

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

May 1, 2026
Date of Report (date of earliest event reported)

Burke & Herbert Financial Services Corp.
(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation or organization)

001-41633
(Commission File Number)

92-0289417
(I.R.S. Employer Identification Number)

100 S. Fairfax Street
Alexandria, VA 22314
(Address of principal executive offices and zip code)
(703) 666-3555
(Registrant's telephone number, including area code)

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

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

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.50	BHRB	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

Emerging growth company ☐

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

Item 2.01 - Completion of Acquisition or Disposition of Assets

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

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

Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each LNKB share of common stock, par value \$0.01 per share (“LNKB Common Stock”) issued and outstanding immediately prior to the Effective Time, other than certain shares held by Burke & Herbert and LNKB, was converted into the right to receive 0.1350 shares (the “Exchange Ratio”) of common stock, par value \$0.50 per share, of Burke & Herbert (“Burke & Herbert Common Stock,” and such shares, the “Merger Consideration”). Holders of LNKB Common Stock will receive cash in lieu of fractional shares of Burke & Herbert Common Stock in accordance with the terms of the Merger Agreement. The total aggregate consideration payable in the Merger was approximately 5,102,855 shares of Burke & Herbert Common Stock. The issuance of shares of Burke & Herbert Common Stock in connection with the Merger was registered under the Securities Act of 1933, as amended (the “Securities Act”) pursuant to the Registration Statement on Form S-4 (File No. 333-292956), initially filed by Burke & Herbert with the Securities and Exchange Commission (the “SEC”) on January 26, 2026, and as amended and declared effective on January 30, 2026 (the “Registration Statement”).

Treatment of LNKB Equity-Based Awards

Each time-vesting restricted share of LNKB Common Stock granted under LNKB’s equity incentive plans (the “LNKB Stock Plans”) that was outstanding and unvested immediately prior to the Effective Time, fully vested and received the treatment set forth in the Merger Agreement applicable to shares of LNKB Common Stock, subject to applicable tax withholding as provided in the LNKB Stock Plans and applicable award agreements.

Also pursuant to the Merger Agreement, each outstanding and unsettled restricted stock unit award granted in respect of LNKB Common Stock under the LNKB Stock Plans (each, an “LNKB RSU”), without any required action on the part of LNKB or any holder of such LNKB RSUs, fully vested (if unvested) and was canceled and automatically converted into the right to receive, with respect to each share of LNKB Common Stock underlying the LNKB RSU, the Merger Consideration, as if such LNKB RSU had been settled in shares of LNKB Common Stock immediately prior to the Effective Time, subject to applicable tax withholding as provided in the LNKB Stock Plans and applicable award agreements.

Furthermore, pursuant to the Merger Agreement, at the Effective Time, each stock option in respect of shares of LNKB Common Stock granted under the LNKB Stock Plans (each such stock option, an “LNKB Option”) that was outstanding immediately prior to the Effective Time, was assumed by Burke & Herbert (such LNKB Option, an “Assumed Option”) and converted into a stock option exercisable for (subject to achievement of the applicable time-based vesting conditions based on service after the Closing Date to Burke & Herbert) a number of shares of Burke & Herbert Common Stock equal to the number of shares of LNKB Common Stock underlying the LNKB Option immediately prior to the Effective Time multiplied by the Exchange Ratio, rounded down to the nearest whole share, with an exercise price per share of Burke & Herbert Common Stock equal to the exercise price applicable to the underlying LNKB Option immediately prior to the Effective Time divided by the Exchange Ratio, rounded up to the nearest cent. Each Assumed Option shall continue to have, and shall be subject to, the same terms and conditions as applied to the corresponding LNKB Option immediately prior to the Effective Time.

Treatment of LNKB Warrants

Upon the terms and subject to the conditions of the Merger Agreement, at the Effective Time, each warrant to acquire shares of LNKB Common Stock (each such warrant, an “LNKB Warrant”) that was outstanding immediately prior to the Effective Time was converted into a warrant exercisable for a number of shares of Burke & Herbert Common Stock equal to the number of shares of LNKB Common Stock underlying the LNKB Warrant immediately prior to the Effective Time multiplied by the Exchange Ratio, rounded down to the nearest whole share. Such warrants have an exercise price per share of Burke & Herbert Common Stock equal to the exercise price applicable to the underlying LNKB Warrant immediately prior

to the Effective Time divided by the Exchange Ratio, rounded up to the nearest cent, and will otherwise continue to have, and shall be subject to, the same terms and conditions as applied to the underlying LNKB Warrant immediately prior to the Effective Time.

Certain Governance Matters

The Merger Agreement provides that, prior to the Effective Time, each of Burke & Herbert and Burke & Herbert Bank will take certain actions regarding governance matters to take effect as of the Effective Time related to Burke & Herbert as the surviving corporation and Burke & Herbert Bank as the continuing bank. These include the appointment of two members of the LNKB board of directors to the board of directors of Burke & Herbert as the surviving corporation, each of whom would qualify as an “independent director” pursuant to the listing standards of the Nasdaq Stock Market LLC as mutually agreed by Burke & Herbert and LNKB (the “LNKB Continuing Directors”). The Merger Agreement also provided for the appointment of three members to the board of directors of Burke & Herbert Bank as the continuing bank, two of whom shall be the LNKB Continuing Directors, and one of whom shall be the current Chief Executive Officer of LNKB and Link, Andrew Samuel (the “LINKBANK Continuing Directors”).

Therefore, pursuant to the Merger Agreement, each of Burke & Herbert and Burke & Herbert Bank, effective as of the Effective Time, took such actions as necessary to appoint the LNKB Continuing Directors and the LINKBANK Continuing Directors. See “Item 5.02 - Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers” and “Item 5.03 –Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year,” in this Current Report on Form 8-K for additional details on the appointment of the LNKB Continuing Directors.

The officers of Burke & Herbert as of immediately prior to the Effective Time shall be the officers of Burke & Herbert as the surviving corporation at the Effective Time.

As of the Effective Time, Andrew Samuel, the Chief Executive Officer of LNKB, joined Burke & Herbert Bank as Senior Advisor; Carl Lundblad, the President of LNKB, joined Burke & Herbert and Burke & Herbert Bank as Executive Vice President and Chief Operating Officer; and Brent Smith, the President of Link, joined Burke & Herbert Bank as Executive Vice President, Pennsylvania Market Leader. At the Effective Time, the previously disclosed employment agreements with each of Mr. Samuel, Mr. Lundblad and Mr. Smith, became effective.

The foregoing description of the Merger and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.02 - Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Appointment of Directors

In accordance with the terms of the Merger Agreement, and as previously disclosed, as of the Effective Time, the Burke & Herbert board of directors appointed current LNKB directors Diane Poillon and Kristen Snyder to the board of the surviving corporation as the LNKB Continuing Directors.

Additional details concerning the appointment of Ms. Poillon and Snyder as the LNKB Continuing Directors and biographical information related to the LNKB Continuing Directors can be found in the Current Report on Form 8-K filed by Burke & Herbert with the SEC on March 13, 2026, and are incorporated by reference herein.

Appointment of Chief Operating Officer

As of the Effective Time, Carl Lundblad, the current president of LNKB, joined Burke & Herbert and Burke & Herbert Bank as Executive Vice President and Chief Operating Officer, the principal operating officer of Burke & Herbert. Mr. Lundblad, age 55, has served as LNKB’s President since 2019. He was also the Chief Risk Officer from 2019 until May 2024. Mr. Lundblad has more than 25 years of strategic, legal and operational leadership experience in the financial services industry, including as Executive Vice President and Chief Legal and Administrative Officer of Susquehanna Bancshares, Inc. from 2012 to 2015, up to and including the successful acquisition of Susquehanna by BB&T Corporation (now Truist Financial Corporation). Prior thereto, he served as Executive Vice President and General Counsel of Graystone Bank and Tower Bancorp, Inc. from 2007 to 2012. Previously, he was a partner and manager of the Banking & Securities practice at the law

firm of Rhoads & Sinon LLP. From 2016 to 2019, Mr. Lundblad served as Chief Executive Officer of Ten Thousand Villages, a nonprofit fair-trade retail and wholesale organization. There are no family relationships between Mr. Lundblad and any director or executive officer of Burke & Herbert.

On December 18, 2025, Mr. Lundblad entered into an employment agreement with Burke & Herbert Bank (the “Employment Agreement”), to be effective upon the consummation of the Merger at the Effective Time. The Employment Agreement provides for Mr. Lundblad’s employment as Executive Vice President of Burke & Herbert Bank. It provides for an initial two year term that will automatically renew for additional two year terms unless Burke & Herbert Bank provides written notice of non renewal at least 90 days prior to the expiration of the then-current term or the agreement is otherwise terminated in accordance with its terms.

The Employment Agreement provides for an annual base salary of \$494,400. Mr. Lundblad will have the opportunity to earn an annual incentive with a target amount not less than 60% of his base salary for each performance year, with actual awards determined by Burke & Herbert Bank in its discretion based on applicable performance criteria. In connection with the merger, Mr. Lundblad is entitled to a one-time cash payment of \$1,146,074, which is, in part, consideration for entering into and complying with his Restrictive Covenant Agreement (described below). Mr. Lundblad is also entitled to receive a restricted stock unit award in connection with the consummation of the merger, which will generally vest in two equal installments on the first and second anniversaries of May 15, 2026, subject to continued employment and certain accelerated vesting provisions upon qualifying terminations of employment. The number of restricted stock units subject to the award will be calculated by dividing \$617,117 by the average closing price of Burke & Herbert’s Common Stock on the five trading days following the merger.

Under his Employment Agreement, Mr. Lundblad is entitled to participate in Burke & Herbert Bank’s employee benefit plans on the same basis as similarly situated employees of Burke & Herbert Bank and is entitled to at least 30 days of paid time off per full calendar year (pro rated for partial years), with unused accrued paid time off generally payable upon termination of employment. He will also continue to be provided with the use of a company owned automobile and with payment of country club dues. In addition, the Employment Agreement provides for indemnification arrangements and directors’ and officers’ liability insurance coverage for Mr. Lundblad in connection with any service as an officer, in each case subject to applicable law.

