PEOPLES BANCORP INC
Form S-4
March 17, 2014

As filed with the Securities and Exchange Commission on March 17, 2014 Registration No. 333-_____
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Peoples Bancorp Inc.
(Exact name of Registrant as specified in its charter)

Ohio	6021	31-0987416
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

138 Putnam Street, Marietta, Ohio
(740) 373-3155
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

M. Ryan Kirkham, Esq.
Corporate Counsel
Peoples Bancorp Inc.
138 Putnam Street, Marietta, Ohio
(740) 376-7574
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

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If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

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

o Large accelerated filer	o Non-accelerated filer (do not check if smaller reporting company)
x Accelerated filer	oSmaller reporting company

If applicable, place an "x" in the box to designate the appropriate rule provision relied upon in conducting this transaction:

oExchange Act Rule 13e-4(i)(Cross-Border Tender Offer)
oExchange Act Rule 14d-1(d)(Cross-Border Third Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Shares, no par value	425,000	N/A	$8,977,237.50	$1,156.27

(1) Represents an estimate of the maximum number of shares of common shares, no par value per share, of Peoples Bancorp Inc. that Registrant anticipates issuing in connection with the proposed merger to which this registration statement relates.

(2) Pursuant to Rule 457(f)(2) and (f)(3) under the Securities Act, and estimated solely for the purpose of calculating the registration fee, the proposed maximum aggregate offering price was calculated as the product of (i) $62.18 the book value per share of Midwest Bancshares, Inc. common stock to be exchanged in the Merger as of February 28, 2014, the latest practicable date prior to the date of filing of this registration statement, and (ii) 192,500, the estimated maximum number of shares of common stock of Midwest Bancshares, Inc. that may be exchanged in the merger, minus the amount of estimated cash to be paid, per share by Peoples Bancorp Inc. in the proposed merger.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

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THE INFORMATION IN THIS PROXY STATEMENT/PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. WE MAY NOT ISSUE THESE SECURITIES UNTIL THE REGISTRATION STATEMENT IS EFFECTIVE. THIS PROXY STATEMENT/PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

PRELIMINARY PROXY STATEMENT/PROSPECTUS
DATED MARCH 17, 2014, SUBJECT TO COMPLETION

PROXY STATEMENT FOR THE SPECIAL MEETING OF SHAREHOLDERS OF
MIDWEST BANCSHARES, INC.

and

PROSPECTUS OF Peoples Bancorp Inc.

MERGER PROPOSAL - YOUR VOTE IS VERY IMPORTANT

Peoples Bancorp Inc. (“Peoples”), and Midwest Bancshares, Inc. (“Midwest”), have entered into an Agreement and Plan of Merger dated as of January 21, 2014 (the “Merger Agreement”), which provides for the merger of Midwest with and into Peoples (the “Merger”). Consummation of the Merger is subject to certain conditions, including, but not limited to, obtaining the requisite vote of the shareholders of Midwest and the approval of the Merger by various regulatory agencies.

The board of directors of Midwest has called a special meeting of its shareholders to vote on the adoption and approval of the Merger Agreement. The time, date and place of the Midwest special meeting is as follows: 4:00 p.m., Eastern Daylight Savings Time, on , 2014, at First National Bank of Wellston’s main office at 101 East A Street, Wellston, Ohio 45692. The adoption and approval of the Merger Agreement by the shareholders of Midwest requires the affirmative vote of the holders of at least two-thirds of the shares of Midwest common stock outstanding and entitled to vote at the special meeting.

Under the terms of the Merger Agreement, shareholders of Midwest will be entitled to receive after the Merger is completed, for each share of Midwest common stock:

- $65.50 in cash, or
- $65.50 in Peoples’ common shares (based upon the average closing price of Peoples’ common shares for the 20 trading days prior to the effective date of the Merger), or
- a combination of both.

The form of consideration to be received by each Midwest shareholder is subject to reallocation in order to ensure that no more than 50% and no less than 25% of the merger consideration will consist of cash and no more than 75% and no less than 50% of the merger consideration will consist of Peoples’ common shares.

Peoples will not issue any fractional shares of common stock in connection with the Merger. Instead, each holder of Midwest common shares who would otherwise be entitled to receive a fraction of a share of Peoples’ common shares (after taking into account all shares of Midwest common shares owned by such holder at the effective time of the

Merger) will receive cash, without interest, in an amount equal to the fractional share to which such holder would otherwise be entitled to multiplied by $65.50.

This document is a proxy statement that Midwest is using to solicit proxies for use at its special meeting of shareholders to be held on , 2014, to vote on the merger. It is also a prospectus relating to Peoples' issuance of shares of its common stock in connection with the Merger. This proxy statement/prospectus describes the special meeting, the merger proposal and other related matters.

Midwest's board of directors recommends that you vote "FOR" the Merger

Peoples' common shares are traded on the NASDAQ Global Select Market® under the symbol "PEBO." On January 21, 2014, the date of execution of the Merger Agreement, the closing price of a share of Peoples' common stock was $22.35. On , 2014, the closing price of Peoples' common stock was $. There is no established public trading market for Midwest's common stock.

You are encouraged to read this document, including the materials incorporated by reference into this document, carefully. In particular, you should read the "Risk Factors" section beginning on page 14 for a discussion of the risks you should consider in evaluating the Merger and how it will affect you.

Whether or not you plan to attend the special meeting of shareholders of Midwest, please complete, sign and return the enclosed proxy card in the enclosed postage-paid envelope.

Not voting by proxy or at the special meeting will have the same effect as voting against the adoption and approval of the Merger Agreement. We urge you to read carefully this proxy statement/prospectus, which contains a detailed description of the special meeting, the merger proposal, Peoples' common shares to be issued in the Merger and other related matters.

Sincerely,

Anthony S. Thorne
President
Midwest Bancshares, Inc.

An investment in shares of Peoples' common stock in connection with the Merger involves risk. See "RISK FACTORS" beginning on page 14.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of Peoples' common shares to be issued in the Merger or determined if this proxy statement/prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The securities to be issued in connection with the Merger described in this proxy statement/prospectus are not savings accounts, deposit accounts or other obligations of any bank or savings association and are not insured by the Federal Deposit Insurance Corporation, the Deposit Insurance Fund or any other federal or state governmental agency.

This proxy statement/prospectus is dated , 2014, and it
is first being mailed to Midwest shareholders on or about , 2014.

Notice of Special Meeting of Shareholders
To be held at 4:00 p.m., Eastern Daylight Savings Time, on , 2014, at
101 East A Street, Wellston, Ohio 45692

To the Shareholders of Midwest Bancshares, Inc.:

Notice is hereby given that a special meeting of the shareholders of Midwest Bancshares, Inc. will be held at 4:00 p.m., Eastern Daylight Savings Time, on , 2014, at First National Bank of Wellston's main office at 101 East A Street, Wellston, Ohio 45692, for the purpose of considering and voting on the following matters:

1. A proposal to adopt and approve the Agreement and Plan of Merger dated as of January 21, 2014, by and between Peoples Bancorp Inc. and Midwest Bancshares, Inc.;

2. A proposal to approve the adjournment of the special meeting, if necessary, to solicit additional proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Agreement and Plan of Merger; and

3. Any other business which properly comes before the special meeting or any adjournment or postponement of the special meeting. The board of directors of Midwest Bancshares, Inc. is unaware of any other business to be transacted at the special meeting.

Holders of record of shares of Midwest Bancshares, Inc. common stock at the close of business on , 2014, the record date, are entitled to notice of and to vote at the special meeting and any adjournment or postponement of the special meeting. The affirmative vote of the holders of at least two-thirds of Midwest's shares is required to adopt and approve the Agreement and Plan of Merger.

A proxy statement/prospectus and proxy card for the special meeting are enclosed. A copy of the Agreement and Plan of Merger is attached as ANNEX A to the proxy statement/prospectus.

Your vote is very important, regardless of the number of shares of Midwest Bancshares, Inc. common stock you own. Please vote as soon as possible to make sure that your shares of common stock are represented at the special meeting. If you are a holder of record, you may cast your vote in person at the special meeting or, to ensure that your shares of Midwest Bancshares, Inc. common stock are represented at the special meeting, you may vote your shares by completing, signing and returning the enclosed proxy card. If your shares are held in a stock brokerage account or by a bank or other nominee (in "street name"), please follow the voting instructions provided by your broker, bank or nominee.

The Midwest Bancshares, Inc. board of directors unanimously recommends that you vote (1) "FOR" the adoption and approval of the Agreement and Plan of Merger and (2) "FOR" the proposal to adjourn the special meeting, if necessary, to solicit additional proxies.

By Order of the Board of Directors,

Anthony S. Thorne
President
Midwest Bancshares, Inc.

_____ __, 2014

WHERE YOU CAN FIND MORE INFORMATION

Peoples is a publicly traded company that files annual, quarterly and other reports, proxy statements and other business and financial information with the Securities and Exchange Commission (the "SEC"). You may obtain copies of these documents by mail from the public reference room of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, at prescribed rates. Please call the SEC at (800) SEC-0330 for further information on the public reference room. Peoples also files reports and other information with the SEC electronically, and the SEC maintains a web site located at www.sec.gov containing this information. Certain information filed by Peoples with the SEC is also available, without charge, through Peoples' web site at www.peoplesbancorp.com under the "Investor Relations" section.

Peoples has filed a registration statement on Form S-4 to register its common shares to be issued as part of the merger consideration with the SEC. This document is a part of that registration statement. As permitted by SEC rules, this document does not contain all of the information included in the registration statement or in the exhibits or schedules to the registration statement. You may read and copy the registration statement, including any amendments, schedules and exhibits at the addresses set forth below. Statements contained in this document as to the contents of any contract or other documents referred to in this document are not necessarily complete. In each case, you should refer to the copy of the applicable contract or other document filed as an exhibit to the registration statement. This document incorporates by reference documents that Peoples has previously filed with the SEC, which contain important information about the company and its financial condition. See "Incorporation of Certain Documents by Reference" on page 44. These documents are available, without charge, to you upon written or oral request at the applicable company's address and telephone number listed below:

Peoples Bancorp Inc.
138 Putnam Street
P.O. Box 738
Marietta, Ohio 45750
Attention: M. Ryan Kirkham, Esq.
Corporate Counsel
(740) 373-3155

Additional information about Midwest may be obtained by contacting Cheryl Norton, Corporate Secretary, 101 East A Street, Wellston, Ohio 45692, (740) 384-2146.

To obtain timely delivery, you must request the information no later than , 2014.

Peoples' common shares are traded on the Nasdaq Global Select Market® under the symbol "PEBO." Midwest Bancshares, Inc. is privately held by approximately 94 shareholders.

Peoples has not authorized anyone to provide you with any information other than the information included in this document and documents to which are incorporated by reference. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this document and the documents incorporated by reference are accurate only as of their respective dates. Peoples' business, financial condition, results of operations and prospects may have changed since those dates.

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Questions and Answers About the Merger and the Special Meeting

The following are answers to certain questions that you may have regarding the special meeting. You are urged to read carefully the remainder of this document because the information in this section may not provide all the information that might be important to you in determining how to vote. Additional important information is also contained in the appendices to, and the documents incorporated by reference in, this document.

Q.: Why am I receiving this proxy statement/prospectus?

A: You are receiving this proxy statement/prospectus because Peoples Bancorp Inc. ("Peoples") and Midwest Bancshares, Inc. ("Midwest") have entered into an Agreement and Plan of Merger dated as of January 21, 2014 (the "Merger Agreement"), attached to this proxy statement/prospectus as ANNEX A, pursuant to which Midwest will be merged with and into Peoples (the "Merger"). Immediately following the Merger, First National Bank of Wellston, a national banking association and a wholly- owned subsidiary of Midwest ("First National"), will merge with and into Peoples Bank, National Association, a national banking association and wholly owned subsidiary of Peoples ("Peoples Bank"), with Peoples Bank being the surviving entity, which transaction is referred to as the "subsidiary bank merger." The Merger Agreement must be adopted and approved by the holders of at least two-thirds of the shares of Midwest common stock outstanding and entitled to vote at the special meeting, in accordance with Section 1701.78 of the Ohio General Corporation Law and Midwest's Articles of Incorporation.

This proxy statement/prospectus contains important information about the Merger and the special meeting of the shareholders of Midwest, and you should read it carefully. The enclosed voting materials allow you to vote your shares of Midwest common stock without attending the special meeting.

Q: Why are Peoples and Midwest proposing to merge?

A: Midwest believes that the Merger is in the best interests of its shareholders and other constituencies because, among other reasons, the merger consideration will provide enhanced value and increased liquidity to Midwest shareholders. Furthermore, as a result of the Merger, Midwest will become part of a larger banking institution improving its ability to compete with larger financial institutions and better serve its customers' needs while maintaining the community bank philosophy that both institutions currently share.

Peoples believes that the Merger will benefit Peoples and its shareholders by enabling Peoples to further expand into the markets currently served by Midwest and strengthening the competitive position of the combined organization. Furthermore, Peoples believes its increased asset size after the Merger will create additional economies of scale and provide opportunities for asset and earnings growth in an extremely competitive banking environment.

Q: What will Midwest shareholders receive in the merger?

A: Under the terms of the Merger Agreement, after the Merger is completed, shareholders of Midwest will be entitled to receive for each share of Midwest common stock:

- $65.50 in cash, or
- $65.50 in Peoples' common shares (based upon the average closing price of Peoples' common shares for the 20 trading days prior to the effective date of the Merger), or
- a combination of both.

Peoples will not issue any fractional shares of common stock in connection with the merger. Instead, each holder of Midwest common shares who would otherwise be entitled to receive a fraction of a share of Peoples' common shares (after taking into account all shares of Midwest common shares owned by such holder at the effective time of the Merger) will receive cash, without interest, in an amount equal to the fractional share to which such holder would otherwise be entitled to multiplied by $65.50.

You will have the opportunity to elect the form of consideration to be received for your shares subject to reallocation in order to ensure that no more than 50% and no less than 25% of the merger consideration will consist of cash and no more than 75% and no less than 50% of the merger consideration will consist of Peoples' common shares. Therefore, your ability to receive the cash or stock elections of your choice will depend on the elections of other Midwest shareholders. The allocation of the mix of

consideration payable to Midwest shareholders in the Merger will not be known until Peoples calculates the results of the cash and stock elections made by Midwest shareholders. See "The Merger Agreement- Reallocation of Peoples' Common Shares and Cash" beginning on page 33.

Q: How do Midwest Shareholders make their election to receive cash, Peoples' common shares or a combination of both?

A: If you are a Midwest shareholder of record, you will receive an election form, which you should complete and return, along with your Midwest stock certificate(s), according to the instructions printed on the election form. The election deadline will be 5:00 p.m., Eastern Daylight Savings Time, on , 2014 (which we refer to as the "election deadline"). A copy of the election form is being mailed separately on the same date as this proxy statement/prospectus. Peoples will also make an election form available if requested by a Midwest shareholder of record following the mailing of the election forms and before the election deadline. If you do not send in the election form with your stock certificate(s) by the election deadline, you will be treated as though you had not made an election.

If you own shares of Midwest common stock in "street name" through a bank, broker or other nominee and you wish to make an election, you should seek instructions from the bank, broker or other nominee holding your shares concerning how to make an election. If you do not complete this process by the election deadline, you will be treated as though you had not made an election.

Q: Can I change my election?

A: You may change your election at any time prior to the election deadline by submitting to Wells Fargo Shareowner Services (Peoples' exchange agent under the Merger Agreement), written notice accompanied by a properly completed and signed, revised election form. You may revoke your election by submitting written notice to Wells Fargo Shareowner Services prior to the election deadline. Midwest shareholders will not be entitled to change or revoke their elections following the election deadline. If you instructed a bank, broker or other financial institution to submit an election for your shares, you must follow their directions for changing those instructions.

Q: What happens if I do not make a valid election or make no election to receive cash, Peoples' common stock or a combination of both?

A: If you do not return a properly completed election form or return an election form with no designation of merger consideration by the election deadline specified in the election form, your shares of Midwest common stock will be considered "No Election Shares." No Election Shares will be converted into the right to receive the stock consideration or the cash consideration according to the allocation procedures specified in the Merger Agreement. Generally, in the event one form of consideration (cash or shares of Peoples' common stock) is undersubscribed in the Merger, shares of Midwest common stock for which no election has been validly made will be allocated to that form of consideration before shares of Midwest common stock electing the oversubscribed form will be switched to it pursuant to the proration and adjustment procedures. Accordingly, while electing one form of consideration will not guarantee you will receive that form for all of your shares of Midwest common stock, in the event proration is necessary electing shares will have a priority over No Election Shares.

Q: When and where will the Midwest special meeting of shareholders take place?

A: The special meeting of shareholders of Midwest will be held at 4:00 p.m., Eastern Daylight Savings Time, on , 2014, at First National Bank of Wellston's main office at 101 East A Street, Wellston, Ohio 45692.

Q: What matters will be considered at the Midwest special meeting?

A: The shareholders of Midwest will be asked to (1) vote to adopt and approve the Merger Agreement; (2) vote to approve the adjournment of the special meeting to solicit additional proxies if there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement; and (3) vote on any other business which properly comes before the special meeting.

Q: Is my vote needed to adopt and approve the Merger Agreement?

A: The adoption and approval of the Merger Agreement by the shareholders of Midwest requires the affirmative vote of the holders of at least two-thirds of the shares of Midwest common stock outstanding and entitled to vote at the special

meeting. The special meeting may be adjourned, if necessary, to solicit additional proxies in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement. The affirmative vote of the holders of a majority of the shares of Midwest common stock represented, in person or proxy, at the special meeting is required to adjourn the special meeting.

Q: How do I vote?

A: If you were the record holder of shares of Midwest common stock as of , 2014, you may vote in person by attending the special meeting or, to ensure that your shares of Midwest common stock are represented at the special meeting, you may vote your shares by signing and returning the enclosed proxy card in the postage-paid envelope provided.

If you hold shares of Midwest common stock in the name of a broker, bank or other nominee, please see the discussion below regarding shares held in "street name."

Q: What will happen if I fail to vote or abstain from voting?

A: If you fail to vote or if you mark "ABSTAIN" on your proxy card with respect to the proposal to adopt and approve the Merger Agreement, it will have the same effect as a vote "AGAINST" the proposal.

If you mark "ABSTAIN" on your proxy card with respect to the proposal to approve the adjournment of the Midwest special meeting, if necessary, to solicit additional proxies, it will have the same effect as a vote "AGAINST" the proposal. The failure to vote, however, will have no effect on the proposal to approve the adjournment of the Midwest special meeting, if necessary, to solicit additional proxies.

Q: How will my shares be voted if I return a blank proxy card?

A: If you sign, date and return your proxy card and do not indicate how you want your shares of Midwest common stock to be voted, then your shares will be voted "FOR" the adoption and approval of the Merger Agreement and, if necessary, "FOR" the approval of the adjournment of the special meeting to solicit additional proxies.

Q: If my shares of Midwest common stock are held in a stock brokerage account or by a bank or other nominee (in "street name"), will my broker, bank or other nominee vote my shares for me?

A: You must provide your broker, bank or nominee (the record holder of your common shares) with instructions on how to vote your shares of Midwest common stock. Please follow the voting instructions provided by your broker, bank or nominee.

If you do not provide voting instructions to your broker, bank or nominee, then your shares of Midwest common stock will not be voted by your broker, bank or nominee.

Q: Can I change my vote after I have submitted my proxy?

A: Yes. You may revoke your proxy at any time before a vote is taken at the special meeting by:

- filing a written notice of revocation with the Corporate Secretary of Midwest, at 101 East A Street, Wellston, Ohio 45692;
- executing and returning another proxy card with a later date; or

- attending the special meeting and giving notice of revocation in person.

Your Attendance at the special meeting will not, by itself, revoke your proxy

If you hold your shares of Midwest common stock in “street name” and you have instructed your broker, bank or nominee to vote your shares of Midwest common stock, you must follow directions received from your broker, bank or nominee to change your vote.

Q: If I do not favor the adoption and approval of the Merger Agreement, what are my rights?

A: If you are a Midwest shareholder as of , 2014, the record date and you do not vote your shares in favor of the adoption and approval of the Merger Agreement, you will have the right under Section 1701.85 of the Ohio General Corporation Law to demand the fair cash value for your shares of Midwest common stock. The right to make this demand is known as "dissenters' rights." To exercise your dissenters' rights, you must deliver to Midwest a written demand for payment of the fair cash value of your shares before the vote on the Merger is taken at the special shareholders' meeting. The demand for payment must include your address, the number and class of Midwest shares owned by you, and the amount you claim to be the fair cash value of the your Midwest shares. For additional information regarding dissenters' rights, see "Dissenters' Rights" on page 19 of this proxy statement/prospectus and the complete text of the applicable sections of Section 1701.85 of the Ohio General Corporation Law attached to this proxy statement/prospectus as ANNEX B.

Q: When is the Merger expected to be completed?

A: We are working to complete the Merger as quickly as we can. We expect to complete the Merger late in the second quarter of 2014 or early in the third quarter of 2014, assuming shareholder approval and all applicable governmental approvals have been received by that date and all other conditions precedent to the Merger have been satisfied or waived.

Q: Should I send in my Midwest stock certificates now?

A. As addressed above under "How do Midwest Shareholders make their election to receive cash, Peoples' common shares or a combination of both?," you may send in your stock certificates with the election materials that are being sent to you separately. You should not, however, send in your stock certificates with your proxy card.

Q: What do I need to do now?

A: After carefully reviewing this proxy statement/prospectus, including its annexes, please complete, sign and date the enclosed proxy card and return it in the enclosed postage-paid envelope as soon as possible. By submitting your proxy, you authorize the individuals named in the proxy to vote your shares of Midwest common stock at the special meeting of shareholders of Midwest in accordance with your instructions. Your vote is very important. Whether or not you plan to attend the special meeting, please submit your proxy with voting instructions to ensure that your shares of Midwest common stock will be voted at the special meeting.

Q: Who can answer my questions?

A: If you have questions about the merger or desire additional copies of this proxy statement/prospectus or additional proxy cards, please contact:

Anthony S. Thorne
President
Midwest Bancshares, Inc.
101 East A Street
Wellston, Ohio 45692
Phone: (740) 384-2146

Summary

This summary highlights selected information from this proxy statement/prospectus. It does not contain all of the information that may be important to you. You should read carefully this entire document and its annexes and all other documents to which this proxy statement/prospectus refers before you decide how to vote. In addition, we incorporate by reference important business and financial information about Peoples into this document. For a description of this information, see "Incorporation of Certain Documents by Reference" on page 44. You may obtain the information incorporated by reference into this document without charge by following the instructions in the section entitled "Where You Can Find More Information" in the forepart of this document. Each item in this summary includes a page reference directing you to a more complete description of that item.

The Companies

Peoples Bancorp Inc.

Peoples Bancorp Inc.
138 Putnam Street
Marietta, Ohio 45750
Phone: (740) 373-3155

Peoples is a financial holding company registered under the Bank Holding Company Act of 1956, as amended, and was incorporated under the laws of the State of Ohio in 1980. Peoples offers diversified financial products and services through 49 financial service locations and 47 ATMs in central, northeastern and southeastern Ohio, west central West Virginia and northeastern Kentucky through its financial service subsidiaries. Peoples operates principally through its wholly-owned subsidiary, Peoples Bank. Peoples' other wholly-owned subsidiary is Peoples Investment Company. Peoples Bank's operating subsidiaries include Peoples Insurance Agency, LLC and PBNA, L.L.C., an asset management company. Peoples Investment Company owns Peoples Capital Corporation.

Peoples' primary business activities are conducted through Peoples Bank, a full-service community bank. Peoples Bank was first chartered as an Ohio banking corporation under the name "The Peoples Banking and Trust Company" in Marietta, Ohio, in 1902 and reorganized as a national banking association under its current name in 2000. Peoples Bank is a member of the Federal Reserve System and subject to regulation, supervision and examination by the Office of the Comptroller of the Currency. Peoples Bank's products and services include traditional banking products, such as deposit accounts, lending products and trust services. Peoples Bank provides services through traditional branch offices, automated teller machines ("ATM") and telephone and internet-based banking.

Peoples Investment Company, its subsidiary Peoples Capital Corporation, and PBNA, L.L.C. were formed to optimize Peoples' consolidated capital position and provide new investment opportunities as a means of enhancing profitability. These opportunities include, but are not limited to, investments in low-income housing tax credit funds or projects, venture capital and other higher risk investments that Peoples Bank is limited or restricted from participating in. Presently, the operations of these companies do not represent a material part of Peoples' overall business activities.

Through Peoples' financial services units noted above, Peoples makes a complete line of banking, investment, insurance and trust solutions available to its customers and clients. These products and services include the following:

- various demand deposit accounts, savings accounts, money market accounts and certificates of deposit
- commercial, consumer and real estate mortgage loans (both commercial and residential) and lines of credit
- debit and ATM cards
- corporate and personal trust services

- safe deposit rental facilities
- money orders and cashier's checks
- full range of life, health and property and casualty insurance products
- custom-tailored fiduciary and wealth management services

Peoples' financial products and services are offered through its financial service locations and ATMs in Ohio, West Virginia and Kentucky, as well as telephone and internet-based banking through both personal computers and mobile devices. Brokerage services are offered exclusively through an unaffiliated registered broker-dealer located at Peoples Bank's offices. Peoples also makes available credit cards to consumers and businesses, as well as merchant credit card processing services, through joint marketing arrangements with third parties.

At December 31, 2013, Peoples had total assets of approximately $2.1 billion, total loans of approximately $1.2 billion, total deposits of approximately $1.6 billion, and total shareholders' equity of approximately $221.6 million.

Peoples' common shares are traded on the NASDAQ Global Select Market® under the symbol "PEBO". Peoples is subject to the reporting requirements under the Securities Exchange Act of 1934, as amended, and, therefore, files reports, proxy statements and other information with the SEC. Further important business and financial information about Peoples is incorporated by reference into this proxy statement/prospectus. See "Incorporation of Certain Documents by Reference" on page 44 of this proxy statement/prospectus.

Midwest Bancshares, Inc.

Midwest Bancshares, Inc.
101 East A Street
Wellston, Ohio 45692
Phone: (740) 384-2146

Midwest is a bank holding company registered under the Bank Holding Company Act of 1956, as amended, and was incorporated under the laws of the State of Ohio in 2007. Midwest has one wholly-owned subsidiary - First National.

First National is a national banking association originally chartered in 1886. First National's main office is located in Wellston, Ohio and it also has a branch office located in Jackson, Ohio.

First National is a full service community bank offering a range of commercial and personal banking services. Deposit services include a variety of checking accounts, savings accounts and certificates of deposit.

At December 31, 2013, Midwest had total assets of approximately $90.7 million, total loans of approximately $60.7 million, total deposits of approximately $78.5 million and total shareholders' equity of approximately $12 million.

Midwest's common shares are not traded on an established market.

The Merger (page 20)

The Merger Agreement provides that, if all of the conditions are satisfied or waived, Midwest will be merged with and into Peoples, with Peoples surviving. Immediately following the Merger, First National will be merged with and into Peoples Bank. The Merger Agreement is attached to this proxy statement/prospectus as ANNEX A and is incorporated in this proxy statement/prospectus by reference. We encourage you to read the Merger Agreement carefully, as it is the legal document that governs the Merger.

What Midwest shareholders will receive in the Merger (page 33)

Under the terms of the Merger Agreement, shareholders of Midwest will be entitled to receive after the Merger is completed, for each share of Midwest common stock:

- $65.50 in cash, or
- $65.50 in Peoples' common shares (based upon the average closing price of Peoples' common shares for the 20 trading days prior to the effective date of the Merger), or
- a combination of both.

The form of consideration to be received by each Midwest shareholder is subject to reallocation in order to ensure that no more than 50% and no less than 25% of the merger consideration will consist of cash and no more than 75% and

no less than 50% of the merger consideration will consist of Peoples' common shares.

Peoples will not issue any fractional shares of common stock in connection with the Merger. Instead, each holder of Midwest common shares who would otherwise be entitled to receive a fraction of a share of Peoples' common shares (after taking into account all shares of Midwest common shares owned by such holder at the effective time of the Merger) will receive cash, without interest, in an amount equal to the fractional share to which such holder would otherwise be entitled to multiplied by $65.50.

Midwest special meeting of shareholders (page 18)

A special meeting of shareholders of Midwest will be held at 4:00 p.m., Eastern Daylight Savings Time, on , 2014, at First National Bank of Wellston's main office at 101 East A Street, Wellston, Ohio 45692, for the purpose of considering and voting on the following matters:

- a proposal to adopt and approve the Merger Agreement;
- a proposal to approve the adjournment of the special meeting, if necessary, to solicit additional proxies, in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement; and
- any other business which properly comes before the special meeting or any adjournment or postponement of the special meeting. The Midwest board of directors is presently unaware of any other business to be transacted at the special meeting.

You are entitled to vote at the special meeting if you owned shares of Midwest common stock as of the close of business on , 2014. As of , 2014, a total of 192,500 shares of Midwest common stock were outstanding and eligible to be voted at the Midwest special meeting.

Required vote (page 18)

The adoption and approval of the Merger Agreement will require the affirmative vote of the holders of at least 128,334 shares of Midwest common stock, which is two-thirds of the shares of Midwest common stock outstanding and entitled to vote at the Midwest special meeting. A quorum, consisting of the holders of 96,251 of the outstanding shares of Midwest common stock, must be present in person or by proxy at the Midwest special meeting before any action, other than the adjournment of the special meeting, can be taken. The affirmative vote of the holders of a majority of the shares of Midwest common stock represented, in person or proxy, at the special meeting is required to adjourn the special meeting, if necessary, to solicit additional proxies.

As of , 2014, directors and executive officers of Midwest and their respective affiliates beneficially owned an aggregate of 15,615 shares of Midwest common stock, an amount equal to approximately 8.11% of the outstanding shares of Midwest common stock. All of the directors of Midwest, who collectively have the power to vote approximately 7.90% of the outstanding shares of Midwest common stock as of January 21, 2014, entered into a voting agreement on such date with Peoples pursuant to which they agreed, subject to certain terms and conditions, to vote all of their shares in favor of the adoption and approval of the Merger Agreement. As of the date of this proxy statement/prospectus, Peoples and its directors, executive officers and affiliates beneficially owned no shares of Midwest common stock.

Recommendation to Midwest shareholders (page 22)

The board of directors of Midwest unanimously approved the Merger Agreement. The board of directors of Midwest believes that the Merger is fair to and in the best interests of Midwest and its shareholders, and, as a result, the directors unanimously recommend that Midwest shareholders vote "FOR" the adoption and approval of the Merger Agreement and "FOR" the proposal to adjourn the special meeting, if necessary and appropriate, to solicit additional proxies.

In reaching this decision, the board of directors of Midwest considered many factors which are described in the section captioned "THE MERGER - Midwest's Background and Reasons for the Merger" beginning on page 20 of this proxy statement/prospectus.

Opinion of Midwest's financial advisor (page 23)

On January 21, 2014 Austin Associates, LLC ("Austin Associates") rendered its opinion to the board of directors of Midwest that as of the date of the opinion, and based upon and subject to the factors and assumptions set forth in the opinion, the aggregate merger consideration in the Merger was fair, from a financial point of view, to Midwest's shareholders, collectively as a group. The full text of Austin Associates' written opinion, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached to this document as ANNEX C. Midwest shareholders are urged to read the opinion in its entirety. Austin Associates' written opinion is addressed to the board of directors of Midwest, is directed only to the aggregate merger consideration in the Merger and does not constitute a recommendation as to how any holder of Midwest common stock should vote with respect to the Merger or any other matter.

Material federal income tax consequences of the Merger (page 29)

We intend that the Merger will be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and that, accordingly, for federal income tax purposes (i) no gain or loss will be recognized by Peoples or Midwest as a result of the Merger, (ii) Midwest shareholders who receive solely Peoples' common shares in exchange for shares of Midwest common stock in the Merger will recognize no gain or loss (other than the gain or loss to be recognized as to cash received in lieu of fractional Peoples' common shares), and their basis in and holding periods for Peoples' common shares received may vary among shares if blocks of Midwest common shares were acquired at different times or for different prices, and (iii) Midwest shareholders who receive solely cash in exchange for shares of Midwest common stock in the Merger will recognize gain or loss equal to the difference between the amount of cash received and their tax basis in their shares. Midwest shareholders receiving both Peoples' common shares and cash for their Midwest shares generally will recognize gain (but not loss) in an amount equal to the lesser of (i) their gain realized (i.e., the excess, if any, of the sum of the amount of cash and the fair market value of Peoples' common shares received over their adjusted cash basis in the Midwest shares surrendered) and (ii) the amount of cash received in the Merger.

Midwest shareholders who exercise dissenters' rights and receive cash for their shares of Midwest common stock generally will recognize gain or loss for federal income tax purposes.

All Midwest shareholders should read carefully the description under the section captioned "THE Merger -Material Federal Income Tax Consequences" beginning on page 29 of this proxy statement/prospectus and should consult their own tax advisors concerning these matters.

Interests of directors and executive officers of Midwest (page 28)

The directors and some of the executive officers of Midwest have interests in the Merger that are different from, or in addition to, the interests of Midwest shareholders generally. These include:

- retention payments to be paid by Peoples and/or First National to some executive officers and other employees of Midwest and First National who are needed to assist with the integration of operations;
- continued indemnification and continued insurance for directors and officers of Midwest for events occurring before the Merger;
- the ability of the directors of Midwest, at their discretion, to serve on a Peoples advisory board for a period of at least one year following the Merger for a fee of $500 per director per semi-monthly meeting; and
- the covenant of Peoples to pay the monthly premiums due to maintain the health coverage currently being received for the chairman of the board of directors of Midwest, and his family, for a period of one year following the closing of the Merger.

Midwest's board of directors was aware of these interests and considered them in approving the Merger Agreement. See "The Merger - Interests of Midwest Directors and Executive Officers in the Merger" beginning on page 28 of this proxy statement/prospectus.

Dissenters' rights (page 19)

Under Ohio law, if you do not vote in favor of the adoption and approval of the Merger Agreement and if you deliver a written demand for payment for the fair cash value of your shares of Midwest common stock prior to the Midwest special meeting, you will be entitled, if and when the Merger is completed, to receive the fair cash value of your shares of Midwest common stock. The right to make this demand is known as "dissenters' rights." Your right to receive the fair cash value of your shares of Midwest common stock, however, is contingent upon your strict compliance with the procedures set forth in Section 1701.85 of the Ohio General Corporation Law.

For additional information regarding your dissenters' rights, see "Dissenters' Rights" on page 19 of this proxy statement/prospectus and the complete text of Section 1701.85 of the Ohio General Corporation Law attached to this proxy statement/prospectus as ANNEX B. If you should have any questions regarding your dissenters's rights, you should consult with your own legal advisers.

Certain differences in shareholder rights (page 41)

When the Merger is completed, some Midwest shareholders will receive Peoples' common shares and, therefore, will become Peoples shareholders. As Peoples shareholders, your rights will be governed by Peoples' Amended and Restated

Articles of Incorporation and Regulations, as well as Ohio law. See “Comparison of certain rights of Peoples and Midwest shareholders” beginning on page 41 of this proxy statement/prospectus.

Regulatory approvals required for the Merger (page 28)
The Merger cannot be completed until Peoples receives necessary regulatory approvals, which include the approval (or waiver thereof) of the Board of Governors of the Federal Reserve System (the “Federal Reserve”) and the approval of the Office of the Comptroller of the Currency (“OCC”). Peoples has submitted an application to the OCC for such approval; this application is currently pending. Upon receipt of OCC approval, Peoples will submit an application (or waiver request) to the Federal Reserve.

Conditions to the Merger (page 35)

As more fully described in this proxy statement/prospectus and in the Merger Agreement, the completion of the Merger depends on the adoption and approval of the Merger Agreement by Midwest’s shareholders and receipt of the required regulatory approvals, in addition to satisfaction of, or where legally permissible, waiver of, other customary conditions. Although Peoples and Midwest anticipate the closing of the Merger will occur late in the second quarter or early in the third quarter of 2014, neither Peoples nor Midwest can be certain when, or if, the conditions to the Merger will be satisfied or, where permissible, waived, or that the Merger will be completed. See “THE MERGER AGREEMENT - Conditions to Consummation of the Merger” beginning on page 35 of this proxy statement/prospectus.

Termination of the Merger Agreement (page 40)

Peoples and Midwest may mutually agree to terminate the Merger Agreement and abandon the Merger at any time before the Merger is effective, whether before or after shareholder approval, if the board of directors of each approves such termination by vote of a majority of the members of its entire board. In addition, either Peoples or Midwest, acting alone, may terminate the Merger Agreement and abandon the Merger at any time before the Merger is effective under the following circumstances:

- if any of the required regulatory approvals is denied;
- if the Midwest shareholders do not adopt and approve the Merger Agreement at the Midwest special shareholder meeting;
- if there is a material breach by the other party of any representation, warranty, covenant or agreement contained in the Merger Agreement that cannot be or has not been cured within 30 days of notice of the breach; or
- if the merger has not been consummated by July 31, 2014, unless the failure to complete the merger by that date is due to the knowing action or inaction of the party seeking to terminate.

Acquisition proposals and termination fee (page 40)

Because Midwest has entered into the Merger Agreement, a binding legal agreement, if Midwest or First National executes a definitive agreement in connection with, or closes, an acquisition proposal (as defined in the Merger Agreement) with any person or entity other than Peoples and its subsidiaries, Midwest must pay Peoples the sum of $504,350 immediately after the earlier of such execution or closing. See “THE Merger Agreement - Acquisition Proposals and Termination Fee” beginning on page 40 of this proxy statement/prospectus.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA FOR PEOPLES

The following table summarizes financial results achieved by Peoples for the periods and at the dates indicated and should be read in conjunction with Peoples' Consolidated Financial Statements and the notes to the Consolidated Financial Statements contained in reports that Peoples has previously filed with the SEC. Historical financial information for Peoples can be found in its Annual Report on Form 10-K for the fiscal year ended December 31, 2013. See "Where You Can Find More Information" in the forepart of this document for instructions on how to obtain the information that has been incorporated by reference. You should not assume the results of operations for past periods noted below indicate results for any future period.

The information below has been derived from Peoples' Consolidated Financial Statements.