If Burke & Herbert Bank terminates Mr. Lundblad’s employment without “Just Cause,” or if he resigns for “Good Reason” (as such terms are defined in his Employment Agreement) during the term of the agreement, then, subject to the execution and non revocation of a release of claims, he will be entitled to a lump sum cash severance payment. If the termination occurs on or prior to May 1, 2027, such lump sum cash severance payment will be equal to one half of the sum of (A) his annual base salary and (B) an amount equal to 60% of his base salary. If the termination occurs after May 1, 2027, such lump sum cash severance payment will be equal to the sum of (A) his annual base salary and (B) an amount equal to 60% of his base salary. In addition, under the Employment Agreement, any unvested portion of the restricted stock unit award granted in connection with the merger will vest in full upon such a qualifying termination.

The Employment Agreement includes a net best provision, so that in the event Mr. Lundblad is entitled to excess parachute payments under Section 280G of the Internal Revenue Code, the payments will be reduced so that they fall below the Section 280G threshold, or will be paid in full even though they will trigger an excise tax, whichever result is better for Mr. Lundblad on an after tax basis. Under the Employment Agreement, Mr. Lundblad agrees to comply with and be bound by Burke & Herbert and Burke & Herbert Bank’s policies, including any clawback policies applicable to incentive compensation and equity awards.

As a condition of the Employment Agreement, Mr. Lundblad entered into a Non Disclosure and Restrictive Covenant Agreement (the “Restrictive Covenant Agreement”), and he will receive \$1,000 of additional consideration in connection therewith. The Restrictive Covenant Agreement contains non disclosure and non disparagement provisions and non competition and non solicitation covenants. The non competition and customer and employee non solicitation covenants apply for 18 months following termination of Mr. Lundblad’s employment. The Restrictive Covenant Agreement also provides that, if Mr. Lundblad materially breaches certain of these post employment covenants within a specified period following the Merger, he will forfeit, and may be required to repay, some or all of the cash payments payable in connection with the Merger and any severance payments otherwise payable under his Employment Agreement.

The foregoing summary and description of the Employment Agreement and Restrictive Covenant Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement and the

Restrictive Covenant Agreement, which are filed with this Current Report on Form 8-K as Exhibit 10.1 and 10.2, respectively, and incorporated herein by reference.

In connection with Mr. Lundblad's appointment as Chief Operating Officer of Burke & Herbert and Burke & Herbert Bank, Joseph Hager, the current Chief Operating Officer of Burke & Herbert and Burke & Herbert Bank, will no longer serve as Burke & Herbert's principal operating officer. Mr. Hager's employment with Burke & Herbert and Burke & Herbert Bank will continue in his new role of Chief Operations Officer.

Except with respect to Mr. Lundblad and Mr. Hager, the officers of Burke & Herbert and Burke & Herbert Bank as of immediately prior to the Effective Time are the officers of Burke & Herbert as the surviving corporation and Burke & Herbert Bank as the continuing Bank at the Effective Time.

Appointment of Chief Financial Officer

On May 1, 2026, Burke & Herbert announced the appointment of Kirtan Parikh as its Executive Vice President and Chief Financial Officer, effective July 1, 2026. Mr. Parikh's appointment is in conjunction with the previously announced retirement of H. Charles Maddy, III as the President of Burke & Herbert and Burke & Herbert Bank, effective June 30, 2026, and the anticipated appointment of Roy E. Halyama, Burke & Herbert's current Executive Vice President and Chief Financial Officer, as the President of Burke & Herbert and Burke & Herbert Bank at the organizational meeting of the Board following the 2026 annual meeting of shareholders to be held on June 18, 2026.

Mr. Parikh, age 44, is an accomplished finance and accounting operations leader with over twenty years of professional experience. Mr. Parikh currently serves as Burke & Herbert's Director of Strategy and served in the additional role of Interim Chief Accounting Officer from December 3, 2024 to April 21, 2025. Mr. Parikh previously served as Burke & Herbert's Senior Vice President and Chief Accounting Officer from April 6, 2021 until the merger of Burke & Herbert and Burke & Herbert Bank with Summit Financial Group, Inc. and Summit Community Bank, Inc., respectively, which occurred on May 3, 2024.

From 2015 to 2021, Mr. Parikh was a senior manager at Deloitte. In addition, Mr. Parikh spent two years at the Office of the Comptroller of Currency in Washington, DC as a Professional Accounting Fellow. He is a graduate of Boston University where he earned a Bachelor of Science in Business Administration, with concentrations in Finance and Accounting and minor in Economics. He also completed the Chief Strategy Officer Program from Wharton Executive Education in June 2025. He is a Certified Public Accountant in the Commonwealth of Virginia and is a Chartered Financial Analyst®.

No family relationship exists between Mr. Parikh and any of Burke & Herbert's directors or executive officers. There are no arrangements or understandings between Mr. Parikh and any other person pursuant to which Mr. Parikh was appointed as an officer of Burke & Herbert, nor are there any transactions to which Burke & Herbert is or was a participant and in which Mr. Parikh had or will have a direct or indirect material interest subject to disclosure under Item 404(a) of Regulation S-K.

Item 5.03 - Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Immediately prior to the Effective Time, the Burke & Herbert board of directors amended and restated Burke & Herbert's bylaws to remove the range of the number of directors that may serve on the board and permit the board of directors to establish, increase, or decrease the number of directors, subject to and in accordance with the Burke & Herbert's articles of incorporation, as amended. The board also increased the size of the board to seventeen directors.

The foregoing description of the amended and restated bylaws does not purport to be complete and is qualified in its entirety by reference to the full text of the amended and restated, which are filed as Exhibit 3.1 to this Current Report on Form 8-K and are incorporated by reference herein.

Item 8.01 - Other Events

On May 1, 2026, Burke & Herbert issued a press release announcing the completion of the Merger and the Bank Merger, a copy of which is filed as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 - Financial Statements and Exhibits

(a) Financial statements of businesses acquired.

The financial information required by this Item 9.01(a) of Form 8-K will be filed by an amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K was required to be filed.

(b) Pro forma financial information.

The pro forma financial information required by this Item 9.01(b) of Form 8-K will be filed by an amendment to this Current Report on Form 8-K no later than 71 calendar days after the date on which this Current Report on Form 8-K was required to be filed.

(c) Shell company transactions. None.

(d) The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of December 18, 2025, by and between Burke & Herbert Financial Services Corp. and LINKBANCORP, Inc. (incorporated by reference to Exhibit 2.1 of Burke & Herbert's Current Report on Form 8-K filed December 18, 2025).
3.1*	Amended and Restated Bylaws of Burke & Herbert Financial Services Corp.
10.1*	Employment Agreement dated December 18, 2025 by and between Burke & Herbert Bank & Trust Company and Carl Lundblad
10.2*	Non-Disclosure and Restrictive Covenant Agreement dated December 18, 2025 by and between Burke & Herbert Bank & Trust Company and Carl Lundblad
99.1*	Press Release, dated May 1, 2026
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Filed herewith

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized on this 1st day of May, 2026.

Burke & Herbert Financial Services Corp.

By: /s/ Roy E. Halyama

Name: Roy E. Halyama

Title: Executive Vice President, CFO

AMENDED & RESTATED
BYLAWS
OF
BURKE & HERBERT FINANCIAL SERVICES CORP.

Effective as May 1, 2026

**ARTICLE I
OFFICES**

SECTION 1. Principal Office. The principal office of the Corporation shall be located at the Main Office at the southeast intersection of King Street and Fairfax Street in the City of Alexandria, Virginia. The Board of Directors shall have the power and authority to change the location of the principal office and to establish and maintain branch offices at any other location as allowed by law.

SECTION 2. Registered Office. The Registered Office of the Corporation, as required by law to be maintained in the Commonwealth of Virginia, shall be 100 South Fairfax Street, Alexandria, Virginia 22314. The Board of Directors shall have the power and authority to change the location of the Registered Office as allowed by law.

**ARTICLE II
SHAREHOLDERS' MEETINGS**

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held at such time and place fixed by the Board of Directors. The purpose of the annual meeting shall be to elect Directors and to transact such other business as may come before the meeting. In the event of exigent and unforeseen circumstances, the Board of Directors may determine that any meeting of shareholders may be held solely by means of remote communication, including, but not limited to, telephonically, with or without video, or with or without other electronic assistance. Participation as a shareholder by means of remote communication shall be subject to such guidelines and procedures as the Board of Directors adopts, subject to the provisions of the Code of Virginia.

SECTION 2. Special Meeting. Special meetings of the shareholders may be called by resolution of the Board of Directors, the Chair of the Board of Directors, or the Chief Executive Officer.

SECTION 3. Presiding Officer; Conduct. The Chair of the Board shall preside at all meetings of the shareholders. In the absence of the Chair, the Vice-Chair, or in the absence of the Vice-Chair, the Lead Independent Director (if any), shall be the Presiding Officer. In the absence of the Chair, the Vice-Chair and the Lead Independent Director, the Chief Executive Officer shall be the Presiding Officer. In the absence of the Chair, Vice-Chair, the Lead Independent

Director and the Chief Executive Officer, the Directors shall elect a presiding officer *pro tempore*. If the Secretary is not present, the Presiding Officer shall appoint a Secretary of the meeting. The Presiding Officer may appoint one or more inspectors of the election to determine the qualification of voters, the validity of proxies, and the results of ballots. The Presiding Officer shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such officer, are appropriate for the proper conduct of the meeting.

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting (unless a different time is required by statute) by mail to each Shareholder of record entitled to vote at such meeting. Such notice shall be deemed to have been given when deposited in the United States mail, addressed to the Shareholder at the address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

Without limiting the manner by which notice otherwise may be given effectively to shareholders, any notice to shareholders given by the Corporation, under any provision of the Code of Virginia, 1950, as amended, the Articles of Incorporation or these Bylaws, shall be effective if given by a form of electronic transmission consented to by the shareholder to whom the notice is given. Any such consent shall be revocable by the shareholder by written notice to the Corporation.

SECTION 5. Closing the Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the resolution of the Board of Directors calling the meeting of the shareholders or declaring such dividend, as the case may be, shall establish the record date for such determination of shareholders; provided, that in no event shall such date be more than seventy (70) days prior to the date proposed for such meeting or dividend declaration.

SECTION 6. Quorum. A majority of the outstanding Common Stock of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Once a share is represented as present at a meeting, either in person or by proxy, it is deemed present for quorum purposes for the remainder of the meeting and for adjournment of that meeting unless a new date is set of record for adjournment of that meeting.

SECTION 7. Manner of Acting. The affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of greater number or voting by classes is required by statute or the Articles of Incorporation.

SECTION 8. Proxies. At all meetings of shareholders, a shareholder may vote by proxy on a document executed by the shareholder or a duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting.

SECTION 9. Shareholder Proposals.

(a) For any shareholder proposal to be presented in connection with an annual meeting of shareholders of the Corporation, including any nomination or proposal relating to the nomination of a director to be elected to the Board of Directors of the Corporation, the shareholders must have given timely notice thereof in writing to the Secretary of the Corporation.

(b) To be timely, a shareholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days or more than one hundred twenty (120) days prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is changed by more than thirty (30) days from such anniversary date, notice by the shareholder to be timely must be so delivered not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the tenth day following the day on which notice of the date of annual meeting was mailed or public announcement of the date of such meeting is first made. No adjournment or postponement of an annual meeting shall commence a new period for the giving of notice of a shareholder proposal hereunder.

(c) Such shareholder's notice shall set forth: (i) as to each person whom the shareholder proposes to nominate for election or reelection as a director, such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (ii) as to any other business that the shareholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such shareholder and of the beneficial owner, if any, on whose behalf the nomination or proposal is made, (A) the name and address of such shareholder, as they appear on the Corporation's books, and of such beneficial owner and (B) the class and number of shares of stock of the Corporation which are owned beneficially and of record by such shareholders and such beneficial owner; and (iii) a written representation and agreement (in the form provided by the Corporation upon written request) that the shareholder is not and will not become a party to any written or oral agreement, arrangement or understanding with any other party or shareholder regarding the subject matter of the shareholder's proposal.

SECTION 10. Adjournments. A majority of the votes entitled to be cast at any meeting, represented in person or by proxy, even though less than a quorum, may adjourn the meeting to a fixed time and place or by remote communication. The presiding officer of a meeting may adjourn or recess any meeting of shareholders, at any time or for any reason, without a vote of the shareholders.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, and, except as otherwise expressly provided by applicable law or the Articles of Incorporation, all of the powers of the Corporation shall be vested in the Board of Directors.

SECTION 2. Number and Tenure. At any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, a majority of the entire Board of Directors may establish, increase or decrease the number of directors, subject to and in accordance with the Corporation's Articles of Incorporation, as amended. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director. The Directors shall be elected annually by the shareholders for a term to expire at the next annual meeting of the shareholders and will serve until their successors are elected and qualified.

SECTION 3. Election of Directors.

(a) Except as otherwise specified in the Articles of Incorporation or these Bylaws or provided by applicable law, a nominee for director shall be elected to the Board of Directors at any meeting of shareholders at which a quorum is present if the votes cast for such nominee's election exceed the votes cast against such nominee's election; provided, however, that nominees for director shall be elected by a plurality of the votes cast at any meeting of shareholders for which the number of nominees exceeds the number of directors to be elected. If directors are to be elected by a plurality of the votes cast, the shareholders shall not be permitted to vote against a nominee. If a nominee for director who is an incumbent director is not re-elected to the Board of Directors in accordance with the voting requirements stated above and no successor has been elected at such meeting of shareholders, such director must promptly tender his or her written offer of resignation in accordance with the Corporation's Director Resignation Policy.

(b) Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible for election as Directors. Nominations of persons for election to the Board of Directors of the Corporation may be made by or at the direction of the Board of Directors, or by any shareholder of the Corporation entitled to vote for the election of Directors who complies with the notice procedures set forth in Article II, Section 9 of these Bylaws.

SECTION 4. Director Eligibility. No person who is age 75 or older shall be eligible to serve on the Board of Directors after the annual meeting of shareholders following his or her 75th birthday; *provided, however* that the Board of Directors may, upon a majority vote thereof and with the written consent of the director, grant one or more one-year extensions of any director's term beyond his or her 75th birthday.

SECTION 5. Regular Meetings. An annual meeting of the Board of Directors shall be held, without other notice than this Bylaw, at its next meeting following the annual meeting of shareholders. Regular meetings of the Directors shall be held quarterly at such time and place as determined by the Board of Directors; *provided* that the Independent Directors (as such term is defined by Rule 5605(a)(2) of the NASDAQ Stock Market Corporate Governance Requirements) shall meet in executive session at least twice per year and be presided over by the Chair of the Board or, if the Chair is not an Independent Director, by the Lead Independent Director (if any).

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair, the Lead Independent Director (if any), or by order of a majority of the Directors of the Corporation. Such special meetings shall be held upon one (1) day prior notice to all Directors. Such notice shall state the purpose, time and location of the meeting.

SECTION 7. Presiding Officer. The Chair of the Board shall preside at all meetings of the Board of Directors. In the absence of the Chair, the Vice-Chair, or in the absence of the Vice-Chair, the Lead Independent Director (if any), shall be the Presiding Officer. In the absence of the Chair, the Vice-Chair, and the Lead Independent Director, the Chief Executive Officer shall be the Presiding Officer. In the absence of the Chair, Vice-Chair, the Lead Independent Director, and the Chief Executive Officer, the Directors shall elect a presiding officer *pro tempore*.

SECTION 8. Lead Independent Director. At any time during which the Chair is not an Independent Director (as determined by the Board of Directors), the Independent Directors of the Board of Directors may appoint an Independent Director that is a member of the Board of Directors to serve as the "Lead Independent Director" and such Lead Independent Director shall perform such duties and have such other powers as the Board of Directors shall designate from time to time. The Lead Independent Director shall be subject to election annually and in no event less frequently than every fifteen months.

SECTION 9. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 10. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except that no plan of merger or share exchange or any direct or indirect sale, lease, exchange or other disposition of all or substantially all of the Corporation's property, otherwise than in the usual and regular course of business, shall be submitted to the shareholders for a vote unless such action is approved by at least two-thirds of the entire Board of Directors. The Board of Directors may permit any or all directors to participate in a meeting of the directors by, or conduct the meeting through the use of, conference telephone or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be deemed to be present in person at the meeting.

SECTION 11. Vacancies. Directors elected to fill a vacancy shall be elected to serve the remaining term of the Director they replace and shall be elected by affirmative vote of a

majority of the total number of Directors. The term of a Director shall expire at the next annual meeting of the shareholders.

SECTION 12. Compensation. Upon the recommendation of the Compensation Committee and by resolution of the Board of Directors, Directors may be paid a retainer fee and a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 13. Action Without A Meeting. Unless otherwise provided by law, any action required to be taken at a meeting of the Directors or any other action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing which sets forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

SECTION 14. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which any corporate action is taken shall be presumed to have assented to the action unless or he or she votes against or abstains from the action taken.

ARTICLE IV COMMITTEES OF THE CORPORATION

SECTION 1. Standing Committees. The following committees are the committees of the Corporation:

Audit
Compensation
Enterprise Risk Management
Nominating & Governance

Membership shall be by recommendation of the Chair to the Nominating & Governance Committee. The Nominating & Governance Committee shall make final recommendations to the Board of Directors for ratification.

SECTION 2. Other Committees. The Board of Directors, by resolution adopted by a majority of the number of Directors serving at the time of such resolution, may establish such other standing or special committees as it deems necessary or appropriate. The Chair may recommend as many special committees (and the membership thereof) to the Board as he or she deems necessary for the successful management and governance of the Corporation.

SECTION 3. Meetings. Regular and special meetings of any Committee established pursuant to this Article may be called and held as directed by the Committee Chair or a majority of the committee members subject to the same requirements with respect to time, place and manner, and notice as are specified in these Bylaws for regular and special meetings of the Board of Directors.

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SECTION 4. Quorum and Manner of Acting. A majority of the members of any Committee serving at the time of any meeting thereof shall constitute a quorum for the transaction of business at such meeting. The action of a majority of those members present at a Committee meeting at which a quorum is present shall constitute the act of the Committee.

SECTION 5. Term of Office. Members of any Committee shall be appointed as provided above and shall hold office for one year unless such office is vacated in accordance with Section 7 hereof.

SECTION 6. Resignation and Removal. Any member of a Committee may resign at any time by giving written notice of his or her intention to do so to the Chair or the Secretary of the Corporation, or may be removed, with or without cause, at any time by such vote of the Board of Directors.

SECTION 7. Vacancies. Any vacancy occurring in a Committee resulting from any cause whatever may be filled by appointment of the Chair and by the vote of a majority of the number of Directors serving at the time of such vote.

SECTION 8. Compensation. Upon the recommendation of the Compensation Committee, the Board of Directors from time to time shall establish the compensation to be paid to Directors for attending committee meetings for which they are members.

ARTICLE V OFFICERS

SECTION 1. Election of Officers / Terms. The officers of the Board of Directors shall include a Chair, and Vice Chair, both of whom must also be Directors of the Board, and a Secretary and Assistant Secretary. The officers of the Corporation shall include a Chief Executive Officer, President, one or more Vice-Presidents (whose seniority and titles, may be specified by the Board of Directors), a Corporate Secretary, a Cashier, a Chief Financial Officer, a Trust Officer and other officers as may from time to time be elected by the Board of Directors. The officers of the Board of Directors and of the Corporation shall be elected at an annual meeting of the Directors that follows the annual meeting of the shareholders and shall hold office until the next annual meeting of the Board of Directors. Any two officers, except for the Chair and the Secretary of the Board of Directors who cannot be combined, may be combined in the same person as the Board of Directors may determine.

SECTION 2. Removal of Officers/Vacancies. Any officer of the Corporation may be removed summarily with or without cause, at any time, by the Board of Directors. Vacancies may be filled by the Board of Directors.

SECTION 3. Duties. The officers of the Corporation shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Directors. The Board of Directors shall designate the Chief Executive Officer and the Chief Financial

Officer at the annual election of the officers. The Board of Directors may require any officer to give such bond for the faithful performance of his or her duties as the Board may see fit. The duties, responsibilities, obligations, and authority of each officer shall be designated by the Board of Directors: (1) by the position; or (2) by act of the Board of Directors designating such duty, responsibility, obligation, and authority to the individual holding such position.

ARTICLE VI CONTRACTS, OBLIGATIONS AND OTHER TRANSACTIONS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

SECTION 2. Other Instruments. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notices or other evidences of indebtedness issued in the name of the Corporation, or documents concerning other transactions, shall be signed by such officer or officers, agent or agents of the Corporation and in such a manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE VII CERTIFICATES FOR SHARES AND THEIR TRANSFERS

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in the forms prescribed by the Board of Directors. All certificates surrendered to the Corporation for transfer shall be cancelled, and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board of Directors may prescribe. Shares of the Corporation may be issued in non-certificated form.