	At or For the Year Ended December 31,				
	2013	2012	2011	2010	2009
Operating Data					
Total interest income	$ 67,071	$ 69,470	$ 75,133	$ 89,335	$ 102,105
Total interest expense	11,686	14,995	21,154	29,433	40,262
Net interest income	55,385	54,475	53,979	59,902	61,843
(Recovery of) provision for loan losses	(4,410)	(4,716)	7,998	26,916	25,721
Net impairment losses on investment securities	—	—	—	(1,786)	(7,707)
Net gain (loss) on investment securities and other transactions	334	(778)	(443)	(39)	1,343
Total non-interest income	37,220	34,971	32,944	31,634	32,050
FDIC insurance expense	1,036	1,002	1,867	2,470	3,442
Other expense	67,229	62,472	59,464	54,572	55,240
Preferred dividends [a]	—	—	1,343	2,052	1,876
Net income available to common shareholders	$ 17,574	$ 20,385	$ 11,212	$ 3,529	$ 2,314
Balance Sheet Data					
Total investment securities	$ 680,526	$ 709,085	$ 669,228	$ 641,307	$ 751,866
Loans, net of deferred fees and costs	1,196,234	985,172	938,506	960,718	1,052,058
Allowance for loan losses	17,065	17,811	23,717	26,766	27,257
Total intangible assets	77,603	68,525	64,475	64,870	65,599
Total assets	2,059,108	1,918,050	1,794,161	1,837,985	2,001,827
Non-interest-bearing deposits	409,891	317,071	239,837	215,069	198,000
Total retail interest-bearing deposits	1,121,826	1,119,633	1,047,189	1,059,066	1,095,466
Brokered certificates of deposits	49,041	55,599	64,054	87,465	102,420
Short-term borrowings	113,590	47,769	51,643	51,509	76,921
Long-term borrowings	121,826	128,823	142,312	157,703	246,113
Junior subordinated debentures held by subsidiary trust	—	—	22,600	22,565	22,530
Preferred stockholders' equity[a]	—	—	—	38645	38,543
Common stockholders' equity	221,553	221,728	206,657	192,036	205,425
Tangible assets [b]	1,981,505	1,849,525	1,729,686	1,773,115	1,936,228
Tangible equity [b]	143,950	153,203	142,182	165,811	178,369
Tangible common equity [b]	$ 143,950	$ 153,203	$ 142,182	$ 127,166	$ 139,826
Per Common Share Data					
Earnings per common share - basic	$ 1.65	$ 1.92	$ 1.07	$ 0.34	$ 0.22
Earnings per common share - diluted	1.63	1.92	1.07	0.34	0.22
Cash dividends declared per share	0.54	0.45	0.30	0.40	0.66
Book value per share [c]	20.89	21.02	19.67	18.36	19.80
Tangible book value per share [b] [c]	$ 13.57	$ 14.52	$ 13.53	$ 12.16	$ 13.48
Weighted-average number of common shares outstanding - basic	10,581,222	10,527,885	10,482,318	10,424,474	10,363,975
Weighted-average number of common shares outstanding - diluted	10,679,417	10,528,286	10,482,318	10,431,990	10,374,792
Common shares outstanding at end of period	10,605,782	10,547,960	10,507,124	10,457,327	10,374,637

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	At or For the Year Ended December 31,				
	2013	2012	2011	2010	2009
SIGNIFICANT RATIOS					
Return on average stockholders' equity	7.92 %	9.52 %	5.72 %	2.33 %	1.80 %
Return on average common stockholders' equity	7.92	9.52	5.61	1.76	1.17
Return on average assets	0.91	1.11	0.69	0.28	0.21
Net interest margin	3.25	3.39	3.43	3.51	3.48
Efficiency ratio [d]	71.90	69.55	68.98	60.30	60.14
Pre-provision net revenue to total average assets [e]	1.26	1.41	1.41	1.76	1.74
Average stockholders' equity to average assets	11.48	11.63	12.12	12.20	11.50
Average loans to average deposits	70.79	68.23	69.86	73.01	77.97
Dividend payout ratio	33.20 %	23.58 %	28.35 %	119.33 %	298.23 %
ASSET QUALITY RATIOS					
Nonperforming loans as a percent of total loans [c][f]	0.73 %	1.50 %	3.26 %	4.26 %	3.31 %
Nonperforming assets as a percent of total assets [c][f]	0.47	0.82	1.84	2.48	2.06
Nonperforming assets as a percent of total loans and other real estate owned [c][f]	0.81	1.58	3.49	4.7	3.89
Allowance for loan losses as a percent of loans, net of deferred fees and costs [c]	1.43	1.81	2.53	2.79	2.59
Allowance for loan losses as a percent of nonperforming loans [c][f]	194.13	119.75	77.18	65.09	78.12
(Recovery of) provision for loan losses as a percent of average total loans	(0.42)	(0.49)	0.84	2.61	2.35
Net (recoveries) charge-offs as a percent of average total loans	(0.35) %	0.12 %	1.16 %	2.66 %	1.96 %
CAPITAL RATIOS [c]					
Tier 1 common	12.42 %	14.06 %	12.82 %	11.59 %	10.58 %
Tier 1	12.42	14.06	14.86	16.91	15.49
Total (Tier 1 and Tier 2)	13.78	15.43	16.20	18.24	16.80
Tier 1 leverage	8.52	8.83	9.45	10.63	10.06
Tangible equity to tangible assets [b]	7.26	8.28	8.22	9.35	9.21
Tangible common equity to tangible assets [b]	7.26 %	8.28 %	8.22 %	7.17 %	7.22 %

(a) Amounts relate to Series A Preferred Shares issued and sold by Peoples in connection with its participation in the TARP Capital Purchase Program. Additional information regarding the Series A Preferred Shares can be found in Note 11 of the Notes to the Consolidated Financial Statements included immediately following Item 9B of Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2013.

(b) These amounts represent non-generally accepted accounting principles ("GAAP") financial measures since they exclude the balance sheet impact of intangible assets acquired through acquisitions on both total stockholders' equity and total assets. Additional information regarding the calculation of these measures can be found in "ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS" of Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2013, under the caption "Capital/Stockholders' Equity."

(c) Data presented as of the end of the period indicated.

(d) Non-interest expense (less intangible asset amortization) as a percentage of fully tax-equivalent net interest income plus non-interest income (excluding gains or losses on investment securities, asset disposals and other transactions).

(e) These amounts represent non-GAAP financial measures since they exclude the provision for loan losses and all gains and losses included in earnings. Additional information regarding the calculation of these measures can be

found in “ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS” of Peoples’ Annual Report on Form 10-K for the fiscal year ended December 31, 2013, under the caption “Pre-Provision Net Revenue”.

(f) Nonperforming loans include loans 90 days past due and accruing, renegotiated loans and nonaccrual loans. Nonperforming assets include nonperforming loans and other real estate owned.

COMPARATIVE PER SHARE DATA

The following table sets forth for Peoples and Midwest certain historical, pro forma and pro forma-equivalent per share financial information. The information is derived from and should be read together with the historical Consolidated Financial Statements of Peoples that are incorporated by reference in this proxy statement/prospectus. While helpful in illustrating the financial characteristics of the combined company under one set of assumptions, the pro forma data does not reflect certain anticipated costs and benefits of the Merger and, accordingly, does not attempt to predict or suggest future results. It also does not necessarily reflect what the historical results of the combined company would have been had the Merger been consummated at the beginning of the periods presented. The pro forma data gives effect to the Merger and is based on numerous assumptions and estimates. The pro forma combined per share data and Midwest equivalent pro forma per share data are prepared assuming a maximum of 425,000 common shares will be issued in the Merger. See “THE Merger Agreement - Merger Consideration” on page 33.

	At or for the Year Ended December 31, 2013
Earnings per share: Basic	
Peoples total historical	$ 1.65
Midwest historical	2.05
Pro forma total combined	1.70
Equivalent pro forma for one share of Midwest common stock	5.02
Earnings per share: Diluted	
Peoples total historical	1.63
Midwest historical	2.05
Pro forma combined	1.68
Equivalent pro forma for one share of Midwest common stock	4.96
Cash dividends declared per share	
Peoples historical	0.54
Midwest historical	1.25
Pro forma combined	0.54
Equivalent pro forma for one share of Midwest common stock	1.59
Book value per share:	
Peoples historical	20.89
Midwest historical	62.24
Pro forma combined	20.89
Equivalent pro forma for one share of Midwest common stock	61.63

MARKET PRICE AND DIVIDEND INFORMATION

Peoples' common shares are traded on the NASDAQ Global Select Market® under the symbol "PEBO." The shares of Midwest common stock are not traded on an established market. Midwest is not a market maker in its own stock and does not maintain price information on trades. The figures reported here include prices self-reported by some (but not all) buyers in private transactions, combined with price information for street name sales reported online. There may have been other sales during these periods at prices higher or lower than those reported below.

The information presented in the following table reflects the last reported sale price on the NASDAQ Global Select Market® for Peoples' common shares as of January 20, 2014, the last trading day preceding our public announcement of the Merger, and on March 10, 2014, the last practicable day for which information was available prior to the date of this proxy statement/prospectus. The table also presents the equivalent price per share of Midwest, giving effect to the Merger as of such dates. The "Midwest Bancshares, Inc. Equivalent Per Share Price" is fixed at $65.50 per share on any given date until the Merger is consummated. The exchange ratio will vary based on the market price of Peoples' common stock. No assurance can be given as to what the market price of Peoples' common shares will be if and when the Merger is consummated.

	Peoples' Common Shares	Midwest's Equivalent Per Share Price
January 17, 2014	$ 21.86	$ 65.50
March 10, 2014	$ 25.45	$ 65.50

The following table lists the high and low prices per share for Peoples' common shares and Midwest common shares and the cash dividends declared by each company for the periods indicated.

	Peoples' Common Shares			Midwest Common Shares		
	High	Low	Dividends	High	Low	Dividends
2012						
First Quarter	$ 17.84	$ 14.59	$ 0.11	$ 35.00	$ 30.00	$ —
Second Quarter	$ 22.54	$ 16.48	$ 0.11	$ 32.30	$ 30.00	$ 0.50
Third Quarter	$ 23.93	$ 20.22	$ 0.11	$ 22.00	$ 22.00	$ —
Fourth Quarter	$ 23.80	$ 17.72	$ 0.12	$ 22.00	$ 22.00	$ 0.60
2013						
First Quarter	$ 22.65	$ 20.00	$ 0.12	$ 22.00	$ 22.00	$ —
Second Quarter	$ 22.34	$ 19.30	$ 0.14	$ 22.00	$ 22.00	$ 0.50
Third Quarter	$ 23.81	$ 20.02	$ 0.14	$ 22.00	$ 22.00	$ —
Fourth Quarter	$ 24.00	$ 20.11	$ 0.14	$ 34.00	$ 26.00	$ 0.75
2014						
First Quarter (through March 10, 2014)	$ 25.54	$ 24.95	$ 0.15	$ 64.00	$ 62.05	$ —

RISK FACTORS

In addition to general investment risks and the other information contained in or incorporated by reference into this proxy statement/prospectus, including the matters addressed under the heading "Forward-Looking Statements" commencing on page 16 and the matters discussed under the caption "Risk Factors" in the Annual Report on Form 10-K filed by Peoples for the year ended December 31, 2013 and other reports filed with the SEC, you should carefully consider the following risk factors in deciding how to vote on adoption and approval of the Merger Agreement

The market value of Peoples' common shares you receive in the Merger may decrease if there are fluctuations in the market price of Peoples' common shares following the Merger

Under the terms of the Merger Agreement, shareholders of Midwest will be entitled to receive after the Merger is completed, for each share of Midwest common stock:

- $65.50 in cash, or
- $65.50 in Peoples' common shares (based upon the average closing price of Peoples' common shares for the 20 trading days prior to the effective date of the Merger), or
- a combination of both.

The form of consideration to be received by each Midwest shareholder is subject to reallocation in order to ensure that no more than 50% and no less than 25% of the merger consideration will consist of cash and no more than 75% and no less than 50% of the merger consideration will consist of Peoples' common shares.

As of , 2014, the last practicable trading day for which information was available prior to the date of this proxy statement/prospectus, the last reported sales price reported on the NASDAQ Global Select Market® for Peoples' common shares was $ per share. You will not receive your merger consideration until several days after the closing of the Merger, during which the market price of Peoples' common shares may decrease. If there is a decrease in the market price of Peoples' common shares during this period, you will not be able to sell any of Peoples' common shares that you may be entitled to receive in the Merger to avoid losses resulting from such decrease in the market price of Peoples' common shares.

You may receive a form of consideration different from the form of consideration you elect

Under the terms of the Merger Agreement, shareholders of Midwest will be entitled to receive after the Merger is completed, for each share of Midwest common stock: (i) $65.50 in cash, (ii) $65.50 in Peoples' common shares (based upon the average closing price of Peoples' common shares for the 20 trading days prior to the effective date of the Merger), or (iii) a combination of both. The form of consideration to be received by each Midwest shareholder is subject to reallocation in order to ensure that no more than 50% and no less than 25% of the merger consideration will consist of cash and no more than 75% and no less than 50% of the merger consideration will consist of Peoples' common shares. The Merger Agreement contains proration and allocation methods to achieve this result. If you elect to receive all cash and the available cash is oversubscribed, then you may receive a portion of the merger consideration in the form of Peoples' common shares. If you elect to receive all Peoples' common shares and the available stock is oversubscribed, then you may receive a portion of the merger consideration in cash. If you elect a combination of cash and Peoples' common shares, you may not receive the specific combination you request.

Peoples could experience difficulties in managing its growth and effectively integrating the operations of Midwest and First National

The earnings, financial condition and prospects of Peoples after the Merger will depend in part on Peoples' ability to integrate successfully the operations of Midwest and First National and to continue to implement its own business plan. Peoples may not be able to fully achieve the strategic objectives and projected operating efficiencies anticipated in the Merger. The costs or difficulties relating to the integration of Midwest and First National with the Peoples organization may be greater than expected or the cost savings from any anticipated economies of scale of the combined organization may be lower or take longer to realize than expected. Inherent uncertainties exist in integrating the operations of any acquired entity, and Peoples may encounter difficulties, including, without limitation, loss of key employees and customers, and the disruption of its ongoing business or possible inconsistencies in standards, controls, procedures and policies. These factors could contribute to Peoples not fully achieving the expected benefits from the Merger.

The Merger Agreement limits Midwest's ability to pursue alternatives to the Merger with Peoples, may discourage other acquirers from offering a higher valued transaction to Midwest and may, therefore, result in less value for the Midwest shareholders

The Merger Agreement contains a provision that, subject to certain limited exceptions, prohibits Midwest from soliciting, negotiating, or providing confidential information to any third party relating to any competing proposal to acquire Midwest or First National. In addition, if Midwest executes a definitive agreement in respect of, or closes, an acquisition transaction with a third party, the Merger Agreement provides that Midwest must pay a $504,350 termination fee to Peoples. These provisions of the Merger Agreement could discourage other companies from trying to acquire Midwest even though such other companies might be willing to offer greater value to Midwest's shareholders than Peoples has offered in the Merger Agreement. The payment of the termination fee also could have a material adverse effect on Midwest's financial condition.

The fairness opinion obtained by Midwest from its financial advisor will not reflect changes in circumstances prior to the merger

Austin Associates, the financial advisor to Midwest, delivered a written fairness opinion to the board of directors of Midwest dated January 21, 2014. The fairness opinion states that, as of the date of the opinion, the merger consideration set forth in the Merger Agreement was fair, from a financial point of view, to the holders of shares of Midwest common stock. However, the fairness opinion does not reflect changes that may occur or may have occurred after the date on which it was delivered, including changes to the operations and prospects of Peoples or Midwest, changes in general market and economic conditions, or other changes. Should any such changes occur, it may alter the relative value of Peoples and Midwest.

Midwest shareholders will have a reduced ownership and voting interest after the merger and will exercise less influence over management of the combined organization

Midwest's shareholders currently have the right to vote in the election of the Midwest board of directors and on other matters affecting Midwest. When the Merger is completed, each Midwest shareholder that receives shares of Peoples' common stock will become a shareholder of Peoples with a percentage ownership of the combined organization that is much smaller than the shareholder's percentage ownership of Midwest. Because of this, Midwest's shareholders will have less influence on the management and policies of Peoples than they now have on the management and policies of Midwest.

Certain of Midwest's officers and directors have interests that are different from, or in addition to, interests of Midwest's shareholders generally

The directors and officers of Midwest have interests in the Merger that are different from, or in addition to, the interests of Midwest's shareholders generally. These interest include retention payments to be paid to certain officers, provisions in the Merger Agreement providing indemnification and insurance for directors and officers of Midwest for events occurring before the Merger, appointment to an advisory board that will be comprised of outside directors of Midwest who desire to participate, and payment of extended healthcare coverage for Midwest's chairman and his family for one year following the closing of Merger.

Failure to complete the Merger could negatively impact the value of Midwest's stock and future businesses and financial results of Peoples and Midwest

If the Merger is not completed, the ongoing businesses of Peoples and Midwest may be adversely affected and Peoples and Midwest will be subject to several risks, including the following:

- Peoples and Midwest will be required to pay certain costs relating to the Merger, whether or not the Merger is completed, such as legal, accounting, financial advisor and printing fees;
- under the Merger Agreement, Midwest is subject to certain restrictions on the conduct of its business before completing the Merger, which may adversely affect its ability to execute certain of its business strategies; and
- matters relating to the Merger may require substantial commitments of time and resources by Peoples and Midwest management, which could otherwise have been devoted to other opportunities that may have been beneficial to Peoples and Midwest as independent companies, as the case may be.

In addition, if the Merger is not completed, Midwest may experience negative reactions from its customers and employees. Midwest also could be subject to litigation related to any failure to complete the Merger.

FORWARD-LOOKING STATEMENTS

This proxy statement/prospectus and the documents incorporated herein by reference contain forward-looking statements, including statements about Peoples' financial condition, results of operations, earnings outlook, asset quality trends and profitability. Forward-looking statements express Peoples management's current expectations or forecasts of future events and, by their nature, are subject to assumptions, risks and uncertainties. Certain statements contained in this proxy statement/prospectus and the documents incorporated herein by reference that are not statements of historical fact constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, or the Reform Act, notwithstanding that such statements are not specifically identified.

In addition, certain statements may be contained in the future filings of Peoples with the SEC, in press releases and in oral and written statements made by or with the approval of Peoples that are not statements of historical fact and constitute forward-looking statements within the meaning of the Reform Act. Examples of forward-looking statements include, but are not limited to:

- statements about the benefits of the Merger between Peoples and Midwest, including future financial and operating results, cost savings, enhanced revenues and accretion to reported earnings that may be realized from the Merger;
- statements of plans, objectives and expectations of Peoples or Midwest or their respective management or boards of directors;
- statements of future economic performance; and
- statements of assumptions underlying such statements.

Words such as "believes," "anticipates," "expects," "intends," "targeted," "continue," "remain," "will," "should," "may" and ot expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements.

Forward-looking statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. Factors that could cause actual results to differ from those discussed in the forward-looking statements include, but are not limited to:

- the risk that the businesses of Peoples and Midwest will not be integrated successfully or such integration may be more difficult, time-consuming or costly than expected;
- expected revenue synergies and cost savings from the Merger may not be fully realized or realized within the expected time frame;
- revenues or earnings following the Merger may be lower than expected;
- deposit attrition, operating costs, customer loss and business disruption following the Merger, including, without limitation, difficulties in maintaining relationships with employees, may be greater than expected;
- the inability to obtain governmental approvals of the Merger on the proposed terms and schedule;
- the failure of Midwest's shareholders to approve the Merger;

- local, regional, national and international economic conditions and the impact they may have on Peoples and its customers and Peoples' assessment of that impact;
- changes in the level of non-performing assets, delinquent loans, and charge-offs;
- material changes in the value of Peoples' common shares;
- changes in estimates of future reserve requirements based upon the periodic review thereof under relevant regulatory and accounting requirements;

- the risk that management's assumptions and estimates used in applying critical accounting policies prove unreliable, inaccurate or not predictive of actual results;
- inflation, interest rate, securities market and monetary fluctuations;
- changes in interest rates, spreads on earning assets and interest-bearing liabilities, and interest rate sensitivity;
- competitive pressures among depository and other financial institutions may increase and have an effect on pricing, spending, third-party relationships and revenues;
- changes in laws and regulations (including laws and regulations concerning taxes, banking and securities) with which Peoples and Midwest must comply;
- the effects of, and changes in, trade, monetary and fiscal policies and laws, including interest rate policies of the Federal Reserve;
- legislation affecting the financial services industry as a whole, and/or Peoples and its subsidiaries, individually or collectively;
- governmental and public policy changes; and
- the impact on Peoples' businesses, as well as on the risks set forth above, of various domestic or international military or terrorist activities or conflicts.

Additional factors that could cause Peoples' results to differ materially from those described in the forward-looking statements can be found in Peoples' Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC. All subsequent written and oral forward-looking statements concerning the proposed transaction or other matters and attributable to Peoples or Midwest or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements referenced above. Forward-looking statements speak only as of the date on which such statements are made. Peoples and Midwest undertake no obligation to update any forward-looking statement.

THE SPECIAL MEETING OF SHAREHOLDERS OF MIDWEST

Time, Date and Place

This proxy statement/prospectus is being provided to Midwest shareholders in connection with the solicitation of proxies by the Midwest board of directors for use at the special meeting of shareholders to be held at , Eastern Daylight Savings Time, on , 2014, at 101 East A Street, Wellston, Ohio, including any adjournments of the special meeting.

Matters to be Considered

At the special meeting, the shareholders of Midwest will be asked to consider and vote upon the following matters:

- a proposal to adopt and approve the Merger Agreement;
- a proposal to approve the adjournment of the special meeting, if necessary, to solicit additional proxies, in the event there are not sufficient votes at the time of the special meeting to adopt and approve the Merger Agreement; and
- any other business which properly comes before the special meeting or any adjournment or postponement of the special meeting. The board of directors of Midwest is unaware of any other business to be transacted at the special meeting.

The board of directors of Midwest believes that the Merger with Peoples is in the best interests of Midwest shareholders and recommends that you vote (1) “FOR” the adoption and approval of the Merger Agreement and (2) “FOR” the proposal to adjourn the special meeting of Midwest shareholders, if necessary, to solicit additional proxies.

Record Date; Shares Outstanding and Entitled to Vote

The board of directors of Midwest has fixed the close of business on , 2014, as the record date for determining the Midwest shareholders who are entitled to notice of and to vote at the Midwest special meeting of shareholders. Only holders of shares of Midwest common stock at the close of business on the record date will be entitled to notice of and to vote at the Midwest special meeting.

As of the close of business on , 2014, there were 192,500 shares of Midwest common stock outstanding and entitled to vote at the special meeting. The shares of Midwest common stock were held of record by approximately 94 shareholders. Each share of Midwest common stock entitles the holder to one vote on all matters properly presented at the special meeting.

Votes Required; Quorum

Under Ohio law and Midwest’s Articles of Incorporation, the adoption and approval of the Merger Agreement requires the affirmative vote of the holders of at least two-thirds of the shares of Midwest common stock outstanding and entitled to vote at the special meeting. Approval of an adjournment of the special meeting requires the affirmative vote of the holders of a majority of Midwest’s common shares represented, in person or by proxy, at the special meeting.

As of , 2014, directors and executive officers of Midwest and their respective affiliates beneficially owned an aggregate of 15,615 shares of Midwest common stock, an amount equal to approximately 8.11% of the outstanding shares of Midwest common stock. All of the directors of Midwest, who collectively have the power to vote approximately 7.90% of the outstanding shares of Midwest common stock as of January 21, 2014, entered into a voting agreement on such date with Peoples pursuant to which they agreed, subject to certain terms and conditions, to vote all of their shares in favor of the adoption and approval of the Merger Agreement. As of the date of this proxy statement/prospectus, Peoples and its directors, executive officers and affiliates beneficially owned no shares of Midwest common stock.

Your vote is important, the adoption and approval of the Merger Agreement requires the affirmative vote of the holders of at least two-thirds of the shares of Midwest common stock outstanding and entitled to vote at the Midwest special meeting. Brokers who hold shares of Midwest common stock in “street name” for the beneficial owners cannot vote these shares of Midwest common stock on the adoption and approval of the Merger Agreement without specific instructions from the beneficial owners. If you fail to vote or if you mark “ABSTAIN” on your proxy card, or if your shares of Midwest common stock are held in “street name” and you fail to instruct your broker how to vote, it will have the same effect as a vote “AGAINST” the adoption and approval of the Merger Agreement.

A quorum, consisting of the holders of a majority of the outstanding shares of Midwest common stock, must be present in person or by proxy at the Midwest special meeting before any action, other than the adjournment of the special meeting, can be taken. A properly executed proxy card marked "ABSTAIN" will be counted for purposes of determining whether a quorum is present.

The Midwest board of directors does not expect any matter other than the adoption and approval of the Merger Agreement and, if necessary, the approval of the adjournment of the special meeting to solicit additional proxies, to be brought before the Midwest special meeting. If any other matters are properly brought before the special meeting for consideration, shares of Midwest common stock represented by properly executed proxy cards will be voted, to the extent permitted by applicable law, in the discretion of the persons named in the proxy card in accordance with their best judgment.

Solicitation and Revocation of Proxies

A proxy card accompanies each copy of this proxy statement/prospectus mailed to Midwest shareholders. Your proxy is being solicited by the board of directors of Midwest. Whether or not you attend the special meeting, the Midwest board of directors urges you to return your properly executed proxy card as soon as possible. If you return your properly executed proxy card prior to the special meeting and do not revoke it prior to its use, the shares of Midwest common stock represented by that proxy card will be voted at the special meeting or, if appropriate, at any adjournment of the special meeting. Midwest's common shares will be voted as specified on the proxy card or, in the absence of specific instructions to the contrary, will be voted "FOR" the adoption and approval of the Merger Agreement and, if necessary, "FOR" the approval of the adjournment of the special meeting, if necessary, to solicit additional proxies.

If you have returned a properly executed proxy card, you may revoke it at any time before a vote is taken at the special meeting by:

- filing a written notice of revocation with the Corporate Secretary of Midwest, at 101 East A Street, Wellston, Ohio 45692;
- executing and returning another proxy card with a later date; or
- attending the special meeting and giving notice of revocation in person.

Your attendance at the special meeting will not, by itself, revoke your proxy.

If you hold your shares of Midwest common stock in "street name" through a broker, bank or other nominee, you must provide your broker, bank or nominee (the record holder of your shares of common stock) with instructions on how to vote your shares of common stock. Your broker, bank or other nominee will provide you with a proxy card and voting instructions. If you have instructed your broker, bank or other nominee to vote your common shares, you must follow the directions received from your broker, bank or other nominee to change or revoke your vote.

Midwest will bear its own cost of solicitation of proxies on behalf of the Midwest board of directors. Proxies will be solicited by mail, and may be further solicited by additional mailings, personal contact, telephone, facsimile or electronic mail, by directors, officers and employees of Midwest, none of whom will receive additional compensation for their solicitation activities. Midwest will also pay the standard charges and expenses of brokerage houses, voting trustees, banks, associations and other custodians, nominees and fiduciaries, who are record holders of Midwest common shares not beneficially owned by them, for forwarding this proxy statement/prospectus and other proxy solicitation materials to, and obtaining proxies from, the beneficial owners of shares of Midwest common stock entitled to vote at the special meeting.

DISSENTERS' RIGHTS

Rights of Dissenting Midwest Shareholders

Shareholders of Midwest are entitled to certain dissenters' rights pursuant to Sections 1701.84(A) and 1701.85 of the Ohio General Corporation Law. Section 1701.85 generally provides that shareholders of Midwest will not be entitled to such rights without strict compliance with the procedures set forth in Section 1701.85, and failure to take any one of the required steps may result in the termination or waiver of such rights. Specifically, any Midwest shareholder who is a record holder of Midwest common shares on the , 2014, the record date for the Midwest special meeting and whose shares are not voted in favor of the adoption of the Merger Agreement may be entitled to be paid the "fair cash value" of such Midwest common shares after the effective time of the Merger. To be entitled to such payment, a shareholder must deliver to Midwest a

written demand for payment of the fair cash value of the shares held by such shareholder, before the vote on the merger proposal is taken, and the shareholder must otherwise comply with Section 1701.85. Any written demand must specify the shareholder's name and address, the number and class of shares held by him or her on the Midwest record date, and the amount claimed as the "fair cash value" of such Midwest common shares. See the text of Section 1701.85 of the Ohio General Corporation Law attached as ANNEX B to this proxy statement/prospectus for specific information on the procedures to be followed in exercising dissenters' rights.

If Midwest so requests, dissenting shareholders must submit their share certificates to Midwest within 15 days of such request, for endorsement on such certificates by Midwest that a demand for appraisal has been made. Failure to comply with such request will terminate the dissenting shareholders' rights. Such certificates will be promptly returned to the dissenting shareholders by Midwest. If Midwest and any dissenting shareholder cannot agree upon the "fair cash value" of Midwest's common shares, either may, within three months after service of demand by the shareholder, file a petition in the Court of Common Pleas of Jackson County, Ohio, for a determination of the "fair cash value" of such dissenting shareholder's Midwest common shares. The fair cash value of a Midwest common share to which a dissenting shareholder is entitled to under Section 1701.85 will be determined as of the day prior to the special meeting. The court may appoint one or more appraisers to determine the "fair cash value" and, if the court approves the appraisers' report, judgment will be entered for the "fair cash value," and the costs of the proceedings, including reasonable compensation of the appraisers, will be assessed or apportioned as the court considers equitable.

If a Midwest shareholder exercises his or her dissenters' rights under Section 1701.85, all other rights with respect to such shareholder's Midwest common shares will be suspended until Midwest purchases the shares, or the right to receive the fair cash value is otherwise terminated. Such rights will be reinstated should the right to receive the fair cash value be terminated other than by the purchase of the shares.

The foregoing description of the procedures to be followed in exercising dissenters' rights pursuant to Section 1701.85 of the Ohio General Corporation Law may not be complete and is qualified in its entirety by reference to the full text of Section 1701.85 attached as ANNEX B to this proxy statement/prospectus.

THE MERGER

The Proposed Merger

The Merger Agreement provides for the merger of Midwest with and into Peoples, with Peoples surviving (the "Merger"). Immediately following the Merger, and upon the receipt of the required regulatory approvals, First National will be merged with and into Peoples Bank, with Peoples Bank surviving the subsidiary bank merger.

The Merger Agreement is attached to this proxy statement/prospectus as ANNEX A and is incorporated in this proxy statement/prospectus by reference. You are encouraged to read the Merger Agreement carefully, as it is the legal document that governs the Merger.

Midwest's Background and Reasons for the Merger

Background of the Merger

As part of their continuing efforts to maximize shareholder value, Midwest's board of directors has considered various strategic options over the years.

Previously, the Midwest board of directors believed that the long-term return to its shareholders would be enhanced by Midwest remaining an independent financial institution. However, in recent years, there has been, and there continues to be, substantial consolidation in the banking and financial services industry. This trend is necessarily of concern to smaller institutions like Midwest because larger entities have a greater depth of and access to capital and have operating efficiencies that can provide them certain competitive advantages. Midwest has been dedicated to the goal of providing superior banking services, and, in analyzing strategic alternatives, has always sought to ensure that its actions resulted in enhanced shareholder value.

On September 24, 2013, Anthony Thorne, the President of Midwest, received a phone call from a representative of Peoples to explore whether Midwest would be willing to consider affiliating with Peoples. At that time, Midwest had not been actively considering a transaction or other strategic alternatives, but had intended to remain independent. The following day, September 25, 2013, Mr. Thorne received an indication of interest letter from Peoples expressing its desire to acquire Midwest and First

National. On September 26, 2013, Mr. Thorne and David Ratz, Vice President of Midwest, met with Richard Billman, the Chairman of the board of directors of Midwest and First National, to discuss the Peoples proposal.

At its meeting on October 9, 2013, the full board of directors of Midwest was made aware of the proposal from Peoples. At that meeting, Mr. Thorne and Mr. Ratz were authorized to meet with representatives of Peoples to discuss a potential transaction. Such a meeting occurred in Athens, Ohio on October 24, 2013 when Messrs. Thorne and Ratz met with Mr. Charles W. Sulerzyski and Mr. Edward G. Sloane, the Chief Executive Officer and Chief Financial Officer, respectively, of Peoples. In that meeting, the representatives of the two organizations had preliminary discussions about a potential transaction.

After the meeting of October 24th, Peoples provided to Mr. Thorne a Mutual Confidentiality and Non-Disclosure Agreement (the "Confidentiality Agreement"), which Mr. Thorne executed and returned to Peoples, to allow representatives of the two organizations to have continued and more substantive conversations about a potential transaction. After additional discussions between the parties and among the members of the board of directors of Midwest at the board meeting on November 13th, Mr. Thorne executed and returned to Peoples the indication of interest letter on November 18, 2013. Representatives of Peoples commenced a due diligence investigation, visiting Wellston and Jackson, Ohio, where the offices of First National are located and reviewing financial, loan and additional information concerning Midwest and First National after the execution of the Confidentiality Agreement.

Acting under direction from the Midwest board of directors, on December 13, 2013, Mr. Ratz contacted Richard F. Maroney, Jr. of Austin Associates, an investment banking firm specializing in mergers and acquisitions of community banking organizations, to determine if Austin Associates would be in a position to issue a "fairness opinion" to Midwest concerning the proposed transaction with Peoples. On the same day, Mr. Ratz contacted Thomas C. Blank of Shumaker, Loop & Kendrick, LLP, an attorney that has been involved in a number of community banking merger transactions, to see if Mr. Blank and his firm would be able to assist Midwest with the proposed transaction. Both Mr. Maroney and Mr. Blank provided engagement letters from their firms to Midwest to represent Midwest in the proposed transaction. Both of the firms were retained to assist Midwest in the transaction.

Counsel to Peoples and Mr. Blank and Mr. Maroney, on behalf of Midwest, commenced negotiation of the Merger Agreement on January 3, 2014 and continued such negotiations until January 15, 2014.

On January 15, 2014, the board of directors of Midwest held an extended meeting to review the terms of the proposed Merger Agreement. Mr. Maroney discussed the financial aspects of the proposed transaction. At the conclusion of his presentation, Mr. Maroney confirmed that it was the opinion of Austin Associates that the consideration to be received by Midwest shareholders under the Merger Agreement was fair, from a financial point of view. Mr. Blank, as legal counsel, reviewed with the board of directors the terms of the Merger Agreement and related matters in detail. Following the discussions at the meeting, the board of directors of Midwest unanimously approved the Merger Agreement, subject to finalization of a few outstanding provisions. Mr. Blank and counsel to Peoples continued to negotiate such provisions and reached final agreement as to the form of the Merger Agreement on January 20, 2014. Mr. Thorne executed the Merger Agreement on behalf of Midwest on January 21, 2014. Each of the members of the Midwest board of directors also executed a voting agreement as of that date obligating them to vote the shares of Midwest owned by them in favor of the Merger. The form of the voting agreement is attached as Exhibit A to the Merger Agreement, included as ANNEX A to this proxy statement/prospectus.

Midwest and Peoples issued a joint press release on January 21, 2014, concerning the transaction and Peoples filed a Current Report on Form 8-K with the SEC on that date, reporting that it had entered into the Merger Agreement.

Midwest's Reasons for the Merger

Midwest's board of directors determined that the Merger and the merger consideration were in the best interests of Midwest and its shareholders and recommends that Midwest shareholders vote in favor of the approval and adoption of the Merger Agreement.

In its deliberations and in making its determination, Midwest's board of directors considered many factors including, without limitation, the following:

- the belief that the financial terms of the Merger are considered fair, from a financial standpoint, to the shareholders of Midwest, based upon the opinion of Austin Associates;
- Midwest's community banking orientation and its compatibility with a similar operating philosophy of Peoples and Peoples Bank;
- the business, earnings, operations, financial condition, management, prospects, capital levels and asset quality of both Midwest and Peoples;

- the challenges to operating a small community bank in the current economic, regulatory and technological environment;
- Peoples' access to capital and managerial resources relative to that of Midwest;
- the provisions of the Merger Agreement;
- its desire to provide shareholders with the prospect for greater future appreciation on their investments in Midwest common stock than the amount the board of directors believed that Midwest could achieve independently;
- the greater liquidity of Peoples' common shares;
- pricing and other data from other similar transactions;
- First National's potential to better serve its customers and enhance its competitive position in the communities in which it operates due to Peoples' ability to offer more diverse financial products and services as a larger and more highly capitalized institution;
- the ability for Midwest's board to respond to an unsolicited offer from another entity and the amount and terms of the termination fee;
- the effect of the Merger on Midwest's employees, customers and community; and
- the dividend accretion to Midwest shareholders who receive Peoples' common shares in exchange for their Midwest common shares.

The above discussion of the information and factors considered by Midwest's board of directors is not intended to be exhaustive, but includes all material factors considered by the board in arriving at its determination to approve, and to recommend that the Midwest shareholders vote to approve the Merger Agreement. The Midwest board of directors did not assign any relative or specific weights to the above factors, and individual directors may have given differing weights to different factors.

Recommendation of the Midwest Board of Directors

The board of directors of Midwest unanimously approved the Merger Agreement. The board of directors of Midwest believes that the Merger is fair to and in the best interests of Midwest and its shareholders, and, as a result, the directors unanimously recommend that Midwest shareholders vote "FOR" the adoption and approval of the Merger Agreement.

Peoples' Reasons for the Merger

Peoples believes that the Merger is in the best interests of Peoples and its shareholders. In reaching this determination, the Peoples board of directors consulted with its management, as well as its accounting and legal advisors, and considered the projected pro forma impact of the Merger and a number of other factors, including, without limitation, the following:

- the long-term interests of Peoples and its shareholders, as well as the interests of its employees, customers, creditors and the communities in which Peoples operates.
- the opportunity to acquire a 128-year old bank with deep community banking relationships;
- enhanced market share in Ohio with incremental high-quality, low-cost core deposits;
- the market area in which Midwest's offices are located is a market in which Peoples would like to continue to expand;
- the cost of acquiring Midwest, its branch network and customer base is estimated to be equivalent to the cost of building new branch facilities, which would not provide any customers, revenue stream, employees or community goodwill;
- Peoples believes it can realize cost savings and other benefits of size and operating efficiencies;
- Peoples believes that the merger should assist it in maintaining its status as an independent holding company and Peoples Bank as a community bank; and
- the size and structure of the transaction allows Peoples to maintain its strong capital position and fund the cash portion of the transaction through current operations; additionally, the merged banks will also maintain a strong capital

position allowing the organization to expand within its new markets.

The board of directors of Peoples also considered a variety of risks and other potentially negative factors in deliberations concerning the Merger. In particular, the board of directors of Peoples considered:

- the costs associated with the regulatory approval process, the costs associated with calling a special meeting of the Midwest shareholders and other Merger related costs; and
- the risks associated with combining the operations of Midwest with Peoples' existing operations, including difficulty in combining corporate, accounting, financial information and information systems.

The above discussion of the information and factors considered by Peoples' board of directors is not intended to be exhaustive, but includes all material factors considered by the board in arriving at its determination to approve. The board of directors of Peoples did not assign any relative or specific weights to the above factors, and individual directors may have given differing weights to different factors.

Opinion of Midwest's Financial Advisor

In December 2013, Midwest jointly engaged Austin Associates and Investment Bank Services ("IBS"), a registered broker dealer, to provide financial advisory services in connection with the potential sale of Midwest. Austin Associates is an investment banking and consulting firm specializing in community bank mergers and acquisitions. Principals of Austin Associates' investment banking team that assisted Midwest are also registered representatives of IBS. Midwest selected Austin Associates and IBS as its financial advisors on the basis of their experience and expertise in representing community banks in similar transactions.

Austin Associates acted as financial advisor to Midwest in connection with the Merger and participated in certain of the negotiations leading to the Merger Agreement. As part of its engagement, Austin Associates assessed the fairness, from a financial point of view, of the merger consideration being received by the shareholders of Midwest. Austin Associates attended the January 15, 2014 meeting at which Midwest's board considered and approved the Merger Agreement. At that meeting, Austin Associates delivered to the board its oral opinion, subsequently confirmed in writing that, as of such date, the merger consideration was fair to Midwest, and its shareholders, from a financial point of view. The full text of Austin Associates' opinion is attached as ANNEX C to this proxy statement/prospectus. The description of the opinion set forth below is qualified in its entirety by reference to the opinion.