SECTION 2. Transfer of Shares. So long as shares of the Corporation are held in certificated form, all transfers of stock of the Corporation shall be made upon its books by surrender of the certificate for the shares transferred accompanied by an assignment in writing by the transferring shareholder, and may be accomplished either by such shareholder or by his or her duly authorized attorney-in-fact. In case of transfer by attorney, the power of attorney, duly executed and acknowledged, shall be deposited with the Transfer Agent. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. If the shareholders enter into an agreement restricting the transfer of shares, such shares may be transferred on the books of the Corporation only in accordance

with the terms of such agreement to the extent that the Corporate Secretary is provided written notification of such agreement.

ARTICLE VIII DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms, conditions and amounts provided by law or by the Articles of Incorporation of the Corporation.

ARTICLE IX MISCELLANEOUS PROVISIONS

SECTION 1. Seal. The Corporation may have a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of the incorporation, the state of the incorporation and the words "Corporate Seal - Virginia."

SECTION 2. Waiver of Notice. Unless otherwise provided by law, whenever notice is required to be given to any Shareholder or Director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation, a Waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

SECTION 3. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

SECTION 4. Amendment of Bylaws. Unless proscribed by law or the Articles of Incorporation, these Bylaws may be amended or altered at any meeting of the Board of Directors by affirmative vote of a majority of the number of Directors serving at the time of such vote.

SECTION 5. Signatures. Checks, notes, drafts, and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. The signature of any such person may be a facsimile or other electronic form when authorized by the Board of Directors.

SECTION 6. Forum for Adjudication of Disputes. To the fullest extent permitted by law, and unless the Corporation consents in writing to the selection of an alternative forum, the United States District Court for the Eastern District of Virginia, Alexandria Division or, in the event that court lacks jurisdiction to hear such action, the Circuit Court of the City of Alexandria, Virginia, shall be the sole exclusive forum for (i) any derivative action or proceeding brought in the name or right of the Corporation or on its behalf, (ii) any action asserting a claim for breach of a fiduciary duty owed by a director, officer, employee or other agent of the Corporation to the Corporation or the Corporation's shareholders, (iii) any action arising or asserting a claim arising pursuant to any provision of the Virginia Stock Corporation Act (Va. Code Ann. § 13.1-601, et seq.) or any provision of the Articles of Incorporation or these Bylaws or (iv) any action

asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce or determine the validity of the Articles of Incorporation or these Bylaws, in each case subject to such court having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and have consented to the provision in this Section 6.

SECTION 7. Voting of Stock Held. Unless otherwise provided by a vote of the Board of Directors, the Chief Executive Officer may either appoint attorneys to vote any stock of any other corporation owned by this Corporation or may attend any meeting of the holders of stock of such other corporation and vote such shares in person.

SECTION 8. Examination of Books. The Board of Directors, the Chief Executive Officer, or the President, subject to applicable law, shall have the power to determine from time to time whether and to what extent and under what conditions and limitations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the shareholders.

SECTION 9. Construction. In the event of any conflict between the provisions of these Bylaws as in effect from time to time and the provisions of the Articles of Incorporation of the Corporation as in effect from time to time, the provisions of the Articles of Incorporation shall be controlling. As used in these Bylaws, the term “Articles of Incorporation” shall mean the articles of incorporation of the Corporation filed with the Virginia State Corporation Commission pursuant to the Virginia Stock Corporation Act, as amended from time to time. As used herein, unless the context otherwise requires: (i) the terms defined herein shall have the meaning set forth herein for all purposes; (ii) the terms “include,” “includes,” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import; (iii) “writing,” “written” and comparable terms refer to printing, typing, handwriting and other means of reproducing words in a visible form; (iv) “hereof,” “herein,” and comparable terms refer to the entirety of these Bylaws and not to any particular article, section or other subdivision hereof; and (v) references to any gender include references to all genders, and references to the singular include references to the plural and vice versa.

SECTION 10. Redemption of Certain Shares. In accordance with the provisions of Section 13.1-728.7 of Article 14.1 of the Virginia Stock Corporation Act, the Corporation may, but is not required to, redeem shares of its common stock which have been the subject of a control share acquisition (as defined in that Article) under the circumstances set forth in A and B of Section 13.1728.7.

This is to certify that these Bylaws were adopted by the Board of Directors of the Corporation as the Bylaws of the Corporation with an effective date of May 1, 2026.

Dated this 1st day of May, 2026.

By: /s/ David P. Boyle
Name: David P. Boyle
Title: Chief Executive Officer

[Signature page to Amended & Restated Bylaws of Burke & Herbert Financial Services Corp.]

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is dated as of December 18, 2025 (the “Signing Date”) by and between Burke & Herbert Bank & Trust Company, a Virginia community bank (the “Bank”), and Carl Lundblad (“Employee”). This Agreement collectively refers to the Bank and Employee as the “Parties,” and separately may refer to any one of the Parties as a “Party.”

WHEREAS, the Bank is the wholly owned Virginia chartered commercial bank subsidiary of Burke & Herbert Financial Services Corp. (the “Company”);

WHEREAS, on the Signing Date, the Company and LINKBANCORP, Inc., a Pennsylvania corporation (“LNKB”) entered into an agreement and plan of merger (the “Merger Agreement”), under which LNKB will merge with and into the Company (the “Merger”), with the Company being the surviving corporation;

WHEREAS, Employee is presently the President of LNKB;

WHEREAS, based on Employee’s position as a key executive officer of LNKB and as a material inducement for the Company to enter into the Merger Agreement, Employee and the Company have agreed that upon consummation of the Merger, Employee shall become an employee of the Bank under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, upon the other terms and conditions hereinafter provided, and for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Definitions**

In addition to terms defined elsewhere in this Agreement, when used anywhere in this Agreement the following terms shall have the meaning set forth below.

- (a) **“Bank Board”** shall mean the Board of Directors of the Bank.
- (b) **“Bank Entities”** shall mean the Bank, the Company, and any entity directly or indirectly controlling, controlled by, or under common control with the Bank or the Company.
- (c) **“Code”** shall mean the Internal Revenue Code of 1986, as amended, and as interpreted through applicable rulings and regulations, in each case from time to time.
- (d) **“Company Board”** shall mean the Board of Directors of the Company.
- (e) **“Disability”** shall mean Employee’s absence from performance of duties during the Employment Period for 180 days in any twelve-month period (exclusive of any FMLA leave taken by Employee) due to Employee’s physical or mental illness. Evidence of such physical or mental illness shall be certified by a physician licensed to practice in Virginia or Pennsylvania mutually agreeable to both Parties. If there is no agreement on the selection of the physician, the Employer Entity shall select one physician and Employee shall select one physician, and the two physicians shall attempt to mutually agree upon such physical or mental disability. If the two physicians cannot agree, then the two physicians shall

jointly select a third physician, whose opinion on the determination of such physical or mental disability shall control.

(f) **“Employer Entity”** shall mean the Bank.

(g) **“Employment Period”** shall mean Employee’s employment during the Term and, if applicable, each Renewal Term hereunder.

(h) **“Good Reason”** shall mean any of the following events set forth in this definition of “Good Reason,” each without Employee’s prior consent:

(i) a material diminution in Employee’s duties or responsibilities from those duties or responsibilities established after the Effective Time, including the failure to re-appoint Employee to the officer position set forth under Section 3.1, except in connection with Employee’s death, Disability, termination for Just Cause (as hereinafter defined) or voluntary resignation other than for Good Reason;

(ii) a reduction in Employee’s Base Salary or Target Annual Incentive Percentage (except for any reduction that is part of an employee or executive-wide reduction in compensation);

(iii) a material breach of this Agreement by the Employer Entity; or

(iv) the relocation of Employee’s principal place of employment to an office other than the one located in Section 7.1 of this Agreement, and which results in an increase in Employee’s commute by twenty-five (25) miles or more.

For the avoidance of doubt, a material diminution in Employee’s duties or responsibilities from those duties or responsibilities Employee had at LNK B or any of its affiliates before the Effective Time shall not constitute “Good Reason” hereunder.

(i) **“Just Cause”** shall mean Employee’s:

(i) willful act or omission that, in the judgment of Employee’s direct or indirect supervisor or the Bank Board, has caused or will likely cause substantial economic damage to the Bank Entities or substantial injury to the business reputation of the Bank Entities;

(ii) act or acts of dishonesty or fraud intended to result in enrichment or advantage to Employee or a third party at the expense of the Bank Entities or through the use of assets of the Bank Entities (including proprietary or confidential information);

(iii) willful failure (other than due to physical or mental incapacity) to carry out Employee’s duties and responsibilities to the Bank Entities, including any reasonable directions from Employee’s direct or indirect supervisor or the Bank Board, within the standards of performance which could reasonably be expected of an employee working for a banking institution in a similar position, if such willful failure continues for forty-five (45) days or more after written notice of such failure is provided to Employee by the Employer Entity;

(iv) willful failure or refusal (A) to comply with any material term or provision of this Agreement, (B) to adhere to the material terms of such employment-related policies or procedures as have been or may be established by the Bank Entities, or (C) to execute and comply with

the material terms of such instruments as may reasonably be requested by the Bank Entities consistent with the foregoing clauses (A) and (B), including, without limitation, the Bank Entities' rules and policies with respect to conduct and ethics;

(v) conviction or entry of a plea of guilty or nolo contendere or entry into a pretrial diversion program or similar program relating to a felony or any crime involving moral turpitude;

(vi) being subject to an order of a federal or state regulatory agency or a court of competent jurisdiction requiring the termination of Employee's employment with the Bank Entities, unless Employee has appealed such order and such appeal is pending;

(vii) abuse of alcohol or any controlled substance in a manner that materially negatively affects Employee's performance or abilities at the Bank Entities, whether or not such activity constitutes a crime; or

(viii) prohibition from employment with an FDIC-insured institution under applicable federal law.

(j) **"Severance Payment"** shall mean, (i) if the Termination Date occurs on or prior to the first anniversary of the Effective Date, an amount equal to one half (1/2) the sum of Base Salary plus 60% of Base Salary, and (ii) if the Termination Date occurs after the first anniversary of the Effective Date, an amount equal to the Base Salary, plus 60% of Base Salary.

(k) **"Termination Date"** shall mean the date on which Employee ceases to provide services to the Bank or its affiliate as an employee.

ARTICLE 2 EMPLOYMENT PERIOD

2.1 Employer Entity

Employee's employer entity shall be the Bank.