You should consider the following when reading the discussion of Austin Associates' opinion in this document:

- The opinion letter details the procedures followed, assumptions made, matters considered, and qualifications and limitations of the review undertaken by Austin Associates in connection with its opinion, and should be read in its entirety;

- Austin Associates expressed no opinion as to the price at which Midwest's or Peoples' common stock would actually be trading at any time;

- Austin Associates' opinion does not address the relative merits of the Merger and the other business strategies considered by the Midwest's board, nor does it address the board's decision to proceed with the Merger; and

- Austin Associates' opinion rendered in connection with the Merger does not constitute a recommendation to any Midwest shareholder as to how he or she should vote at the special meeting.

The preparation of a fairness opinion involves various determinations as to the most appropriate methods of financial analysis and the application of those methods to the particular circumstances. It is, therefore, not readily susceptible to partial analysis or summary description. In performing its analyses, Austin Associates made numerous assumptions with respect to industry performance, business and economic conditions, and other matters, many of which are beyond the control of Midwest and Peoples and may not be realized. Any estimates contained in Austin Associates' analyses

are not necessarily predictive of future results or values, and may be significantly more or less favorable than the estimates. Estimates of values of companies do not purport to be appraisals or necessarily reflect the prices at which the companies or their securities may actually be sold. Unless specifically noted, none of the analyses performed by Austin Associates was assigned a greater significance by Austin Associates than any other. The relative importance or weight given to these analyses is not affected by the order of the analyses or the corresponding results. The summaries of financial analyses include information presented in tabular format. The tables should be read together with the text of those summaries.

With respect to the internal projections and estimates for Midwest and Peoples, and the expected transaction costs, purchase accounting adjustments and cost savings, Peoples and Midwest's management confirmed to us that they reflected the best currently

available estimates and judgments of management of the future financial performance of Midwest and Peoples, respectively, and we assumed that such performance would be achieved. We express no opinion as to such financial projections and estimates or the assumptions on which they are based. We have also assumed that there has been no material change in Midwest or Peoples' assets, financial condition, results of operations, business or prospects since the date of the most recent financial statements made available to us. We have assumed in all respects material to our analysis that Midwest and Peoples will remain as going concerns for all periods relevant to our analyses, that all of the representations and warranties contained in the Agreement are true and correct, that each party to the Merger Agreement will perform all of the covenants required to be performed by such party under the Merger Agreement, and that the conditions precedent in the Merger Agreement are not waived. Finally, we have relied upon the advice Midwest has received from its legal, accounting and tax advisors as to all legal, accounting and tax matters relating to the Merger and the other transactions contemplated by the Merger Agreement.

Austin Associates has relied, without independent verification, upon the accuracy and completeness of the information it reviewed for the purpose of rendering its opinion. Austin Associates did not undertake any independent evaluation or appraisal of the assets and liabilities of Peoples or Midwest, nor was it furnished with any appraisals. Austin Associates has not reviewed any individual credit files of Peoples or Midwest, and has assumed that Peoples' and Midwest's allowances are, in the aggregate, adequate to cover inherent credit losses. Austin Associates' opinion is based on economic, market and other conditions existing on the date of its opinion. No limitations were imposed by Midwest's board or its management upon Austin Associates with respect to the investigations made or the procedures followed by Austin Associates in rendering its opinion.

In rendering its opinion, Austin Associates made the following assumptions:

- that all material governmental, regulatory and other consents and approvals necessary for the consummation of the Merger would be obtained without any adverse effect on Midwest, Peoples or on the anticipated benefits of the Merger;
- that Midwest and Peoples have provided all of the information that might be material to Austin Associates in its review; and
- that the financial projections it reviewed were reasonably prepared on a basis reflecting the best currently available estimates and judgment of the management of Midwest and Peoples as to the future operating and financial performance of Midwest and Peoples, respectively.

In connection with its opinion, Austin Associates reviewed:

- the Merger Agreement;
- certain publicly available financial statements and other historical financial information of Midwest that we deemed relevant;
- certain publicly available financial statements and other historical financial information of Peoples that we deemed relevant;
- internal financial projections for Midwest and Peoples for the year ending December 31, 2014 prepared by and reviewed with management of Midwest and Peoples, respectively;
- the pro forma financial impact of the Merger on Peoples, based on assumptions relating to transaction expenses, accounting adjustments, and cost savings determined by and discussed with senior management of Peoples;
- publicly reported historical price and trading activity for Peoples' common stock, including a comparison of certain financial and stock market information with similar publicly available information for certain other companies the securities of which are publicly traded;
- the financial terms of certain recent business combinations in the commercial banking industry, to the extent publicly available;
- current market environment generally and the banking environment in particular; and
- such other information, financial studies, analyses and investigations and financial, economic and market criteria as we considered relevant.

Austin Associates also discussed with certain members of senior management of Midwest the business, financial condition, results of operations and prospects of Midwest, including certain operating, regulatory and other financial matters. We held similar discussions with certain members of senior management of Peoples regarding the business, financial condition, results of operations and prospects of Peoples.

The following is a summary of the material factors considered and analyses performed by Austin Associates in connection with its opinion dated January 21, 2014. Austin Associates subsequently updated its analyses to include December 31, 2013 reported

financial information of Midwest and Peoples. The summary does not purport to be a complete description of the analyses performed by Austin Associates. Capitalized terms used herein without definition shall have the meanings given to such terms in the Merger Agreement.

Summary of Financial Terms of Agreement

Austin Associates reviewed the financial terms of the Merger Agreement, including the form of consideration, the pricing formula of the exchange ratio for the stock portion of the consideration, and the resulting value per share to be received by Midwest common shareholders pursuant to the proposed Merger.

The terms of the Merger Agreement provide that each outstanding common share of Midwest stock shall receive $65.50 in value of: (i) shares of Peoples' common stock; (ii) cash; or (iii) a combination of shares of Peoples' common stock and cash. The shareholder election is subject to allocation procedures such that between 50% to 75% of Midwest common stock in the aggregate shall be converted into and become shares of Peoples' common stock and 50% to 25% of Midwest common stock shall be converted into the right to receive cash, respectively. In determining the number of Peoples' common stock to be issued, the merger consideration of $65.50 per share shall be divided by the average closing price of Peoples' common stock during the 20 consecutive trading days immediately preceding the closing date. As of January 21, 2014, the date of the announcement, the previous 20-day average closing price for Peoples was $22.33. For illustrative purposes, the exchange range would have equaled 2.933 if the transaction closed on January 21, 2014. The exchange ratio for the stock consideration will vary until the closing date based on changes in the closing price of Peoples' common stock.

Based on 192,500 common shares of Midwest outstanding and per share value of $65.50 per common share, the aggregate value of the transaction approximates $12.6 million. Austin Associates calculated that the value of $12.6 million represented as of December 31, 2013:

- 105% of book value;
- 105% of tangible book value;
- 32.0 times last twelve months net income ending December 31, 2013; and
- 0.9% premium above tangible equity as a percent of core deposits.

Comparable Transaction Analysis

Austin Associates compared the financial performance of certain selling institutions and the prices paid in selected transactions to Midwest's financial performance and the transaction multiples being paid by Peoples for Midwest. Specifically, Austin Associates reviewed certain information relating to Indiana, Kentucky, Ohio, Pennsylvania and West Virginia bank and thrift sale transactions from January 1, 2013 to December 31, 2013 involving sellers with total assets less than $500 million, and positive last twelve-month ("LTM") return on average assets ("ROAA"). Eleven transactions met the transaction criterion.

Buyer Name	State	Seller Name	City	State
1. First Financial Bancorp	OH	Insight Bank	Worthington	OH
2. First Financial Bancorp	OH	First Bexley Bank	Bexley	OH
3. Premier Financial Bancorp	WV	Bank of Gassaway	Gassaway	WV
4. ESSA Bancorp Inc.	PA	Franklin Security Bancorp	Wilkes-Barre	PA
5. LCNB Corp.	OH	Eaton National B&TC	Eaton	OH
6. Poage Bankshares Inc.	KY	Town Square Financial Corp.	Ashland	KY
7. German American Bancorp	IN	United Commerce Bancorp	Bloomington	IN

8. Peoples Bancorp Inc.	OH	Ohio Commerce Bank	Beachwood	OH
9. Croghan Bancshares Inc.	OH	Indebancorp	Oak Harbor	OH
10. CNB Financial Corp.	PA	FC Banc Corp.	Bucyrus	OH
11. First Trust Financial Corp.	KY	Ballard Kevil Bancorp, Inc.	Kevil	KY

The following table highlights the results of this guideline transaction comparison:

Seller's Financial Performance	Median Guideline	Midwest[(1)]
Total Assets ($ mils)	$191	$91
Tangible Equity / Tangible Assets	10.58%	13.21%
Return on Average Assets	0.63%	0.43%
Return on Average Equity	3.28%	3.30%
Efficiency Ratio	77.0%	80.5%
Nonperforming Assets / Total Assets	1.10%	3.02%
Deal Transaction Multiples		
Price / Tangible Book Value Ratio	127%	105%
Price / LTM Earnings	19.7	32.0
Premium / Core Deposits	4.2%	0.9%

(1) Midwest's financial performance and deal transaction multiples based on December 31, 2013 financial data.

The median LTM ROAA of the selling banks was 0.63%. Further, the median nonperforming assets ("NPA") to total assets ratio measured 1.10%. In contrast, Midwest had a LTM ROAA of 0.43% and a NPA to total assets ratio of 3.02%. The indicated price to tangible book ratio being paid by Peoples for Midwest of 105% was lower than the median price to tangible book ratio of 127% for this transaction group. The price-to-earnings multiple for Midwest of 32.0 was higher than the median multiple of 19.7. The indicated core deposit premium being paid by Peoples for Midwest of 0.9% was lower than the median premium paid for the transaction group of 4.2%.

Peoples Financial Performance and Market Trading Data versus Peer

Austin Associates compared selected results of Peoples' operating performance to those of 26 publicly traded banks in Indiana, Kentucky, Ohio, Pennsylvania and West Virginia having total assets between $1.0 billion and $5.0 billion. Austin Associates considered this group of financial institutions comparable to Peoples on the basis of asset size and geographic location.

This peer group consisted of the following companies:

Company Name	Symbol	Company Name	Symbol
1st Source Corp.	SRCE	Bryn Mawr Bank Corp.	BMTC
S&T Bancorp, Inc.	STBA	CNB Financial Corp.	CCNE
First Merchants Corp.	FRME	Bank of Kentucky Financial Corp.	BKYF
Customers Bancorp, Inc.	CUBI	Horizon Bancorp	HBNC
City Holding Co.	CHCO	STAR Financial Group Inc.	SFIGA
Republic Bancorp Inc.	RBCAA	MutualFirst Financial Inc.	MFSF
Lakeland Financial Corp.	LKFN	Citizens & Northern Corp.	CZNC
First Financial Corp.	THFF	Orrstown Financial Services	ORRF
MainSource Financial Group	MSFG	Penns Woods Bancorp Inc.	PWOD
S.Y. Bancorp Inc.	SYBT	Farmers National Banc Corp.	FMNB
Univest Corp. of Pennsylvania	UVSP	Codorus Valley Bancorp Inc.	CVLY
TriState Capital Holdings Inc.	TSC	AmeriServ Financial Inc.	ASRV
German American Bancorp	GABC	ACNB Corp.	ACNB

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Austin Associates noted the following selected financial measures for the peer group as compared to Peoples:

	Peer Financial Performance			
	25th Pct	Median	75th Pct	Peoples[1]
Total Assets ($ mils)	$1,276	$2,148	$3,137	$2,059
Tangible Common Equity/Tangible Assets	8.48%	9.29%	9.91%	7.36%
LTM PTPP / Average Assets[2]	1.25%	1.70%	1.87%	1.39%
LTM Core Return on Average Assets	0.85%	1.02%	1.23%	0.82%
LTM Core Return on Average Equity	7.55%	9.64%	11.84%	7.14%
NPAs / Total Assets	1.21%	0.97%	0.83%	0.47%
NPAs / (Tangible Equity + ALLL[3])	11.90%	9.70%	7.20%	5.90%

(1) Peoples' financial performance as of December 31, 2013. Peoples' core net income has been adjusted to exclude recoveries of loan losses.

(2) PTPP = Pre-Tax Pre-Provision = Net Interest Income + Noninterest Income - Noninterest Expense.

(3) ALLL = Allowances for Loan and Lease Losses.

This comparison indicated that Peoples was below the 25th percentile of the peer group in profitability (ROAA and Return on Average Equity) while exceeding the 75th percentile in asset quality (NPAs / Total Assets). Peoples ranked below the 25th percentile in tangible common equity to tangible assets.

The following presents a summary of the market trading data of Peoples compared to this same peer group as of January 20, 2014, the day immediately prior to the date of Austin Associates's opinion letter:

	Peer Market Trading Data			
As of 01/20/2014	25th Pct	Median	75th Pct	Peoples[1]
Price / Tangible Book Value per Share	125%	146%	187%	159%
Price / LTM Core EPS[2]	12.8	14.0	15.7	14.8
Dividend Yield	1.57%	2.12%	3.14%	2.47%
Average Monthly Shares Traded	326,062	498,278	788,062	469,568
Average Monthly Volume to Shares	3.07%	3.86%	4.88%	4.43%

(1) Peoples' last 12 months Core EPS has been adjusted to exclude recoveries of loan losses.

(2) EPS = Earnings Per Share

Peoples traded slightly above the median of the peer group as measured by price to tangible book and price to LTM Core EPS. Peoples exceeded the median of the guideline group in dividend yield. Peoples approximated between the median average monthly trading volume.

Pro Forma Merger Analysis

Austin Associates analyzed the potential pro forma effect of the Merger assuming the Merger was completed on June 30, 2014. Assumptions were made regarding the accounting adjustments, costs savings and other acquisition adjustments based on discussions with management of Midwest and Peoples. Based on fully phased in cost savings 2015 earnings estimates, this analysis indicated that the Merger is expected to be accretive to Peoples' estimated stand-alone EPS in the beginning of 2015. Austin Associates calculated that Peoples' tangible book value per share would be diluted at closing, but recovered within one to two years depending on the level of stock consideration. Peoples would continue to be well-capitalized following the Merger.

Pro Forma Dividends Per Share to Midwest

Based on the illustrative exchange ratio and Peoples' current annual cash dividend rate of $0.60 per share, Midwest's common stockholders will receive $1.76 in equivalent cash dividends per share. Midwest's annual cash dividend in 2013 was $1.25 per share. As a result, shareholders electing to receive shares of Peoples would receive a 40.8%

increase in annual cash dividends following the Merger.

Austin's Compensation and Other Relationships With Midwest and Peoples

Midwest has agreed to pay Austin Associates and IBS certain fees for its services as financial advisor in connection with the Merger. Midwest paid Austin Associates a cash fee of $15,000 upon execution of the engagement letter. Midwest paid Austin Associates a cash fee of $25,000 upon execution of the Merger Agreement, which included the issuance of the Austin Associates fairness opinion. Midwest has agreed to pay IBS a cash fee at closing of the Merger equal to $30,000.

Midwest has agreed to reimburse Austin Associates and IBS for its reasonable out-of-pocket expenses, and to indemnify Austin Associates and IBS against certain liabilities, including liabilities under securities laws. Austin Associates has not provided any consulting services to Midwest prior to this transaction. In addition, Austin Associates has not provided consulting services to Peoples in the last four years.

Summary

Based on the preceding summary discussion and analysis, and subject to the qualifications described herein, Austin Associates determined the terms of the Merger Agreement to be fair, from a financial point of view, to Midwest and its shareholders.

The opinion expressed by Austin Associates was based on market, economic and other relevant considerations as they existed and could be evaluated as of the date of the opinion. Events occurring after the date of issuance of the opinion, including, but not limited to, changes affecting the securities markets, the results of operations or material changes in the financial condition of either Peoples or Midwest, could materially affect the assumptions used in preparing this opinion.

Regulatory Approvals Required

The Merger must receive approval from both the OCC and the Federal Reserve before the proposed Merger may be consummated. Peoples has submitted an application to the OCC, which is currently pending. Upon receipt of the OCC approval, Peoples will submit an application (or waiver thereof) to the Federal Reserve to obtain approval of the transactions contemplated by the Merger Agreement.

Peoples and Midwest anticipate that the necessary regulatory approvals will be obtained and will not contain any materially adverse or unduly burdensome conditions, restrictions or requirements. However, there can be no assurance that any one or more of the required regulatory approvals will be obtained, that the approvals will be received on a timely basis, or that the approvals will not impose conditions or requirements that would so materially reduce the economic or business benefits of the Merger that, had such conditions or requirements been known, either Peoples or Midwest would not have entered into the Merger Agreement.

The approval of any regulatory applications merely implies the satisfaction of regulatory criteria for approval, which does not include review of the adequacy or fairness of the merger consideration to Midwest shareholders. Furthermore, regulatory approvals do not constitute or imply any endorsement or recommendation of the Merger or the terms of the Merger Agreement.

Interests of Midwest Directors and Officers in the Merger

As described below, some of Midwest's directors and executive officers have interests in the Merger that may be different from, or in addition to, the interests of Midwest shareholders generally. The Midwest board of directors was aware of these interests and considered them in approving the Merger Agreement.

Severance Payments

Under the terms of the Merger Agreement, Peoples shall pay to each employee, including officers, of Midwest or First National who (i) is not subject to an existing contract providing for severance and/or a change in control payment, (ii) is an employee of Midwest or First National immediately before the effective time of the Merger, (iii) has been an employee of Midwest or First National for at least 6 months prior to the effective time of the Merger, and (iv) is not offered continued employment by Peoples or any of its subsidiaries after the effective time of the Merger, or is offered employment outside of Jackson County, Ohio, or at a salary less than his or her current salary, or is

involuntarily terminated by Peoples without cause during the first six months after the effective time of the Merger, a severance amount equal to 2 weeks base pay multiplied by the number of whole years of service of such employee with Midwest or First National, less applicable local, state and federal tax withholding; provided, however, that the minimum severance payment shall equal 4 weeks of base pay, and the maximum severance payment shall not exceed 26 weeks of base pay. Further, for any employee of Midwest or First National participating in Midwest's or First National's group health program at the effective time of the Merger who is entitled to a severance payment, the employee will be able to purchase health insurance coverage for the employee and for any spouse or other dependent covered by Midwest or First National's group health program at the effective time of the Merger, at the full premium rate for the entire COBRA period.

Retention Payments

Under the terms of the Merger Agreement, Midwest and Peoples may mutually determine that retention payments to any employees, including officers, of First National are necessary to allow for the continued efficient operation of First National through, or transition to Peoples Bank after, the effective time of the Merger. The Merger Agreement allows Midwest and Peoples to agree to make such payments at such times and in such individual amounts as mutually agreed to between Midwest and Peoples.

In addition to the discretionary retention payments noted above, certain long standing employees, including officers, of First National are entitled to specific retention bonuses in addition to severance payments to be received if (i) such person is not subject to an existing contract providing for severance and/or a change in control payment, (ii) such person is an employee of Midwest or First National immediately before the effective time of the Merger, (iii) such person has been an employee of Midwest or First National for at least six months prior to the effective time of the Merger, and (iv) such person is not offered continued employment by Peoples or any of its subsidiaries after the effective time of the Merger, or is offered employment outside of Jackson County, Ohio, or at a salary less than his or her current salary, or is involuntarily terminated by Peoples without cause during the first six months after the effective time of the Merger. Specifically, upon satisfaction of the conditions in the prior sentence, Anthony Thorne, President of Midwest and First National would be entitled to a retention payment in the event that he is terminated at the time of Merger or within six months thereafter.

Continuation of Healthcare Coverage for the Chairman of Midwest Board of Directors

For a period of one year from the effective date of the Merger, Peoples has agreed to pay the monthly premiums due to maintain the family health coverage that the chairman of the board of directors of Midwest is currently receiving under First National’s group health plan, for medical continuation coverage required pursuant to applicable law.

Advisory Board

Peoples has agreed to establish and maintain, for a period of one year following the effective date of the Merger, an advisory board that will be comprised of outside directors of Midwest who desire to participate. The advisory board shall meet every other month during the one year period, and the members of the advisory board will be entitled to receive a fee in the amount of $500 per member per meeting attended.

Indemnification and Directors’ and Officers’ Liability Insurance

For a period of five years following the effective time of the Merger and subject to compliance with applicable state and federal laws, Peoples will indemnify each person who served as a director or officer of Midwest before the effective time of the Merger to the fullest extent provided by Midwest’s governing documents, from and against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding by reason of the fact that the person was an officer or director of Midwest. In addition, the Merger Agreement provides that, prior to the Merger, Midwest will purchase a directors’ and officers’ liability insurance policy to be effective for up to five years following the effective date of the Merger, on terms no less advantageous than those contained in Midwest’s existing policy.

Material Federal Income Tax Consequences

Reorganization Treatment
The Merger will be a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code, and Peoples and Midwest each will be a “party to the reorganization” within the meaning of Section 368(b) of the Internal

Revenue Code.

Tax Consequences to Peoples and Midwest

No Gain or Loss. No gain or loss will be recognized by Peoples or Midwest as a result of the Merger.

Tax Basis. The tax basis of the assets of Midwest in the hands of Peoples will be the same as the tax basis of such assets in the hands of Midwest immediately prior to the Merger.

Holding Period. The holding period of the assets of Midwest to be received by Peoples will include the period during which such assets were held by Midwest.

Tax Consequences to Midwest Shareholders who Receive Only Peoples' Common Stock

No gain or loss will be recognized by a Midwest shareholder who receives solely shares of Peoples' common stock (except for cash received in lieu of fractional shares, as discussed below) in exchange for all of its shares of Midwest common stock. The tax basis of the shares of Peoples' common stock received by a Midwest shareholder in such exchange will be equal (except for the basis attributable to any fractional shares of Peoples' common stock, as discussed below) to the basis of Midwest's common stock surrendered in exchange for the Peoples' common stock. For shares held through a broker, the designation is made by giving written notice to the broker. For shares held in certificate form by the shareholder, the designation is made by a written designation in the shareholder's records. For tax purposes, the holding period of the Peoples' common stock received will include the holding period of shares of Midwest common stock surrendered in exchange for the Peoples' common stock, provided that such shares were held as capital assets of the Midwest shareholder at the effective time of the Merger.

Tax Consequences to Midwest Shareholders who Receive Only Cash

A Midwest shareholder who receives solely cash in exchange for all of its shares of Midwest common stock (and is not treated as constructively owning Peoples' common stock after the Merger under the circumstances referred to below under "Possible Dividend Treatment") will recognize a gain or loss for federal income tax purposes equal to the difference between the cash received and such shareholder's tax basis in Midwest's common stock surrendered in exchange for the cash. Such gain or loss will be a capital gain or loss, provided that such shares were held as capital assets of the Midwest shareholder at the effective time of the Merger. Such gain or loss will be long-term capital gain or loss if the Midwest shareholder's holding period is more than one year. The Internal Revenue Code contains limitations on the extent to which a taxpayer may deduct capital losses from ordinary income.

Tax Consequences to Midwest Shareholders who Receive a Combination of Cash and Peoples' Common Stock

A Midwest shareholder who receives a combination of Peoples' common stock and cash in exchange for its Midwest common stock will not be permitted to recognize any loss for federal income tax purposes. Such a shareholder will recognize gain, if any, equal to the lesser of (i) the amount of cash received or (ii) the amount of gain "realized" in the transaction. The amount of gain a Midwest shareholder "realizes" will equal the amount by which (a) the cash plus the fair market value, at the effective time of the Merger, of Peoples' common stock received exceeds (b) the shareholder's basis in Midwest's common stock to be surrendered in the exchange for the cash and Peoples' common stock. Any recognized gain could be taxed as a capital gain or a dividend, as described below. The tax basis of the shares of Peoples' common stock received by such Midwest shareholder will be the same as the basis of the shares of Midwest common stock surrendered in exchange for the shares of Peoples' common stock, plus any gain recognized by such shareholder in the Merger, and minus any cash received by the shareholder in the Merger. The holding period for shares of Peoples' common stock received by such Midwest shareholder will include such shareholder's holding period for Midwest's common stock surrendered in exchange for the Peoples' common stock, provided that such shares were held as capital assets of the shareholder at the effective time of the Merger.

A Midwest shareholder's federal income tax consequences will also depend on whether its shares of Midwest common stock were purchased at different times and/or at different prices. If they were, the Midwest shareholder could realize gain with respect to some of the shares of Midwest common stock and loss with respect to other shares. Such Midwest shareholder would have to recognize such gain to the extent such shareholder receives cash with respect to those shares in which the shareholder's adjusted tax basis is less than the amount of cash plus the fair market value at the effective time of the Merger of the Peoples' common stock received, but could not recognize loss with respect to those shares in which the Midwest shareholder's adjusted tax basis is greater than the amount of cash plus the fair market value at the effective time of the Merger of Peoples' common stock received. Any disallowed loss would be included in the adjusted basis of Peoples' common stock. Such a Midwest shareholder is urged to consult its own tax advisor respecting the tax consequences of the Merger to that shareholder.

Possible Dividend Treatment

In certain circumstances, a Midwest shareholder who receives a combination of cash and Peoples' common stock in the Merger may receive ordinary income, rather than capital gain, treatment on all or a portion of the gain recognized by that shareholder if the receipt of cash "has the effect of the distribution of a dividend." In general, the determination of whether such gain recognized will be treated as capital gain or has the effect of a distribution of a dividend depends

upon whether and to what extent the exchange reduces the shareholder's deemed percentage of stock ownership of Peoples. For purposes of this determination, the shareholder generally will be treated as if it first exchanged all of its shares of Midwest common stock solely for Peoples' common stock and then Peoples immediately redeemed a portion of Peoples' common stock in exchange for the cash the holder actually received, which redemption shall be referred to herein as a "deemed redemption." Such gain recognized by a shareholder pursuant to the deemed redemption will be treated as a capital gain if the deemed redemption is (i) "substantially disproportionate" with respect to the shareholder (and after the deemed redemption the holder actually or constructively owns less than 50% of the voting power of the outstanding Peoples' common stock) or (ii) not "essentially equivalent to a dividend."

The deemed redemption will be "substantially disproportionate" with respect to a holder if the percentage of the outstanding Peoples' common stock that the holder actually and constructively owns immediately after the deemed redemption is less than 80% of the percentage of the outstanding Peoples' common stock that the shareholder is deemed actually and constructively to have owned immediately before the deemed redemption. The deemed redemption will not be considered to be "essentially equivalent to a dividend" if it results in a "meaningful reduction" in the shareholder's deemed percentage of stock ownership of Peoples. In applying the above tests, the shareholder may, under the constructive ownership rules, be deemed to own stock that is owned by other persons or otherwise in addition to the stock the holder actually owns or owned.

As these rules are complex and dependent upon each shareholder's specific circumstances, each Midwest shareholder should consult its own tax advisor to determine whether it may be subject to these rules.

Cash in Lieu of Fractional Shares

A Midwest shareholder that receives cash in lieu of a fractional share of PEBO common stock generally will be treated as having received such fractional share and then having received such cash in redemption of such fractional share. Gain or loss generally will be recognized based on the difference between the amount of cash received in lieu of the fractional share and the portion of the shareholder's aggregate adjusted basis in the shares of Midwest stock surrendered which is allocable to the fractional share. Such gain or loss generally will be long-term capital gain or loss if the shareholder's holding period for its Midwest stock exceeds one year at the effective time of the Merger.

Backup Withholding

Under certain circumstances, cash payments made to a holder of Midwest common shares pursuant to the Merger may be subject to backup withholding at a rate of 28% of the cash payable to the holder, unless the holder furnishes its taxpayer identification number in the manner prescribed in applicable Treasury regulations, certifies that such number is correct, certifies as to no loss of exemption from backup withholding and meets certain other conditions. Any amounts withheld from payments to a holder under the backup withholding rules will be allowed as a refund or credit against the holder's U.S. federal income tax liability, provided the required information is furnished to the Internal Revenue Service.

The discussion of material federal income tax consequences of the Merger is included in this proxy statement/prospectus for general information only. Each Midwest shareholder should consult with his, her or its own tax advisor regarding the specific tax consequences to the shareholder of the Merger, including the application and effect of state, local, and foreign income and other tax laws.

Accounting Treatment

The Merger will be accounted for under the acquisition method of accounting in accordance with U.S. GAAP. Under the acquisition method of accounting, the assets and liabilities of Midwest will be recorded and assumed at estimated fair values at the time the Merger is consummated. The excess of the estimated fair value of Peoples' common shares issued and the cash proceeds paid over the net fair values of the assets acquired, including identifiable intangible assets, and liabilities assumed will be recorded as goodwill and will not be deductive for income tax purposes. Goodwill will be subject to an annual test for impairment and the amount impaired, if any, will be charged as an expense at the time of impairment.

Resale of Peoples' Common Shares

Peoples has registered the Peoples' common shares to be issued in the Merger with the SEC under the Securities Act of 1933, as amended (the "Securities Act"). No restrictions on the sale or other transfer of Peoples' common shares issued in the Merger will be imposed solely as a result of the Merger, except for restrictions on the transfer of Peoples' common shares issued to any Midwest shareholder who may become an "affiliate" of Peoples for purposes of Rule 144 under the Securities Act. The term "affiliate" is defined in Rule 144 under the Securities Act and generally includes executive officers, directors and shareholders beneficially owning 10% or more of the outstanding Peoples' common shares.

Employee Matters

The Merger Agreement provides that employees of Midwest or First National who become employees of Peoples as a result of the Merger will, as determined by Peoples, participate in either Midwest's employee benefit plans (for so long as Peoples determines necessary or appropriate) or in the employee benefit plans sponsored by Peoples for Peoples' employees. Employees of Midwest or First National will receive credit for their years of service with Midwest or First

National, as applicable, for participation and vesting purposes under the applicable Peoples employee benefit plans, including credit for years of service and for seniority under vacation and sick pay plans and programs to the extent applicable under any such plan or program. The employee benefit plans offered to Midwest or First National employees who become employees of Peoples will be substantially similar to those offered to similarly situated employees of Peoples. In addition, to the extent employees of Midwest or First National participate in the Peoples group health plan, Peoples will waive all restrictions and limitations for pre-existing conditions under the Peoples group health plan to the extent permitted by such plan or insurance policy.

Subject to any applicable regulatory restrictions, Peoples has agreed to pay to each employee of Midwest or First National who (i) is not subject to an existing contract providing for severance and/or a change in control payment, (ii) is an employee of Midwest or First National immediately before the effective time of the Merger, (iii) has been an employee of Midwest or First National for at least six months prior to the Effective Time, and (iv) is not offered continued employment by Peoples or any of its subsidiaries after the effective time of the Merger, or is offered employment outside of Jackson County, Ohio, or at a salary less than his or her current salary, or is involuntarily terminated by Peoples without cause during the first six months after the Effective Time, a severance amount. The severance amount equal to two weeks' base pay multiplied by the number of whole years of service of such employee with Midwest or First National, less applicable local, state and federal tax withholding; provided, however, that the minimum severance payment shall equal four weeks of base pay, and the maximum severance payment shall not exceed 26 weeks of base pay. Further, for any employee of Midwest or First National participating in Midwest's or First National's group health program at the effective time of the Merger who is entitled to a severance payment, the employee will be able to purchase health insurance coverage for the employee and for any spouse or other dependent covered by Midwest or First National's group health program at the effective time of the Merger, at the full premium rate for the entire COBRA period.

ADJOURNMENT OF THE MIDWEST SPECIAL MEETING

In the event there are not sufficient votes to adopt and approve the Merger Agreement at the time of the Midwest special meeting, the Midwest shareholders cannot adopt and approve the Merger Agreement unless the special meeting is adjourned to a later date or dates in order to permit the solicitation of additional proxies. Pursuant to Ohio law, no notice of a meeting adjourned for less than 30 days needs to be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

The proposal to adjourn the special meeting must be approved by the holders of a majority of Midwest's common shares present, in person or by proxy, at the special meeting. In order to permit proxies that have been received by Midwest at the time of the Midwest special meeting to be voted for an adjournment, if necessary, Midwest has submitted the proposal to adjourn the special meeting to the Midwest shareholders as a separate matter for their consideration.

The board of directors of Midwest recommends that you vote "FOR" the proposal to adjourn the special meeting.

THE MERGER AGREEMENT

The following is a description of the material terms of the Merger Agreement. A complete copy of the Merger Agreement is attached as ANNEX A to this proxy statement/prospectus and is incorporated into this proxy statement/prospectus by reference. We encourage you to read the Merger Agreement carefully, as it is the legal document that governs the Merger.

The Merger Agreement contains representations and warranties of Midwest and Peoples. The assertions embodied in those representations and warranties are qualified by information contained in confidential disclosure schedules that the parties delivered in connection with the execution of the Merger Agreement. In addition, certain representations and warranties were made as of a specific date, may be subject to a contractual standard of materiality different from the standard of materiality generally applicable to statements made by a corporation to shareholders or may have been used for purposes of allocating risk between the respective parties rather than establishing matters as facts. Accordingly, you should not rely on the representations and warranties as characterizations of the actual state of facts, or for any other purpose, at the time they were made or otherwise.

The Merger and Subsidiary Bank Merger

Pursuant to the terms and subject to the conditions of the Merger Agreement, Midwest will merge with and into Peoples, with Peoples surviving the Merger and continuing as an Ohio corporation and a registered financial holding company. Immediately following the Merger, Peoples will cause First National to be merged with and into Peoples Bank, with Peoples

Bank surviving the Merger and continuing as a national banking association.

Effective Time

Peoples and Midwest will cause the effective date of the Merger of Midwest with and into Peoples to occur as soon as practicable after the last of the conditions set forth in the Merger Agreement have been satisfied or waived. Unless Peoples and Midwest otherwise agree in writing, the effective date of the Merger will not be after than July 31, 2014. The Merger will become effective upon the latest to occur of (a) the filing of a certificate of merger with the Ohio Secretary of State, or (b) at a later time that Peoples and Midwest agree to in writing and specify in the certificate of merger.

Peoples and Midwest currently anticipate closing the Merger and filing the certificate of merger with the Ohio Secretary of State late in the second quarter of 2014 or early in the third quarter of 2014.

Merger Consideration

Under the terms of the Merger Agreement, shareholders of Midwest will be entitled to receive after the Merger is completed, for each share of Midwest common stock:

- $65.50 in cash, or
- $65.50 in Peoples' common shares (based upon the average closing price of Peoples' common shares for the 20 trading days prior to the effective date of the Merger), or
- a combination of both.

The form of consideration to be received by each Midwest shareholder is subject to reallocation in order to ensure that no more than 50% and no less than 25% of the Merger consideration will consist of cash and no more than 75% and no less than 50% of the Merger consideration will consist of Peoples' common shares. No guarantee can be made that Midwest shareholders will receive the amounts of cash or stock they elect. As a result of the allocation procedures and other limitations outlined in this proxy statement/prospectus and in the Merger Agreement, Midwest shareholders may receive Peoples' common shares or cash in amounts that vary from the amounts they elect to receive.

Peoples will not issue any fractional shares of common stock in connection with the Merger. Instead, each holder of Midwest common shares who would otherwise be entitled to receive a fraction of a share of Peoples' common shares (after taking into account all shares of Midwest common shares owned by such holder at the effective time of the Merger) will receive cash, without interest, in an amount equal to the fractional share to which such holder would otherwise be entitled to multiplied by $65.50.

At the effective time of the Merger, Midwest's common shares will no longer be outstanding and will automatically be cancelled and cease to exist, and holders of shares of Midwest common stock will cease to be, and will have no rights as, shareholders of Midwest, other than to receive the merger consideration pursuant to the terms and conditions of the Merger Agreement (and dissenters' rights under Section 1701.85 of the Ohio General Corporation Law in the case of shares of Midwest common stock as to which a holder has properly exercised dissenters' rights).

Election and Payment Procedures; Surrender of Certificates

An election form (an "Election Form") shall be mailed on the same date this proxy statement/prospectus is mailed to each holder of record of shares of Midwest common shares as of a record date which shall be the same date as the

record date for eligibility to vote on the Merger. Each Election Form shall permit the holder (or in the case of nominee record holders, the beneficial owner through proper instructions and documentation) (i) to elect to receive Peoples' common shares with respect to all of such holder's Midwest common shares, (ii) to elect to receive cash with respect to all of such holder's Midwest common shares, (iii) to elect to receive cash with respect to some of such holder's Midwest common shares and to receive Peoples' common shares with respect to such holder's remaining Midwest common shares, or (iv) to indicate that such holder makes no such election with respect to such holder's Midwest common shares ("No Election Shares"). Any Midwest common shares with respect to which the holder has elected to receive cash are hereinafter referred to as "Cash Election Shares," and any Midwest common shares with respect to which the holder has elected to receive Peoples' common shares are hereinafter referred to as "Stock Election Shares." Any Midwest common shares with respect to which the holder thereof shall not have made, as of the Election Deadline (as defined below), an election by submission to Wells Fargo Shareowner Services, as Peoples' exchange agent (the "Exchange Agent"), of an effective, properly completed Election Form shall be deemed to be No Election

Shares. Any shares held by holders exercising their dissenter's rights shall be deemed to be Cash Election Shares for purposes of reallocation of the merger consideration, if applicable.

Any election to receive cash, Peoples' common shares or a combination of cash and Peoples' common shares will be considered to have been properly made by a Midwest shareholder only if the Exchange Agent receives a properly completed Election Form by the deadline set forth in the Election Form (the "Election Deadline"), accompanied by one or more certificates representing Midwest common shares ("Old Certificate(s)") (or customary affidavits and, if required by Peoples, indemnification regarding the loss or destruction of such Old Certificates) representing all Midwest common shares covered by such Election Form, together with duly executed transmittal materials included with the Election Form. Any Midwest shareholder who does not return an Election Form prior to the Election Deadline will receive a transmittal letter from the Exchange Agent as soon as practicable after the Election Deadline. The transmittal letter to be mailed will be deemed properly completed only if accompanied by the Old Certificates to be converted into cash, Peoples' common shares or some combination of both.

Any submitted Election Form may be revoked or changed by written notice to the Exchange Agent prior to the Election Deadline. The Exchange Agent shall be required to make all determinations as to when any election, modification or revocation has been received and whether any such election, modification or revocation has been properly made.

Promptly, and not more than three business days after the effective time of the Merger, the Exchange Agent will cause new certificates representing Peoples' common shares into which a shareholder's shares of Midwest common stock were converted in the Merger, and a check in respect of cash to be paid as part of the merger consideration and in respect of any fractional share interests or dividends or distributions which such shareholder is entitled to receive, to be delivered to the shareholder. No interest will be paid on any cash to be paid in exchange for shares of Midwest common stock or in respect of any fractional share interests, dividends or distributions which any shareholder is entitled to receive under the terms of the Merger Agreement.

Until surrendered, each Midwest stock certificate will be deemed after the effective time of the Merger to represent only the right to receive, upon surrender of such certificate, a Peoples stock certificate and a check in an amount equal to the sum of the cash to be paid to the holder as part of the merger consideration, any cash to be paid in lieu of any fractional Peoples' common shares to which the holder is entitled under the terms of the Merger Agreement and any cash to be paid in respect of any dividends or distributions to which the holder may be entitled with respect to his or her Peoples common shares (in each case, without interest).

A Midwest shareholder will not be entitled to receive payment of any dividends or distributions with respect to Peoples' common shares with a record date occurring after the effective time of the Merger until the shareholder has followed the procedures described above for surrendering his or her Midwest stock certificates. After a Midwest shareholder has properly surrendered his or her Midwest stock certificates in exchange for Peoples' common shares, the shareholder will be entitled to receive any dividends or distributions on Peoples' common shares with a record date occurring on or after the effective time of the Merger. No interest will be paid on any such dividends or distributions.

If any Midwest stock certificate has been lost, wrongfully taken, or destroyed, the transmittal materials received from the Exchange Agent will explain the steps that the Midwest shareholder must take.

Reallocation of Peoples' Common Shares and Cash

All elections by Midwest shareholders are subject to the allocation procedures described in the Merger Agreement. These procedures are intended to ensure that no more than 50% and no less than 25% of the Merger consideration will consist of cash and no more than 75% and no less than 50% of the Merger consideration will consist of Peoples' common shares. As a result, the Merger Agreement describes procedures to be followed if Midwest shareholders in the aggregate elect to receive more or fewer shares of Peoples' common shares than Peoples has agreed to issue. These

procedures are summarized below:

- Underscription of Cash Elections: If the number of Cash Election Shares (including cash to be paid in lieu of fractional Peoples' common shares) is less than 25% of the merger consideration, then:

each of the Cash Election Shares shall receive cash; and
the Exchange Agent will designate first among the No Election Shares, on a pro rata basis, and then if necessary from Stock Election Shares, on a pro rata basis, a sufficient number shares to be reclassified to receive cash ("Reallocated Cash Shares"), until the number of Cash Election Shares (including cash to be paid in lieu of fractional Peoples' common shares) plus the number of Reallocated Cash Shares equals 25% of the merger consideration.

- Overscription of Cash Elections: If the number of Cash Election Shares (including cash to be paid in lieu of fractional Peoples' common shares) is greater than 50% of the merger consideration, then:

each of the Stock Election Shares and No Election Shares shall receive Peoples' common shares; and
the Exchange Agent will designate first among the Cash Election Shares, excluding any shares the holder of which has exercised his or her dissenters' rights, on a pro rata basis, a sufficient number shares to be reclassified to receive cash, until the remaining number of Cash Election Shares (including cash to be paid in lieu of fractional Peoples' common shares) equals 50% of the merger consideration.

Neither Midwest nor Peoples is making any recommendation as to whether Midwest shareholders should elect to receive cash or Peoples' common shares in the Merger. Each Midwest shareholder must make his or her own decision with respect to such election.

No guarantee can be made that you will receive the amounts of cash or Peoples' common shares you elect. As a result of the allocation procedures and other limitations outlined in this proxy statement/prospectus and in the Merger Agreement, you may receive Peoples' common shares or cash in amounts that vary from the amounts you elected to receive.

Indemnification and Directors' and Officers' Liability Insurance

For a period of five years following the effective time of the Merger and subject to compliance with applicable state and federal laws, Peoples will indemnify each person who served as a director or officer of Midwest before the effective time of the Merger to the fullest extent provided by Midwest's governing documents, from and against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding by reason of the fact that the person was an officer or director of Midwest. In addition, the Merger Agreement provides that, prior to the Merger, Midwest will purchase a policy of directors' and officers' liability insurance to be effective for up to five years following the Merger, on terms no less advantageous than those contained in Midwest's existing policy.

Conditions to Consummation of the Merger

Conditions of Peoples and Midwest. The respective obligations of Peoples and Midwest to complete the Merger are subject to the fulfillment or written waiver of each of the following conditions:

- the Merger Agreement must be duly adopted and approved by the requisite vote of the shareholders of Midwest;
- all regulatory approvals required to consummate the Merger must have been obtained and remain in full force and effect and all statutory waiting periods in respect thereof shall have expired and no such approvals shall contain (i) any conditions, restrictions or requirements which the board of directors of Peoples reasonably determines would, either before or after the effective time of the Merger, have a material adverse effect on Peoples and its subsidiaries taken as a whole after giving effect to the consummation of the Merger,
- or (ii) any conditions, restrictions or requirements that are not customary and usual for approvals of such type and which the board of directors of Peoples reasonably determines would, either before or after the effective time of the Merger, be unduly burdensome. For purposes of this condition, the failure of any regulatory order applicable to Midwest or First National to be terminated or the pendency or threat of any of certain regulatory actions against Midwest or First National shall constitute grounds for Peoples to terminate the Merger Agreement; and
- there must not be any temporary, preliminary or permanent statute, rule, regulation, judgment, decree, injunction or other order issued by or imposed by any court or any other governmental authority, that is in effect and prohibits consummation of the transactions contemplated by the Merger Agreement,

Conditions of Midwest. Midwest will not be required to complete the Merger unless the following conditions are fulfilled or waived in writing:

the representations and warranties of Peoples contained in the Merger Agreement must be true and correct, subject to the standard set forth in the Merger Agreement, as of the date of the Merger Agreement and as of the effective time of the Merger (or if any representation or warranty speaks as of a specific date, as of that date), and Midwest must have received a certificate, dated as of the effective date, signed on behalf of Peoples by its chief executive officer to such effect;

- Peoples must have performed in all material respects all of its obligations under the Merger Agreement which are required to be performed at or prior to the effective time of the Merger, and Midwest must have received a

certificate, dated as of the effective date, signed on behalf of Peoples by its chief executive officer to such effect; and

- Midwest shall have procured a policy of directors' and officers' liability insurance in accordance with the terms of the Merger Agreement.

Conditions of Peoples. Peoples will not be required to consummate the Merger unless the following conditions are also fulfilled or waived in writing:

- the representations and warranties of Midwest contained in the Merger Agreement must be true and correct, subject to the standard set forth in the Merger Agreement, as of the date of the Merger Agreement and as of the effective time of the Merger (or if any representation or warranty speaks as of a specific date, as of that date), and Peoples must have received a certificate, dated as of the effective date, signed on behalf of Midwest by its president to such effect;
- Midwest must have performed in all material respects all of its obligations under the Merger Agreement which are required to be performed at or prior to the effective time of the Merger, and Peoples must have received a certificate, dated as of the effective date, signed on behalf of Midwest by its president to such effect;
- Midwest must have obtained the consent or approval of each person (other than governmental authorities) whose consent or approval is required under the Merger Agreement or under any loan or credit agreement, note, mortgage, indenture, lease, license or other agreement or instrument in connection with the Merger Agreement, except those for which failure to obtain such consents and approvals would not, individually or in the aggregate, have a material adverse effect on Peoples after the Merger;
- Peoples must have received a statement executed on behalf of Midwest, dated as of the effective date of the Merger, that satisfies the requirements of regulations of the United States Department of Treasury ("Treasury Regulations") Section 1.1445-2(c)(3) and complies with Treasury Regulations Section 1.897-2(h), in a form reasonably applicable to Peoples certifying that Midwest's common shares do not represent United States real property interests within the meaning of Section 897 of the Internal Revenue Code and the Treasury Regulation promulgated thereunder;
- the holders of not more than 5% of the outstanding Midwest's common shares shall have perfected their dissenters' rights under Section 1701.85 of the Ohio General Corporation Law in connection with the Merger;
- no condemnation, eminent domain or similar proceedings are commenced or threatened in writing by any federal, state or local government authority with respect to any real estate owned by Midwest or First National, including real estate acquired in connection with foreclosure and Midwest has complied with requirements regarding environmental testing of any property owned by Midwest or First National as requested by Peoples in accordance with the terms of the Merger Agreement;
- Midwest shall have procured a policy of directors' and officers' liability insurance in accordance with the terms of the Merger Agreement;
- Midwest shall have terminated any lease (written or oral) for the property located at 120 N. Ohio Avenue, Wellston, Ohio 45692, and such property shall be vacant at the effective time of the Merger;
- Midwest shall have terminated and been released from any and all obligations under the branch construction contract and any other agreement and/or arrangement for the construction of a new branch in Jackson County, Ohio and provided evidence of such termination to Peoples; and
- there must not have occurred any event, circumstance or development that has resulted in or could reasonably be expected to result in a material adverse effect on Midwest.

Peoples or Midwest can waive in writing any of the conditions listed above, unless the waiver is prohibited by law.

Representations and Warranties

Midwest has made representations and warranties in the Merger Agreement relating to:

- corporate organization, standing and authority;
- capitalization;
- subsidiaries;

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- corporate power;
- corporate authority and enforceability of the Merger Agreement;
- regulatory approvals;
- accuracy of financial statements, reports and internal controls;
- legal proceedings;
- regulatory actions;
- compliance with laws;
- material contracts;
- broker's and finder's fees;
- employee benefit plans;
- labor matters;
- takeover laws;
- environmental matters;
- tax matters;
- risk management instruments;
- books and records;
- insurance;
- title properties and assets;
- loans and insider transactions;
- allowance for loan losses;
- repurchase agreements;
- investment portfolio;
- deposit insurance;
- The Bank Secrecy Act, anti-money laundering and Office of Foreign Assets Control and customer information;
- Community Reinvestment Act;
- related party transactions;
- prohibited payments;
- Austin Associates' fairness opinion;
- absence of undisclosed liabilities;
- material adverse effect; and
- disclosures.

Peoples has made representations and warranties in the Merger Agreement relating to:

- corporate organization, standing and authority;
- capitalization;
- subsidiaries;
- ownership of Midwest's common shares;
- corporate power;
- corporate authority and enforceability of the Merger Agreement;
- accuracy of financial statement, reports and SEC documents;
- regulatory matters;
- legal proceedings;
- compliance with laws;
- deposit insurance;
- absence of undisclosed liabilities;
- regulatory approvals;
- broker's and finder's fees; and

- disclosures.

Midwest's Conduct of Business Pending the Merger

From the date of the Merger Agreement until the effective time of the Merger, except as expressly contemplated or permitted by the Merger Agreement or required by any applicable law, regulatory order or regulation, without the prior written consent of Peoples, which consent shall not be unreasonably withheld, Midwest and First National must conduct the business of Midwest and First National in the ordinary and usual course and use reasonable efforts to preserve intact their respective business organizations and assets and maintain their respective rights, franchises and existing relations with customers, suppliers, employees and business associates, and not (i) voluntarily take any action which, at the time taken, is reasonably likely to have an adverse effect upon Midwest's ability to perform any of its material obligations under the Merger Agreement

or prevent or materially delay the consummation of the transactions contemplated by the Merger Agreement, or (ii) enter into any new line of business or materially change its lending, investment, underwriting, risk, asset liability management or other banking and operating policies, except as required by applicable law or policies imposed by any governmental authority or by any applicable regulatory order.

During the same period, Midwest has agreed not to, and to cause First National not to, take any of the following actions without the prior written consent of Peoples, which consent shall not be unreasonably withheld, except as otherwise expressly contemplated or permitted by the Merger Agreement or required by any applicable law, regulatory order or regulation:

- issue, sell or otherwise permit to become outstanding, or authorize the creation of, any additional shares of Midwest's common stock or enter into any agreement with respect to the same;
- permit any additional shares of Midwest's common stock to become subject to new grants of employee or director stock options or similar stock-based employee rights;
- effect any recapitalization, reclassification, stock split, or similar change in capitalization;
- make, declare, pay or set aside for payment any dividend or distribution on any shares of its common stock, other than dividends from First National to Midwest and dividends on Midwest's common shares in the amount of $0.50 per share for the time period of January 1, 2014 through May 31, 2014, prorated if the effective time of the Merger occurs prior to May 31, 2014, or indirectly adjust, split, combine, redeem, reclassify, purchase or otherwise acquire, any shares of its common stock;
- enter into, modify, amend, renew or terminate any employment, consulting, severance, retention, change in control or similar agreements or arrangements with directors, consultants, officers or employees of Midwest or First National;
- hire or engage any full-time employee or consultant, other than as replacements for positions then existing;
- grant any salary or wage increase or bonus or increase any employee benefit (including incentive or bonus payments), except for: (i) changes that are required by applicable law, (ii) bonuses to be paid at or prior to the effective time of the Merger which Midwest has been accruing for on a month to month basis; provided, however, that such amount to be accrued for monthly does not exceed $1,750 per month; and (iii) certain retention payments to be paid to certain employees of First National at such time and in such individual amounts as mutually agreed to between Midwest and Peoples;
- enter into, establish, adopt, amend, modify or terminate any pension, retirement, stock option, phantom stock, stock purchase, savings, profit sharing, deferred compensation, change in control, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement or similar arrangement, with respect to any director, officer or employee of Midwest or any of its subsidiaries, except as may be required by law, as contemplated in the Merger Agreement or to renew insurance contracts;
- sell, transfer, mortgage, pledge, encumber or otherwise dispose of or discontinue any of its assets, deposits, business or properties other than in the ordinary course of business for full and fair consideration actually received;
- acquire (other than by way of foreclosure or acquisition of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith and in the ordinary and usual course of business consistent with past practice) all or any portion of the assets, business, deposits or properties of any other entity, except in the usual and ordinary course of operating a community bank;

- amend the organizational documents of Midwest or of First National;

- implement or adopt any change in its accounting principles, practices or methods other than as required by generally accepted accounting principles;

- enter into or terminate any material contract, or amend or modify any material contract in any material respect, except in the ordinary course of business consistent with past practice;

- settle any claim, action or proceeding, except for any claim, action or proceeding which does not involve precedent for other material claims, actions or proceedings and which involves solely money damages in an amount, individually not to exceed $25,000 or in the aggregate not to exceed $50,000 for all such settlements;

- take any action that is intended or is reasonably likely to result in any representations or warranties in the Merger Agreement being or becoming untrue in any material respect at any time at or prior to the effective time of the Merger, any conditions in the Merger Agreement not being satisfied or a material violation of any provision of the Merger Agreement except, in each case, as may be required by applicable law, rule or regulation;

- except pursuant to applicable law or as required by any governmental authority, implement or adopt any material change in its interest rate and other risk management policies, procedures or practices, fail to follow its existing policies or practices with respect to managing its exposure to interest rate and other risk, fail to use commercially reasonable means to avoid any material increase in its aggregate exposure to interest rate risk or fail to follow its existing policies or practices with respect to managing its fiduciary risks;

- borrow or agree to borrow any funds, including but not limited to pursuant to repurchase transactions, or directly or indirectly guarantee or agree to guarantee any obligations of any other person, except in each case in the ordinary course of business and with a final maturity of less than one year;

- make or purchase any indirect or brokered loans, other than existing indirect relationships with auto dealers;

- purchase from or sell to any financial institution or other non-depository lender an interest in a loan and/or other type of credit facility, except for such credit facilities made to borrowers in the State of Ohio which are secured by collateral located in the State of Ohio in the ordinary course and consistent with past practices;

- make any capital expenditure or capital additions or improvements which individually exceed $5,000 or in the aggregate exceed $15,000;

- establish any new lending programs or make any changes in the policies of First National concerning which persons may approve loans, or originate or issue a commitment to originate any loan in a principal amount in excess of $500,000;

- fail to prepare and file or cause to be prepared and filed in a timely manner consistent with past practice all tax returns that are required to be filed at or before the effective time of the Merger, fail to pay any tax shown as due, or required to be shown as due, on any such tax return, make, change or revoke any tax election or tax accounting method, file any amended tax return, settle any tax claim or assessment, consent to the extension or waiver of any statute of limitations with respect to taxes or offer or agree to do any of the foregoing or surrender its rights to any of the foregoing or to claim any tax refund or file any amended tax return;

- open, close or relocate any offices at which business is conducted (including any ATMs), or fail to use commercially reasonable efforts to maintain and keep their respective properties and facilities in their present condition and working order, ordinary wear and tear excepted;

- increase or decrease the rate of interest paid on time deposits or certificates of deposit, except in a manner consistent with past practices in relation to rates prevailing in the relevant market;

- foreclose upon or otherwise take title to or possession or control of any real property or entity on such property without first obtaining a Phase I Environmental Site Assessment which indicates that the property is free of hazardous

material, except that no such report will be required to be obtained with respect to single-family residential real property of one acre or less to be foreclosed upon unless Midwest or First National has reason to believe such real property may contain any such hazardous material;

- cause any material change in the amount or general composition of deposit liabilities; or
- agree or commit to do any of the foregoing.

Expenses of the Merger

Peoples and Midwest are each required to bear their own expenses incurred in connection with the Merger Agreement and the transactions contemplated by the Merger Agreement. All fees, if any, to be paid to regulatory authorities in connection with the transactions contemplated by the Merger Agreement will be shared equally between Peoples and Midwest.

Termination of the Merger Agreement

Termination by mutual consent. Pursuant to the Merger Agreement, Peoples and Midwest may mutually consent to terminate the Merger Agreement and abandon the Merger at any time before the Merger is effective, if the board of directors of each organization approves the termination by vote of a majority of the members of its entire board of directors.

Termination by either Peoples or Midwest. Either Peoples or Midwest acting alone upon written notice to the other party may terminate the Merger Agreement and abandon the Merger at any time before the Merger is effective, if the board of directors of either company approves the termination by vote of a majority of the members of its board of directors in the following circumstances:

- if there is a material breach by the other party of any representation, warranty, covenant or agreement contained in the Merger Agreement that cannot be or has not been cured by the breaching party within 30 days of after the giving of written notice to the breaching party of such breach;
- if the merger has not been consummated by July 31, 2014, unless the failure to complete the Merger by that date is due to the knowing action or inaction of the party seeking to terminate the Merger Agreement;
- if the approval of any governmental authority required for consummation of the Merger and the other transactions contemplated by the Merger Agreement has been denied;
- if the Midwest shareholders fail to adopt and approve the Merger Agreement at the special meeting; or
- pursuant to the payment of the termination fee described in “Acquisition Proposals and Termination Fee.”

In the event that the Merger Agreement is terminated and the Merger abandoned, neither Midwest nor Peoples will have any liability or further obligation to the other party, except for continued compliance with certain surviving covenants and agreements identified in the Merger Agreement. In addition, the termination of the Merger Agreement will not relieve a breaching party from liability for any willful breach of the Merger Agreement giving rise to such termination.

Voting Agreements

Under the Merger Agreement, the directors of Midwest each executed a voting agreement pursuant to which they agreed to vote their shares, and to use reasonable efforts to cause all shares owned by such director jointly with another person or by such director’s spouse to be voted, in favor of the Merger.

Acquisition Proposals and Termination Fee

Pursuant to the Merger Agreement, Midwest may not, and must cause First National and its officers, directors, employees and other agents not to, directly or indirectly take any action to solicit or initiate inquiries or proposals with respect to, or engage in negotiations concerning, or provide any confidential information to, any person other than Peoples relating to any sale of all or substantially all of the assets of Midwest and/or First National or any merger, consolidation or business combination with Midwest and/or First National, unless (i) Midwest’s board of directors, after consultation with and based upon the advice of legal counsel, determines in good faith that it must enter into negotiations or discussions with another party that has made an unsolicited acquisition proposal in order to fulfill its

fiduciary duties to Midwest shareholders under applicable law and (ii) before furnishing any information to, or entering into discussions or negotiations with another party Midwest provides immediate written notice to Peoples of such action, the identity of the bidder and the substance of such unsolicited acquisition proposal.

In the event that Midwest and/or First National executes a definitive agreement in respect of, or closes, any acquisition or purchase of all or substantially all of the assets of Midwest and/or First National or any merger, consolidation or business combination business with any party other than Peoples, Midwest must pay to Peoples in immediately available funds the sum of $504,350 immediately after the earlier of such execution or closing.

Amendment

The Merger Agreement may be amended or modified at any time prior to the effective time of the Merger by an agreement in writing signed by Peoples and Midwest, except that the Merger Agreement may not be amended after the Midwest special meeting if such amendment would violate Ohio law.

COMPARISON OF CERTAIN RIGHTS OF MIDWEST AND PEOPLES SHAREHOLDERS

Certain shareholders of Midwest will receive Peoples' common shares in the Merger and, therefore, will become shareholders of Peoples. Their rights as shareholders of Peoples will be governed by the Ohio Revised Code and by Peoples' Amended and Restated Articles of Incorporation and Regulations, while Midwest shareholders are currently governed by Ohio law and by Midwest's Amended and Restated Articles of Incorporation and Regulations. Although the rights of the holders of Peoples' common shares and those of the holders of shares of Midwest's common stock are similar in many respects, there are some differences. These differences relate to differences between provisions of the Amended and Restated Articles of Incorporation of Peoples and the Amended and Restated Articles of Incorporation of Midwest, and differences between provisions of the Regulations of Peoples and the Regulations of Midwest.

The following chart compares certain rights of the holders of shares of Midwest's common stock to the rights of holders of Peoples' common shares in areas where those rights are materially different. This summary, however, does not purport to be a complete description of such differences and is qualified in its entirety by reference to the relevant provisions of Ohio law and the respective corporate governance instruments of Midwest and Peoples.

Midwest Bancshares, Inc.	Peoples Bancorp Inc.
Authorized Capital Stock	
Authorized Capital. Midwest's Amended and Restated Articles of Incorporation authorizes Midwest to issue up to 500,000 shares of common stock, without par value. As of the record date, there were 192,500 shares of Midwest's common stock outstanding.	Authorized Capital. Peoples' Amended and Restated Articles of Incorporation authorizes Peoples to issue up to (i) 50,000 shares of preferred stock, without par value, and (ii) 24,000,000 shares of common stock, without par value. As of the record date, there were no preferred shares outstanding, and there were common shares outstanding.
Board of Directors	
Number of Directors. According to Midwest's Regulations, the number of directors shall not be less than five and not more than twenty-five and is currently set at five. The directors can increase the number of directors by up to three directors between shareholders meetings.	Number of Directors. The number of directors of Peoples is currently fixed at eleven. The directors can change the number of directors by a resolution adopted by a majority of the Peoples board of directors, but cannot increase the number of directors to more than fifteen or reduce the number of directors to less than nine.
Classification of Directors. Midwest's Amended and Restated Articles of Incorporate and Regulations do not include any provision related to the classification of directors. Each director is elected each year at the annual meeting of shareholders. All directors are elected for one year and stand for election each year at annual meeting.	Classification of Directors. Peoples' Regulations provides for a classified board of directors with three classes with approximately one-third of its board of directors elected each year at the annual meeting of shareholders.
Removal of Directors. Midwest's Regulations allows for directors to be removed at any time, with or without cause,	Removal of Directors. Peoples' Regulations allows for directors to be removed at any time by the affirmative vote

by the affirmative vote of a majority of the shareholders entitled to vote.

of seventy-five percent of the shareholders entitled to vote.

Special Meetings	
Calling Special Meetings of Shareholders. Under Midwest's Regulations, a special meeting of the shareholders may be called by the chairman of the board of directors, if any exists; the president; by a majority of the directors acting with or without a meeting; or by the shareholders which hold 25% of all voting power of the outstanding shares.	Calling Special Meetings of Shareholders. Under Peoples' Regulations, a special meeting of the shareholders may be called by the chairman of the board of directors; the president or, in case of the president's absence, death, or disability, the vice president authorized to act as president; the secretary; the directors by action at a meeting; a majority of the directors acting without a meeting; or shareholders which hold at least a majority of all shares outstanding and entitled to vote.
Notice of Shareholder Meetings. Written Notice of the shareholder's meeting must be sent to the shareholders no less than ten days prior and no more than 60 days prior to the meeting.	Notice of Shareholder Meetings. Written Notice of the shareholder's meeting must be sent to the shareholders no less than seven days prior and no more than 60 days prior to the meeting.
If the president or secretary does not call the shareholder meeting within five days of receiving a request in writing for a shareholder's meeting, the shareholder may give notice of that meeting in accordance with Midwest's Regulations.	If a special meeting has been called and the president or secretary of Peoples fails to give notice within 15 days of receiving a request to call that special meeting, the persons calling that special meeting may give notice of that meeting in accordance with Peoples' Regulations.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT OF MIDWEST

The following table sets forth information with respect to the shares of Midwest's common stock beneficially owned by each director of Midwest, by certain executive officers of Midwest and First National, and by all directors and executive officers of Midwest and First National as a group as of , 2014. Except as otherwise indicated, each person shown in the table has sole or shared voting and investment power with respect to the common shares indicated. The business address of each director and executive officer is 101 East A Street, Wellston, Ohio 45692.

Name and Position(s) of Director or Executive Officer	Number of Shares of Common Stock Beneficially Owned	Percent of Common Stock Outstanding
Randall R. Adams, Director of Midwest and First National	100	0.05%
Richard H Billman II, Chairman of the Board of Directors of Midwest and First National	11,250	5.84%
Matthew Fields, Director of Midwest, and First National(1)	100	0.05%
Lawrence A. Heiser, Director of Midwest and First National(1)	2,120	1.1%
Anthony S. Thorne, President and CEO of Midwest and First National(1)	1,641	0.85%
David Ratz, Vice President of Midwest(1)	175	0.09%
Brenda Branscom, Vice President of First National(1)	229	0.12%
All directors and executive officers as a group (7 persons)	16,019	8.32%

(1) Owned jointly with spouse

EXPERTS

The consolidated financial statements of Peoples appearing in Peoples' Annual Report on Form 10-K for the year ended December 31, 2013, and the effectiveness of Peoples' internal control over financial reporting as of December 31, 2013 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included in such Annual Report and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

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LEGAL MATTERS

Dinsmore & Shohl LLP has rendered an opinion that the shares of Peoples' common stock to be issued to the Midwest shareholders in connection with the Merger have been duly authorized and, if issued as contemplated by the Merger Agreement, will be validly issued, fully paid and non-assessable under the laws of the State of Ohio.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows Peoples to incorporate certain information into this document by reference to other information that has been filed with the SEC. The information incorporated by reference is deemed to be part of this document, except for any information that is superseded by information in this document. The documents that are incorporated by reference contain important information about the companies and you should read this document together with any other documents incorporated by reference in this document.

This document incorporates by reference the following documents that have previously been filed with the SEC by Peoples (File No. 000-16772):

- Annual Report on Form 10-K for the year ended December 31, 2013, filed with the SEC on February 27, 2014;
- Definitive Proxy Statement on Schedule 14A filed with the SEC on March 14, 2014;
- Current Report on Form 8-K filed with the SEC on each of January 21, 2014, January 23, 2014 (two Forms 8-K), January 28, 2014 and February 19, 2014; and
- The description of Peoples' common stock, no par value, contained in Peoples' Registration Statement on Form 8-A dated July 20, 1993, and any amendment or report filed with the SEC for the purpose of updating such description.

In addition, Peoples is incorporating by reference any documents it may file under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended after the date of this document and prior to the date of the special meeting of Midwest shareholders.

Peoples files annual, quarterly and special reports, proxy statements and other business and financial information with the SEC. You may obtain the information incorporated by reference and any other materials Peoples files with the SEC without charge by following the instructions in the section entitled "Where You Can Find More Information" in the forepart of this document.

Neither Peoples nor Midwest has authorized anyone to give any information or make any representation about the Merger or its companies that is different from, or in addition to, that contained in this document or in any of the materials that have been incorporated into this document. Therefore, if anyone does give you information of this sort, you should not rely on it. If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this document or the solicitation of proxies is unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this document does not extend to you. The information contained in this document speaks only as of the date of this document unless the information specifically indicates that another date applies.

ANNEX A

AGREEMENT AND PLAN OF MERGER

dated as of

January 21, 2014

by and between

PEOPLES BANCORP INC.

and

MIDWEST BANCSHARES, INC.

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EXHIBIT A Form of Voting Agreement

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of January 21, 2014 (hereinafter referred to as this "Agreement"), by and between Peoples Bancorp Inc., an Ohio corporation (hereinafter referred to as "PEBO"), and Midwest Bancshares, Inc., an Ohio corporation (hereinafter referred to as "Midwest").

WITNESSETH

WHEREAS, PEBO is a registered financial holding company and owns all of the outstanding shares of Peoples Bank, National Association, a national bank (hereinafter referred to as "Peoples Bank");

WHEREAS, Midwest is a registered bank holding company and owns all of the outstanding shares of First National Bank of Wellston, a national bank (hereinafter referred to as "First National");

WHEREAS, the Boards of Directors of PEBO and Midwest believe that the merger of Midwest with and into PEBO, followed by the merger of First National with and into Peoples Bank, each in accordance with the terms and subject to the conditions of this Agreement, would be in the best interests of the shareholders of PEBO and Midwest;

WHEREAS, it is contemplated that the merger of Midwest with and into PEBO will be effected in a manner that will qualify as a "reorganization" under Section 368(a)(1)(A) of the Code; and

WHEREAS, the Boards of Directors of PEBO and Midwest have each approved this Agreement and the transactions contemplated hereby.

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

ARTICLE I

Certain Definitions

1.01 Certain Definitions. The following terms are used in this Agreement with the meanings set forth below:

"Acquisition Proposal" has the meaning set forth in Section 6.06(a).

"Affiliate" or "Affiliates" has the meaning set forth in Rule 12b-2 under the Exchange Act.

"Affordable Care Act" means the The Patient Protection and Affordable Care Act of 2010, as amended.

"Aggregate Consideration" has the meaning set forth in Section 3.01(b)(i).

"Aggregate Cash Consideration" has the meaning set forth in Section 3.01(b)(ii).

"Aggregate Stock Consideration" has the meaning set forth in Section 3.01(b)(iii).

"Agreement" means this Agreement, as amended or modified from time to time in accordance with Section 9.02.

"Agreement to Merge" has the meaning set forth in Section 2.02.

"Associate" has the meaning set forth in Rule 12b-2 under the Exchange Act.

"BHCA" means the Bank Holding Company Act of 1956, as amended.
"Cash Election Shares" has the meaning set forth in Section 3.03(b).
"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
"Code" means the Internal Revenue Code of 1986, as amended.
"Compensation and Benefit Plans" has the meaning set forth in Section 5.03(m)(i).
"Consultants" has the meaning set forth in Section 5.03(m)(i).
"D&O Policy" has the meaning set forth in Section 6.18(b).
"Determination Letter" has the meaning set forth in Section 6.10(c).
"Directors" has the meaning set forth in Section 5.03(m)(i).
"Disclosure Schedule" has the meaning set forth in Section 5.01.
"Dissenting Shares" means any Midwest Common Shares held by a holder who properly demands and perfects dissenters' rights with respect to such shares in accordance with applicable provisions of the OGCL.
"Effective Date" means the date on which the Effective Time occurs.
"Effective Time" means the effective time of the Parent Merger, as provided for in Section 2.04.
"Election Deadline" has the meaning set forth in Section 3.03(c).
"Election Form" has the meaning set forth in Section 3.03(b).
"Employees" has the meaning set forth in Section 5.03(m)(i).
"Environmental Laws" means all applicable local, state and federal environmental, health and safety laws and regulations, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Federal Clean Air Act, and the Occupational Safety and Health Act, each as amended, regulations promulgated thereunder, and state counterparts.
"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
"ERISA Affiliate" has the meaning set forth in Section 5.03(m)(iii).
"ERISA Affiliate Plan" has the meaning set forth in Section 5.03(m)(iii).
"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.
"Exchange Agent" has the meaning set forth in Section 3.03(a).
"Exchange Fund" has the meaning set forth in Section 3.03(f).
"FDIA" means the Federal Deposit Insurance Act, as amended.

"FDIC" means the Federal Deposit Insurance Corporation.
"First National" has the meaning set forth in the recitals to this Agreement.
"First National's Territory" means, for purposes of this Agreement, the geographic area comprising the State of Ohio.
"FRB" means the Board of Governors of the Federal Reserve System.
"Governmental Authority" means any court, arbitration panel, administrative agency or commission or other federal, state or local governmental authority or instrumentality (including, without limitation, any Regulatory Authority).
"Hazardous Materials" means, collectively, (a) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and regulations promulgated thereunder, (b) any "hazardous waste" as defined by the Resource Conservation and Recovery Act, as amended through the date hereof, or regulations promulgated thereunder, and (c) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material or substance within the meaning of any applicable federal, state or local law relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.
"Information" has the meaning set forth in Section 6.16.
"IRS" has the meaning set forth in Section 5.03(m)(ii).
"Knowledge" means, with respect to PEBO, the Knowledge of any officer of PEBO with the title of Chairman, Chief Executive Officer, President or Chief Financial Officer, and, with respect to Midwest or First National, the Knowledge of any of the following persons: Richard Billman, Anthony Thorne, David Ratz, Brenda Branscom, Cheri Thompson or Cheryl Norton. An officer of PEBO or Midwest shall be deemed to have "Knowledge" of a particular fact or matter if such officer is actually aware of such fact or matter or a prudent individual would be reasonably expected to discover or otherwise become aware of such fact or matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or matter.
"Letter of Transmittal" has the meaning set forth in Section 3.03(g).
"Lien" means any charge, mortgage, pledge, security interest, restriction, claim, lien, or encumbrance.
"Mailing Date" has the meaning set forth in Section 3.03(b).
"Material Adverse Effect" means, with respect to PEBO or Midwest, as the context may require, any effect that (i) is or is reasonably likely to (A) be material and adverse to the financial position, results of operations or business of PEBO and its Subsidiaries, taken as a whole, or (B) be material and adverse to the financial position, results of operations or business of Midwest and First National, taken as a whole, that would in the aggregate result or likely result in a reduction in the consolidated tangible net worth of Midwest and First National, as measured as of September 30, 2013, by more than $500,000 (excluding any fluctuations in other comprehensive income accounts of the First National and provided that any Transaction Costs up to $300,000 shall be added back to Midwest's consolidated tangible net worth), or (ii) would materially impair the ability of either PEBO or Midwest to perform its obligations under this Agreement or otherwise materially threaten or materially impede the consummation of the Merger and the other transactions contemplated by this Agreement; provided, however, that Material Adverse Effect shall not be deemed to include the impact of (a) changes in banking and similar laws of general applicability or interpretations thereof by courts or Governmental Authorities or other changes affecting depository institutions generally, including changes in general economic conditions and changes in prevailing interest and deposit rates; (b) changes resulting from expenses (such as legal, accounting and investment bankers' fees) incurred in connection with this Agreement or the transactions contemplated herein; or (c) actions or omissions of a party which have been waived in accordance with Section 9.02 hereof.

"Material Contracts" has the meaning set forth in Section 5.03(k)(ii).
"Maximum Aggregate Cash Consideration" has the meaning set forth in Section 3.01(b)(ii).
"Maximum Aggregate Stock Consideration" has the meaning set forth in Section 3.01(b)(iii).
"Merger" collectively refers to the Parent Merger and the Subsidiary Merger, as set forth in Section 2.02.
"Merger Consideration" means the aggregate of the Per Share Cash Consideration and the Per Share Stock Consideration.
"Midwest" has the meaning set forth in the preamble to this Agreement.
"Midwest 401(k) Plan" has the meaning set forth in Section 6.10(c).
"Midwest Articles" means the Articles of Incorporation of Midwest, as amended.
"Midwest Board" means the Board of Directors of Midwest.
"Midwest Common Shares" means the shares of common stock, without par value, of Midwest.
"Midwest's Financial Statements" has the meaning set forth in Section 5.03(g)(i).
"Midwest Group" has the meaning set forth in Section 5.03(q)(vii).
"Midwest Meeting" has the meaning set forth in Section 6.02.
"Midwest Regulations" means the regulations of Midwest, as amended.
"Midwest Shareholder Adoption" has the meaning set forth in Section 5.03(d).
"Minimum Aggregate Cash Consideration" has the meaning set forth in Section 3.01(b)(ii).
"Minimum Aggregate Stock Consideration" has the meaning set forth in Section 3.01(b)(iii).
"No Election Shares" has the meaning set forth in Section 3.03(b).
"OCC" means the Office of the Comptroller of the Currency.
"OGCL" means the Ohio General Corporation Law.
"Old Certificates" has the meaning set forth in Section 3.03(c).
"OSS" means the Office of the Secretary of State of the State of Ohio.
"Parent Merger" has the meaning set forth in Section 2.01(a).
"PBGC" means the Pension Benefit Guaranty Corporation.
"PEBO" has the meaning set forth in the preamble to this Agreement.

“PEBO Articles” means the Articles of Incorporation of PEBO, as amended.
“PEBO Board” means the Board of Directors of PEBO.
“PEBO Common Shares” means shares of common stock, without par value, of PEBO.
“PEBO Board Deferred Compensation Plan” means the Second Amended and Restated Deferred Compensation Plan for Directors of PEBO and its Subsidiaries, as amended.
“PEBO Equity Plan” means the PEBO’s Second Amended and Restated 2006 Equity Plan, as amended.
“PEBO’s Financial Statements” has the meaning set forth in Section 5.04(g)(i).
“PEBO Market Price” shall mean the average closing sale price of a PEBO Common Share on the NASDAQ - Global Select Market during the 20 consecutive trading days immediately preceding the Closing Date.
“PEBO Regulations” means the regulations of PEBO, as amended.
“Peoples Bank” has the meaning set forth in the recitals to this Agreement.
“Per Share Cash Consideration” has the meaning set forth in Section 3.01(a)(ii).
“Per Share Stock Consideration” has the meaning set forth in Section 3.01(a)(i).
“Person” means any individual, financial institution, corporation, partnership, association, joint-stock company, business trust or unincorporated organization.
“Previously Disclosed” by a party shall mean information set forth in its Disclosure Schedule.
“Proxy Statement/Prospectus” has the meaning set forth in Section 6.03(a).
“Reallocated Cash Shares” has the meaning set forth in Section 3.03(d)(i).
“Reallocated Stock Shares” has the meaning set forth in Section 3.03(d)(ii).
“Registration Statement” means the Registration Statement on Form S-4 pursuant to the Securities Act filed by PEBO to register with the SEC the PEBO Common Shares that makes up a portion of the Merger Consideration, which also will include Midwest’s proxy statement seeking the approval of its shareholders of the transactions contemplated by this Agreement.
“Regulatory Authorities” has the meaning set forth in Section 5.03(i)(i).
“Regulatory Orders” has the meaning set forth in Section 5.03(i)(i).
“Related Parties” has the meaning set forth in Section 5.03(cc).
“Related Party Agreements” has the meaning set forth in 5.03(cc).
“Representatives” means, with respect to any Person, such Person’s directors, officers, employees, legal or financial advisors or any representatives of such legal or financial advisors.
“Resulting Bank” has the meaning set forth in Section 2.02.