2.2 Term of Agreement

The effectiveness of this Agreement is conditioned upon consummation of the Merger and subject to Employee's continued employment with LNK B until such time. In the event that the Merger Agreement is terminated pursuant to its terms, this Agreement will expire and shall have no further force and effect. Effective upon consummation of the Merger (the "Effective Date"), Employee shall be employed by the Bank, under the terms and conditions of this Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and will continue thereafter for a period of two (2) years. Commencing on the second anniversary of the Effective Date and every two years thereafter, the term of the Agreement will extend for a period of two years, with each additional period a "Renewal Term," unless (a) the Employer Entity provides Employee written notice of non-renewal ("Non-Renewal Notice") at least ninety (90) days prior to the expiration of the then-current Term or Renewal Term, or (b) the Agreement is terminated pursuant to the termination provisions contained in ARTICLE 8 below. If a Non-Renewal Notice is timely delivered to Employee, this Agreement shall terminate at the end of the then-current Term or Renewal Term.

2.3 Annual Performance Evaluation

On a calendar year basis, the Employer Entity shall conduct an annual performance evaluation of Employee, no later than ninety (90) days following each calendar year end during the Employment Period, the results of which will be communicated to Employee.

2.4 Continued Employment Following Expiration of Employment Period

Nothing in this Agreement shall mandate or prohibit a continuation of Employee's employment with the Bank following the expiration of the Employment Period.

ARTICLE 3 POSITION AND DUTIES

3.1 Title; Responsibility

3.2 Employee shall serve as Executive Vice President of the Bank and shall perform such administrative and management services as customarily performed by persons in similar capacities and as may be reasonably assigned from time to time by Employee's direct and indirect supervisors or the Bank Board. During the Employment Period, Employee also agrees to serve, if elected, as an officer, director or trustee of any affiliate of the Bank and the Company and in such capacity to carry out the duties and responsibilities reasonably appropriate to any such position. In entering into this Agreement, Employee expressly waives the right to terminate his employment for "Good Reason" as provided under his employment agreement dated October 28, 2021 by and between LNKB, The Gratz Bank (a Pennsylvania chartered bank) and Employee, as amended from time to time (the "Prior Agreement") or for the purpose of any other agreements, documents or arrangements maintained by LNKB or any of its affiliates.

3.3 Time Commitment

3.4 Subject to Section 6.1, Employee shall devote his full business time and attention to the business and affairs of the Bank Entities and shall use his best efforts to advance the interests of the Bank Entities.

3.5 Company Policies

Employee shall comply with and agrees to be bound by the policies of the Bank Entities as in effect from time to time, including (without limitation) policies regarding ethics, personal conduct, stock ownership, securities trading, clawback and hedging and pledging of securities.

ARTICLE 4 COMPENSATION

4.1 Annual Salary

4.2 In consideration for the services performed by Employee under this Agreement, Employee shall be paid an annual salary ("Base Salary") of \$494,400. The Base Salary will be paid in approximately equal installments (less required withholding) in accordance with the Employer Entity's customary payroll practices. Employee's Base Salary will be reviewed at least annually and the Base Salary may be increased but may not be decreased (other than as part of an across the board program affecting all employees) without Employee's consent (any increase in Base Salary will become the new "Base Salary" for purposes of this Agreement).

4.3 Incentive Compensation

4.4 Employee will have the opportunity to earn an annual incentive with a target amount not less than 60% of Executive's Base Salary (the "Target Annual Incentive Percentage") for each performance year during the Employment Period, conditioned on Executive's continued employment through the payment date. The actual annual incentive payable to the Employee, if any, may be more or less than the target amount and will be determined by the Bank in its sole discretion, based on the achievement of corporate and/or individual performance metrics that it establishes. Payment to Employee of an annual incentive for any year, if any, shall not be construed as an increase in Employee's Base Salary. Each annual incentive, if any, will be paid to Employee as a single lump sum cash payment (less required withholding) as soon as practicable after the last day of the applicable performance year, but in no event later than March 15th of the calendar year following the year in which the last day of the performance period occurs, subject to continued employment through the payment date.

4.5 Equity Compensation

4.6 In the sole discretion of the Company Board or a committee thereof, Employee may be entitled from time to time to participate in the equity or equity-based compensation plans maintained by the Company, under which awards may be granted to senior officers or employees of the Bank or the Company.

4.7 Merger Payment and Equity Award

4.7.1 As soon as administratively practicable after the Effective Date (but in no event more than two weeks following the Effective Date), the Bank will pay Employee a lump sum cash amount equal to \$1,146,074, less applicable withholding (the "Merger Payment").

4.7.2 As soon as administratively practicable, but not more than sixty (60) days, after the Effective Date, and contingent upon approval by the Company Board (or a committee thereof), the Company will grant Employee a restricted stock unit award, which will vest in substantially equal installments on the first two anniversaries of the Effective Date, subject to Employee's continued service through each such date (the "Equity Award"). The Equity Award will also vest on an accelerated basis in the event of Employee's termination of service due to Employee's death, disability (as defined in the applicable equity award documents), a termination without Just Cause, or a resignation for Good Reason, subject to Employee's fulfillment of the Release Requirement (described below). The award will be granted subject to an equity incentive plan maintained by the Company and an award agreement thereunder and subject to the terms and conditions set forth therein. The number of restricted stock units subject to the award will be calculated by dividing \$617,117 by the average closing price of the Company's stock on the five (5) trading days following the Effective Date.

4.7.3 The Merger Payment is being made and the Equity Award is being granted to encourage Employee's continued retention following the Effective Time and as good and valuable consideration for Employee's entry into the Non-Disclosure and Restrictive Covenant Agreement attached as Exhibit A hereto (the "Restrictive Covenant Agreement"). Notwithstanding anything herein to the contrary, the Merger Payment and the grant and vesting of the Equity Award are expressly subject to Employee's continued compliance with Section 6.1 herein and the Restrictive Covenant Agreement.

ARTICLE 5 EMPLOYEE BENEFITS

5.1 Benefit Plans

During the Employment Period, Employee will be entitled to participate in benefit plans generally made available to employees and/or executives of the Employer Entity; provided, however, such participation shall be in accordance with the terms of the benefit plans and programs and, for purposes of

this Section 5.1, the Employer Entity may amend, terminate, modify or reduce benefits provided under such benefit plans and programs provided the changes apply to all similarly-situated participants on an equivalent basis.

5.2 Paid Time Off

Employee shall be entitled to not less than 30 days of paid time off (“PTO”) for each full calendar year during the Employment Period (inclusive of vacation time, sick leave and other personal leave), pro-rated for partial years during the Employment Period, as well as holidays and certain other paid absences, in accordance with the Employer Entity’s policies and procedures, including any transitional policies applicable to former LNKB employees. All unused accrued PTO will be payable to Employee upon termination of employment.

5.3 Perquisites

Employee shall be provided use of a company-owned automobile and the Bank shall cover Employee’s country club dues to West Shore Country Club.

ARTICLE 6 OUTSIDE ACTIVITIES AND BOARD MEMBERSHIPS

6.1 Restrictions on Outside Activities and Board Memberships During Employment

During employment with the Bank, Employee shall not take any action to compete with the Bank Entities, and shall not: (i) directly or indirectly, provide services on behalf of any financial institution, any insurance company or agency, any mortgage or loan broker or any other entity or on behalf of any subsidiary or affiliate of any such entity engaged in the financial services industry, as an employee, consultant, independent contractor, agent, sole proprietor, partner, joint venturer, corporate officer or director; nor shall Employee acquire by reason of purchase during his employment with the Bank the ownership of more than 1% of the outstanding equity interest in any such entity; (ii) solicit, divert from the Bank Entities, or transact business with any customer of the Bank Entities, for the purpose of providing products or services that are the same as or substantially similar to, and competitive with, those provided by the Bank Entities; (iii) hire, assist others in hiring, or solicit for hire any employee of any of the Bank Entities, or encourage any such employee to terminate employment with any of the Bank Entities; or (iv) induce or attempt to induce any supplier, contractor, agent, representative or any other individual or entity that has a business relationship with any of the Bank Entities to discontinue, terminate, or reduce, the extent of such relationship with any Bank Entity, or to take any action that would disrupt or otherwise damage such relationship. Subject to the foregoing, and to Employee’s right to continue to serve as a director or trustee of any business organization or entity as to which he was so serving on the Signing Date (as disclosed in writing to the Bank as of the Signing Date), Employee may serve on boards of directors of unaffiliated, for-profit or not-for-profit entities, subject to prior approval of the Bank Board. Except as specifically set forth herein, Employee may engage in personal business and investment activities, including real estate investments and personal investments in the stocks, securities and obligations of other financial institutions (or their holding companies). Notwithstanding the

foregoing, in no event shall Employee's outside activities, services, personal business and investments materially interfere with the performance of his duties under this Agreement.

ARTICLE 7 WORKING FACILITIES AND EXPENSES

7.1 Working Facilities

Employee's principal place of employment shall be at 1250 Camp Hill Byp Suite 202, Camp Hill, PA 17011.

7.2 Expenses

The Employer Entity shall reimburse Employee for his ordinary and necessary business expenses, incurred in connection with the performance of his duties under this Agreement, upon presentation to the Employer Entity of an itemized account of such expenses in such form as the Employer Entity may reasonably require. Any such expense shall be reimbursed as soon as practicable and no later than two and one-half months following the end of the year in which the expense was incurred, and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Employee) during any one year may not affect amounts reimbursable or provided in any subsequent year.

ARTICLE 8 TERMINATION OF EMPLOYMENT

If Employee's employment pursuant to this Agreement terminates before the end of the then-current Term or Renewal Term, then the rights and obligations of the Parties shall be determined hereunder. If Employee's employment pursuant to this Agreement terminates at the end of the Term or a Renewal Term and the Employer Entity has provided Employee a Non-Renewal Notice at least ninety (90) days prior to the expiration of the then-current Term or Renewal Term, as the case may be, the sole amounts payable under this ARTICLE 8 shall be those Accrued Obligations (as defined in Section 8.1) and any Other Benefits (as defined in Section 8.6) to which he may be entitled.

8.1 All Terminations

Employee may terminate his employment and the Company may terminate Employee's employment at any time during the Employment Period, for any reason. In the event Employee's employment terminates during the Employment Period for any reason and regardless as to whether or not Employee executes the Release as provided for in Section 8.7, the Employer Entity shall pay Employee (a) any portion of the Base Salary that was earned but unpaid based upon service through the Termination Date, within 65 days of the Termination Date or such sooner date as required by law, (b) business expenses that have not been reimbursed by the Employer Entity within 65 days of the Termination Date or such sooner date as required by law, and (c) if and to the extent required the Bank policy, any accrued and unused PTO if such amounts have not been used and paid as of the Termination Date, within 65 days of the Termination Date or such sooner date as required by law (collectively, the "Accrued Obligations"). Notwithstanding the foregoing, the above shall not be construed to accelerate the payment timing for any payments with respect to which Employee has made an irrevocable deferral election under a deferred compensation arrangement subject to Section 409A of the Code. Contemporaneous with the cessation of Employee's employment for any reason, unless otherwise requested by the Employer Entity, Employee will resign from all officer and director positions with the Bank Entities and execute such documents as may be requested by any of the Bank Entities to confirm that resignation.