"Rights" means, with respect to any Person, securities or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, calls or commitments relating to, or any stock appreciation right or other instrument the value of which is determined in whole or in part by reference to the market price or value of, shares of capital stock of such Person.
"SEC" means the Securities and Exchange Commission.
"SEC Reports" has the meaning set forth in Section 5.04(l).
"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.
"Subsidiary" has the meanings ascribed to them in Rule 1 02 of Regulation S-X of the SEC.
"Subsidiary Merger" has the meaning set forth in Section 2.02.
"Surviving Corporation" has the meaning set forth in Section 2.01(a).
"Takeover Laws" has the meaning set forth in Section 5.03(o).
"Tax" and "Taxes" means all federal, state, local or foreign taxes, charges, fees, levies or other assessments, however denominated, including, without limitation, all net income, gross income, commercial activity, gains, gross receipts, sales, use, ad valorem, goods and services, capital, production, transfer, franchise, windfall profits, license, withholding, payroll, employment, disability, employer health, excise, estimated, severance, stamp, occupation, property, environmental, unemployment and all other taxes, custom duties, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority whether arising before, on or after the Effective Date and any transferee liability in respect of any such items.
"Tax Returns" means any return, amended return, statement, form, claim for refund or other report (including elections, declarations, disclosures, schedules, estimates and information returns) with respect to any Tax, including any amendments thereof.
"Transaction Costs" means (i) any and all costs and expenses directly or indirectly related to the Agreement and the transactions contemplated herein, whether paid or accrued and including, without limitation, professional fees (legal, accounting and investment banking), data room costs, director and officer insurance premiums and (ii) any costs related to the termination of the PWCampbell Contracting Company construction contract as required by Section 7.03(j) up to an amount not to exceed $50,000.
"Treasury" means the United States Department of Treasury.
"Treasury Shares" means Midwest Common Shares held by Midwest or any of its Subsidiaries other than in a fiduciary capacity or as a result of debts previously contracted in good faith.
"Voting Agreement" means the Voting Agreement in the form attached hereto as Exhibit A entered into as of the date hereof by and among PEBO and certain shareholders of Midwest.
"Wellston Lease" means that certain lease entered into during August 2006, by and between First National, as landlord, and Oxymed, Inc., as tenant, which has expired by its terms, and/or any other lease, whether written or oral, for the property located at 120 N. Ohio Avenue, Wellston, Ohio 45692.

ARTICLE II
The Merger
2.01 The Parent Merger.
(a) The Parent Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, Midwest shall merge with and into PEBO (the "Parent Merger"), PEBO shall survive the Parent Merger and continue to exist as an Ohio corporation (PEBO, as the surviving corporation in the Parent Merger, is sometimes referred to herein as the "Surviving Corporation"), and the separate corporate existence of Midwest shall cease. At the Effective Time:
(i) The PEBO Articles, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until amended in accordance with the OGCL;
(ii) The PEBO Regulations, as in effect immediately prior to the Effective Time, shall be the regulations of the Surviving Corporation until amended in accordance with the OGCL; and
(iii) Each individual serving as a director of PEBO immediately prior to the Effective Time shall remain a director of the Surviving Corporation for the balance of the term for which such individual was elected and shall serve as such until his or her successor is duly elected and qualified in the manner provided for in the PEBO Articles and the PEBO Regulations or as otherwise provided by the OGCL or until his or her earlier death, resignation or removal in the manner provided in the PEBO Articles or the PEBO Regulations or as otherwise provided by the OGCL.
(b) Option to Change Method of Merger. PEBO may at any time prior to the Effective Time change the method of effecting the Parent Merger and/or the Subsidiary Merger (including, without limitation, changing the provisions of this Article II), if and to the extent PEBO deems such change to be necessary, appropriate or desirable; provided, however, that no such change shall:
(i) Alter or change the amount or kind of consideration to which the holders of Midwest Common Shares are entitled in accordance with the terms and subject to the conditions of this Agreement;
(ii) Materially impede or delay consummation of the transactions contemplated by this Agreement; or
(iii) Cause the merger of Midwest into PEBO to fail to qualify as a "reorganization" under Code Section 368(a)(1)(A) of the Code.
Midwest, if requested by PEBO, shall enter into one or more amendments to this Agreement in order to effect any such change.
2.02 The Subsidiary Merger. At the time specified by Peoples Bank in its certificate of merger filed with the OCC (which shall not be earlier than the Effective Time), First National shall merge with and into Peoples Bank (the "Subsidiary Merger") pursuant to an agreement to merge (the "Agreement to Merge") to be executed by First National and Peoples Bank and filed with the OCC. Upon the consummation of the Subsidiary Merger, the separate corporate existence of First National shall cease and Peoples Bank shall survive the Subsidiary Merger and continue to exist as a national bank (Peoples Bank, as the resulting bank in the Subsidiary Merger, is sometimes referred to herein as the "Resulting Bank") and the separate corporate existence of First National shall cease. The Parent Merger and the Subsidiary Merger shall sometimes collectively be referred to herein as the "Merger".
2.03 Effectiveness of Parent Merger. Subject to the satisfaction or waiver of the conditions set forth in Article VII of this Agreement, the Parent Merger shall become effective upon the latest to occur of the following: (a) the filing of certificate of merger with the OSS; or (b) such later date and time as may be set forth in such certificate of merger. The Parent Merger shall have the effects prescribed in the OGCL.

2.04 Effective Date and Effective Time. Subject to the satisfaction or waiver of the conditions set forth in Article VII of this Agreement, PEBO and Midwest shall cause the effective date of the Parent Merger (the "Effective Date") to occur as soon as practicable after the last of the conditions set forth in Article VII shall have been satisfied or waived in accordance with the terms of this Agreement; provided, however, that the Effective Date shall not fall after the date specified in Section 8.01(c) or after the date or dates on which any Regulatory Authority approval or any extension thereof expires. The time on the Effective Date when the Parent Merger shall become effective is referred to herein as the "Effective Time".

ARTICLE III

Merger Consideration

3.01 Merger Consideration

At the Effective Time, by virtue of the Parent Merger and without any action on the part of the holder thereof:

(a) Conversion of Midwest Common Shares. Subject to Sections 3.03 and 3.04, each Midwest Common Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive, at the election of the holder thereof, the following:

(i) a number of PEBO Common Shares valued at $65.50 per share based on the PEBO Market Price (the "Per Share Stock Consideration");

(ii) cash in the amount of $65.50 (the "Per Share Cash Consideration");

(iii) a combination of the Per Share Stock Consideration and the Per Share Cash Consideration.

(b) Aggregate Consideration.

(i) The "Aggregate Consideration" shall mean the Aggregate Cash Consideration plus the Aggregate Stock Consideration. The Aggregate Consideration for purposes of this Agreement shall be $12,608,750, based on an agreed purchase price of $65.50 multiplied by 192,500 shares of Midwest Common Shares.

(ii) The "Aggregate Cash Consideration" for purposes of this Agreement shall be an amount equal to the Per Share Cash Consideration multiplied by the sum of the Cash Election Shares (subject to the adjustment pursuant to Section 3.03(d)) plus the Reallocated Cash Shares, if any; provided, however, in no event will the Aggregate Cash Consideration be greater than 50% of the Aggregate Consideration (the "Maximum Aggregate Cash Portion") or less than 25% of the Aggregate Consideration (the "Minimum Aggregate Cash Portion").

(iii) The "Aggregate Stock Consideration" for purposes of this Agreement shall be a dollar amount equal to the PEBO Market Price multiplied by the sum of the Stock Election Shares (subject to adjustment pursuant to Section 3.03(d)) plus the Reallocated Stock Shares, if any; provided, however, in no event will the Aggregate Stock Consideration be greater than 75% of the Aggregate Consideration (the "Maximum Aggregate Stock Consideration") or less than 50% of the Aggregate Consideration (the "Minimum Aggregate Stock Consideration").

(iv) If the number of Midwest Common Shares issued and outstanding immediately prior to the Effective Time exceeds the number of Midwest Common Shares issued and outstanding as of the date hereof, the Aggregate Consideration will not be adjusted as a result of such excess, though appropriate adjustments will be made to the Per Share Stock Consideration and the Per Share Cash Consideration

(c) Treasury Shares. All Treasury Shares shall be canceled and retired at the Effective Time and no consideration shall be issued in exchange therefor.

3.02 Rights as Shareholders; Share Transfers. At the Effective Time, holders of Midwest Common Shares shall cease to be, and shall have no rights as, shareholders of Midwest, other than (a) to receive any dividend or other distribution with respect to such Midwest Common Shares with a record date occurring prior to the Effective Time, (b) to receive the Merger Consideration, or (c) appraisal rights in the case of Dissenting Shares. After the Effective Time, there shall be no transfers on the stock transfer books of Midwest or the Surviving Corporation of any Midwest Common Shares.

3.03 Election, Exchange and Payment Procedures.

(a) Exchange Agent. Wells Fargo Shareowner Services will act as agent (the "Exchange Agent") for purposes of conducting the exchange and payment procedures as described in this Section 3.03.

(b) Election Procedure. An election form in such form as PEBO and Midwest shall mutually agree (an "Election Form") shall be mailed on the Mailing Date (as defined below) to each holder of record of shares of Midwest Common Shares as of a record date which shall be the same date as the record date for eligibility to vote on the Merger or such later date as the parties may mutually determine. The "Mailing Date" shall be the date on which proxy materials relating to the Merger are mailed to holders of shares of Midwest Common Shares. PEBO shall make available Election Forms as may be reasonably requested by all persons who become holders of Midwest Common Shares after the record date for eligibility to vote on the Merger and prior to the Election Deadline (as defined below), and Midwest shall provide to the Exchange Agent all information reasonably necessary for it to perform its obligations as specified herein. Each Election Form shall permit the holder (or in the case of nominee record holders, the beneficial owner through proper instructions and documentation) (i) to elect to receive PEBO Common Shares with respect to all of such holder's Midwest Common Shares, (ii) to elect to receive cash with respect to all of such holder's Midwest Common Shares, (iii) to elect to receive cash with respect to some of such holder's Midwest Common Shares and to receive PEBO Common Shares with respect to such holder's remaining Midwest Common Shares, or (iv) to indicate that such holder makes no such election with respect to such holder's Midwest Common Shares ("No Election Shares"). Any Midwest Common Shares with respect to which the holder has elected to receive cash are hereinafter referred to as "Cash Election Shares," and any Midwest Common Shares with respect to which the holder has elected to receive PEBO Common Shares are hereinafter referred to as "Stock Election Shares." Any Midwest Common Shares with respect to which the holder thereof shall not have made, as of the Election Deadline, an election by submission to the Exchange Agent of an effective, properly completed Election Form shall be deemed to be No Election Shares. Any Dissenting Shares shall be deemed to be Cash Election Shares for purposes of the allocation provisions of Subsection (d) below, but in no event shall such shares be classified as Reallocated Stock Shares.

(c) Election Deadline; Revocation or Modification of Election. For purposes of this Agreement, the term "Election Deadline" shall mean 5:00 p.m. Eastern Time on the 30th day following, but not including, the date of mailing of the Election Form, or such other date upon which PEBO and Midwest shall mutually agree to prior to the Effective Time. Any election to receive cash, PEBO Common Shares or a combination of cash and PEBO Common Shares shall have been properly made only if the Exchange Agent shall have actually received a properly completed Election Form by the Election Deadline, accompanied with the certificates representing Midwest Common Shares ("Old Certificates") covered by such Election Form, together with duly executed transmittal materials included with the Election Form. Any submitted Election Form may be revoked or changed by written notice to the Exchange Agent only if such notice of revocation or change is actually received by the Exchange Agent prior to the Election Deadline. The Exchange Agent shall be required to make all determinations as to when any election, modification or revocation has been received and whether any such election, modification or revocation has been properly made.

(d) Reallocation of PEBO Common Shares and Cash. The Exchange Agent shall effect the allocation among holders of Midwest Common Shares of rights to receive cash, PEBO Common Shares, or a combination of cash and PEBO Common Shares in accordance with the Election Forms as follows:

(i) If (A) the number of Cash Election Shares multiplied by the Per Share Cash Consideration, plus (B) the cash to be paid in lieu of fractional PEBO Common Shares pursuant to Subsection (i) below, is less than the Minimum Aggregate Cash Consideration, then:

(1) each of the Cash Election Shares (other than Dissenting Shares) shall be converted into the right to receive the Per Share Cash Consideration;

(2) the Exchange Agent will designate first among the No Election Shares and then from the Stock Election Shares (by the method described in Subsection (e) below), a sufficient number of such shares to receive the Per Share Cash Consideration (such redesignated shares hereinafter referred to as "Reallocated Cash Shares") such that the sum of (a) the product of (1) the sum of the number of Cash Election Shares plus the number of Reallocated Cash Shares, multiplied by (2) the Per Share Cash Consideration, plus (b) the amount of cash to be paid in lieu of fractional PEBO Common Shares pursuant to Subsection (i) below, equals the Minimum Aggregate Cash Consideration, and each of the Reallocated Cash Shares shall be converted into the right to receive the Per Share Cash Consideration; and

(3) each of the No Election Shares and Stock Election Shares that are not Reallocated Cash Shares shall be converted into the right to receive the Per Share Stock Consideration.

(ii) If (A) the number of Cash Election Shares multiplied by the Per Share Cash Consideration, plus (B) the cash to be paid in lieu of fractional PEBO Common Shares pursuant to Subsection (i) below, is greater than the Maximum Aggregate Cash Consideration, then:

(1) each of the Stock Election Shares and No Election Shares shall be converted into the right to receive the Per Share Stock Consideration;

(2) the Exchange Agent will designate among the Cash Election Shares (other than Dissenting Shares) (by the method described in Subsection (e) below), a sufficient number of such shares to receive the Per Share Stock Consideration (such redesignated shares hereinafter referred to as "Reallocated Stock Shares") such that the sum of (a) the product of (1) the number of remaining Cash Election Shares multiplied by (2) the Per Share Cash Consideration, plus (b) the amount of cash to be paid PEBO Common Shares pursuant to Subsection (i) below, equals the Maximum Aggregate Cash Consideration, and each of the Reallocated Stock Shares shall be converted into the right to receive the Per Share Stock Consideration; and

(3) each of the Cash Election Shares (other than Dissenting Shares) that are not Reallocated Stock Shares shall be converted into the right to receive the Per Share Cash Consideration.

(iii) If (A) the number of Cash Election Shares (including Dissenting Shares) multiplied by the Per Share Cash Consideration, plus (B) the cash to be paid in lieu of fractional PEBO Common Shares pursuant to Subsection (i) below, is less than or equal to the Maximum Aggregate Cash Consideration and greater than or equal to the Minimum Aggregate Cash Consideration, then subparagraphs (i) and (ii) above shall not apply, all No Election Shares and all Stock Election Shares shall be converted into the right to receive the Per Share Stock Consideration and all Cash Election Shares shall be converted into the right to receive the Per Share Cash Consideration.

(e) Method of Designation.

(i) If the Exchange Agent is required pursuant to Subsection (d) to designate from among all No Election Shares the Reallocated Cash Shares to receive the Per Share Cash Consideration, each holder of No Election Shares shall have a pro rata portion (based on such holder's No Election Shares relative to all No Election Shares) of such holder's No Election Shares designated as Reallocated Cash Shares.

(ii) If the Exchange Agent is required pursuant to Subsection (d) to designate from among all Stock Election Shares the Reallocated Cash Shares to receive the Per Share Cash Consideration, each holder of Stock Election Shares shall have a pro rata portion (based on such holder's Stock Election Shares relative to all Stock Election Shares) of such holder's Stock Election Shares designated as Reallocated Cash Shares.

(iii) If the Exchange Agent is required pursuant to Subsection (d) to designate from among all Cash Election Shares the Reallocated Stock Shares to receive the Per Share Stock Consideration, each holder of Cash Election Shares (except Dissenting Shares) shall have a pro rata portion (based on such holder's Cash Election Shares relative to all Cash Election Shares) of such holder's Cash Election Shares designated as Reallocated Stock Shares.

(f) Exchange Fund. At or prior to the Effective Time, PEBO shall deposit, or shall cause to be deposited, with the Exchange Agent, for the benefit of the holders of Old Certificates, for exchange in accordance with this Article III, an estimated amount of cash (such cash, together with any dividends or distributions with a record date occurring on or after the Effective Time with respect thereto without any interest on any such cash, dividends or distributions, being hereinafter referred to as the "Exchange Fund") to be paid pursuant to this Article III in exchange for outstanding Midwest Common Shares. Promptly, and not more than three business days after the Effective Time, the Exchange Agent shall distribute PEBO Common Shares and make payment of such cash as provided herein. The Exchange Agent shall not be entitled to vote or to exercise any rights of ownership with respect to the PEBO Common Shares held by it from time to time hereunder, except that it shall receive and hold in trust for the recipients of the PEBO Common Shares until distributed thereto pursuant to the provision of this Agreement all dividends or other distributions paid or distributed with respect to such PEBO Common Shares for the account of the persons entitled thereto.

(g) Surrender of Old Certificates Following the Election Deadline.

(i) Appropriate transmittal materials ("Letter of Transmittal") in a form satisfactory to PEBO and Midwest shall be mailed by the Exchange Agent as soon as practicable after the Election Deadline to each holder of record of Midwest Common Shares as of the Election Deadline who did not previously submit a completed Election Form. A Letter of Transmittal will be deemed properly completed only if accompanied by the Old Certificates to be converted thereby.

(ii) The Letter of Transmittal shall (i) specify that delivery shall be effected, and risk of loss and title to the Old Certificates shall pass, only upon delivery of the Old Certificates to the Exchange Agent, (ii) be in a form and contain any other provisions as PEBO and Midwest may reasonably determine, (iii) include information concerning procedures in the case of lost, stolen or destroyed Old Certificates and (iv) include instructions for use in effecting the surrender of the Old Certificates in exchange for the Merger Consideration. Upon the proper surrender of the Old Certificates to the Exchange Agent, together with a properly completed and duly executed Letter of Transmittal, the holder of such Old Certificates shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of PEBO Common Shares that such holder has the right to receive pursuant to Sections 3.01 and 3.03, if any, and a check in the amount equal to the cash that such holder has the right to receive pursuant to Sections 3.01 and 3.03, if any (including any cash in lieu of fractional shares, if any, that such holder has the right to receive pursuant to Sections 3.01 and 3.03, and any dividends or other distributions to which such holder is entitled pursuant to Section 3.02). Old Certificates so surrendered shall forthwith be canceled. As soon as practicable following receipt of the properly completed Letter of Transmittal and any necessary accompanying documentation, the Exchange Agent shall distribute PEBO Common Shares and cash as provided herein. If there is a transfer of ownership of any shares of Midwest Common Shares not registered in the transfer records of Midwest, the Merger Consideration shall be issued to the transferee thereof if the Old Certificates representing such Midwest Common Shares are presented to the Exchange Agent, accompanied by all documents required, in the reasonable judgment of PEBO and the Exchange Agent, to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid.

(iii) No dividends or other distributions declared or made after the Effective Time with respect to PEBO Common Shares issued pursuant to this Agreement shall be remitted to any person entitled to receive shares of PEBO Common Shares hereunder until such person surrenders his or her Old Certificates in accordance with this Section 3.03. Upon the surrender of such person's Old Certificates, such person shall be entitled to receive any dividends or other distributions, without interest thereon, which subsequent to the Effective Time had become payable but not paid with respect to shares of PEBO Common Shares represented by such person's Old Certificates.

(h) Release of Exchange Fund. Any portion of the Exchange Fund that remains unclaimed by the shareholders of Midwest for six months after the Effective Time shall be paid to PEBO. Any shareholders of Midwest who have not theretofore complied with this Article III shall thereafter look only to PEBO for payment of the Merger Consideration. Notwithstanding the foregoing, neither the Exchange Agent nor PEBO shall be liable to any former holder of Midwest Common Shares for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

(i) No Fractional PEBO Common Shares.

(i) No certificates or scrip representing fractional PEBO Common Shares shall be issued upon the surrender for exchange of Old Certificates, and such fractional PEBO Common Share interests will not entitle the owner thereof to vote or to any rights of a shareholder of the Surviving Corporation.

(ii) Each holder of Midwest Common Shares who would otherwise be entitled to receive a fractional PEBO Common Share shall receive from the Exchange Agent an amount of cash equal to the product obtained by multiplying (a) the fractional PEBO Common Share interest to which such holder (after taking into account all Midwest Common Shares held at the Effective time by such holder) would otherwise be entitled by (b) the Per Share Cash Consideration.

(j) No Liability. None of PEBO, Midwest, the Exchange Agent or the Surviving Corporation shall be liable to any former holder of Midwest Common Shares for any payment of the Per Share Stock Consideration, the Per Share Cash Consideration, any cash in lieu of a fractional PEBO Common Share interest, or any dividends or distributions with respect to PEBO Common Shares delivered to a public official if required by any applicable abandoned property, escheat or similar law.

(k) Withholding Rights. PEBO or the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Midwest Common Shares such amounts as PEBO or the Exchange Agent is required to deduct and withhold with respect to the making of such payment under the Code, or any other provision of domestic or foreign tax law (whether national, federal, state, provincial, local or otherwise). To the extent that amounts are so withheld and paid over to the appropriate taxing authority by PEBO or the PEBO Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Midwest's common Shares.

(l) Waiver. The Surviving Corporation may from time to time, in the case of one or more Persons, waive one or more of the rights provided to it in this Article III to withhold certain payments, deliveries and distributions; and no such waiver shall constitute a waiver of its rights thereafter to withhold any such payment, delivery or distribution in the case of any person.

3.04 Dissenting Shares. Anything contained in this Agreement or elsewhere to the contrary notwithstanding, any holder of an outstanding Midwest Common Share that seeks relief as a dissenting shareholder under Section 1701.85 of the OGCL shall thereafter have only such rights (and shall have such obligations) as are provided therein, and the Surviving Corporation shall be required to deliver only such cash payments to which the Dissenting Shares are entitled pursuant to 1701.85 of the OGCL. If any holder of Dissenting Shares shall forfeit such right to payment of the fair value under Section 1701.85 of the OGCL, each holder's Dissenting Shares shall thereupon be deemed to have been converted as of the Effective Time into the right to receive the Merger Consideration, without interest.

ARTICLE IV

Actions Pending Consummation of Merger

4.01 Forbearances of Midwest. From the date hereof until the Effective Time, except as expressly contemplated or permitted by this Agreement or required by an applicable Regulatory Order, without the prior written consent of PEBO, Midwest shall not, and shall cause First National not to:

(a) Ordinary Course. Conduct the business of Midwest and First National other than in the ordinary and usual course or fail to use reasonable efforts to preserve intact their respective business organizations and assets and maintain their respective rights, franchises and existing relations with customers, suppliers, vendors, employees and business associates, or voluntarily take any action which, at the time taken, is reasonably likely to have an adverse effect upon Midwest's ability to perform any of its material obligations under this Agreement or prevent or materially delay the consummation of the transactions contemplated by this Agreement, or enter into any new line of business or materially change its lending, investment, underwriting, risk, asset liability management or other banking and operating policies, except as required by applicable law or policies imposed by any Governmental Authority or by any applicable Regulatory Order.

(b) Capital Stock. (i) Issue, sell or otherwise permit to become outstanding, or authorize the creation of, any additional Midwest Common Shares, other capital stock of Midwest or any Rights, (ii) enter into any agreement with respect to the foregoing, (iii) permit any additional Midwest Common Shares to become subject to new grants of employee or director stock options, other Rights or similar stock-based employee rights, or (iv) effect any recapitalization, reclassification, stock split, or similar change in capitalization.

(c) Dividends; distributions; adjustments. (i) Make, declare, pay or set aside for payment any dividend or distribution on any shares of its capital stock, other than dividends from First National to Midwest and dividends on Midwest's common Shares in the amount of $0.50 per share for the time period of January 1, 2014 through May 31, 2014, prorated if the Effective Time occurs prior to May 31, 2014, or (ii) directly or indirectly adjust, split, combine, redeem, reclassify, purchase or otherwise acquire, any shares of its capital stock.

(d) Compensation; Employment Agreements. Enter into, modify, amend, renew or terminate any employment, consulting, severance, retention, change in control, or similar agreements or arrangements with any director, consultant, officer or employee of Midwest or First National, hire or engage any full-time employee or consultant, other than as replacements for positions existing on the date hereof, or grant any salary or wage increase or bonus or increase any employee benefit (including incentive or bonus payments), except for (i) changes that are required by applicable law, (ii) bonuses to be paid at or prior to the Effective Time which Midwest has been accruing for on a month to month basis; provided, however, that such amount to be accrued for monthly does not exceed $1,750 per month; and (iii) certain retention payments to be paid to certain employees of First National pursuant to Section 4.01(d)(iii) of Midwest's Disclosure Schedule, at such time and in such individual amounts as mutually agreed to between Midwest and PEBO.

(e) Benefit Plans. Enter into, establish, adopt, amend, modify or terminate (except (i) as may be required by applicable law, (ii) as contemplated by this Agreement or (iii) the regular annual renewal of insurance contracts) any pension, retirement, stock option, phantom stock, stock purchase, savings, profit sharing, deferred compensation, change in control, salary continuation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract (including related administrative services contracts), plan or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any director, consultant, officer or employee of Midwest or First National, or take any action to accelerate the payment of benefits or the vesting or exercisability of stock options, restricted stock, phantom stock or other compensation or benefits payable thereunder.

(f) Dispositions. Sell, transfer, mortgage, pledge, encumber or otherwise dispose of or discontinue any of its assets, deposits, business or properties except in the ordinary and usual course of business for full and fair consideration actually received.
(g) Acquisitions. Acquire (other than by way of foreclosures or acquisitions of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary and usual course of business consistent with past practice) all or any portion of the assets, business, deposits or properties of any other Person.
(h) Governing Documents. Amend the Midwest Articles, the Midwest Regulations or the articles of association or bylaws of First National.
(i) Accounting Methods. Implement or adopt any change in its accounting principles, practices or methods, other than as may be required by generally accepted accounting principles.
(j) Material Contracts. Enter into any new contract or agreement that would otherwise be required to be disclosed under Section 5.03(k), or terminate any Material Contract or amend, modify, renew or extend in any material respect any of its existing Material Contracts.
(k) Claims. Settle any claim, action or proceeding, except for any claim, action or proceeding which does not involve precedent for other material claims, actions or proceedings and which involves solely money damages in an amount, individually not to exceed $25,000 or in the aggregate not to exceed $50,000 for all such settlements.
(l) Adverse Actions. Take any action that is intended or is reasonably likely to result in (A) any of its representations and warranties set forth in this Agreement being or becoming untrue at any time at or prior to the Effective Time, (B) any of the conditions to the Merger set forth in Article VII not being satisfied or (C) a violation of any provision of this Agreement except, in each case, as may be required by applicable law or by any Governmental Authority.
(m) Risk Management. Except pursuant to applicable law or as required by any Governmental Authority,
(i) implement or adopt any material change in its interest rate and other risk management policies, procedures or practices; (ii) fail to follow its existing policies or practices with respect to managing its exposure to interest rate and other risk; (iii) fail to use commercially reasonable means to avoid any material increase in its aggregate exposure to interest rate risk; or (iv) fail to follow its existing policies or practices with respect to managing its fiduciary risks.
(n) Borrowings. Borrow or agree to borrow any funds, including but not limited to pursuant to repurchase transactions, or directly or indirectly guarantee or agree to guarantee any obligations of any other Person, except in each case in the ordinary course of business and with a final maturity of less than one year.
(o) Indirect Loans; Participations. (i) Make or purchase any indirect or brokered loans, other than existing indirect relationships with auto dealers, or (ii) purchase from or sell to any financial institution or other non-depository lender an interest in a loan and/or other type of credit facility, except for such credit facilities made to borrowers in First National's Territory which are secured by collateral located in the First National's Territory in the ordinary course and consistent with past practices.
(p) Capital Expenditures. Make any capital expenditure or capital addition or improvement which individually exceeds $5,000 or in the aggregate exceed $15,000.
(q) Lending. (i) Establish any new lending programs or make any changes in the policies of First National concerning which Persons may approve loans; or
(ii) originate or issue a commitment to originate any loan in a principal amount in excess of $500,000.
(r) Taxes. (i) Fail to prepare or file or cause to be prepared or filed in a timely manner consistent with past practice all material Tax Returns that are required to be filed (with extensions) at or before the Effective Time; (ii) fail to timely pay any Tax due (whether or not required to be shown on any such Tax Returns); or (iii) make, change or revoke any Tax election or Tax accounting method, file any amended Tax return, settle any Tax claim or assessment or consent to the extension or waiver of any statute of limitations with respect to Taxes (or offer or agree to do any of the foregoing or surrender its rights to do any of the foregoing or to claim any refund of Taxes or file any amended Tax Return).

(s) Offices and Facilities. (i) Open, close or relocate any offices at which business is conducted (including any ATMs); or (ii) fail to use commercially reasonable efforts to maintain and keep their respective properties and facilities in their present condition and working order, ordinary wear and tear excepted.
(t) Interest Rates. Increase or decrease the rate of interest paid on time deposits or certificates of deposit, except in a manner consistent with past practices in relation to rates prevailing in the relevant market.
(u) Foreclosures. Foreclose upon or otherwise cause First National to take title to or possession or control of any real property or entity thereon without first obtaining a Phase I thereon which indicates that the property is free of Hazardous Material; provided, however, that no such report shall be required to be obtained with respect to single-family residential real property of one acre or less to be foreclosed upon unless Midwest or First National has reason to believe such real property may contain any such Hazardous Material.
(v) Deposit Liabilities. Cause any material change in the amount or general composition of deposit liabilities.
(w) Commitments. Agree or commit to do any of the foregoing.
ARTICLE V
Representations and Warranties
5.01 Disclosure Schedules. On or prior to the date hereof, Midwest delivered to PEBO a schedule, and PEBO delivered to Midwest a schedule (each respectively, its “Disclosure Schedule”), setting forth, among other things, items the disclosure of which are necessary or appropriate either in response to an express disclosure requirement contained in a provision hereof, as an exception to one or more representations or warranties contained in Section 5.03 or 5.04 or to one or more of its respective covenants contained in Article IV or Article VI; provided, however, that the mere inclusion of an item in a Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by a party that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely to have or result in a Material Adverse Effect on the party making the representation.
5.02 Standard. No party hereto shall be deemed to have breached a representation or warranty as a consequence of the existence of any fact, event or circumstance unless such fact, circumstance or event, individually or taken together with all other facts, events or circumstances inconsistent with any representation or warranty contained in Section 5.03 or 5.04, has had or is reasonably likely to have, a Material Adverse Effect.
5.03 Representations and Warranties of Midwest. Subject to Sections 5.01 and 5.02 and except as Previously Disclosed in a Section of its Disclosure Schedule corresponding to the relevant Section below, Midwest hereby represents and warrants to PEBO that the following are true and correct:
(a) Organization, Standing and Authority.
(i) Midwest is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and is duly qualified to do business and is in good standing in any foreign jurisdictions where its ownership or leasing of property or assets or the conduct of its business requires it to be so qualified. The foreign jurisdictions in which Midwest conducts business are set forth in the Midwest Disclosure Schedule. Midwest is registered as a bank holding company under the BHCA.

(ii) First National is a national banking association duly organized and validly existing under the laws of the United States, and has all the requisite power and is duly qualified to do business and is in good standing in any foreign jurisdictions where its ownership or leasing of property or assets or the conduct of its business requires it to be so qualified.

(b) Capital Structure of Midwest. As of the date of this Agreement, the authorized capital stock of Midwest consists solely of 500,000 Midwest Common Shares, of which 192,500 shares are outstanding and no shares are subject to options. As of the date of this Agreement, no Midwest Common Shares were held in the Midwest 401(k) Plan, and 7,500 shares of Treasury Stock were held by Midwest or otherwise owned by Midwest or its Subsidiaries. The outstanding Midwest Common Shares have been duly authorized, are validly issued and outstanding, fully paid and nonassessable, and were not issued in violation of any preemptive rights. As of the date hereof, except as Previously Disclosed in its Disclosure Schedule: (A) there are no Midwest Common Shares authorized and reserved for issuance, and (B) Midwest does not have any commitment to authorize, issue or sell any Midwest Common Shares or Rights. As of the date hereof, Midwest does not have any Rights issued or outstanding with respect to Midwest Common Shares.

(c) Subsidiaries.

(i)(A) First National is the only Subsidiary of Midwest, (B) Midwest owns all of the issued and outstanding equity securities of First National, (C) no equity securities of First National are or may become required to be issued (other than to Midwest) by reason of any Right or otherwise, (D) there are no contracts, commitments, understandings or arrangements by which First National is or may be bound to sell or otherwise transfer any equity securities of First National (other than to Midwest), (E) there are no contracts, commitments, understandings, or arrangements relating to Midwest's rights to vote or to dispose of such securities and (F) all of the equity securities of First National held by Midwest are fully paid and nonassessable and are owned by Midwest free and clear of any Liens.

(ii) Except as Previously Disclosed, neither Midwest nor First National own beneficially, directly or indirectly, any equity securities or similar interests of any Person, or any interest in a partnership or joint venture of any kind, other than First National.

(d) Corporate Power. Each of Midwest and First National has full corporate power and authority to carry on its business as it is now being conducted and to own all of its properties and assets. Midwest has the corporate power and authority to execute, deliver and perform its obligations under this Agreement, subject to certain required approvals of Midwest's shareholders (the "Midwest Shareholder Adoption") and applicable Regulatory Authorities and First National has the corporate power and authority to consummate the Subsidiary Merger in accordance with the terms of this Agreement.

(e) Corporate Authority; Authorized and Effective Agreement. Subject to the Midwest Shareholder Adoption, this Agreement and the transactions contemplated hereby have been authorized by all necessary corporate action of Midwest and the Midwest Board prior to the date of this Agreement. The Agreement to Merge, when executed by First National, shall have been approved by the board of directors of First National and by Midwest, as the sole shareholder of First National. This Agreement is a valid and legally binding obligation of Midwest, enforceable against Midwest in accordance with its terms, except as enforcement may be limited by receivership, conservatorship and supervisory powers of bank regulatory agencies generally, as well as bankruptcy, insolvency, reorganization, moratorium or other laws of general applicability relating to or affecting creditors' rights, or the limiting effect of rules of law governing specific performance, equitable relief and other equitable remedies or the waiver of rights or remedies.

(f) Regulatory Approvals; No Defaults.

(i) No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by Midwest or First National in connection with the execution, delivery or performance by Midwest of this Agreement or the consummation of the transactions contemplated hereby, including the Merger, except for (A) the filings of applications, notices and the Agreement to Merge, as applicable, with Regulatory Authorities to approve the transactions contemplated by the Agreement, (B) the filing of the certificate of merger with the OSS pursuant to the OGCL and (C) the receipt of the approvals set forth in Section 7.01(b). As of the date hereof, Midwest is not aware of any reason why the approvals set forth in Section 7.01(b) will not be received

without the imposition of a condition, restriction or requirement of the type described in Section 7.01(b).

(ii) Subject to the Midwest Shareholder Adoption, the receipt of the approvals set forth in Section 7.01(b), and the expiration of related regulatory waiting periods, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, do not and will not (A) result in a breach or violation of, or a default under, or give rise to any Lien, any acceleration of remedies or any right of termination under, any law, rule or regulation or any judgment, decree, order, governmental permit or license, or agreement, indenture or instrument of Midwest or of First National or to which Midwest or First National or their properties are subject or bound, (B) constitute a breach or violation of, or a default under, the Midwest Articles or the Midwest Regulations or (C) require any consent or approval under any such law, rule, regulation, judgment, decree, order, governmental permit or license, agreement, indenture or instrument.

(g) Financial Statements; Material Adverse Effect; Internal Controls.

(i) Midwest has delivered or will deliver to PEBO (a) audited consolidated financial statements for each of the fiscal years ended December 31, 2012, 2011, 2010, 2009 and 2008, respectively, consisting of consolidated balance sheets and the related consolidated statements of income and shareholders' equity and cash flows for the fiscal years ended on such date, including the footnotes thereto and the reports prepared with respect thereto by Dixon, Davis Bagent & Company, Midwest's independent registered public accounting firm, (b) the report of condition and income of First National for the quarter ended on September 30, 2013, (c) unaudited quarterly financial statements of First National for the quarter ended on September 30, 2013 prepared for internal use, consisting of balance sheets and the related statements of income, and (d) unaudited monthly financial statements of First National for September 30, 2013 and each subsequent month thereafter (collectively, "Midwest's Financial Statements"). Midwest's Financial Statements, as of the dates thereof and for the periods covered thereby, have been prepared in conformity with generally accepted accounting principles, consistently applied throughout the periods indicated, and fairly present the financial position of Midwest as of the dates thereof and the results of operations and cash flows for the periods indicated, subject in the case of the interim financial statements to normal year end adjustments and the absence of notes thereto. Except as set forth in Midwest's Financial Statements, Midwest and its Subsidiaries have no liabilities or obligations as of the date hereof.

(ii) Except as Previously Disclosed, since September 30, 2013, Midwest and First National have not incurred any material liability not disclosed in Midwest's Financial Statements.

(iii) Since September 30, 2013, (A) Midwest and First National have conducted their respective businesses in the ordinary and usual course consistent with past practice and (B) no event has occurred or circumstance arisen that, individually or taken together with all other facts, circumstances and events is reasonably likely to have a Material Adverse Effect with respect to Midwest or First National.

(iv) Management of Midwest has established and maintains a system of internal accounting controls that it reasonably believes is sufficient 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, including policies and procedures that (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Midwest and First National; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and that receipts and expenditures of Midwest and First National are being made only in accordance with authorizations of management and directors of Midwest and First National; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Midwest and First National that could have a material effect on the financial statements. Management of Midwest has evaluated the effectiveness of Midwest's and First National's internal controls over financial reporting as of the end of the periods covered by Midwest's Financial Statements and, based on such evaluations, has Previously Disclosed to PEBO (A) all significant deficiencies and material weaknesses in the design or operation of the internal controls over financial reporting which Management of First National believes are reasonably likely to adversely affect Midwest's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees of Midwest or First National. Midwest has provided to PEBO access to all documentation related to Midwest's internal control over financial reporting. Since September 30, 2013, neither Midwest, First National nor any director, officer, employee, auditor, accountant or representative of

Midwest or First National has received or otherwise had or obtained Knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Midwest or First National or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Midwest or First National has engaged in questionable accounting or auditing practices.

(h) Litigation. No litigation, claim or other proceeding before any court or governmental agency is pending against Midwest or First National and, to Midwest's Knowledge, no such litigation, claim or other proceeding has been threatened. There is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Midwest or First National.

(i) Regulatory Matters.

(i) Neither Midwest nor First National nor any of their respective properties is a party to or is subject to any order, decree, formal or informal agreement, memorandum of understanding or similar arrangement with, or a commitment letter, board resolution or similar submission to, or extraordinary supervisory letter (any of the foregoing, a "Regulatory Order") from any federal or state governmental agency or authority charged with the supervision or regulation of financial institutions (or their holding companies) or issuers of securities or engaged in the insurance of deposits (including, without limitation, the OCC, the FDIC and the FRB) or the supervision or regulation of it or any of its Subsidiaries (collectively, the "Regulatory Authorities").

(ii) Neither Midwest nor First National has been advised by any Regulatory Authority that such Regulatory Authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any such order, decree, formal or informal agreement, memorandum of understanding, commitment letter, board resolution, supervisory letter or similar submission.

(j) Compliance with Laws. Each of Midwest and First National: (i) is in compliance with all material applicable federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto; (ii) has all material permits, licenses, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Governmental Authorities and Regulatory Authorities that are required in order to permit them to own or lease their properties and to conduct their businesses as presently conducted; all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and, to Midwest's Knowledge, no suspension or cancellation of any of them is threatened; and (iii) has not received any notification or communication from any Governmental Authority (A) asserting that Midwest or First National is not in compliance with any of the statutes, regulations, or ordinances which such Governmental Authority enforces or (B) threatening to revoke any license, franchise, permit, or governmental authorization (nor, to Midwest's Knowledge, do any grounds for any of the foregoing exist).

(k) Material Contracts; Defaults.

(i) Except as set forth in Midwest's Disclosure Schedule listed under Section 5.03(k), neither Midwest nor First National is a party to or is bound by any contract or agreement (whether written or verbal) of the following types as of the date of this Agreement, and no such contract or agreement is presently being negotiated or discussed:

(A) any contract involving commitments to others to make capital expenditures or purchases or sales in excess of $5,000 in any one case or $15,000 in the aggregate in any period of 12 consecutive months;
(B) any contract relating to any direct or indirect indebtedness of Midwest or First National for borrowed money (including loan agreements, lease purchase arrangements, guarantees, agreements to purchase goods or services or to supply funds or other undertakings relating to the extension of credit), or any conditional sales contracts, equipment lease agreements and other security arrangements with respect to personal property with an obligation in excess of $10,000 in any one case or $50,000 in the aggregate in any period of 12 consecutive months;
(C) any employment, severance, consulting or management services contract or any confidentiality or nondisclosure contract with any director, officer, employee or consultant of Midwest or First National;
(D) any contract containing covenants limiting the freedom of Midwest or First National to compete in any line of business or with any Person or in any area or territory;
(E) any partnership, joint venture, limited liability company arrangement or other similar agreement;
(F) any profit sharing, phantom stock award, stock option, stock purchase, stock appreciation, deferred compensation, issuance, or other plan or arrangement for the benefit of Midwest's or First National's current or former directors, officers, employees or consultants;
(G) any license agreement, either as licensor or licensee, or any other contract of any type relating to any intellectual property, except for license agreements relating to off-the-shelf software or software components pursuant to a non-negotiable standard form or "shrink wrap" license agreement;
(H) any contract with any insider of Midwest or First National or any arrangement under which Midwest or First National has advanced or loaned any amount to any of their respective insiders or immediate family member of any insider (the terms "insider" and "immediate family member" have the meanings given to them under Regulation O (12 C.F.R. Part 215) as promulgated by the FRB);
(I) any contract, whether exclusive or otherwise, with any sales agent, representative, franchisee or distributor;
(J) other than this Agreement and any ancillary agreements being executed in connection with this Agreement, any contract providing for the acquisition or disposition of any portion of the assets, properties or securities of Midwest or First National;
(K) any contract that requires the payment of royalties;
(L) any contract pursuant to which Midwest or First National has any obligation to share revenues or profits derived from Midwest or First National with any other Person;
(M) any contract between (i) Midwest or First National, on the one hand, and any officer, director, employee or consultant of Midwest or First National, on the other hand, and (ii) Midwest or First National, on the one hand, and any Associate or other Affiliate of any director, officer, employee or consultant of Midwest or First National, on the other hand; and
(O) any other legally binding contract not of the type covered by any of the other items of this Section 5.03(k) involving money or property and having an obligation in excess of $10,000 in the aggregate in any period of 12 consecutive months or which is otherwise not in the ordinary and usual course of business.

(ii) "Material Contracts" shall mean those contracts on Midwest's Disclosure Schedule listed under Section 5.03(k). True, complete and correct copies of all of the Material Contracts have been made available to PEBO. All of the Material Contracts are in full force and effect and are legal, valid, binding and enforceable in accordance with their terms (A) as to Midwest or First National, as the case may be, and (B) to the Knowledge of Midwest, as to the other parties to such Material Contracts. Except as disclosed in Midwest's Disclosure Schedule, Midwest and/or First National, as applicable, and to the Knowledge of Midwest, each other party to the Material Contracts, has performed and is performing all material obligations, conditions and covenants required to be performed by it under the Material Contracts. Neither Midwest nor First National, and to the Knowledge of Midwest, no other party, is in violation, breach or default of any material obligation, condition or covenant under any of the Material Contracts, and neither Midwest nor First National, and to the Knowledge of Midwest, no other party, has received any notice that any of the Material Contracts will be terminated or will not be renewed. Neither Midwest nor First National has received from or given to any other Person any notice of default or other violation under any of the Material Contracts, nor, to the Knowledge of Midwest, does any condition exist or has any event occurred which with notice or lapse of time or both would constitute a default under any of the Material Contracts.

(l) Brokerage and Finder's Fees. Except as Previously Disclosed, neither Midwest nor First National has engaged or employed any broker, finder, or agent, or agreed to pay or incurred any brokerage fee, finder's fee, commission or other similar form of compensation (including any break-up or termination fee) in connection with this Agreement or the transactions contemplated hereby.

(m) Employee Benefit Plans.

(i) Section 5.03(m) of Midwest's Disclosure Schedule contains a complete and accurate list of all bonus, incentive, deferred compensation, pension, retirement, profit-sharing, thrift, savings, employee stock ownership, stock bonus, stock purchase, restricted stock, stock option, severance, welfare and fringe benefit plans, employment, retention, change in control, severance agreements, and all similar practices, policies and arrangements, whether written or unwritten, that are currently effective or were in effect at any time in the previous five years, maintained by Midwest or First National or any ERISA Affiliate or to which Midwest or First National or any ERISA Affiliate makes contributions on behalf of any employee or former employee (the "Employees"), consultant or former consultant (the "Consultants") or director or former director (the "Directors") of Midwest or First National or any ERISA Affiliate under which Midwest or First National or any ERISA Affiliate has any present or future liability (the "Compensation and Benefit Plans"). Neither Midwest nor First National nor any ERISA Affiliate has any commitment to create any additional Compensation and Benefit Plan or to modify or change any existing Compensation and Benefit Plan. No Compensation and Benefit Plan holds any Midwest Common Shares.

(ii) Each Compensation and Benefit Plan has been operated and administered in all material respects in accordance with its terms and with applicable law, including, but not limited to, ERISA, the Code, the Securities Act, the Exchange Act, the Age Discrimination in Employment Act, or any regulations or rules promulgated thereunder, and all filings, disclosures and notices required by ERISA, the Code, the Securities Act, the Exchange Act, the Age Discrimination in Employment Act and any other applicable law have been timely made. Each Compensation and Benefit Plan which is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA (a "Pension Plan") and which is intended to be qualified under Section 401(a) of the Code has either received a favorable determination letter from the Internal Revenue Service ("IRS"), and no circumstances exist which are likely to result in revocation of any such favorable determination letter; or has been adopted on a prototype plan which has received a current opinion letter from the national office of the IRS. There is no pending or, to the Knowledge of Midwest, threatened legal action, suit or claim relating to the Compensation and Benefit Plans, other than routine claims for benefits payable under the Compensation and Benefit Plans. Neither Midwest nor First National nor any ERISA Affiliate has engaged in a transaction, or omitted to take any action, with respect to any Compensation and Benefit Plan that would reasonably be expected to subject Midwest or First National or any ERISA Affiliate to a tax or penalty imposed by either Section 4975 of the Code or Section 502 of ERISA. To the Knowledge of Midwest, with the exception of changes imposed by the Affordable Care Act and other changes to federal law generally applicable to group health plans, no event has occurred or circumstance exists that could result in a material increase in premium cost of a Compensation and Benefit Plan that is insured, or a material increase in benefit cost of such Compensation and

Benefit Plans that are self-insured.

(iii) Except as Previously Disclosed, none of the Compensation and Benefit Plans is subject to Title IV of ERISA. No liability under Title IV of ERISA (other than the payment of premiums to the PBGC, to the extent required by Title IV of ERISA) has been or is expected to be incurred by Midwest or any of its Subsidiaries with respect to any terminated "single-employer plan", within the meaning of Section 4001(a)(15) of ERISA, formerly maintained by any of them, or any single-employer plan of any entity (an "ERISA Affiliate") which is considered one employer with Midwest under Section 4001(a)(14) of ERISA or Section 414(b) or (c) of the Code (an "ERISA Affiliate Plan"). None of Midwest, First National or any ERISA Affiliate has contributed, or has been obligated to contribute, to a multiemployer plan under Subtitle E of Title IV of ERISA at any time since September 26, 1980. No notice of a "reportable event", within the meaning of Section 4043 of ERISA, has been required to be filed for any Compensation and Benefit Plan or by any ERISA Affiliate Plan. To the Knowledge of Midwest, there is no pending investigation or enforcement action by the U.S. Department of Labor or the IRS or any other governmental agency with respect to any Compensation and Benefit Plan.

(iv) All contributions required to be made under the terms of any Compensation and Benefit Plan or ERISA Affiliate Plan or any employee benefit arrangements under any collective bargaining agreement to which Midwest or First National was or is a party have been timely made or have been reflected on Midwest's financial statements.

(v) Except as otherwise provided under Section 6.10(d), neither Midwest nor First National has any obligations to provide retiree health and life insurance or other retiree death benefits under any Compensation and Benefit Plan, other than benefits mandated by Section 4980B of the Code (or similar state laws requiring continuation health coverage or conversion privileges), and each such Compensation and Benefit Plan may be amended or terminated without incurring liability thereunder. There has been no communication to Employees by Midwest or First National that would reasonably be expected to promise or guarantee such Employees retiree health or life insurance or other retiree death benefits on a permanent basis.

(vi) Midwest and First National do not maintain any Compensation and Benefit Plans covering leased or foreign (i.e., non-United States) Employees, independent contractors or non-employees.

(vii) With respect to each Compensation and Benefit Plan, if applicable, Midwest has provided or made available to PEBO, true and complete copies of existing: (A) Compensation and Benefit Plan documents and amendments thereto, including a written description of any Compensation and Benefit Plan or any other employee benefit obligation that is not otherwise in writing, and all board actions approving the same; (B) trust instruments and insurance contracts, including renewal notices; (C) the three most recent Forms 5500 filed with the IRS (including all schedules thereto and the opinions of independent accountants); (D) the most recent actuarial report and financial statement; (E) the most recent summary plan description or wrap document and summaries of material modifications; (F) notices or forms filed with the PBGC (other than for premium payments); (G) the most recent determination letter issued by the IRS; (H) any Form 5310 or Form 5330 filed with the IRS; (I) the most recent nondiscrimination tests performed under ERISA and the Code (including 401(k) and 401(m) tests); and (J) all contracts with third party administrators, actuaries, investment managers, compensation consultants and other independent contractors that relate to a Compensation and Benefit Plan.

(viii) The consummation of the transactions contemplated by this Agreement would not, directly or indirectly (including, without limitation, as a result of any termination of employment prior to or following the Effective Time) reasonably be expected to (A) entitle any Employee, Consultant or Director to any payment (including severance pay or similar compensation) or any increase in compensation, (B) result in the vesting or acceleration of any benefits under any Compensation and Benefit Plan or (C) result in any material increase in benefits payable under any Compensation and Benefit Plan.

(ix) Neither Midwest nor First National maintains any compensation plans, programs or arrangements the payments under which would not reasonably be expected to be deductible as a result of the limitations under Section 162(m) of the Code and the Treasury regulations issued thereunder.

(x) As a result, directly or indirectly, of the transactions contemplated by this Agreement (including, without limitation, as a result of any termination of employment prior to or following the Effective Time), none of PEBO, Midwest or the Surviving Corporation, or any of their respective Subsidiaries will be obligated to make a payment that would be characterized as an "excess parachute payment" to an individual who is a "disqualified individual" (as such terms are defined in Section 280G of the Code and applicable regulations thereunder) of Midwest on a consolidated basis or which would violate 12 U.S.C. Section 1828(k) or regulations thereunder.

(n) Labor Matters. Neither Midwest nor any of its Subsidiaries is a party to or is bound by any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor is Midwest or any of its Subsidiaries the subject of a proceeding asserting that it or any such Subsidiary has committed an unfair labor practice (within the meaning of the National Labor Relations Act) or seeking to compel Midwest or any such Subsidiary to bargain with any labor organization as to wages or conditions of employment, nor is there any strike or other labor dispute involving it or any of its Subsidiaries pending or, to Midwest's Knowledge, threatened, nor is Midwest aware of any activity involving its or any of its Subsidiaries' employees seeking to certify a collective bargaining unit or engaging in other organizational activity. Midwest and its Subsidiaries are in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours.

(o) Takeover Laws. Midwest has taken all action required to be taken by Midwest in order to exempt this Agreement, the Voting Agreement and the transactions contemplated hereby and thereby from, and this Agreement, the Voting Agreement and the transactions contemplated hereby and thereby are exempt from, (i) the requirements of any "moratorium," "control share," "fair price," "affiliate transaction," "business combination" or other antitakeover laws and regulations of the State of Ohio ("Takeover Laws"); and (ii) any applicable provisions of the Midwest Articles, the Midwest Regulations and/or the governing documents of First National.

(p) Environmental Matters. Neither the conduct nor the operation of Midwest or First National nor any condition of any property presently or, to Midwest's Knowledge, previously owned, leased or operated by any of them (including, without limitation, in a fiduciary or agency capacity), or on which any of them holds a Lien, violates or violated Environmental Laws and to Midwest's Knowledge, no condition exists or has existed or event has occurred with respect to any of them or any such property that is reasonably likely to result in liability under Environmental Laws. Neither Midwest nor First National has received any notice from any Person that Midwest or First National or the operation or condition of any property ever owned, leased, operated, or held as collateral or in a fiduciary capacity by any of them are or were in violation of or otherwise are alleged to have liability under any Environmental Law, including, but not limited to, responsibility (or potential responsibility) for the cleanup or other remediation of any Hazardous Materials at, on, beneath, or originating from any such property.

(q) Tax Matters.

(i)(A) All Tax Returns that were or are required to be filed by or with respect to Midwest and First National have been duly and timely filed, or an appropriate extension has been granted, and all such Tax Returns are true, correct and complete in all material respects, (B) all material Taxes due (whether or not required to be shown to be due on the Tax Returns referred to in clause (i)(A)) have been paid in full, and (C) no unexpired waivers of statutes of limitation have been given by or requested with respect to any Taxes of Midwest or First National. Midwest has made available to PEBO true and correct copies of the United States federal income Tax Returns filed by Midwest and First National for each of the three most recent fiscal years. Neither Midwest nor First National has any material liability with respect to any Taxes in excess of the amounts accrued with respect thereto that are reflected in Midwest's Financial Statements or that have arisen in the ordinary and usual course of business since September 30, 2013. The accruals and reserves for Taxes reflected in Midwest's Financial Statements are adequate for the periods covered. There are no Liens for Taxes upon the assets of Midwest or any of its Subsidiaries other than Liens for current Taxes not yet due and payable.

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(ii) No Tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transactions contemplated by this Agreement.
(iii) Midwest and First National have withheld or collected and paid over to the appropriate Governmental Authorities, or are properly holding for such payment, all Taxes required by law to be withheld or collected.
(iv) No claim has been made within the last seven years by any Governmental Authority in a jurisdiction where Midwest or First National do not file Tax Returns that Midwest or First National is or may be subject to taxation by that jurisdiction nor is there any factual basis for any such claim.
(v) Neither Midwest nor First National has applied for any ruling from any Governmental Authority with respect to Taxes nor entered into a closing agreement (or similar arrangement) with any Governmental Authority.
(vi) Neither Midwest nor First National has been audited by any Governmental Authority for taxable years ending on or subsequent to December 31, 2007. No Tax audit or administrative or judicial Tax proceedings of any Governmental Authority are pending or being conducted with respect to Midwest or First National and, to the Knowledge of Midwest, no such audit or other proceeding has been threatened. No Governmental Authority has asserted, is now asserting, or, to the Knowledge of Midwest, is threatening to assert against Midwest or First National any deficiency or claim for additional Taxes.
(vii) Neither Midwest nor First National (A) is a party to any Tax allocation or sharing agreement other than between Midwest and First National, (B) has ever been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code, other than an affiliated group of which Midwest is or was the common parent corporation (the "Midwest Group"), or (C) has any liability for the Taxes of any person (other than members of the Midwest Group) as a transferee or successor, by contract, or otherwise.
(viii) Except as Previously Disclosed, neither Midwest nor First National has agreed to any extension of time with respect to any Tax Return or a Tax assessment or deficiency, and no such extension of time has been requested.
(ix) Neither Midwest nor First National has agreed, nor is it required, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise that will affect its liability for Taxes.
(x) There are no joint ventures, partnerships, limited liability companies, or other arrangements or contracts to which Midwest or First National is a party that could be treated as a partnership for Tax purposes.
(xi) Neither Midwest nor First National is a party to any agreement, contract, arrangement or plan that has resulted, or could result, individually or in the aggregate, in the payment of "excess parachute payments" within the meaning of Section 280G of the Code.
(xii) None of the assets of the Bank are "tax exempt use property" or "tax exempt bond financed property" within the meaning of Section 168 of the Code and the Bank is not a party to a "long-term contract" within the meaning of Section 460 of the Code.

(r) Risk Management Instruments. Neither Midwest nor First National is a party to or otherwise bound by any interest rate swaps, caps, floors, option agreements, futures or forward contracts or other similar risk management arrangements.

(s) Books and Records. The books of account, minute books, stock record books, and other records of Midwest and First National, all of which have been made available to PEBO, are complete and correct in all material respects and have been maintained in accordance with commercially reasonable business practices and, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of Midwest and First National, including the maintenance of an adequate system of internal controls that in the opinion of Management of Midwest is sufficient to provide reasonable assurances that transactions are executed in accordance with management's authorization, that transactions are recorded as necessary, that access to assets is permitted only in accordance with management's authorization, and that the recorded accountability for assets is compared at reasonable intervals and appropriate action is taken with respect to any differences. The minute books of Midwest and First National contain accurate and complete records of all meetings held of, and corporate action taken by, the shareholders, the Midwest Board and board of directors of First National, and committees of the Midwest Board and board of directors of First National, and no meeting of any such shareholders, Midwest Board and board of directors of First National, or committee has been held for which minutes have been prepared and are not contained in such minute books.

(t) Insurance. Midwest's Disclosure Schedule sets forth a schedule of all of the insurance policies, binders, or bonds maintained by Midwest or First National. In the opinion of Midwest's Management, Midwest and First National are insured with reputable insurers against such risks and in such amounts as is prudent in accordance with safe and sound industry practices. All such insurance policies are in full force and effect; Midwest and First National are not in material default thereunder; and all claims thereunder have been filed in due and timely fashion.

(u) Title to Real Property and Assets. Section 5.03(u) of Midwest's Disclosure Schedule lists and describes all real property, and any leasehold interest in real property, owned or held by Midwest or First National. Midwest and First National have good and marketable title, free and clear of all Liens, to all of the properties and assets, real and personal, reflected on the Midwest's Financial Statements as being owned by Midwest as of September 30, 2013, or acquired after such date, except (i) statutory Liens for amounts not yet due and payable, (ii) pledges to secure deposits and other Liens incurred in the ordinary course of banking business, (iii) with respect to real property, such imperfections of title, easements, encumbrances, liens, charges, defaults or equitable interests, if any, as do not affect the use of properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties, and (iv) dispositions and encumbrances in the ordinary course of business. Except as Previously Disclosed, neither Midwest nor First National is a lessee with respect to any real property. All leases pursuant to which Midwest or First National, as lessee, leases personal property (except for leases that have expired by their terms or that Midwest or First National has agreed to terminate since the date hereof) are valid without default thereunder by the lessee or the lessor.

(v) Loans; Certain Transactions. Each loan reflected as an asset in the Midwest's Financial Statements as of September 30, 2013, and each balance sheet date subsequent thereto (i) is evidenced by notes, agreements or other evidences of indebtedness which are true, genuine and what they purport to be, (ii) to the extent secured, has been secured by valid and enforceable Liens which have been perfected in accordance with applicable law, and (iii) is the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms. No obligor under any of such loans has asserted any claim or defense with respect to the subject matter thereof. All loans and extensions of credit that have been made by First National and that are subject to 12 C.F.R. Part 31 and 12 C.F.R. Part 215, comply therewith.

(w) Allowance for Loan Losses. There is no loan which was made by First National and which is reflected as an asset of Midwest or First National on Midwest's Financial Statements that (i) is 90 days or more delinquent, (ii) has been classified by examiners (regulatory or internal) or by management of Midwest or First National as "substandard," "doubtful," "loss" or "special mention," or (iii) has been identified by accountants or auditors (regulatory or internal) as having a significant risk of uncollectability. The allowance for loan losses reflected on Midwest's Financial Statements was, as of each respective date, determined in accordance with generally accepted accounting principles consistently applied and in accordance with all rules and regulations applicable to Midwest and First National and was, as of the

respective date thereof, in the reasonable opinion of Midwest's and First National's Management adequate in all material respects under the requirements of generally accepted accounting principles and applicable regulatory requirements and guidelines to provide for reasonably anticipated losses on outstanding loans, net of recoveries.

(x) Repurchase Agreements. With respect to all agreements pursuant to which Midwest or First National has purchased securities subject to an agreement to resell, if any, Midwest or First National, as the case may be, has a valid, perfected first Lien in or evidence of ownership in book entry form of the government securities or other collateral securing the repurchase agreement, and the value of such collateral equals or exceeds the amount of the debt secured thereby.

(y) Investment Portfolio. All investment securities held by Midwest or First National, as reflected in the Midwest's Financial Statements, are carried in accordance with generally accepted accounting principles and in a manner materially consistent with the applicable guidelines issued by the Regulatory Authorities. Midwest or First National, as applicable, have good, valid and marketable title to all securities held by them, respectively, except securities held in any fiduciary or agency capacity, free and clear of any Lien, except as set forth in the Midwest's Financial Statements and except to the extent any such securities are pledged in the ordinary course of business consistent with prudent banking practices to secure obligations of the Midwest or First National.

(z) Deposit Insurance. The deposit accounts of First National are insured by the FDIC to the fullest extent permitted by and in accordance with the FDIA, and First National has timely paid all assessments and filed all reports required by the FDIA. All interest has been properly accrued on the deposit accounts of First National, and First National's records accurately reflect such accrual of interest. Except as Previously Disclosed, the deposit accounts of First National have been originated and administered in accordance with the terms of the respective governing documents. Neither Midwest nor First National has received written notice of any loss or potential loss of any material business or customers related to the deposit accounts of First National.

(aa) Bank Secrecy Act, Anti-Money Laundering and OFAC and Customer Information. Midwest is not aware of, has not been advised in writing of, and has no reason to believe that any facts or circumstances exist, which would cause Midwest or First National to be deemed (i) to be operating in violation of the Bank Secrecy Act, the Patriot Act, any order issued with respect to anti-money laundering by the Treasury's Office of Foreign Assets Control, or any other applicable anti-money laundering law; or (ii) not to be in satisfactory compliance in any material respect with the applicable privacy and customer information requirements contained in any federal and state privacy laws, including without limitation, in Title V of the Gramm-Leach-Bliley Act. Midwest is not aware of any facts or circumstances that would cause Midwest to believe that any non-public customer information has been disclosed to or accessed by an unauthorized third party in a manner that would cause Midwest or First National to undertake any material remedial action. The board of directors of First National has adopted and implemented an anti-money laundering program that, in its reasonable opinion, contains adequate and appropriate customer identification verification procedures that comply with the Patriot Act and such anti-money laundering program meets the requirements of the Patriot Act and the regulations thereunder, and First National has complied in all material respects with any requirements to file reports and other necessary documents as required by the Patriot Act and the regulations thereunder.

(bb) CRA Compliance. Neither Midwest nor First National has received any notice of non-compliance with the applicable provisions of the Community Reinvestment Act and the regulations promulgated thereunder, and First National has received a CRA rating of satisfactory or better as a result of its most recent CRA examination. Neither Midwest nor First National has Knowledge of any fact or circumstance or set of facts or circumstances which could cause Midwest or First National to receive notice of non-compliance with such provisions or cause the CRA rating of First National to fall below satisfactory.

(cc) Related Party Transactions. Except as Previously Disclosed, neither Midwest nor First National has entered into any transactions with any Affiliate of Midwest or First National or any Affiliate of any director or officer of Midwest or First National (collectively, the "Related Parties"). None of the Related Parties presently (i) owns, directly or indirectly, any interest in (excepting not more than 5% stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a competitor, lessor, lessee, customer, distributor, sales agent, or supplier of Midwest or First National; (ii) to Midwest's Knowledge owns, directly or indirectly, in whole or in part, any tangible or intangible property that Midwest or First National uses or the use of which is necessary for conduct of their business; (iii) has brought any action against, or owes any amount to, Midwest or First National; or (iv) on behalf of Midwest or First National, has

made any payment or commitment to pay any commission, fee or other amount to, or purchase or obtain or otherwise contract to purchase or obtain any goods or services from, any other Person of which any officer or director of Midwest or First National, is a partner or stockholder (excepting stock holdings solely for investment purposes in securities of publicly held and traded companies). Section 5.03(cc) of Midwest's Disclosure Schedule contains a complete list of all contracts between Midwest, First National and any Related Party (collectively, the "Related Party Agreements") entered into on or prior to the date of this Agreement or contemplated under this Agreement to be entered into before Closing (other than those contracts entered into after the date of this Agreement for which PEBO has given its prior written consent). The Bank is not party to any transaction with any Related Party on other than arm's-length terms.

(dd) Prohibited Payments. Midwest and First National have not, directly or indirectly: (i) made or agreed to make any contribution, payment or gift to any government official, employee or agent where either the contribution, payment or gift or the purpose thereof was illegal under the laws of any federal, state, local or foreign jurisdiction; (ii) established or maintained any unrecorded fund or asset for any purpose or made any false entries on the books and records of Midwest or First National for any reason; (iii) made or agreed to make any contribution, or reimbursed any political gift or contribution made by any other Person, to any candidate for federal, state, local or foreign public office; or (iv) paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent, government official or other party, in the United States or any other country, which in any manner relates to the assets, business or operations of Midwest or First National, which Midwest or First National knows or has reason to believe have been illegal under any federal, state or local laws of the United States or any other country having jurisdiction.

(ee) Fairness Opinion. The Midwest Board has received the written opinion of Austin Associates, LLC, to the effect that, as of the date hereof, the Merger Consideration to be received by the Midwest shareholders in the Merger is fair to the holders of Midwest Common Shares from a financial point of view.

(ff) Absence of Undisclosed Liabilities. Neither Midwest nor First National has any liability (whether accrued, absolute, contingent or otherwise) that, either individually or when combined with all liabilities as to similar matters, would have a Material Adverse Effect on Midwest on a consolidated basis, except as disclosed in the Midwest Financial Statements.

(gg) Material Adverse Effect. Midwest has not, on a consolidated basis, suffered a change in its business, financial condition or results of operations since September 30, 2013, that has had or could reasonably be expected to have a Material Adverse Effect on Midwest or First National.

(hh) Disclosure. The representations and warranties contained in this Section 5.03 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 5.03 not misleading.

5.04 Representations and Warranties of PEBO. Subject to Sections 5.01 and 5.02 and except as Previously Disclosed in a Section of its Disclosure Schedule corresponding to the relevant Section below, PEBO hereby represents and warrants to Midwest that the following are true and correct:

(a) Organization, Standing and Authority.

(i) PEBO is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio. PEBO is duly qualified to do business and is in good standing any foreign jurisdictions where its ownership or leasing of property or assets or the conduct of its business requires it to be so qualified. PEBO is registered as a financial holding company under the BHCA.

(ii) Peoples Bank is a national banking association duly organized and validly existing under the laws of the United States, and has all the requisite power and is duly qualified to do business and is in good standing in any foreign jurisdictions where its ownership or leasing of property or assets or the conduct of its business requires it to be so qualified.

(b) Capital Structure of PEBO. As of December 31, 2013, the authorized capital stock of PEBO consists of 24,000,000 PEBO Common Shares, of which 10,605,952 shares are outstanding and 50,000 shares of preferred stock, without par value, none of which are outstanding. The outstanding PEBO Common Shares have been duly authorized, are validly issued and outstanding, fully paid and nonassessable, and were not issued in violation of any preemptive rights. As of the date hereof, PEBO has reserved the following number of PEBO Common Shares for issuance (i) 1,081,260 for the PEBO Equity Plan, (ii) 500,000 for its dividend reinvestment plan, and (iii) 240,298 the PEBO Board Deferred Compensation Plan. As of December 31, 2013, 600,794 PEBO Common Shares are held in treasury by PEBO.

(c) Subsidiaries.

(i)(A) Section 5.04(c) of PEBO's Disclosure Schedule contains list of PEBO's Subsidiaries, (B) PEBO owns all of the issued and outstanding equity securities of its Subsidiaries, (C) no equity securities of its Subsidiaries are or may become required to be issued (other than to PEBO) by reason of any Right or otherwise, (D) there are no contracts, commitments, understandings or arrangements by which any Subsidiaries is or may be bound to sell or otherwise transfer any equity securities of such Subsidiaries (other than to PEBO), (E) there are no contracts, commitments, understandings, or arrangements relating to PEBO's rights to vote or to dispose of such securities and (F) all of the equity securities of the Subsidiaries held by PEBO are fully paid and nonassessable and are owned by PEBO free and clear of any Liens.

(ii) Except as Previously Disclosed, PEBO does not own beneficially, directly or indirectly, any equity securities or similar interests of any Person, or any interest in a partnership or joint venture of any kind, other than the Subsidiaries.

(d) Ownership of Midwest Common Shares. As of the date of this Agreement, PEBO and its Subsidiaries do not beneficially own any of the outstanding Midwest Common Shares.

(e) Corporate Power. Each of PEBO and its Subsidiaries has full corporate power and authority to carry on its business as it is now being conducted and to own all its properties and assets. Subject to the approval of this Agreement and the Merger by applicable Regulatory Authorities, PEBO has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and the Voting Agreement and to consummate the transactions contemplated hereby and thereby.

(f) Corporate Authority; Authorized and Effective Agreement. This Agreement and the transactions contemplated hereby, including the Merger, have been authorized by all necessary corporate action of PEBO and the PEBO Board prior to the date hereof. The Agreement to Merge, when executed by Peoples Bank, shall have been approved by the board of directors of Peoples Bank and by PEBO, as the sole shareholder of Peoples Bank. This Agreement is a valid and legally binding agreement of PEBO, enforceable against PEBO in accordance with its terms, except as enforcement may be limited by receivership, conservatorship and supervisory powers of bank regulatory agencies generally, as well as
bankruptcy, insolvency, reorganization, moratorium or other laws of general applicability relating to or affecting creditors' rights, or the limiting effect of rules of law governing specific performance, equitable relief and other equitable remedies or the waiver of rights or remedies.

(g) Financial Statements; Material Adverse Effect; Internal Controls.

(i) The financial statements of PEBO and its Subsidiaries included (or incorporated by reference) in PEBO's SEC filings (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of PEBO and its Subsidiaries; (ii) fairly present in all material respects the consolidated results of operations, cash flows, changes in shareholders' equity and consolidated financial position of PEBO and its Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to recurring year-end audit adjustments normal in nature and amount); (iii) complied as to form, as of their respective dates of filing with the SEC, in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto; and (iv) have been prepared in accordance

with generally accepted accounting principles, consistently applied during the periods involved, except, in each case, as indicated in

such statements or in the notes thereto. As of the date hereof, the books and records of PEBO and its Subsidiaries have been maintained in all material respects in accordance with generally accepted accounting principles and any other applicable legal and accounting requirements and reflect only actual transactions. As of the date hereof, Ernst & Young LLP has not resigned (or informed PEBO that indicated it intends to resign) or been dismissed as independent public accountants of PEBO as a result of or in connection with any disagreements with PEBO on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(ii) Neither PEBO nor any of its Subsidiaries has incurred any material liability or obligation of any nature whatsoever, except for (A) those liabilities that are reflected or reserved against on the consolidated balance sheet of PEBO included in its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2013 (including any notes thereto), (B) liabilities incurred in the ordinary course of business consistent in nature and amount with past practice since September 30, 2013 or (C) in connection with this Agreement and the transactions contemplated hereby.

(h) Regulatory Matters.

(i) Neither PEBO nor any PEBO Subsidiary nor any of their respective properties is a party to or is subject to a Regulatory Order from any Regulatory Authority.

(ii) Neither PEBO nor any PEBO Subsidiary has been advised by any Regulatory Authority that such Regulatory Authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any such order,

decree, formal or informal agreement, memorandum of understanding, commitment letter, board resolution, supervisory letter or similar submission.

(i) Litigation. Except as has not had and would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on PEBO, no litigation, claim or other proceeding before any court or governmental agency is pending against PEBO or Peoples Bank, to PEBO's Knowledge, no such litigation, claim or other proceeding has been threatened, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against PEBO.

(j) Compliance with Laws. PEBO and each of its Subsidiaries have all licenses, franchises, permits and authorizations which are necessary for the lawful conduct of their respective businesses and ownership of their respective properties, rights and assets under and pursuant to applicable law, except where the failure to hold such license, franchise, permit or authorization or to pay such fees or assessments has not had and would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on PEBO and, to the knowledge of PEBO, no suspension or cancellation of any such necessary license, franchise, permit or authorization has, prior to the date hereof, been threatened in writing. PEBO and each of its Subsidiaries have complied in all material respects with, and are not in default or violation in any material respect of, any applicable law relating to PEBO or any of its Subsidiaries.

(k) Deposit Insurance. The deposit accounts of Peoples Bank are insured by the FDIC to the fullest extent permitted by and in accordance with the FDIA, and Peoples Bank has timely paid all assessments and filed all reports required by the FDIA. All interest has been properly accrued on the deposit accounts of Peoples Bank, and Peoples Bank's records accurately reflect such accrual of interest. Except as Previously Disclosed, the deposit accounts of Peoples Bank have been originated and administered in accordance with the terms of the respective governing documents. Neither PEBO nor Peoples Bank has received written notice of any loss or potential loss of any material business or customers related to the deposit accounts of Peoples Bank.

(l) SEC Reports.

(i) PEBO has timely filed all reports, registration statements, proxy statements and other materials, together with any amendments required to be made with respect thereto, that they were required to file with the SEC, and all such reports, registration statements, proxy statements, other materials and amendments have complied in all material respects with all legal requirements relating thereto, and have paid all fees and assessments due and payable in connection therewith.

(ii) An accurate and complete copy of each final registration statement, prospectus, report, schedule and definitive proxy statement filed with or furnished to the SEC by PEBO pursuant to the Securities Act or the Exchange Act prior to the date of this Agreement (the "SEC Reports") is publicly available. No such SEC Report, at the time filed, furnished or communicated (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings,

respectively), and considering all amendments to any SEC Report filed prior to the date hereof, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading, except that information filed as of a later date (but before the date of this Agreement) shall be deemed to modify information as of an earlier date. As of their respective dates, all SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto.

(m) Absence of Undisclosed Liabilities. Neither PEBO nor its Subsidiaries has any liability (whether accrued, absolute, contingent or otherwise) that, either individually or when combined with all liabilities as to similar matters, would have a Material Adverse Effect on PEBO on a consolidated basis, except as disclosed in the SEC Reports.

(n) Regulatory Approvals; No Defaults.

(i) No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by PEBO or any of its Subsidiaries in connection with the execution, delivery or performance by PEBO of this Agreement or to consummate the Merger except for (A) the filing of applications, notices, and the Agreement to Merge, as applicable, with the federal banking authorities to approve the transactions contemplated by this Agreement; (B) the filings of the certificate of merger with the OSS pursuant to the OGCL; and (C) receipt of the approvals set forth in Section 7.01(b). As of the date hereof, PEBO is not aware of any reason why the approvals set forth in Section 7.01(b) will not be received without the imposition of a condition, restriction or requirement of the type described in Section 7.01(b).

(ii) Subject to the approvals set forth in Section 7.01(b), the expiration of related regulatory waiting periods, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not (A) result in a breach or violation of, or a default under, or give rise to any Lien, any acceleration of remedies or any right of termination under, any law, rule or regulation or any judgment, decree, order, governmental permit or license, or agreement, indenture or instrument of PEBO or of any of its Subsidiaries or to which PEBO or any of its Subsidiaries or properties is subject or bound, (B) constitute a breach or violation of, or a default under, the PEBO Articles or PEBO Regulations, or (C) require any consent or approval under any such law, rule, regulation, judgment, decree, order, governmental permit or license, agreement, indenture or instrument.

(o) Brokerage and Finder's Fees. Neither PEBO nor its Subsidiaries has engaged or employed any broker, finder, or agent, or agreed to pay or incurred any brokerage fee, finder's fee, commission or other similar form of compensation (including any break-up or termination fee) in connection with this Agreement or the transactions contemplated hereby.

(p) Disclosure. The representations and warranties contained in this Section 5.04 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 5.04 not misleading.

ARTICLE VI

Covenants

6.01 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, each of Midwest and PEBO shall use its reasonable best efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, so as to permit consummation of the Merger as promptly as practicable and otherwise to enable consummation of the transactions contemplated hereby and shall cooperate fully with the other party hereto to that end.

6.02 Shareholder Approval. Midwest, in consultation with PEBO, shall take, in accordance with applicable law and the Midwest Articles and the Midwest Regulations, all actions necessary to convene an appropriate meeting of its shareholders as soon as practicable after the Registration Statement relating to this transaction has been declared effective by the SEC and under all applicable state securities laws, to consider and vote upon the adoption of this Agreement and any other matters required to be approved or adopted by the Midwest shareholders for consummation of the Parent Merger (including any adjournment or postponement, the "Midwest Meeting"), as promptly as practicable after the date hereof. The Midwest Board shall inform the shareholders of Midwest in the Proxy Statement/Prospectus that all directors executed the Voting Agreement, substantially in the form attached to this Agreement as Exhibit A, evidencing their intent to vote all shares of Midwest which they own of record in favor of approving this Agreement and any other necessary documents or actions. All directors will, in accordance with the Voting Agreement, recommend approval of this Agreement to the other shareholders of Midwest, subject only to such director's fiduciary obligations, and will use their best efforts to obtain the necessary approvals by the shareholders of this Agreement and the transactions contemplated hereby.

6.03 Registration Statement; Proxy Statement/Prospectus.

(a) PEBO will prepare and file a Registration Statement with the SEC to register a sufficient number of shares of PEBO Common Shares which the shareholders of Midwest will receive pursuant to Section 3.01 at the Effective Time. PEBO will use its best efforts to cause such Registration Statement to become effective. PEBO and Midwest agree that none of the information supplied or to be supplied by each of them for inclusion or incorporation by reference in (i) the Registration Statement, including the proxy statement and prospectus (the "Proxy Statement/Prospectus") constituting a part thereof, will, at the time the Registration Statement becomes effective under the Securities Act, or (ii) the Proxy Statement/Prospectus and any amendment or supplement thereto will, at the date of mailing to shareholders and at the times of the meeting of shareholders of Midwest to be held in connection with the Merger, in either case contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) PEBO and Midwest each agree to use its commercially reasonable efforts and to cooperate with the other party in all reasonable respects to prepare the Proxy Statement/Prospectus for filing with the SEC and, when the Registration Statement is effective, for delivery to Midwest shareholders.

(c) If either party becomes aware prior to the Effective Time of any information that would cause any of the statements in the Proxy Statement/Prospectus to be false or misleading with respect to any material fact, or to omit to state any material fact necessary to make the statements therein not false or misleading, that party shall promptly inform the other thereof and take the necessary steps to correct the Proxy Statement/Prospectus.

6.04 Press Releases. Upon the execution of this Agreement, PEBO and Midwest shall issue a joint press release regarding this Agreement and the transactions contemplated hereby, which joint press release shall be subject to the prior approval of PEBO and Midwest. Neither Midwest nor PEBO will, without the prior approval of the other party, issue any other press release or written statement for general circulation relating to the transactions contemplated hereby, except as otherwise may be required to be made by applicable law or regulation before such consent can be obtained.