8.2 Termination for Just Cause

The Employer Entity may immediately terminate Employee's employment at any time for Just Cause. Employee shall not have the right to receive compensation or other benefits for any period after the Termination Date for Just Cause. For purposes of this section, no act, or failure to act, on Employee's part shall be considered "willful" unless he has acted, or failed to act, with an absence of good faith and without a reasonable belief that his action or failure to act was in the best interests of the Bank Entities.

8.3 Termination without Just Cause or Resignation for Good Reason

The Employer Entity may terminate Employee's employment without Just Cause. Employee may resign from employment for Good Reason during the Employment Period, but only if Employee has, within ninety (90) days after the first incidence of the particular event, given the Employer Entity written notice detailing the event alleged to constitute Good Reason and the Employer Entity has not cured the event within thirty (30) days after receiving such notice from Employee (but the Employer Entity may elect to waive such thirty (30) day period), and Employee has resigned within thirty (30) days thereafter. In the event that the Employer Entity terminates Employee's employment during the Employment Period without Just Cause or Employee resigns from employment for Good Reason during the Employment Period, subject to Employee's fulfillment of the Release Requirement, Employee will also be eligible to receive, within sixty-five (65) days following the Termination Date, the Severance Payment, less applicable withholding taxes. Such payment shall not be reduced in the event Employee obtains other employment following termination of employment with the Employer Entity.

8.4 Voluntary Resignation Without Good Reason

Employee may voluntarily resign without Good Reason after giving sixty (60) days' prior written notice to the Employer Entity provided, however, that the Employer Entity may accelerate the Termination Date upon receipt of written notice of Employee's resignation. If Employee terminates his employment without Good Reason, Employee will be entitled to no other payment or compensation of any kind except for the Accrued Obligations as set forth in Section 8.1 and any Other Benefits (as defined in Section 8.6) to which he may be entitled.

8.5 Termination due to Death or Disability

In the event of a termination of Employee's employment during the Employment Period due to death or Disability, Employee shall also be entitled to receive an amount equal to the product of the Target Annual Incentive Percentage at the Termination Date multiplied by Employee's Base Salary at the Termination Date, pro-rated based on the number of days Employee was actively employed following the Effective Date of this Agreement in such calendar year.

8.6 Other Benefits

(a) The payments described herein represent the sole entitlement that Employee has to severance pay, and Employee shall not be entitled to any duplicative severance pay or duplicative benefits under any severance plan, program or policy of the Bank Entities. To the extent not theretofore paid or provided, the Employer Entity shall provide to Employee any other (non-severance) benefits that Employee is eligible to receive under a benefit plan of the Bank Entities upon cessation of employment (such other benefits shall be hereinafter referred to as the "Other Benefits"), if any, in accordance with the terms and conditions of the underlying plans. Outstanding equity awards will be treated in accordance with the terms of the applicable equity award agreement.

8.7 Release Agreement

Notwithstanding anything in this Agreement to the contrary, Employee will not receive any payments or benefits that are contingent upon his execution of a release, unless and until Employee executes a general release of claims in a form prescribed by the Employer Entity (the "Release"), releasing the Bank Entities and any affiliate, and their officers, directors, successors and assigns, from any and all claims, rights, demands, causes of action, suits, arbitrations or grievances, including but not limited to those relating to the employment relationship, including claims under the Age Discrimination in Employment Act, but not including claims for benefits under tax-qualified plans or other benefit plans in which Employee is vested, claims which may not be released by applicable law or claims with respect to obligations set forth in this Agreement that survive the termination of this Agreement. The Release, by its terms, will also require Employee to reaffirm Employee's obligations under and compliance with the Restrictive Covenant Agreement. The Release must be executed and become irrevocable by the 60th day following the Termination Date (the "Release Requirement"), provided that if the 60-day period spans two (2) calendar years, then, to the extent necessary to comply with Section 409A, the payments will be paid, or commence, in the second calendar year.

ARTICLE 9 COVENANTS AND OBLIGATIONS

9.1 Restrictive Covenant Agreement

In consideration of the payments and benefits provided hereunder, including, but not limited to, the Merger Payment, the Equity Award and a one-time cash payment of One Thousand Dollars (\$1,000) (paid within 30 days of the Effective Date, less required withholding), and as an inducement for the Bank to enter into this Agreement, Employee must execute the Restrictive Covenant Agreement and comply therewith.

9.2 Cooperation

(a) Employee shall, upon reasonable notice, furnish such information and assistance to the Bank, as may reasonably be required by the Bank, in connection with any litigation in which it or any of its subsidiaries or affiliates is, or may become, a party; provided, however, that Employee shall not be required to provide information or assistance with respect to any litigation between Employee on the one hand and the Bank or its respective subsidiaries or affiliates, on the other hand. Any assistance under this Section 9.2 shall not unreasonably interfere with Employee's personal or business affairs. Employee shall be reimbursed for all reasonable out-of-pocket expenses incurred by Employee in fulfilling the obligations of this Section 9.2. To the extent Employee's cooperation is requested at any point following his employment, Employee will be paid a reasonable hourly or per diem fee (calculated based on Employee's base salary as of his employment termination) for Employee's services that exceed either two (2) hours in a calendar month or five (5) hours in a calendar year.

ARTICLE 10 GENERAL

10.1 Regulatory Requirements

(a) Notwithstanding anything herein contained to the contrary, any payments or other provision of benefits to Employee by any of the Bank Entities, whether pursuant to this Agreement or otherwise, are subject to and conditioned upon compliance with Section 18(k) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1828(k), the regulations promulgated thereunder in 12 C.F.R. Part 359, and Federal Reserve Supervisory Letter SR 03-6.

(b) Notwithstanding any other provision in this Agreement, (i) the Employer Entity may terminate or suspend this Agreement and the employment of Employee hereunder, as if such termination were a termination for Just Cause under Section 8.2 hereof, to the extent required by federal or state laws or regulations related to banking, to deposit insurance or bank holding companies or by regulations or orders issued by the Board of Governors of the Federal Reserve, the Federal Deposit Insurance Corporation or the Virginia Bureau of Financial Institutions and (ii) no payment shall be required to be made to Employee under this Agreement to the extent such payment is prohibited by applicable law, regulation or order issued by a banking agency or a court of competent jurisdiction; provided, that it shall be the burden of the Employer Entity to prove that any such action was so required.

10.2 Arbitration; Legal Fees

(a) In the event that any dispute should arise between the Parties, including any claims or defenses arising under or related to the meaning, effect, performance or enforcement of this Agreement and any alleged violation of any federal, state, or local statute, regulation, common law or public policy, to the maximum extent allowed by applicable law, the dispute shall be decided by final and binding arbitration administered by the American Arbitration Association (“AAA”) in the City of Alexandria, Virginia and be governed by the AAA’s Employment/Workplace Arbitration Rules and Mediation Procedures in effect at the time the arbitration is commenced (the “Rules”), except as modified by this Section. There shall be a single arbitrator chosen in accordance with the Rules and the decision of the arbitrator shall be final and binding upon the Parties, not appealable, except in accordance with the Rules, and enforceable in accordance with the applicable state law. Each Party shall bear the fees and expenses of its counsel and witnesses. The Parties are waiving all rights to have their disputes covered by this Agreement heard or decided by a jury or in a court trial and the right to pursue any class or representative claims against each other in court, arbitration or any other proceeding to the extent permitted by applicable law. Notwithstanding anything to the contrary, this Agreement does not prevent Employee from filing a complaint or charge with the National Labor Relations Board, the Equal Employment Opportunity Commission or any similar federal or state administrative agency, reporting suspected securities laws violations to the Securities and Exchange Commission or other regulatory authority, filing claims for workers’ compensation or unemployment insurance benefits, or pursuing an individual or joint action in court alleging sexual assault or sexual harassment.

(b) Legal Fees and Other Expenses. If Employee is successful on the merits of the dispute, as determined in the arbitration, all legal fees and such other expenses as reasonably incurred by Employee as a result of or in connection with or arising out of the dispute, shall be paid by the Employer Entity, provided that such payment or reimbursement is made by the Employer Entity not later than two and one-half months after the end of the year in which such dispute is resolved in Employee’s favor.

(c) For the avoidance of doubt, this Section 10.2 shall not apply to any dispute arising between the Parties under the Restrictive Covenant Agreement. The dispute resolution provisions governing such agreement are set forth therein.

10.3 Indemnification and Insurance The Employer Entity shall provide Employee (including his heirs, executors and administrators) with coverage under a standard directors’ and officers’ liability insurance policy at its expense, and shall indemnify Employee (and his heirs, executors and administrators) to the fullest extent permitted under applicable law against all expenses and liabilities reasonably incurred by him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his having been an officer of any of the Bank Entities (whether or not he continues to be an officer at the time of incurring such expenses or liabilities), such expenses and liabilities to include, but not be limited to, judgments, court costs and attorneys’ fees and the cost of reasonable settlements (such settlements must be approved by the Bank Board); provided, however, that the Employer Entity shall not be required to indemnify or reimburse Employee for legal expenses or liabilities incurred in connection with an action, suit or proceeding arising from any illegal or fraudulent act committed by Employee. Any such indemnification shall be made consistent with Section 18(k) of the Federal Deposit Insurance Act, 12 U.S.C. §1828(k), and the regulations issued thereunder in 12 C.F.R. Part 359.