6.05 Access; Information.

(a) Midwest shall afford, upon reasonable notice and subject to applicable laws relating to the exchange of information, PEBO and its Representatives, such access during normal business hours throughout the period prior to the Effective Time to the books, records (including, without limitation, Tax Returns and work papers of independent auditors), properties and personnel and such other information as PEBO may reasonably request and, during such period, (i) shall furnish promptly to PEBO a copy of each material report, schedule and other document filed by it or First National pursuant to federal or state securities or banking laws, to the extent permitted by applicable law and regulations; and (ii) shall grant access to all other information concerning the business, properties and personnel of Midwest or First National as PEBO may reasonably request. Midwest shall invite two Representatives of PEBO selected by PEBO from time to time to attend, solely as observers, all meetings of the Midwest Board and First National board after the date of this Agreement; provided, however, that in no event shall such PEBO Representatives be invited to or permitted to attend any executive session of Midwest's or First National's board or any meeting at which Midwest reasonably determines that such attendance is inconsistent with the fiduciary obligations or confidentiality requirements of the Midwest Board or First National board, as applicable.

(b) Neither Midwest nor PEBO will, nor shall either parties' Representatives, use any information obtained pursuant to this Section 6.05 (as well as any other information obtained prior to the date hereof in connection with the entering into of this Agreement) for any purpose unrelated to the consummation of the transactions contemplated by this Agreement, and such information will be subject to the confidentiality provisions of Section 6.16.

(c) In the event that this Agreement is terminated or the transactions contemplated by this Agreement shall otherwise fail to be consummated, each party shall promptly cause all copies of documents or extracts thereof containing information and data as to another party hereto to be returned to the party which furnished the same and to certify the destruction of any electronic data. No investigation by either party of the business and affairs of the other shall affect or be deemed to modify or waive any representation, warranty, covenant or agreement in this Agreement, or the conditions to either party's obligation to consummate the transactions contemplated by this Agreement.

(d) During the period from the date of this Agreement to the Effective Time, Midwest shall deliver to PEBO (i) the audited consolidated financial statements of Midwest for the fiscal year end of December 31, 2013, (ii) monthly financial statements of Midwest and First National prepared for its internal use for each monthly period completed prior to the Effective Date, and (iii) ,the report of condition and income of First National for each quarterly period completed prior to the Effective Date as the same shall become available.

6.06 Acquisition Proposals; Break Up Fee.

(a) Midwest shall not, and shall cause First National and the officers, directors, employees, advisors and other agents of Midwest and First National not to, directly or indirectly, take any action to solicit or initiate inquiries or proposals with respect to, or engage in negotiations concerning, or provide any confidential information to, any Person, other than PEBO, relating to (i) any acquisition or purchase of all or substantially all of the assets of Midwest and/or First National or (ii) any merger, consolidation or business combination with Midwest and/or First National (hereinafter collectively referred to as an "Acquisition Proposal"); provided, however, that nothing contained in this Section shall prohibit Midwest from furnishing information to, or entering into discussion or negotiations with, any Person which makes an unsolicited Acquisition Proposal if and to the extent that (A) the Midwest Board, after consultation with and based upon the advice of legal counsel, determines in good faith that such action is required to fulfill its fiduciary duties to the shareholders of Midwest under applicable law and (B) before furnishing such information to, or entering into discussions or negotiations with, such Person, Midwest provides immediate written notice to PEBO of such action, the identity of the bidder and the substance of such Acquisition Proposal.

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(b) In the event that Midwest and/or any of its Subsidiaries executes a definitive agreement in respect of, or closes, an Acquisition Proposal, Midwest shall pay to PEBO in immediately available funds the sum of $504,350 immediately after the earlier of such execution or closing.

6.07 Takeover Laws. No party hereto shall take any action that would cause the transactions contemplated by this Agreement or the Voting Agreement to be subject to requirements imposed by the Takeover Law and each of them shall take all necessary steps within its control to exempt (or ensure the continued exemption of) this Agreement, the Voting Agreement and the transactions contemplated by this Agreement from or, if necessary, challenge the validity or applicability of, the Takeover Law, as now or hereafter in effect.

6.08 Certain Policies. Before the Effective Time, Midwest shall, upon the request of PEBO, (i) modify and change its loan, investment portfolio, asset liability management and real estate valuation policies and practices (including, but not limited to, loan classifications and levels of reserves) so that such policies and practices may be applied on a basis that is consistent with those of PEBO and (ii) evaluate the need for any reserves including, but not limited to, reserves relating to any outstanding litigation, any Tax audits or any liabilities to be incurred upon cancellation of any contracts as a result of the Merger; provided, however, that Midwest shall not be obligated to take any such action pursuant to this Section 6.08 until not more than five days prior to the establish date for the Effective Time and unless and until PEBO acknowledges that all conditions to its obligation to consummate the Merger have been satisfied (including, but not limited to, the receipt of the regulatory approvals required by Section 7.01(b)) and certifies to Midwest that PEBO's representations and warranties, subject to Section 5.02, are true and correct as of such date and that PEBO is otherwise in material compliance with this Agreement; provided further, however, that Midwest shall not be obligated to take any such action pursuant to this Section 6.08 if such action would be clearly inconsistent with generally accepted accounting principles and no such action will adversely impact the Merger Consideration to be paid hereunder. Midwest's representations, warranties and covenants contained in this Agreement shall not be deemed to be untrue or breached in any respect for any purpose as a consequence of any modifications or changes undertaken solely on account of this Section 6.08.

6.09 Regulatory Applications.

(a) PEBO and Midwest and their respective Subsidiaries shall cooperate and use their respective reasonable best efforts to allow PEBO to prepare, submit and file within not more than 30 days of the date hereof, all applications and requests for regulatory approval, to timely effect all filings and to obtain all consents, approvals and/or authorizations of all the Regulatory Authorities necessary to consummate the transactions contemplated by this Agreement except if such application and/or request is required to be filed at a later date at the request of any Regulatory Authority. In exercising the rights under this Section, each of the parties hereto agrees to act reasonably and as promptly as practicable. PEBO agrees that it will consult with Midwest with respect to the obtaining of all material consents, approvals and authorizations from the Regulatory Authorities necessary to consummate the transactions contemplated by this Agreement and to keep Midwest apprised of the status of material matters relating to obtainment of such consents, approvals and/or authorizations from the Regulatory Authorities. Midwest shall have the right to review in advance, subject to applicable laws relating to the exchange of Information, all material written information submitted to the Regulatory Authorities in connection with the transactions contemplated by this Agreement. Notwithstanding the forgoing sentence, neither Midwest nor First National shall have any right to review and/or inspect any proprietary information submitted by PEBO to any Regulatory Authority, including, but not limited to any business plan and/or financial data or analysis prepared by PEBO in relation to such consents, approvals and/or authorizations from the Regulatory Authorities.

(b) Midwest agrees, upon request, to furnish PEBO with all information concerning itself, First National, directors, officers and shareholders and such other matters as may be reasonably necessary, advisable and/or required in connection with any filing, notice or application made by or on behalf of PEBO or any of its Subsidiaries to any Regulatory Authority.

6.10 Employment Matters; Employee Benefits.

(a) General. It is understood and agreed that nothing in this Section 6.10 or elsewhere in this Agreement shall be deemed to be a contract of employment or be construed to give Midwest or First National employees any rights other than as employees at will under applicable law, and Midwest and First National employees shall not be deemed to be third-party beneficiaries of this Agreement. Employees of Midwest or First National who become employees of PEBO as a result of the Merger shall participate in either Midwest's Compensation and Benefit Plans (for so long as PEBO determines necessary or appropriate) or in the employee benefit plans sponsored by PEBO for PEBO's employees (with credit for their years of service with Midwest or First National for participation and vesting purposes under PEBO's applicable plans, to the extent such plans permit), including credit for years of service and for seniority under vacation and sick pay plans and programs, but subject to the eligibility and other terms of such plans. In addition, to the extent Midwest employees participate in PEBO's group health plan (instead of continued participation in Midwest's group health plan), PEBO agrees to waive any waiting periods or minimum service requirements for eligibility, as well as all restrictions and limitations for pre-existing conditions under PEBO's group health plan and applicable insurance policy to the extent that PEBO's group health plan and insurance policy permit such waiver.

(b) Employee Severance. Subject to any applicable regulatory restrictions:

(i) PEBO shall pay to each employee of Midwest or First National who (A) is not subject to an existing contract providing for severance and/or a change in control payment, (B) is an employee of Midwest or First National immediately before the Effective Time, (C) has been an employee of Midwest or First National for at least six months prior to the Effective Time, and (D) is not offered continued employment by PEBO or any of its Subsidiaries after the Effective Time, or is offered employment outside of Jackson County, Ohio, or at a salary less than his or her current salary, or is involuntarily terminated by PEBO without cause during the first six months after the Effective Time, a severance amount equal to two weeks' base pay multiplied by the number of whole years of service of such employee with Midwest or First National, less applicable local, state and federal tax withholding; provided, however, that the minimum severance payment shall equal four weeks of base pay, and the maximum severance payment shall not exceed 26 weeks of base pay. Such severance pay shall be paid in a lump sum within 14 days following termination, provided that such employee has not been terminated for cause.

(ii) For any employee of Midwest or First National participating in Midwest or First National's group health program at the Effective Time who is entitled to a severance payment, the employee will be able to purchase health insurance coverage for the employee and for any spouse or other dependent covered by Midwest or First National's group health program at the Effective Time, at the full premium rate for the entire COBRA period.

(iii) In exchange for the severance pay described in this Subsection (i), terminated employees will be required to execute a final and binding general release in which the employee releases and waives any and all claims the employee may have against PEBO and Affiliates.

(iv) Employees of First National shall be entitled to paid time off equal to those which they currently receive with First National or that they would receive under PEBO's policies, whichever is greater.

(c) Midwest 401(k) Plan. Prior to the Effective Date, but after the receipt of the last to be obtained of either the Midwest Shareholder Adoption and the regulatory approvals required by Section 7.01(b) of this Agreement, the Midwest Board shall adopt a resolution approving the termination of its and/or First National's 401(k) Plan (the "Midwest 401(k) Plan") effective as of a date immediately preceding the Effective Date, conditioned upon the closing of the transactions contemplated by this Agreement. In addition, the Midwest Board shall approve the adoption of any amendments to the Midwest 401(k) Plan sufficient to terminate the Midwest 401(k) Plan immediately preceding the Effective Date and to provide for distributions in cash. Following the Effective Date, PEBO, as the successor in interest to Midwest, shall begin the process of requesting from the IRS a determination that the termination of the Midwest 401(k) Plan is in compliance with Section 401(a) of the Code (the "Determination Letter") and distributing benefits under the Midwest 401(k) Plan to plan participants. PEBO agrees to take all commercially reasonable steps necessary or appropriate to accept roll-overs of benefits from the Midwest 401(k) Plan to the PEBO 401(k) plan for employees of Midwest and First National who continue as employees of PEBO and its Subsidiaries after the Effective Time, subject to the provisions of the PEBO 401(k) Plan.

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(d) Continuation Coverage. For a period of one-year from the Effective Date, PEBO shall pay the monthly premiums due to maintain the health coverage that the Chairman of the Board of Midwest (the "Chairman"), and his dependents are currently receiving under the First National's group health plan, for medical continuation coverage required pursuant to applicable law. Following the expiration of this one-year period, the Chairman shall, at his own expense, have the right to obtain further medical continuation coverage to the extent such continuation coverage is available under the terms of such group health plan and applicable law. In the event the Chairman is unable to obtain such medical continuation coverage under the First National's group health plan pursuant to applicable law, PEBO shall, for a period of one-year from the Effective Date, provide the Chairman payment of the monthly premium to obtain such comparable medical coverage, as currently provided under First National's group health plan immediately prior to the Effective Date, under the federal insurance exchange established under the Affordable Care Act.

6.11 Notification of Certain Matters. Midwest shall give prompt notice to PEBO of any fact, event or circumstance known to Midwest that (i) is reasonably likely, individually or taken together with all other facts, events and circumstances known to it, to result in any Material Adverse Effect with respect to Midwest or First National or (ii) would cause or constitute a material breach of any of Midwest's representations, warranties, covenants or agreements contained herein.

6.12 No Breaches of Representations and Warranties. Between the date of this Agreement and the Effective Time, without the written consent of PEBO, Midwest will not do any act or suffer any omission of any nature whatsoever which would cause any of the representations or warranties made in Article V of this Agreement to become untrue or incorrect in any material respect.

6.13 Consents. Midwest shall use its best efforts to obtain any required consents to the transactions contemplated by this Agreement.

6.14 Insurance Coverage. Midwest shall cause the policies of insurance listed in the Disclosure Schedule to remain in effect between the date of this Agreement and the Effective Date.

6.15 Correction of Information. Midwest shall promptly correct and supplement any information furnished under this Agreement so that such information shall be correct and complete in all material respects at all times, and shall include all facts necessary to make such information correct and complete in all material respects at all times.

6.16 Confidentiality. Except for the use of information in connection with the Proxy Statement/Prospectus described in Section 6.03 hereof and any other governmental filings required in order to complete the transactions contemplated by this Agreement, all information (collectively, the "Information") received by each of Midwest and PEBO pursuant to the terms of this Agreement shall be kept in strictest confidence; provided that, subsequent to the mailing of the Proxy Statement/Prospectus to the Midwest shareholders, this Section 6.16 shall not apply to information included in the Proxy Statement/Prospectus to be sent to the shareholders of Midwest under Section 6.03. Midwest and PEBO agree that the Information will be used only for the purpose of completing the transactions contemplated by this Agreement. Midwest and PEBO agree to hold the Information in strictest confidence and shall not use, and shall not disclose directly or indirectly any of such Information except when, after and to the extent such Information (i) is or becomes generally available to the public other than through the failure of Midwest or PEBO to fulfill its obligations hereunder, (ii) was already known to the party receiving the Information on a nonconfidential basis prior to the disclosure, or (iii) is subsequently disclosed to the party receiving the Information on a nonconfidential basis by a third party having no obligation of confidentiality to the party disclosing the Information. In the event the transactions contemplated by this Agreement are not consummated, Midwest and PEBO agree to return all copies of the Information provided to the other promptly and destroy all electronic copies of such Information.

6.17 Regulatory Matters. PEBO, Midwest and each of their Subsidiaries shall cooperate and each of them agrees to use its reasonable best efforts to remediate any order, decree, formal or informal agreement, memorandum of understanding or similar agreement by Midwest or First National with, or a commitment letter, board resolution or similar submission by Midwest or First National to, or supervisory letter from any Regulatory Authority to Midwest or First National, to the satisfaction of such Regulatory Authority.

6.18 Indemnification.

(a) For a period of five years after the Effective Time, PEBO shall indemnify each Person who served as a director or officer of Midwest on or after the date of this Agreement and before the Effective Time, to the fullest extent provided by the Midwest Articles and the Midwest Regulations and the OGCL, from and against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person was a director or officer of Midwest; provided, however, that any such indemnification shall be subject to compliance with the provisions of applicable state and federal laws.

(b) Before the Effective Time, Midwest shall purchase a policy of directors' and officers' and company liability insurance ("D&O Policy") to be effective for a period of five years following the Effective Date, on terms no less advantageous than those contained in Midwest's existing directors' and officers' and company's liability insurance policy.

6.19 Environmental Assessments.

(a) Midwest hereby agrees to permit PEBO, for 45 days after the date of this Agreement for any property currently owned by Midwest or First National as of the date of this Agreement, to have a qualified consultant, mutually agreeable to Midwest and PEBO, to conduct a Phase I Environmental Site Assessment in accordance with the requirements of ASTM E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Practice" ("Phase I") of each parcel of real estate owned by Midwest or First National, including real estate acquired by First National upon foreclosure. If required by the Phase I investigation in PEBO's reasonable opinion, PEBO may, at its own cost, obtain a Phase II investigation by an environmental expert retained by PEBO and reasonably acceptable to Midwest on such parcels of real estate and, in such event, shall promptly deliver to Midwest updates of all field work conducted and notes taken by the consultant conducting such examination. PEBO shall have 10 days from the receipt of any such investigation report to notify Midwest in writing of any material environmental concerns necessary to comply with applicable law. Within 10 days of the delivery of such notification, PEBO shall obtain an estimate or indication as described below regarding the cost of taking remedial and corrective actions or the inability to make such an estimate. Should the cost of taking all remedial and corrective actions and measures (a) required by applicable law or (b) recommended or suggested by such report or reports and prudent in light of the findings of such report, in the aggregate, exceed the sum of $50,000, as reasonably estimated by an environmental expert promptly retained for such purpose by PEBO and reasonably acceptable to Midwest, or if the cost of such actions and measures cannot be so reasonably estimated by such expert with any reasonable degree of certainty, then PEBO shall have the right, pursuant to Article VIII and Section 7.03(f) hereof, for a period of 10 days following receipt of such estimate or indication that the cost of such actions and measures cannot be so reasonably estimated, to terminate this Agreement by providing written notice to Midwest within such ten (10) day period. Notwithstanding the foregoing, in the event the cost of such remedial and corrective measures (i) can be reasonably estimated by an expert retained for such purpose by PEBO and reasonably acceptable to Midwest and (ii) such cost, in the aggregate, exceeds $50,000, then Midwest may elect, in its sole discretion, to pay all costs and expenses of remedial and corrective measures, which payment shall reduce the aggregate Merger Consideration to be paid hereunder, whereupon PEBO's right to terminate this Agreement pursuant to Article VIII and Section 7.03(f) hereof shall be terminated.

(b) Notwithstanding subpart (a) above, at least 20 days prior to taking title to any subsequent property by Midwest or First National, Midwest shall advise and consult with PEBO regarding any such property. If after consultation, PEBO's shall find it advisable that such property undergo a Phase I investigation, then Midwest shall, at its own expense, cause such Phase I investigation to be undertaken and take, or at a minimum commence, all remedial and corrective actions and measures required by applicable law by such investigation and prudent in light of the findings of such report.

6.20 Advisory Board. At the Effective Time and for a period of one year thereafter, PEBO shall establish and maintain an advisory board to be comprised of all of the outside directors of Midwest, who desire to participate on such advisory board, at the Effective Time. The advisory board shall meet every other month during such one year period for the purpose of advising PEBO on client relations and post-acquisition transition matters. The compensation of the members of the advisory board shall be $500 per member per meeting.

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ARTICLE VII
Conditions to Consummation of the Merger; Closing

7.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each of PEBO and Midwest to consummate the Merger is subject to the fulfillment or written waiver by PEBO and Midwest prior to the Effective Time of each of the following conditions:

(a) Shareholder Approval. This Agreement and the Merger shall have been duly adopted and approved by the requisite vote of the shareholders of Midwest.

(b) Regulatory Approvals. All regulatory approvals required to consummate the transactions contemplated hereby shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired and no such
approvals shall contain (i) any conditions, restrictions or requirements which the PEBO Board reasonably determines would either before or after the Effective Time have a Material Adverse Effect on PEBO and its Subsidiaries taken as a whole after giving effect to the consummation of the Merger, or (ii) any conditions, restrictions or requirements that are not customary and usual for approvals of such type and which the PEBO Board reasonably determines would either before or after the Effective Time be unduly burdensome. For purposes of this Section 7.01(b), any regulatory approval that does not result in the termination of all outstanding Regulatory Orders applicable to Midwest and/or First National, if any, prior to or at the Effective Time shall be deemed to have a Material Adverse Effect on PEBO and its Subsidiaries taken as a whole after giving effect to the consummation of the Merger.

(c) No Injunction. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the transactions contemplated by this Agreement.

7.02 Conditions to Obligation of Midwest. The obligation of Midwest to consummate the Merger is also subject to the fulfillment or written waiver by Midwest prior to the Effective Time of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of PEBO set forth in this Agreement shall be true and correct, subject to Section 5.02, as of the date of this Agreement and as of the Effective Time as though made on and as of the Effective Time (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall be true and correct as of such date), and Midwest shall have received a certificate, dated the Effective Date, signed on behalf of PEBO, by the chief executive officer of PEBO to such effect.

(b) Performance of Obligations of PEBO. PEBO shall have performed in all material respects all obligations required to be performed by PEBO under this Agreement at or prior to the Effective Time, and Midwest shall have received a certificate, dated the Effective Date, signed on behalf of PEBO by the chief executive officer of PEBO to such effect.

(c) No Material Adverse Effect. From the date of this Agreement, there shall not have occurred any event, circumstance or development that has had or could reasonably be expected to have a Material Adverse Effect on PEBO.

7.03 Conditions to Obligation of PEBO. The obligation of PEBO to consummate the Merger is also subject to the fulfillment or written waiver by PEBO prior to the Effective Time of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Midwest set forth in this Agreement shall be true and correct, subject to Section 5.02, as of the date of this Agreement and as of the Effective Time as though made on and as of the Effective Time (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall be true and correct as of such date) and PEBO shall have received a certificate, dated the Effective Date, signed on behalf of Midwest, by the president of Midwest to such effect.
(b) Performance of Obligations of Midwest. Midwest shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Effective Time, and PEBO shall have received a certificate, dated the Effective Date, signed on behalf of Midwest by the president of Midwest to such effect.
(c) Consents. Midwest shall have obtained the consent or approval of each person (other than Governmental Authorities) whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease, license or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, individually or in the aggregate, in PEPO's reasonable estimate have a Material Adverse Effect, after the Effective Time, on the Surviving Corporation.
(d) FIRPTA Certification. PEBO shall have received a statement executed on behalf of Midwest, dated as of the Effective Date, satisfying the requirements of Treasury Regulations Section 1.1445-2(c)(3) (and complying with Treasury Regulations Section 1.897-2(h)) in a form reasonably acceptable to PEBO certifying that Midwest's common Shares do not represent United States real property interests within the meaning of Section 897 of the Code and the Treasury regulations promulgated thereunder.
(e) Dissenting Shares. The holders of not more than five percent of the outstanding Midwest Common Shares shall have perfected their dissenters' rights under Section 1701.84 of the OGCL in connection with the transactions contemplated by this Agreement.
(f) Real Estate. There shall have been no condemnation, eminent domain or similar proceedings commenced or threatened in writing by any Government Authority with respect to any real estate owned by Midwest or First National, including real estate acquired in connection with foreclosure. Midwest has complied with the provisions of Section 6.19 applicable to Midwest and PEBO has not elected to terminate the Agreement pursuant to the provisions of such Section.
(g) D&O Policy. Midwest shall have procured the D&O Policy in accordance with the terms and subject to the conditions of Section 6.18(b).
(h) Wellston Lease. The Wellston Lease shall have been terminated and property related to the lease shall be vacant prior to the Effective Time.
(i) Branch Construction Contract. Midwest shall have terminated and been released from any and all obligations under the branch construction contract and any other agreement and/or arrangement with PWCampbell Contracting Company for the construction of a new branch in Jackson County, Ohio and provided evidence of such termination to PEBO.
(j) No Material Adverse Effect. From the date of this Agreement, there shall not have occurred any event, circumstance or development that has had or could reasonably be expected to have a Material Adverse Effect on Midwest.
7.04 Closing. Subject to Article VII of this Agreement, the consummation of the transactions contemplated by this Agreement shall be held at the offices of Dinsmore & Shohl LLP in Columbus, Ohio on the Effective Date.

ARTICLE VIII
Termination
8.01 Termination. This Agreement may be terminated, and the Merger may be abandoned:
(a) Mutual Consent. At any time prior to the Effective Time, by the mutual written consent of PEBO and Midwest, if the board of directors of each so determines by vote of a majority of the members of its entire board.
(b) Breach. At any time prior to the Effective Time, by PEBO or Midwest upon written notice to the other party, if its board of directors so determines by vote of a majority of the members of the entire board, in the event of either: (i) a breach by the other party of any representation or warranty contained herein (subject to the standard set forth in Section 5.02), which breach cannot be or has not been cured within 30 days after the giving of written notice to the breaching party of such breach; or (ii) a breach by the other party of any of the covenants or agreements contained herein, which breach cannot be or has not been cured within 30 days after the giving of written notice to the breaching party of such breach, provided that such breach (whether under (i) or (ii)) would be reasonably likely, individually or in the aggregate with other breaches, in the reasonable opinion of the non-breaching party, to result in a Material Adverse Effect.
(c) Delay. At any time prior to the Effective Time, by PEBO or Midwest upon written notice to the other party, if its board of directors so determines by vote of a majority of the members of its entire board, in the event that the Parent Merger is not consummated by July 31, 2014, except to the extent that the failure of the Parent Merger then to be consummated arises out of or results from the knowing action or inaction of the party seeking to terminate pursuant to this Section 8.01(c).
(d) No Approval. By Midwest or PEBO upon written notice to the other party, if its board of directors so determines by a vote of a majority of the members of its entire board, in the event (i) the approval of any Governmental Authority required for consummation of the Merger and the other transactions contemplated by this Agreement shall have been denied or (ii) the Midwest shareholders fail to adopt this Agreement and approve the Merger at the Midwest Meeting.
(e) Payment Pursuant to Section 6.06. Upon a payment made to PEBO in accordance with Section 6.06, this Agreement shall automatically terminate without further act or action by either Midwest or PEBO.
8.02 Effect of Termination and Abandonment; Enforcement of Agreement. In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article VIII, no party to this Agreement shall have any liability or further obligation to any other party hereunder except (i) as set forth in Section 6.06 and Section 9.01 and (ii) that termination will not relieve a breaching party from liability for any willful breach of this Agreement giving rise to such termination. Notwithstanding anything contained herein to the contrary, the parties hereto agree that irreparable damage will occur in the event that a party breaches any of its obligations, duties, covenants and agreements contained herein. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which the non-breaching party is entitled by law or in equity.
ARTICLE IX
Miscellaneous
9.01 Survival. No representations, warranties, agreements and covenants contained in this Agreement shall survive the Effective Time (other than Sections 6.10 and 6.18 and this Article IX, which shall survive the Effective Time) or the termination of this Agreement if this Agreement is terminated prior to the Effective Time (other than Sections 6.04, 6.05(b), 6.05(c), 6.16, 8.02 and this Article IX, which shall survive such termination).
9.02 Waiver; Amendment. Prior to the Effective Time, any provision of this Agreement may be (i) waived by the party benefited by the provision, or (ii) amended or modified at any time, by an agreement in writing between the parties hereto executed in the same manner as this Agreement, except that after the Midwest Meeting, this Agreement may not be amended if it would violate the OGCL.

9.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

9.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Ohio applicable to contracts made and to be performed entirely within the State of Ohio.

9.05 Expenses. Each party hereto will bear all expenses incurred by it in connection with this Agreement and the transactions contemplated hereby. All fees to be paid to Regulatory Authorities in connection with the transactions contemplated by this Agreement shall be shared equally between PEBO and Midwest.

9.06 Notices. All notices, requests and other communications hereunder to a party shall be in writing and shall be deemed given if personally delivered, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto.

If to Midwest, to:	Midwest Bancshares, Inc. 101 East A Street Wellston, Ohio 45692 Attention: Anthony S. Thorne, President
With a copy to:	Shumaker, Loop & Kendrick, LLP 1000 Jackson Street Toledo, Ohio 43604 Attention: Thomas C. Blank, Esq
If to PEBO, to:	Peoples Bancorp Inc. 138 Putnam Street Marietta, Ohio 45750 Attention: Charles W. Sulerzyski, President & CEO
With a copy to:	Peoples Bancorp Inc. 1 138 Putnam Street Marietta, Ohio 45750 Attention: M. Ryan Kirkham, Corporate Counsel

9.07 Entire Understanding; No Third Party Beneficiaries. This Agreement, the Voting Agreement and any separate agreement entered into by the parties on even date herewith represent the entire understanding of the parties hereto with reference to the transactions contemplated hereby and thereby and this Agreement supersedes any and all other oral or written agreements heretofore made (other than such Voting Agreement or any such separate agreement). Nothing in this Agreement, whether express or implied, is intended to confer upon any Person, other than the parties hereto or their respective permitted successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.08 Interpretation; Effect. When a reference is made in this Agreement to Sections, Exhibits or Schedules, such reference shall be to a Section of, or Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

9.09 Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

9.10 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party hereto without the prior written consent of the other party.

[Remainder of Page Intentionally Left Blank]

AGREEMENT AND PLAN OF MERGER
Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in counterparts by their duly authorized officers, all as of the day and year first above written.

MIDWEST BANCSHARES, INC.

By /s/ Anthony S. Thorne
Name: Anthony S. Thorne
Title: President

PEOPLES BANCORP INC.

By /s/ Charles W. Sulerzyski
Name: Charles W. Sulerzyski
Title: President & CEO

EXHIBIT A
FORM OF VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is entered into as of _____, 2014, by and among Peoples Bancorp Inc., a financial holding company incorporated under Ohio law ("PEBO"), Midwest Bancshares, Inc., a bank holding company incorporated under Ohio law ("Midwest"), and the undersigned shareholders of Midwest (collectively, the "Shareholders").

WHEREAS, the Shareholders collectively own [_____] shares of common stock, no par value, of Midwest (such common shares, together with all shares of Midwest which may hereafter be acquired by the Shareholders prior to the termination of this Agreement, shall be referred to herein as the "Shares");

WHEREAS, PEBO and Midwest propose to enter into an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), which provides, among other things, that Midwest will merge with and into PEBO pursuant to the Parent Merger (this and other capitalized terms used and not defined herein shall have the meanings given to such terms in the Merger Agreement); and

WHEREAS, PEBO and Midwest have made it a condition to their entering into the Merger Agreement that the Shareholders agree to vote the Shares in favor of the adoption of the Merger Agreement.

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

ARTICLE 1
Voting of Shares

1.1 Voting Agreement. The Shareholders, individually and not jointly, hereby agree that, during the time this Agreement is in effect, at any meeting of the shareholders of Midwest, however called, and in any action by consent of the shareholders of Midwest, they shall vote their Shares: (i) in favor of the adoption of the Merger Agreement (as amended from time to time) and (ii) against any proposal for any recapitalization, merger, sale of assets or other business combination between Midwest or any of its Subsidiaries and any person or entity other than PEBO or any of its Subsidiaries, or any other action or agreement that would result in a breach of any covenant, representation or warranty or any other obligation or agreement of Midwest under the Merger Agreement or that would result in any of the conditions to the obligations of Midwest under the Merger Agreement not being fulfilled. The parties hereto acknowledge and agree that nothing contained herein is intended to restrict any Shareholder from voting or otherwise acting in the Shareholder's capacity as a director of Midwest or First National with respect to any matter.

ARTICLE 2
Representations and Warranties

Each of the Shareholders, individually and not jointly, hereby represents and warrants to PEBO as follows:

2.1 Authority Relative to this Agreement. He/She/It has all necessary power and authority or capacity, as the case may be, to execute and deliver this Agreement, to perform his, her or its obligations hereunder and to consummate the transaction contemplated by the Merger Agreement. This Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a legal, valid and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms.

2.2 No Conflict.

(a) The execution and delivery of this Agreement by the Shareholder does not, and the performance of this Agreement by him/her/it will not (i) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to him/her/it or by which the Shares are bound, or (ii) result in any breach of or constitute a default (or event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the Shares held by him/her/it pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which he/she/it is a party or by which he/she/it or any Shares of him/her/it are bound, except, in the case of clauses (i) and (ii), for any such conflicts, violations,

breaches, defaults or other occurrences which would not prevent or delay the performance by such Shareholder of his, her or its obligations under this Agreement.

(b) The execution and delivery of this Agreement by him/her/it does not, and the performance of this Agreement by him/her/it will not, require any consent, approval, authorization or permit of, or filing with or notification to, any federal, state, local or foreign regulatory body.

2.3 Title to the Shares. Each of the Shareholders, individually, but not jointly, represent that he/she/it is the owner of the number and class of Shares specified on Annex I hereto, free and clear of all security interests, liens, claims, pledges, options, rights of first refusal, agreements, limitations on voting rights, charges and other encumbrances of any nature whatsoever except as otherwise specified on Annex I. He/She/It has not appointed or granted any proxy, which appointment or grant is still effective, with respect to the Shares. He/She/It has sole voting power with respect to his, her or its Shares except as otherwise specified on Annex I.

ARTICLE 3
Additional Covenants

3.1 Transfer of the Shares. Each of the Shareholders hereby covenants and agrees that, during the term of this Agreement, the Shareholder will not, without the prior written consent of PEBO, sell, pledge, transfer, or otherwise voluntarily dispose of any of the Shares which are owned by the Shareholder or take any other voluntary action which would have the effect of removing the Shareholder's power to vote his, her or its Shares or which would otherwise be inconsistent with this Agreement.

ARTICLE 4
Miscellaneous

4.1 Termination. This Agreement shall terminate on the earlier to occur of (i) the date of consummation of the Merger and (ii) the date of termination of the Merger Agreement for any reason whatsoever.

4.2 Specific Performance. The Shareholders agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that PEBO shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

4.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof.

4.4 Amendment. This Agreement may not be amended except by an instrument in writing signed by all the parties hereto.

4.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

4.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

4.8 Assignment. This Agreement shall not be assigned by operation of law or otherwise.

4.9 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.10 Transfers, Successors and Assigns.

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Each transferee or assignee of the Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition to the recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee's signature appeared on the signature pages of this Agreement. By execution of this Agreement or of any Adoption Agreement, each of the parties appoints Midwest as its attorney in fact for the purpose of executing any Adoption Agreement that may be required to be delivered under the terms of this Agreement. Midwest shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Section 4.10. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective executors, administrators, heirs, successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.11 Spousal Consent. If any Shareholder who is a natural person is married on the date of this Agreement, such Shareholder shall use his or her reasonable best efforts to cause the Shareholder's spouse to execute and deliver to Midwest a consent of spouse in the form of Exhibit B hereto ("Consent of Spouse"), within 10 days of the date of this Agreement. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Shareholder's shares of capital stock that do not otherwise exist by operation of law or the agreement of the parties.

VOTING AGREEMENT

Signature Page

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

SHAREHOLDERS

_____
[Name]

_____
[Name]

PEOPLES BANCORP INC.

_____
[Name]

By: _____
Charles W. Sulerzyski, President & CEO

Midwest Bancshares, Inc.

_____
[Name]

By: _____
Anthony S. Thorne, President

_____
[Name]

_____
[Name]

_____
[Name]

ANNEX I

Shareholder	Address and Facsimile	Number of Shares

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("Adoption Agreement") is executed by the undersigned (the "Transferee") pursuant to the terms of that certain Voting Agreement dated as of _____, 2014 (the "Agreement") by and among Peoples Bancorp Inc., Midwest Bancshares, Inc. and certain of Midwest Bancshares, Inc. shareholders. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Transferee agrees as follows:

1.1 Acknowledgement. Transferee acknowledges that Transferee is acquiring certain shares of the capital stock of Midwest (the "Shares"), subject to the terms and conditions of the Agreement.

1.2 Agreement. Transferee (i) agrees that the Shares acquired by Transferee shall be bound by and subject to the terms of the Agreement, (ii) hereby adopts the Agreement with the same force and effect as if Transferee were originally a Party thereto, and (iii) agrees that Transferee shall be deemed a "Shareholder."

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Transferee at the address listed beside Transferee's signature below.

EXECUTED AND DATED this ___ day of _____, 20___.

Transferee

By: _____

Name: _____

Title: _____

Address: _____

Fax: _____

EXHIBIT B

CONSENT OF SPOUSE

I, _____, spouse of _____, acknowledge that I have read the Voting Agreement, dated as of _____, 2014, to which this Consent is attached as Exhibit B (the "Agreement"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding the voting and transfer of shares of capital stock of Midwest Bancshares, Inc. which my spouse may own, including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of capital stock of Midwest Bancshares, Inc. subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of capital stock of the Midwest Bancshares, Inc. shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance of counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated: _____

_____

Signature

_____

Print Name

ANNEX B

Dissenters' Rights Under Section 1701.85 of the Ohio General Corporation Law

1701.85 Dissenting shareholders - compliance with section - fair cash value of shares.

(A)(1) A shareholder of a domestic corporation is entitled to relief as a dissenting shareholder in respect of the proposals described in sections 1701.74, 1701.76, and 1701.84 of the Revised Code, only in compliance with this section.

(2) If the proposal must be submitted to the shareholders of the corporation involved, the dissenting shareholder shall be a record holder of the shares of the corporation as to which the dissenting shareholder seeks relief as of the date fixed for the determination of shareholders entitled to notice of a meeting of the shareholders at which the proposal is to be submitted, and such shares shall not have been voted in favor of the proposal.

(3) Not later than 20 days before the date of the meeting at which the proposal will be submitted to the shareholders, the corporation may notify the corporation's shareholders that relief under this section is available. The notice shall include or be accompanied by all of the following:

(a) A copy of this section;

(b) A statement that the proposal can give rise to rights under this section if the proposal is approved by the required vote of the shareholders;

(c) A statement that the shareholder will be eligible as a dissenting shareholder under this section only if the shareholder delivers to the corporation a written demand with the information provided for in division (A)(4) of this section before the vote on the proposal will be taken at the meeting of the shareholders and the shareholder does not vote in favor of the proposal.

(4) If the corporation delivers notice to its shareholders as provided in division (A)(3) of this section, a shareholder electing to be eligible as a dissenting shareholder under this section shall deliver to the corporation before the vote on the proposal is taken a written demand for payment of the fair cash value of the shares as to which the shareholder seeks relief. The demand for payment shall include the shareholder's address, the number and class of such shares, and the amount claimed by the shareholder as the fair cash value of the shares.

(5) If the corporation does not notify the corporation's shareholders pursuant to division (A)(3) of this section, not later than ten days after the date on which the vote on the proposal was taken at the meeting of the shareholders, the dissenting shareholder shall deliver to the corporation a written demand for payment to the dissenting shareholder of the fair cash value of the shares as to which the dissenting shareholder seeks relief, which demand shall state the dissenting shareholder's address, the number and class of such shares, and the amount claimed by the dissenting shareholder as the fair cash value of the shares.

(6) If a signatory, designated and approved by the dissenting shareholder, executes the demand, then at any time after receiving the demand, the corporation may make a written request that the dissenting shareholder provide evidence of the signatory's authority. The shareholder shall provide the evidence within a reasonable time but not sooner than 20 days after the dissenting shareholder has received the corporation's written request for evidence.

(7) The dissenting shareholder entitled to relief under division (A)(3) of section 1701.84 of the Revised Code in the case of a merger pursuant to section 1701.80 of the Revised Code and a dissenting shareholder entitled to relief under division (A)(5) of section 1701.84 of the Revised Code in the case of a merger pursuant to section 1701.801 of the Revised Code shall be a record holder of the shares of the corporation as to which the dissenting shareholder seeks relief as of the date on which the agreement of merger was adopted by the directors of that corporation. Within 20 days after the dissenting shareholder has been sent the notice provided in section 1701.80 or 1701.801 of the Revised Code, the dissenting shareholder shall deliver to the corporation a written demand for payment with the same information as that provided for in division (A)(4) of this section.

(8) In the case of a merger or consolidation, a demand served on the constituent corporation involved constitutes service on the surviving or the new entity, whether the demand is served before, on, or after the effective date of the merger or consolidation. In the case of a conversion, a demand served on the converting corporation constitutes service on the converted entity, whether the demand is served before, on, or after the effective date of the conversion.

(9) If the corporation sends to the dissenting shareholder, at the address specified in the dissenting shareholder's demand, a request for the certificates representing the shares as to which the dissenting shareholder seeks relief, the dissenting shareholder, within 15 days from the date of the sending of such request, shall deliver to the corporation the certificates requested so that the corporation may endorse on them a legend to the effect that demand for the fair cash value of such shares has been made. The corporation promptly shall return the endorsed certificates to the dissenting shareholder. A dissenting shareholder's failure to deliver the certificates terminates the dissenting shareholder's rights as a dissenting shareholder, at the option of the corporation, exercised by written notice sent to the dissenting shareholder within 20 days after the lapse of the 15-day period, unless a court for good cause shown otherwise directs. If shares represented by a certificate on which such a legend has been endorsed are transferred, each new certificate issued for them shall bear a similar legend, together with the name of the original dissenting holder of the shares. Upon receiving a demand for payment from a dissenting shareholder who is the record holder of uncertificated securities, the corporation shall make an appropriate notation of the demand for payment in its shareholder records. If uncertificated shares for which payment has been demanded are to be transferred, any new certificate issued for the shares shall bear the legend required for certificated securities as provided in this paragraph. A transferee of the shares so endorsed, or of uncertificated securities where such notation has been made, acquires only the rights in the corporation as the original dissenting holder of such shares had immediately after the service of a demand for payment of the fair cash value of the shares. A request under this paragraph by the corporation is not an admission by the corporation that the shareholder is entitled to relief under this section.

(B) Unless the corporation and the dissenting shareholder have come to an agreement on the fair cash value per share of the shares as to which the dissenting shareholder seeks relief, the dissenting shareholder or the corporation, which in case of a merger or consolidation may be the surviving or new entity, or in the case of a conversion may be the converted entity, within three months after the service of the demand by the dissenting shareholder, may file a complaint in the court of common pleas of the county in which the principal office of the corporation that issued the shares is located or was located when the proposal was adopted by the shareholders of the corporation, or, if the proposal was not required to be submitted to the shareholders, was approved by the directors. Other dissenting shareholders, within that three-month period, may join as plaintiffs or may be joined as defendants in any such proceeding, and any two or more such proceedings may be consolidated. The complaint shall contain a brief statement of the facts, including the vote and the facts entitling the dissenting shareholder to the relief demanded. No answer to a complaint is required. Upon the filing of a complaint, the court, on motion of the petitioner, shall enter an order fixing a date for a hearing on the complaint and requiring that a copy of the complaint and a notice of the filing and of the date for hearing be given to the respondent or defendant in the manner in which summons is required to be served or substituted service is required to be made in other cases. On the day fixed for the hearing on the complaint or any adjournment of it, the court shall determine from the complaint and from evidence submitted by either party whether the dissenting shareholder is entitled to be paid the fair cash value of any shares and, if so, the number and class of such shares. If the court finds that the dissenting shareholder is so entitled, the court may appoint one or more persons as appraisers to receive evidence and to recommend a decision on the amount of the fair cash value. The appraisers have power and authority specified in the order of their appointment. The court thereupon shall make a finding as to the fair cash value of a share and shall render judgment against the corporation for the payment of it, with interest at a rate and from a date as the court considers equitable. The costs of the proceeding, including reasonable compensation to the appraisers to be fixed by the court, shall be assessed or apportioned as the court considers equitable. The proceeding is a special proceeding and final orders in it may be vacated, modified, or reversed on appeal pursuant to the Rules of Appellate Procedure and, to the extent not in conflict with those rules, Chapter 2505 of the Revised Code. If, during the pendency of any proceeding instituted under this section, a suit or proceeding is or has been instituted to enjoin or otherwise to prevent the carrying out of the action as to which the shareholder has dissented, the proceeding instituted under this section shall be stayed until the final determination of the other suit or proceeding. Unless any provision in division (D) of this section is applicable, the fair cash value of the shares that is agreed upon by the parties or fixed under this section shall be paid within 30 days after the date of final determination of such value under this division, the effective date of the amendment to the articles, or the consummation of the other action involved,

whichever occurs last. Upon the occurrence of the last such event, payment shall be made immediately to a holder of uncertificated securities entitled to payment. In the case of holders of shares represented by certificates, payment shall be made only upon and simultaneously with the surrender to the corporation of the certificates representing the shares for which the payment is made.

(C)(1) If the proposal was required to be submitted to the shareholders of the corporation, fair cash value as to those shareholders shall be determined as of the day prior to the day on which the vote by the shareholders was taken and, in the case of a merger pursuant to section 1701.80 or 1701.801 of the Revised Code, fair cash value as to shareholders of a constituent subsidiary corporation shall be determined as of the day before the adoption of the agreement of merger by the directors of the particular subsidiary corporation. The fair cash value of a share for the purposes of this section is the amount that a willing seller who is under no compulsion to sell would be willing to accept and that a willing buyer who is under no compulsion to purchase would be willing to pay, but in no event shall the fair cash value of a share exceed the amount specified in the demand of the particular shareholder. In computing fair cash value, both of the following shall be excluded:

(a) Any appreciation or depreciation in market value resulting from the proposal submitted to the directors or to the shareholders ;

(b) Any premium associated with control of the corporation, or any discount for lack of marketability or minority status.

(2) For the purposes of this section, the fair cash value of a share that was listed on a national securities exchange at any of the following times shall be the closing sale price on the national securities exchange as of the applicable date provided in division (C)(1) of this section:

(a) Immediately before the effective time of a merger or consolidation;

(b) Immediately before the filing of an amendment to the articles of incorporation as described in division (A) of section 1701.74 of the Revised Code;

(c) Immediately before the time of the vote described in division (A)(1)(b) of section 1701.76 of the Revised Code.

(D)(1) The right and obligation of a dissenting shareholder to receive fair cash value and to sell such shares as to which the dissenting shareholder seeks relief, and the right and obligation of the corporation to purchase such shares and to pay the fair cash value of them terminates if any of the following applies:

(a) The dissenting shareholder has not complied with this section, unless the corporation by its directors waives such failure;

(b) The corporation abandons the action involved or is finally enjoined or prevented from carrying it out, or the shareholders rescind their adoption of the action involved;

(c) The dissenting shareholder withdraws the dissenting shareholder’s demand, with the consent of the corporation by its directors;

(d) The corporation and the dissenting shareholder have not come to an agreement as to the fair cash value per share, and neither the shareholder nor the corporation has filed or joined in a complaint under division (B) of this section within the period provided in that division.

(2) For purposes of division (D)(1) of this section, if the merger, consolidation, or conversion has become effective and the surviving, new, or converted entity is not a corporation, action required to be taken by the directors of the corporation shall be taken by the partners of a surviving, new, or converted partnership or the comparable representatives of any other surviving, new, or converted entity.

(E) From the time of the dissenting shareholder’s giving of the demand until either the termination of the rights and obligations arising from it or the purchase of the shares by the corporation, all other rights accruing from such shares, including voting and dividend or distribution rights, are suspended. If during the suspension, any dividend or distribution is paid in money upon shares of such class or any dividend, distribution, or interest is paid in money upon any securities issued in extinguishment of or in substitution for such shares, an amount equal to the dividend, distribution, or interest which, except for the suspension, would have been payable upon such shares or securities, shall be paid to the holder of record as a credit upon the fair cash value of the shares. If the right to receive fair cash value is terminated other than by the purchase of the shares by the corporation, all rights of the holder shall be restored and all distributions which, except for the suspension, would have been made shall be made to the holder of record of the shares at the time of termination.

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ANNEX C

January 21, 2014
Board of Directors
Midwest Bancshares, Inc.
101 E. A St.
Wellston, OH 45692

Members of the Board:

You have requested our opinion as to the fairness, from a financial point of view, to Midwest Bancshares, Inc. ("Midwest") and its shareholders, of the terms of the Agreement and Plan of Merger dated as of January 21, 2014 (the "Agreement") by and between Peoples Bancorp Inc. ("PEBO") and Midwest. The Agreement provides for merger of Midwest with and into PEBO, with PEBO being the surviving company. Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

The financial terms of the Agreement provide for the exchange of PEBO Common Shares or cash equal to $65.50 per share (the "Merger Consideration"). The Merger Consideration is subject to an election process by Midwest shareholders. The percentage of shares of Midwest receiving PEBO Common Stock shall be no less than 50% and no greater than 75% of the Merger Consideration. In determining the number of PEBO Common Shares to be issued, the PEBO Market Price shall mean the average closing sale price of a PEBO Common Share during the 20 consecutive trading days immediately preceding the Closing Date.

Austin Associates, LLC ("Austin") as part of its investment banking practice is customarily engaged in advising and valuing financial institutions in connection with mergers and acquisitions and other corporate transactions. In connection with rendering our opinion set forth herein, we have reviewed among other things:

(i) the Agreement;
(ii) certain publicly available financial statements and other historical financial information of Midwest that we deemed relevant;
(iii) certain publicly available financial statements and other historical financial information of PEBO that we deemed relevant;
(iv) internal financial projections for Midwest for the year ending December 31, 2014 prepared by and reviewed with management of Midwest;
(v) internal financial projections for PEBO for the year ending December 31, 2014 prepared by and reviewed with management of PEBO;
(vi) the pro forma financial impact of the Merger on PEBO, based on assumptions relating to transaction expenses, preliminary purchase accounting adjustments and cost savings as discussed with senior management of PEBO;
(vii) publicly reported historical price and trading activity for PEBO's common stock, including an analysis of certain financial and stock market information of PEBO compared to certain other publicly traded companies;
(viii) the financial terms of certain recent business combinations in the commercial banking industry, to the extent publicly available;
(ix) the current market environment generally and the banking environment in particular; and,
(x) such other information, financial studies, analyses and investigations and financial, economic and market criteria as we considered relevant.

We also discussed with certain members of senior management of Midwest the business, financial condition, results of operations and prospects of Midwest, including certain operating, regulatory and other financial matters. We held similar discussions with senior management of PEBO regarding the business, financial condition, results of operations

and prospects of PEBO.

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We have also assumed that there has been no material change in Midwest's and PEBO's assets, financial condition, results of operations, business or prospects since the date of the most recent financial statements made available to us. We have assumed in all respects material to our analysis that Midwest and PEBO will remain as going concerns for all periods relevant to our analyses, that all of the representations and warranties contained in the Agreement are true and correct, that each party to the Agreement will perform all of the covenants required to be performed by such party under the Agreement, and that the conditions precedent in the Agreement are not waived. Finally, we have relied upon the advice Midwest has received from its legal, accounting and tax advisors as to all legal, accounting and tax matters relating to the Merger and the other transactions contemplated by the Agreement.

In our review and analysis, we relied upon and assumed the accuracy and completeness of the information provided to us or publicly available, and have not attempted to verify the same. As part of the due diligence process we made no independent verification as to the status and value of Midwest's or PEBO's assets, including the value of the loan portfolio and allowance for loan and lease losses, and have instead relied upon representations and information concerning the value of assets and the adequacy of reserves of both companies in the aggregate. In addition, we have assumed in the course of obtaining the necessary approvals for the transaction, no condition will be imposed that will have a material adverse effect on the contemplated benefits of the transaction to Midwest and its shareholders.

This opinion is based on economic and market conditions and other circumstances existing on, and information made available as of, the date hereof. This opinion is limited to the fairness, from a financial point of view, to Midwest and its shareholders of the terms of the Agreement, and does not address the underlying business decision by the Board of Directors to pursue the Merger.

Midwest jointly engaged Austin and Investment Bank Services ("IBS") a registered broker dealer to act as financial advisors in the transaction. Principals of Austin's investment banking team that assisted Midwest are also registered representatives of IBS. As part of the engagement IBS will receive contingent fees upon closing of the transaction, a portion of which will be paid upon the execution of the Agreement. The registered representatives of IBS who are also Principals of Austin will be compensated from the fees received by IBS from the transaction. As part of the engagement, Austin and IBS reserve the right to review any public disclosures describing this fairness opinion or their respective firms. In addition, Midwest agreed to indemnify Austin and IBS against certain liabilities.

Based upon our analysis and subject to the qualifications described herein, we believe that as of the date of this letter, the terms of the Agreement are fair, from a financial point of view, to Midwest and its shareholders.

Respectfully,

Austin Associates, LLC

Part II
Information Not Required In Prospectus

Item 20. Indemnification of Directors and Officers.

(a) Ohio General Corporation Law

Section 1701.13(E) of the Ohio Revised Code grants corporations broad powers to indemnify directors, officers, employees and agents. Section 1701.13(E) provides:

(E)(1) A corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, the person had reasonable cause to believe that the person's conduct was unlawful.

(2) A corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any of the following:

(a) Any claim, issue, or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless, and only to the extent that, the court of common pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper;

(b) Any action or suit in which the only liability asserted against a director is pursuant to Section 1701.95 of the Revised Code.

(3) To the extent that a director, trustee, officer, employee, member, manager, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in division (E)(1) or (2) of this section, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the action, suit,

or proceeding.

(4) Any indemnification under division (E)(1) or (2) of this section, unless ordered by a court, shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, trustee, officer, employee, member, manager, or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in division (E)(1) or (2) of this section. Such determination shall be made as follows:

(a) By a majority vote of a quorum consisting of directors of the indemnifying corporation who were not and are not parties to or threatened with the action, suit, or proceeding referred to in division (E)(1) or (2) of this section;

(b) If the quorum described in division (E)(4)(a) of this section is not obtainable or if a majority vote of a quorum of disinterested directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the corporation or any person to be indemnified within the past five years;

(c) By the shareholders;

(d) By the court of common pleas or the court in which the action, suit, or proceeding referred to in division (E)(1) or (2) of this section was brought.

Any determination made by the disinterested directors under division (E)(4)(a) or by independent legal counsel under division (E)(4)(b) of this section shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the corporation under division (E)(2) of this section, and, within ten days after receipt of that notification, the person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of that determination.

(5)(a) Unless at the time of a director's act or omission that is the subject of an action, suit, or proceeding referred to in division (E)(1) or (2) of this section, the articles or the regulations of a corporation state, by specific reference to this division, that the provisions of this division do not apply to the corporation and unless the only liability asserted against a director in an action, suit, or proceeding referred to in division (E)(1) or (2) of this section is pursuant to section 1701.95 of the Revised Code, expenses, including attorney's fees, incurred by a director in defending the action, suit, or proceeding shall be paid by the corporation as they are incurred, in advance of the final disposition of the action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the director in which the director agrees to do both of the following:

(i) Repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation;

(ii) Reasonably cooperate with the corporation concerning the action, suit, or proceeding.

(b) Expenses, including attorney's fees, incurred by a director, trustee, officer, employee, member, manager, or agent in defending any action, suit, or proceeding referred to in division (E)(1) or (2) of this section, may be paid by the corporation as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the directors in the specific case, upon receipt of an undertaking by or on behalf of the director, trustee, officer, employee, member, manager, or agent to repay that amount, if it ultimately is determined that the person is not entitled to be indemnified by the corporation.

(6) The indemnification or advancement of expenses authorized by this section shall not be exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification or advancement of expenses under the articles, the regulations, any agreement, a vote of shareholders or disinterested directors, or otherwise, both as to action in their official capacities and as to action in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a director, trustee, officer, employee, member, manager, or agent and shall inure to the benefit of the heirs, executors, and administrators of that person. A right to indemnification or to advancement of expenses arising under a provision of the articles or the regulations shall not be eliminated or impaired by an amendment to that provision after the occurrence of the act or omission that becomes the subject of the civil, criminal, administrative, or investigative action, suit, or proceeding for which the indemnification or advancement of expenses is sought, unless the provision in effect at the time of that act or omission explicitly authorizes that elimination or impairment after the act or omission has occurred.

(7) A corporation may purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, on behalf of or for any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under this section. Insurance may be purchased from or maintained with a person in which the corporation has a financial interest.

(8) The authority of a corporation to indemnify persons pursuant to division (E)(1) or (2) of this section does not limit the payment of expenses as they are incurred, indemnification, insurance, or other protection that may be provided

pursuant to divisions (E)(5), (6), and (7) of this section. Divisions (E)(1) and (2) of this section do not create any obligation to repay or return payments made by the corporation pursuant to division (E)(5), (6), or (7).

(9) As used in division (E) of this section, "corporation" includes all constituent entities in a consolidation or merger and the new or surviving corporation, so that any person who is or was a director, officer, employee, trustee, member, manager, or agent of such a constituent entity, or is or was serving at the request of such constituent entity as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, shall stand in the same position under this section with respect to the new or surviving corporation as the person would if the person had served the new or surviving corporation in the same capacity.

(b) Regulations of Peoples

The Regulations of Peoples contains the following provisions with respect to the indemnification of directors and officers:

Article Five - Indemnification and Insurance

Section 5.01. Mandatory Indemnification. The corporation shall indemnify any officer or director of the corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the corporation), by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. A person claiming indemnification under this Section 5.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 5.02. Court-Approved Indemnification. Anything contained in the Regulations or elsewhere to the contrary notwithstanding:

(A) the corporation shall not indemnify any officer or director of the corporation who was a party to any completed action or suit instituted by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he shall have been adjudged to be liable for acting with reckless disregard for the best interests of the corporation or misconduct (other than negligence) in the performance of his duty to the corporation unless and only to the extent that the Court of Common Pleas of Washington County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the corporation shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 5.02.

Section 5.03. Indemnification for Expenses. Anything contained in the Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or director of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.01, or in defense of any claim, issue or matter therein, he shall be promptly indemnified by the corporation against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him in connection therewith.

Section 5.04. Determination Required. Any indemnification required under Section 5.01 and not precluded under Section 5.02 shall be made by the corporation only upon a determination that such indemnification of the officer or director is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 5.01. Such determination

may be made only (A) by a majority vote of a quorum consisting of directors of the corporation who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the corporation, or any person to be indemnified, within the past five years, or (C) by the shareholders, or (D) by the Court of Common Pleas of Washington County, Ohio or (if the corporation is a party thereto) the court in which such action, suit or proceeding was brought, if any; any such determination may be made by a court under division (D) of this Section 5.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested directors under division (A) or by independent legal counsel under division (B) or by the shareholders under division (C) of this Section 5.04]; and no failure for any reason to make any such determination, and no decision for any reason to deny any such determination, by the disinterested directors under division (A) or by independent legal counsel under division (B) or by shareholders under division (C) of this Section 5.04 shall be evidence in rebuttal of the presumption recited in Section 5.01. Any determination made by the disinterested directors under division (A) or by independent legal counsel under division (B) of this Section 5.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the corporation shall be promptly communicated to the person who threatened or brought such action or suit, and within ten days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Washington County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 5.05. Advances for Expenses. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 5.01 shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or director promptly as such expenses are incurred by him, but only if such officer or director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he shall not have been successful on the merits or otherwise:

(A) if it shall ultimately be determined as provided in Section 5.04 that he is not entitled to be indemnified by the corporation as provided under Section 5.01; or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the corporation in such action or suit, he shall have been adjudged to be liable for acting with reckless disregard for the best interests of the corporation or misconduct (other than negligence) in the performance of his duty to the corporation, unless and only to the extent that the Court of Common Pleas of Washington County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he is fairly and reasonably entitled to all or part of such indemnification.

Section 5.06. Article Five Not Exclusive. The indemnification provided by this Article Five shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or the Regulations or any agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or director of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 5.07. Insurance. The corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, or agent of another corporation (domestic or foreign, nonprofit or for profit), partnership,

joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the obligation or the power to indemnify him against such liability under the provisions of this Article Five. Insurance may be purchased from or maintained with a person in which the corporation has a financial interest.

Section 5.08. Certain Definitions. For purposes of this Article Five, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article Five shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him, without a conviction of him, without the imposition of a fine upon him and without his payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial

or other determination of the lack of merit of the claims made against him or otherwise results in a vindication of him); and

(B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" within the meaning of that term as used in this Article Five.

Section 5.09. Venue. Any action, suit or proceeding to determine a claim for indemnification under this Article Five may be maintained by the person claiming such indemnification, or by the corporation, in the Court of Common Pleas of Washington County, Ohio. The corporation and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his person by the Court of Common Pleas of Washington County, Ohio in any such action, suit or proceeding.

(c) Insurance

Peoples maintains insurance policies under which directors and officers of Peoples are insured, within the limits and subject to the limitations of such policies, against expenses in connection with the defense of actions, suits or proceedings, and certain liabilities that might be imposed as a result of such actions, suits or proceedings, to which they are parties by reason of being or having been directors or officers of Peoples.

Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits

See Index to Exhibits below.

(b) Financial Statement Schedules

All schedules for which provision is made in the applicable accounting regulations of the Commission are not required under related instructions or are inapplicable and, therefore, have been omitted.

(c) Report, Opinion or Appraisal

The opinion of Austin Associates, LLC is included as ANNEX C to the proxy statement/prospectus.

Item 22. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement;

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(d) That every prospectus (i) that is filed pursuant to paragraph (c) immediately preceding, or (ii) that purports to meet the requirements of section 10(a)(3) of the Securities Act of 1933 and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment will be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial bona fide offering thereof.

(e) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(f) The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the proxy statement/prospectus which forms a part of the registration statement pursuant to Item 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(g)

The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this amendment to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Marietta, State of Ohio, on March 17, 2014.

PEOPLES BANCORP INC.

By: /s/ Charles W. Sulerzyski
Charles W. Sulerzyski
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Name	Date	Capacity
/s/ Charles W. Sulerzyski Charles W. Sulerzyski	March 17, 2014	President, Chief Executive Officer and Director
/s/ Edward G. Sloane Edward G. Sloane	March 17, 2014	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)
/s/ Tara M. Abraham* Tara M. Abraham	March 17, 2014	Director
/s/ Carl L. Baker, Jr.* Carl L. Baker, Jr.	March 17, 2014	Director
/s/ George W. Broughton* George W. Broughton	March 17, 2014	Director
/s/ Richard Ferguson* Richard Ferguson	March 17, 2014	Chairman of the Board and Director
/s/ James S. Huggins* James S. Huggins	March 17, 2014	Director
/s/ Brenda F. Jones, M.D.* Brenda F. Jones, M.D.	March 17, 2014	Director
/s/ David L. Mead* David L. Mead	March 17, 2014	Director
/s/ Susan D. Rector* Susan D. Rector	March 17, 2014	Director

/s/ Theodore P. Sauber* Theodore P. Sauber	March 17, 2014	Director
/s/ Thomas J. Wolf* Thomas J. Wolf	March 17, 2014	Director

* The above-named directors of the Registrant sign this Registration Statement on Form S-4 by Charles W. Sulerzyski, their attorney-in-fact, pursuant to Powers of Attorney signed by the above-named directors, which Powers of Attorney are filed with this Registration Statement on Form S-4 as exhibits.

By: /s/ Charles W. Sulerzyski
Charles W. Sulerzyski
President and Chief Executive Officer
Attorney-in-Fact

INDEX TO EXHIBITS

Exhibit Number	Description	Exhibit Location
2.1	Agreement and Plan of Merger, dated as of January 21, 2014, by and between Peoples Bancorp Inc. and Midwest Bancshares, Inc.	Included as ANNEX A to the proxy statement/prospectus, which forms a part of this Registration Statement on Form S-4
3.1(a)	Amended Articles of Incorporation of Peoples Bancorp Inc. (as filed with the Ohio Secretary of State on May 3, 1993)	Incorporated herein by reference to Exhibit 3(a) to the Registration Statement on Form 8-B of Peoples filed July 20, 1993 (File No. 0-16772)
3.1(b)	Certificate of Amendment to the Amended Articles of Incorporation of Peoples Bancorp Inc. (as filed with the Ohio Secretary of State on April 22, 1994)	Incorporated herein by reference to Exhibit 3(a)(2) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 1997 (File No. 0-16772) ("Peoples' 1997 Form 10-K")
3.1(c)	Certificate of Amendment to the Amended Articles of Incorporation of Peoples Bancorp Inc. (as filed with the Ohio Secretary of State on April 9, 1996)	Incorporated herein by reference to Exhibit 3(a)(3) to Peoples' 1997 Form 10-K
3.1(d)	Certificate of Amendment to the Amended Articles of Incorporation of Peoples Bancorp Inc. (as filed with the Ohio Secretary of State on April 23, 2003)	Incorporated herein by reference to Exhibit 3(a) to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2003 (File No. 0-16772) ("Peoples' March 31, 2003 Form 10-Q")
3.1(e)	Certificate of Amendment by Shareholders to the Amended Articles of Incorporation of Peoples Bancorp Inc. (as filed with the Ohio Secretary of State on January 22, 2009)	Incorporated herein by reference to Exhibit 3.1 to Peoples' Current Report on Form 8-K dated and filed on January 23, 2009 (File No. 0-16772)
3.1(f)	Certificate of Amendment by Directors to Articles filed with the Ohio Secretary of State on January 28, 2009, evidencing adoption of amendments by the Board of Directors of Peoples Bancorp Inc. to Article FOURTH of Amended Articles of Incorporation to establish express terms of Fixed Rate Cumulative Perpetual Preferred Shares, Series A, each without par value, of Peoples Bancorp Inc.	Incorporated herein by reference to Exhibit 3.1 to Peoples' Current Report on Form 8-K dated and filed on February 2, 2009 (File No. 0-16772)
3.1(g)	Amended Articles of Incorporation of Peoples Bancorp Inc. (reflecting amendments through January 28, 2009) [For SEC reporting compliance purposes only - not filed with Ohio Secretary of State]	Incorporated herein by reference to Exhibit 3.1(g) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (File No. 0-16772) ("Peoples' 2008 Form 10-K")
3.2(a)	Code of Regulations of Peoples Bancorp Inc.	Incorporated herein by reference to Exhibit 3(b) to Peoples' July 20, 1993 Form 8-B
3.2(b)	Certified Resolutions Regarding Adoption of Amendments to Sections 1.03, 1.04, 1.05, 1.06, 1.08, 1.10, 2.03(C), 2.07, 2.08, 2.10 and 6.02 of the Code of Regulations of Peoples Bancorp Inc. by shareholders on April 10, 2003	Incorporated herein by reference to Exhibit 3(c) to Peoples' March 31, 2003 Form 10-Q
3.2(c)		

	Certificate regarding adoption of amendments to Sections 3.01, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08 and 3.11 of the Code of Regulations of Peoples Bancorp Inc. by shareholders on April 8, 2004	Incorporated herein by reference to Exhibit 3(a) to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2004 (File No. 0-16772)
3.2(d)	Certificate regarding adoption of amendments to Sections 2.06, 2.07, 3.01 and 3.04 of Peoples Bancorp Inc.'s Code of Regulations by the shareholders on April 13, 2006	Incorporated herein by reference to Exhibit 3.1 to Peoples' Current Report on Form 8-K dated and filed on April 14, 2006 (File No. 0-16772)
3.2(e)	Certificate regarding adoption of an amendment to Section 2.01 of Peoples Bancorp Inc.'s Code of Regulations by shareholders on April 22, 2010	Incorporated herein by reference to Exhibit 3.2(e) to Peoples' Quarterly Report on Form 10-Q/A (Amendment No. 1) for the quarterly period ended June 30, 2010 (File No. 0-16772). ("Peoples' June 30, 2010 Form 10-Q/A")
3.2(f)	Code of Regulations of Peoples Bancorp Inc. (reflecting amendments through April 22, 2010) [For SEC reporting compliance purposes only]	Incorporated herein by reference to Exhibit 3.2(f) to Peoples' June 30, 2010 Form 10-Q/A
4.1	Agreement to furnish instruments and agreements defining rights of holders of long-term debt	Incorporated herein by reference to Exhibit 4.1 to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (File No. 0-16772)("Peoples' 2013 Form 10-K")

4.2	Loan Agreement, dated as of December 18, 2012, between Peoples Bancorp Inc., as Borrower, and U.S. Bank National Association, as Lender	Incorporated herein by reference to Exhibit 4.1 to Peoples' Current Report on Form 8-K, dated and filed December 21, 2012 (File No. 0-16772) ("Peoples' December 21, 2012 Form 8-K")
4.3	Revolving Credit Note in the principal sum of $5,000,000 issued by Peoples Bancorp Inc. on December 18, 2012 to U.S. Bank National Association	Incorporated herein by reference to Exhibit 4.2 to Peoples' December 21, 2012 Form 8-K
4.4	Term Note in the principal sum of $24,000,000 issued by Peoples Bancorp Inc. on December 18, 2012 to U.S. Bank National Association	Incorporated herein by reference to Exhibit 4.3 to Peoples' December 21, 2012 Form 8-K
4.5	Negative Pledge Agreement, dated December 18, 2012 between Peoples Bancorp Inc. and U.S. Bank National Association	Incorporated herein by reference to Exhibit 4.4 to Peoples' December 21, 2012 Form 8-K
5.1	Opinion of Dinsmore & Shohl LLP regarding the legality of the securities being registered	Filed herewith
10.1(a)	Peoples Bancorp Inc. Second Amended and Restated Deferred Compensation Plan for Directors of Peoples Bancorp Inc. and Subsidiaries (Amended and Restated Effective December 11, 2008)*	Incorporated herein by reference to Exhibit 10.1(a) to Peoples' 2008 Form 10-K
10.1(b)	First Amendment to the Second Amended and Restated Deferred Compensation Plan for Directors of Peoples Bancorp Inc. and Subsidiaries (Amended Effective October 25, 2012)*	Incorporated herein by reference to Exhibit 10.2 to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2012 (File No. 0-16772) ("Peoples' September 30, 2012 Form 10-Q")
10.1(c)	Rabbi Trust Agreement, made January 6, 1998, between Peoples Bancorp Inc. and The Peoples Banking and Trust Company (predecessor to Peoples Bank, National Association) as Trustee*	Incorporated herein by reference to Exhibit 10.1(c) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2007 (File No. 0-16772)
10.2	Peoples Bancorp Inc. Amended and Restated Incentive Award Plan (Amended and Restated Effective December 11, 2008) [Effective for the fiscal year ended December 31, 2009]*	Incorporated herein by reference to Exhibit 10.2 of Peoples' 2008 Form 10-K
10.3	Summary of Incentive Plan for Executive Officers and other employees of Peoples Bancorp Inc. [Effective for the fiscal year ended December 31, 2010]*	Incorporated herein by reference to Exhibit 10.2(b) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2009 (File No. 0-16772) ("Peoples' 2009 Form 10-K")
10.4	Summary of Peoples Bancorp Inc. Annual Incentive Program for Executive Officers and other employees of Peoples Bancorp Inc. [Effective for the fiscal year beginning January 1, 2012]*	Incorporated herein by reference to Exhibit 10.2(c) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2011 (File No. 0-16772) ("Peoples' 2011 Form 10-K")
10.5	Summary of Peoples Bancorp Inc. Long Term Incentive Program for Executive Officers and other employees of Peoples Bancorp Inc. [Effective for the fiscal year beginning January 1, 2012]*	Incorporated herein by reference to Exhibit 10.2(d) to Peoples' 2011 Form 10-K
10.6	Peoples Bancorp Inc. 1995 Stock Option Plan.*	Incorporated herein by reference to Exhibit 4 to Peoples' Registration Statement on Form

		S-8 filed May 24, 1995 (Registration Statement No. 33-59569)
10.7	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to non-employee directors of Peoples under Peoples Bancorp Inc. 1995 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(k) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 1995 (File No. 0-16772) ("Peoples' 1995 Form 10-K")
10.8	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to non-employee directors of Peoples' subsidiaries under Peoples Bancorp Inc. 1995 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(l) to Peoples' 1995 Form 10-K
10.9	Form of Stock Option Agreement used in connection with grant of incentive stock options under Peoples Bancorp Inc. 1995 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(m) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 1998 (File No. 0-16772) ("Peoples' 1998 Form 10-K")
10.10	Peoples Bancorp Inc. 1998 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10 to Peoples' Registration Statement on Form S-8 filed September 4, 1998 (Registration Statement No. 333-62935)
10.11	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to non-employee directors of Peoples under Peoples Bancorp Inc. 1998 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(o) to Peoples' 1998 Form 10-K

10.12	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to consultants/advisors of Peoples under Peoples Bancorp Inc. 1998 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(p) to Peoples' 1998 Form 10-K
10.13	Form of Stock Option Agreement used in connection with grant of incentive stock options under Peoples Bancorp Inc. 1998 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(o) to Peoples' Annual Report on Form 10-Kfor the fiscal year ended December 31, 1999 (File No. 0-16772)
10.14	Peoples Bancorp Inc. 2002 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10 to Peoples' Registration Statement on Form S-8 filed April 15, 2002 (Registration Statement No. 333-86246)
10.15	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to non-employee directors of Peoples under Peoples Bancorp Inc. 2002 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(r) to Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2002 (File No. 0-16772) ("Peoples' 2002 Form 10-K")
10.16	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to directors of Peoples' subsidiaries under Peoples Bancorp Inc. 2002 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(s) to Peoples' 2002 Form 10-K
10.17	Form of Stock Option Agreement used in connection with grant of non-qualified stock options to employees of Peoples under Peoples Bancorp Inc. 2002 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(t) to Peoples' 2002 Form 10-K
10.18	Form of Stock Option Agreement used in connection with grant of incentive stock options under Peoples Bancorp Inc. 2002 Stock Option Plan.*	Incorporated herein by reference to Exhibit 10(u) to Peoples' 2002 Form 10-K
10.19	Summary of Perquisites for Executive Officers of Peoples Bancorp Inc.*	Incorporated herein by reference to Exhibit 10.19 to Peoples' 2013 Form 10-K
10.20	Summary of Base Salaries for Executive Officers of Peoples Bancorp Inc.*	Incorporated herein by reference to Exhibit 10.20 to Peoples' 2013 Form 10-K
10.21	Summary of Compensation for Directors of Peoples Bancorp Inc.*	Incorporated herein by reference to Exhibit 10.21 to Peoples' 2013 Form 10-K
10.22	Peoples Bancorp Inc. Second Amended and Restated 2006 Equity Plan (approved by shareholders on April 25, 2013; sometimes referred to as "Peoples Bancorp Inc. 2006 Equity Plan")*	Incorporated herein by reference to Exhibit 10.1 to Peoples' Current Report on Form 8-K dated and filed on April 26, 2013 (File No. 0-16772)
10.23	Form of Peoples Bancorp Inc. 2006 Equity Plan Nonqualified Stock Option Agreement used and to be used to evidence grant of nonqualified stock option to non-employee directors of Peoples Bancorp Inc.*	Incorporated herein by reference to Exhibit 10(c) of Peoples' Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2006 (File No. 0-16772)
10.24	Form of Peoples Bancorp Inc. 2006 Equity Plan Restricted Stock Agreement for employees used and to be used to evidence awards of restricted stock granted to employees of Peoples Bancorp Inc.*	Incorporated herein by reference to Exhibit 10.29 of Peoples' Annual Report on Form 10-K for the fiscal year ended December 31, 2006 (File No. 0-16722) ("Peoples' 2006 Form 10-K")
10.25	Form of Peoples Bancorp Inc. 2006 Equity Plan SAR Agreement for employees used and to be used to evidence awards of stock appreciation rights granted to employees	Incorporated herein by reference to Exhibit 10.31 of Peoples' 2006 Form 10-K

	of Peoples Bancorp Inc.*	
10.26	Peoples Bancorp Inc. Second Amended and Restated 2006 Equity Plan Time-Based Restricted Stock Award Agreement (for Executives) to be used for grants on and after June 27, 2013	Incorporated herein by reference to Exhibit 10.2 to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2013 (File No. 0-16772) ("Peoples' June 30, 2013 Form 10-Q")
10.27	Peoples Bancorp Inc. Second Amended and Restated 2006 Equity Plan Time-Based Restricted Stock Award Agreement (for Non-Employee Directors) to be used for grants on and after June 27, 2013	Incorporated herein by reference to Exhibit 10.3 to Peoples' June 30, 2013 Form 10-Q
10.28	Peoples Bancorp Inc. Nonqualified Deferred Compensation Plan (adopted effective July 25, 2013)	Incorporated herein by reference to Exhibit 10.4 to Peoples' June 30, 2013 Form 10-Q
10.29	Peoples Bancorp Inc. Second Amended and Restated 2006 Equity Plan Performance-Based Restricted Stock Award Agreement (for Executives) to be used for grants on and after July 25, 2013	Incorporated herein by reference to Exhibit 10.5 to Peoples' June 30, 2013 Form 10-Q
10.30	Amended and Restated Change in Control Agreement, between Peoples Bancorp Inc. and Carol A. Schneeberger (amended and restated effective December 11, 2008)*	Incorporated herein by reference to Exhibit 10.21 to Peoples' 2008 Form 10-K
10.31	Amended and Restated Change in Control Agreement, between Peoples Bancorp Inc. and Edward G. Sloane (amended and restated effective December 11, 2008)*	Incorporated herein by reference to Exhibit 10.34 to Peoples' 2008 Form 10-K

10.32	Change in Control Agreement between Peoples Bancorp Inc. and Daniel K. McGill (adopted September 14, 2009)*	Incorporated herein by reference to Exhibit 10.1 to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2009 (File No. 0-16722)
10.33	Change in Control Agreement between Peoples Bancorp Inc. and Richard W. Stafford (adopted February 8, 2010)*	Incorporated herein by reference to Exhibit 10.31 to Peoples' 2009 Form 10-K
10.34	Change in Control Agreement between Peoples Bancorp Inc. and Timothy H. Kirtley (adopted August 29, 2011).*	Incorporated herein by reference to Exhibit 10.1 to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2011 (File No. 0-16772)
10.35	Change in Control Agreement between Peoples Bancorp Inc. and Charles W. Sulerzyski (adopted April 4, 2011).*	Incorporated herein by reference to Exhibit 10.2 to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2011 (File No. 0-16772)
10.36	Form of Peoples Bancorp Inc. 2006 Equity Plan Performance-Based Restricted Stock Agreement for employees used and to be used to evidence awards of performance-based restricted stock granted to employees of Peoples Bancorp Inc. *	Incorporated herein by reference to Exhibit 10.8 to Peoples' Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011 (File No. 0-16772)
10.37	Form of Peoples Bancorp Inc. Amended and Restated 2006 Equity Plan Performance-Based Restricted Stock Agreement for executives used to evidence awards of performance-based restricted stock granted to executives of Peoples Bancorp Inc. (from January 1, 2012 to July 24, 2013)*	Incorporated herein by reference to Exhibit 10.41 to Peoples' 2011 Form 10-K
10.38	Form of Peoples Bancorp Inc. Amended and Restated 2006 Equity Plan Time-Based Restricted Stock Agreement for executives used to evidence awards of time-based restricted stock granted to executives of Peoples Bancorp Inc. (from January 1, 2012 to June 26, 2013)*	Incorporated herein by reference to Exhibit 10.43 to Peoples' 2011 Form 10-K
10.39	Form of Peoples Bancorp Inc. Amended and Restated 2006 Equity Plan Time-Based Restricted Stock Award Agreement for executives used and to be used to evidence awards of time-based restricted stock granted to executives of Peoples Bancorp Inc. *	Incorporated herein by reference to Exhibit 10.1 to Peoples' September 30, 2012 Form 10-Q
21.1	Subsidiaries of Peoples Bancorp Inc.	Incorporated herein by reference to Exhibit 21 to Peoples' 2013 Form 10-K
23.1	Consent of Independent Registered Public Accounting Firm - Ernst & Young LLP	Filed herewith
23.2	Consent of Dinsmore & Shohl LLP	Included as part of its opinion filed as Exhibit 5.1 and incorporated herein by reference
24.1	Powers of Attorney for Directors and Executive Officers of Peoples Bancorp Inc.	Filed herewith
99.1	Consent of Austin Associates, LLC	Filed herewith
99.2	Form of Proxy Card for Special Meeting of Shareholders of Midwest Bancshares, Inc.	To be filed by amendment

* Management Compensation Plan or Agreement

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