10.4 Notices

The persons or addresses to which mailings or deliveries shall be made may change from time to time by notice given pursuant to the provisions of this Section 10.4. Any notice or other communication given pursuant to the provisions of this Section 10.4 shall be deemed to have been given (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by reputable overnight courier, one business day after delivery to such courier; (c) if sent by facsimile, upon electronic confirmation of receipt, (d) if sent by email, when transmitted to the appropriate email address, provided that no “error” message or other notification of non-delivery is generated, and (e) if sent by mail, three business days following deposit in the United States mail, properly addressed, postage prepaid, certified or registered mail with return receipt requested. All notices required or permitted to be given hereunder shall be addressed as follows:

If to Employee: Last address/email address on file with Employer Entity

If to the Bank: Burke & Herbert Bank & Trust Company

5680 King Centre Drive, Suite 801

Alexandria, Virginia 22315

Attention: Chair of the Board of Directors

10.5 Amendment

No modifications of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

10.6 Miscellaneous

(a) Notice of Termination. Any termination of Employee’s employment by the Employer Entity shall be communicated in writing to Employee, and any termination of employment by Employee shall be communicated in writing to the Employer Entity.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon (i) Employee, his legal representatives and estate and intestate distributees, and (ii) the Bank, its successors and assigns, including any successor by merger or consolidation or a statutory receiver or any other person or firm or corporation to which all or substantially all of the assets and business of the Bank may be sold or otherwise transferred. Any such successor of the Bank shall be deemed to have assumed this Agreement and to have become obligated hereunder to the same extent as the Bank, and Employee’s obligations hereunder shall continue in favor of such successor.

(c) Severability. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

(d) Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition. A waiver of any provision of this Agreement must be made in writing, designated as a waiver, and signed by the Party against whom its enforcement is sought. Any waiver or relinquishment or any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of such right or power at any other time or times.

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

(f) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to conflicts of law principles, except to the extent governed by federal law in which case federal law shall govern.

(g) Headings and Construction. The headings of sections in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any Article or Section. Any reference to an Article or Section number shall refer to an Article or Section of this Agreement, unless otherwise specified.

(h) Entire Agreement. This instrument contains the entire agreement of the Parties relating to the subject matter hereof and supersedes in its entirety any and all prior agreements, understandings or representations relating to the subject matter hereof, including the Prior Agreement. As of the Effective Date, Employee explicitly releases the Bank Entities from any obligations under the Prior Agreement, other than any obligations to pay unpaid compensation that has been earned and accrued prior to the Effective Date.

10.7 Section 409A

It is the intention of the Parties that the benefits and rights to which Employee could be entitled pursuant to this Agreement be exempt from or comply with Section 409A, and the provisions of this Agreement shall be construed in a manner consistent with that intent and the requirements for avoiding taxes or penalties under Section 409A. If either Party believes, at any time, that any such benefit or right that is subject to Section 409A does not so comply, it shall promptly advise the other Party and both Parties shall negotiate reasonably and in good faith to amend or clarify the terms of such benefits and rights such that they do not violate Section 409A (with the intent and effect of avoiding any adverse economic effect for Employee). No Party, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A. If and to the extent required to comply with Section 409A, no payment or benefit required to be paid under this Agreement on account of termination of Employee's employment shall be made unless and until Employee incurs a "Separation from Service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," "separation from service" or like terms shall mean Separation from Service. For purposes of applying the provisions of Section 409A to this Agreement, each amount to be paid or benefit to be provided to Employee pursuant to this Agreement, and each individual installment in a series of payments, shall be construed as a separate identified payment for purposes of Section 409A, and any payments described in this Agreement that are due within the "short term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless applicable law requires otherwise. To the extent they are subject to Section 409A, amounts reimbursable to Employee shall be paid to Employee on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Employee) during one year may not affect amounts reimbursable or provided in any subsequent year.

Notwithstanding anything herein to the contrary, if Employee is a Specified Employee, as defined in Section 409A, and if any payment to be made to Employee (whether under this Agreement or any other arrangement with the Bank Entities) shall be determined to be subject to Section 409A, then to the extent required by Section 409A to avoid accelerated taxation and/or tax penalties thereunder, such payment

shall be delayed and shall be paid on the first day of the seventh month following Employee's "Separation from Service" (within the meaning of Section 409A), or if earlier, upon Employee's death.

Notwithstanding the foregoing, the Bank makes no guarantee as to the treatment of payments and benefits hereunder under Section 409A, and Employee shall be solely responsible for the payment of any taxes, penalties, interest or other expenses incurred by Employee on account of non-compliance with Section 409A.

10.8 Tax Matters

(a) Section 24 ("Limitation of Certain Payments") of the Prior Agreement is expressly incorporated herein by reference and will continue to govern with respect to the implications of Sections 280G and 4999 of the Code as they relate to the Merger.

(b) With respect to the implications of Section 280G and 4999 of the Code as they relate to any transactions other than the Merger, this Section 10.8(b) will govern.

(i) In the event the receipt of all payments, benefits or distributions in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code), whether paid or payable pursuant to this Agreement or otherwise (the "Change in Control Benefits") would subject Employee to an excise tax imposed by Sections 280G and 4999 of the Code, then such payments and/or benefits (the "Payments") shall be reduced by the minimum amount necessary so that no portion of the Payments under this Agreement are non-deductible to the Bank Entities pursuant to Section 280G of the Code and subject to the excise tax imposed under Section 4999 of the Code (the "Reduced Amount"). Any such reduction shall be implemented by determining the Parachute Payment Ratio (as defined below), as determined in good faith by the Bank, for each Payment and then reducing the Payments in order beginning with the Payment with the highest Parachute Payment Ratio. For any Payments with the same Parachute Payment Ratio, such Payments will be reduced based on the time of payment of such Payments, with the latest Payments reduced first. For payments with the same Parachute Ratio and the same time of payment, each such Payment will be reduced proportionately. For purposes hereof, the term "Parachute Payment Ratio" shall mean a fraction, (x) the numerator of which is the value of the applicable total Payments (as calculated for purposes of Section 280G of the Code) and (y) the denominator of which is the intrinsic (i.e., economic) value of the applicable total Payments. Notwithstanding the foregoing, the Payments will not be reduced if it is determined that without such reduction, the Change in Control Benefits received by Employee on a net after-tax basis (including without limitation, any reduction for excise taxes payable under Section 4999 of the Code) is greater than the Change in Control Benefits that Employee would receive, on a net after-tax benefit, if Employee is paid the Reduced Amount under the Agreement.

(ii) Unless otherwise agreed in writing by the Parties, all calculations with respect to Sections 280G and 4999 of the Code required under this Section 10.8 shall be determined by a nationally recognized firm with appropriate expertise mutually agreeable to the Bank and Employee (the "Firm") whose determination will be conclusive and binding on all Parties. The Bank shall pay all fees charged by the Firm for this purpose. The Bank and Employee shall provide the Firm with all information or documents it reasonably requests, and the Firm will be entitled to rely on such information and on reasonable estimates and assumptions and interpretations of the provisions of Sections 280G and 4999 of the Code. If it is determined that the Payments should be reduced as a result of the Section 280G calculations performed by the Firm, the Bank shall promptly give (or cause the Firm to give) Employee notice to that effect and a copy of the detailed calculations thereof. All determinations made under this Section 10.8 shall be made as soon as reasonably practicable.

10.9 Withholding

10.10 The Employer Entity, and to the extent applicable, any of the Bank Entities, may withhold from any amounts payable under this Agreement required federal, state, local and foreign taxes.

10.11 Advice of Counsel

Employee acknowledges that he has had the opportunity to be represented by counsel in the negotiation of this Agreement and is fully aware of his rights and obligations under this Agreement. This Agreement is the product of informed negotiations between Employee on the one hand, and the Bank on the other hand. If any part of this Agreement is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties. Employee and the Bank agree that neither of the parties was in a superior bargaining position regarding the substantive terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Bank and Employee have duly executed this Agreement as of the day and year first written above.

EMPLOYEE

By: /s/ Carl Lundblad

Burke & Herbert Bank & Trust Company

By: /s/ Danyl Freeman
 Danyl Freeman

Title: Executive Vice President and Chief Human Resources Officer

EXHIBIT A

NON-DISCLOSURE AND RESTRICTIVE COVENANT AGREEMENT

EXHIBIT A

NON-DISCLOSURE AND RESTRICTIVE COVENANT AGREEMENT

This Agreement (“Agreement”) is dated as of December 18, 2025 (the “Signing Date”) by and between Burke & Herbert Bank & Trust Company, a Virginia community bank (the “Bank”), and Carl Lundblad (“Employee”). This Agreement collectively refers to the Bank and Employee as the “Parties,” and separately may refer to any one of the Parties as a “Party.”

RECITALS

WHEREAS, on the Signing Date, the Bank’s holding company, Burke & Herbert Financial Services Corp. (the “Company”) and LINKBANCORP, Inc., a Pennsylvania corporation (“LNKB”) entered into an agreement and plan of merger (the “Merger Agreement”) under which LNKB will merge with and into the Company, with the Company being the surviving corporation;

WHEREAS, Employee is presently the President of LNKB;

WHEREAS, based on Employee’s position as a key executive officer of LNKB and as a material inducement for the Company to enter into the Merger Agreement, Employee and the Bank have agreed that upon the consummation of the Merger, Employee shall become an employee of the Bank under the terms and conditions set forth in that certain employment agreement dated as of the Signing Date (the “Employment Agreement”);

WHEREAS, in consideration of the payments and benefits provided under the Employment Agreement and as an inducement for the Bank to enter into the Employment Agreement, Employee has agreed to become a Party to this Agreement, which contains certain obligations and restrictive covenants, and to comply herewith;

WHEREAS, as a result of Employee’s prior employment with LNKB and continuing employment with the Bank, Employee has had and will continue to have access to non-public information about the Bank, the Bank’s customers, and the Company, and will receive training and information about the Bank’s and the Company’s methods of operation, which render the restrictive covenants necessary for the protection of the Bank and the Company; and

WHEREAS, any capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Employment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and Employee hereby agree as follows:

1. **Confidentiality.** As an employee of LNKB prior to the Merger and a continuing employee of the Bank following the Merger, Employee has had and will continue to have access to and may participate in the origination of non-public, proprietary and confidential information relating to the Bank, the Company, and any of their respective subsidiaries (collectively, the “Bank Entities”), and Employee acknowledges a fiduciary duty owed to the Bank Entities not to disclose impermissibly any such information. Confidential information may include, but is not limited to, trade secrets, customer lists and information, internal corporate planning, methods of marketing and operation, and other data or information of or concerning the Bank Entities or their customers that is not generally known to the public or generally in the banking industry. In exchange for the benefits promised in the Employment Agreement and other valuable consideration, Employee agrees that during employment and for a period

of five (5) years following the cessation of employment, Employee will not use or disclose to any third party any such confidential information, either directly or indirectly, except as may be authorized in writing specifically by the Bank; provided, however that to the extent the information covered by this Section 1 is otherwise protected by the law, such as "trade secrets," as defined by the Defend Trade Secrets Act, Virginia Uniform Trade Secrets Act, or other applicable law, or customer information protected by banking privacy laws, that information shall not be disclosed or used for however long the legal protections applicable to such information remain in effect. In addition, confidential information under this Agreement shall not include any information which (i) is, or becomes, part of the public domain through no action or fault of Employee; or (ii) at the time of disclosure is already in the possession of Employee, provided that such prior possession was not furnished by a source prohibited from disclosing such information.

Notwithstanding the foregoing, nothing in this Agreement is intended to prohibit Employee from performing any duty or obligation that shall arise as a matter of law or limit Employee's right to communicate with any government agency. Employee shall continue to be under a duty to truthfully respond to any legal and valid subpoena or other legal process. In the event Employee is requested to disclose confidential information by subpoena or other legal process or lawful exercise of authority, Employee shall promptly provide the Bank with notice of the same and cooperate with the Bank in the Bank's effort, at its sole expense, to avoid disclosure. Moreover, nothing herein is intended to and shall not in any way proscribe or limit Employee's right and ability to volunteer information to any federal, state, or local agency or governmental or regulatory authority.

Federal law provides certain protections to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances. Specifically, federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret under either of the following conditions:

- (i) Where the disclosure is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or
- (ii) Where the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

Nothing in this Agreement has the purpose or effect of prohibiting Employee from disclosing or discussing the facts relating to any claim of sexual assault or sexual harassment, as defined under federal or Virginia law, including sections 18.2-61, 18.2-67.1, 18.2-67.3, 18.2-67.4, or 30-129.4 of the Code of Virginia, or any settlements pertaining thereto.

2. Permitted Whistleblower Activity. Notwithstanding anything herein to the contrary, nothing in Section 1, Section 3 or any other provision of this Agreement shall (x) prohibit Employee from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of federal law or regulation, or (y) require prior authorization or approval by any of the Bank Entities or notification to any of the Bank Entities of any such

report. Nothing in this Agreement shall prohibit Employee from collecting a reward from a governmental agency or entity in connection with any such report.

3. Non-Disparagement. Subject to Section 2 above, Employee agrees not to disparage or defame in any manner, whether directly or indirectly, the Bank Entities or their officers, directors, owners, representatives, employees, products or services.

4. Non-Competition. Employee agrees that Employee will not, directly or indirectly, engage in Competition for a period of eighteen (18) months after Employee's employment with the Bank Entities ceases for any reason. For purposes hereof, "Competition" means Employee's owning, managing or controlling, or participating in the ownership, management or control, or performing duties that are the same as or substantially similar to those duties performed by Employee for the Bank Entities during the last twelve (12) months of Employee's employment, as an officer, a director, an employee, a partner, or in any other capacity, if such ownership, management or control, or the participation therein, or the performance of such duties, is of or are performed for a bank, a bank holding company or other financial institution that provides products or services that are the same as or substantially similar to, and competitive with, any of the products or services provided by the Bank Entities as of the date Employee's employment ceases. The restrictions set forth in this Section 4 shall apply only (i) within a fifty (50) mile radius of the headquarters of the Company and within a 50-mile radius of the headquarters of the Bank, as both locations exist at the time Employee's employment ceases and (ii) within a fifty (50) mile radius of 1250 Camp Hill Byp Suite 202, Camp Hill, PA 17011, which is the address of the headquarters of LNKB as of the Signing Date (or within fifty (50) miles of any Virginia or Pennsylvania headquarters of a successor if such exists at the time employment ceases). Nothing herein shall prohibit Employee from owning securities (debt or equity) in a publicly traded company, including competitors of the Bank Entities, if such ownership constitutes five percent (5%) or less of the aggregate principal amount of such securities issued and outstanding.

5. Non-Piracy of Customers.

(i) Employee agrees that for a period of eighteen (18) months after Employee's employment ceases for any reason, Employee will not, directly or indirectly, solicit, or divert from the Bank Entities, or transact business with any "Customer" of the Bank Entities (x) with whom Employee had "Material Contact" during the last twelve (12) months of Employee's employment or (y) about whom Employee obtained non-public information while acting within the scope of Employee's employment during the last twelve (12) months of employment, if the purpose of such solicitation, diversion, or transaction is to provide products or services that are the same as or substantially similar to, and competitive with, those offered by the Bank Entities at the time Employee's employment ceases. "Material Contact" means that Employee personally communicated with the Customer, either orally or in writing, for the purpose of providing, offering to provide or assisting in providing products or services of the Bank Entities. "Customer" means any person or entity with whom the Bank Entities had a depository or other contractual relationship, pursuant to which the Bank Entities provided products or services during the last twelve (12) months of Employee's employment.

(ii) Employee agrees that for a period of eighteen (18) months after Employee's employment ceases for any reason, Employee will not, directly or indirectly, solicit, or divert from the Bank Entities, or transact business with any "Borrower or Borrower Group" that was listed among the fifty (50) most significant relationships of the Bank, as determined by total borrower exposure (or such other term as used by the Bank in its credit policy to define the total direct or indirect indebtedness of the borrower or borrower group to the Bank), and whose identities are set forth in the monthly report prepared and issued by the Bank's credit administration department for the month ending immediately prior to the month in which Employee's employment ceases, if the purpose of such solicitation, diversion, or transaction is to provide products or services that are the same as or substantially similar to, and competitive with, those offered by the Bank Entities at the time Employee's employment ceases.

6. Non-Solicitation of Employees. Employee agrees that for a period of eighteen (18) months after Employee's employment ceases, for any reason, Employee will not, directly or indirectly, hire, assist others in hiring, or solicit for hire any person, or induce or encourage any person to terminate employment with the Bank Entities, if such person was known by Employee to have been an employee of

the Bank Entities at any time during the last six (6) months of Employee's employment and the purpose of such hire, solicitation, or inducement is to compete with the Bank Entities; provided, however, that nothing herein prohibits Employee from issuing general solicitations in any medium not specifically directed at employees of the Bank Entities.

7. Return of Bank Materials and Property. Employee understands and agrees that immediately upon Employee's separation from employment, Employee will return to the Bank all files, electronic data of any type or medium and however stored, customer information, memoranda, records, credit cards, facility access cards, safe deposit box, facility and other keys, "tokens," manuals, computer equipment, computer software, pagers, cellular phones, facsimile machines, vehicles, passwords, and any other equipment and other documents, and all other physical or personal property that Employee received from the Bank Entities or that Employee used in the course of Employee's employment with the Bank Entities and that are the property of the Bank Entities. Employee further agrees that Employee will provide immediately upon request all information used by the Bank Entities to access any database or other electronically stored information, including any and all passwords.

8. Severability of Provisions/Claims Do Not Excuse Performance. Each of the restrictive covenants of Employee contained in this Agreement, and each of their sub-parts, shall be construed as an agreement independent of any other provision. Employee agrees that the invalidity or unenforceability of any one provision or provisions of this Agreement or any of their sub-parts shall not affect or diminish the validity or enforceability of any other provision of this Agreement, and that absent modification, as set forth in Section 18 below, such invalid or unenforceable provision or any of its sub-parts shall be severed from the Agreement and all other provisions of this Agreement shall remain in full force and effect. The existence of any claim or cause of action of or by Employee against the Bank Entities shall not constitute a defense to the enforcement by the Bank of any of the covenants contained herein.

9. Breach of Covenants. Employee hereby acknowledges that Employee's covenants contained in this Agreement are reasonable in time, scope and geography, are no broader than necessary to protect the legitimate interests of the Bank and are necessary for the protection of the Bank's business. Employee further acknowledges that a breach of any of Employee's covenants in this Agreement would cause irreparable damage to the Bank. Employee agrees that the restrictive covenants contained in this Agreement may be specifically enforced through injunctive relief, both temporary and permanent, by filing an action in a court of competent jurisdiction, as required by the venue provisions below. However, the right to injunctive relief shall not preclude the Bank from obtaining any other legal remedy available to it, including monetary damages. To that end, if Employee breaches any provisions of Sections 1, 4, 5, or 6 of this Agreement, Employee shall not be entitled to (x) if a breach of Section 4, 5 or 6 occurs within the forty-two (42) months following the Effective Date, a portion of the Merger Payment limited to \$900,000, or (y) any payments under Article 8 of the Employment Agreement (other than the Accrued Obligations and Other Benefits) and any such payments (whether in cash or stock) described in (x) and (y) above that have already been made must be repaid immediately upon demand. If any action at law or in equity is brought regarding the provisions of this Agreement and the Bank prevails in such action, the Bank shall be entitled to reasonable attorneys' fees, costs, and expenses which shall be in addition to any other relief to which the Bank might be entitled.

10. Effective Date. This Agreement shall become effective upon the consummation of the Merger, subject to Employee's continued employment with LNKKB until such time. In the event that the Merger Agreement is terminated pursuant to its terms, this Agreement will expire and shall have no further force and effect.

11. Entire Agreement/Waiver. This Agreement sets forth the entire and exclusive agreement, both orally and in writing, between the Parties with respect to the subject matter hereof; provided, however, that nothing herein supersedes, replaces, or affects the application of and Employee's obligations under any of the written policies of the Bank Entities, and any provisions of any codes of conduct of the Bank or an affiliate applicable to or signed by Employee, which the Parties expressly agree are not subject to the merger doctrine and shall all remain in full force and effect in accordance with their terms. Together with the Employment Agreement, this Agreement replaces and supersedes the Prior Agreement in its entirety. Any waiver by the Bank of a breach of any provision of this Agreement shall

not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

12. Survival. Employee's obligations under this Agreement shall survive Employee's separation from employment regardless of the manner of such separation from employment, and shall be binding upon Employee's heirs, successors, and assigns, as well as any companies, corporations, partnerships, or other legal or corporate entities subsequently formed by, or on behalf of, Employee.

13. Assignment. The Bank shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, any such successors or assigns.

14. Choice of Law. This Agreement, the interpretation and enforcement thereof and all claims arising out of or relating to this Agreement or the transactions contemplated by this Agreement, whether sounding in tort, contract or otherwise, shall be governed solely and exclusively by, and construed in accordance with, the laws and judicial decisions of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws and judicial decisions of any jurisdiction other than the Commonwealth of Virginia.

15. Forum Selection. All actions and proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, shall be heard and determined solely and exclusively in the Circuit Court for the City of Alexandria in the Commonwealth of Virginia or the Alexandria Division of the United States District Court for the Eastern District of Virginia, chosen at the option of the Bank Entities (or any of them) and to which Employee waives all objections. Employee consents to personal jurisdiction in Virginia.

16. Waiver of Jury Trial. Each Party hereby waives its or their right to a jury trial of any and all claims or cause of actions based upon or arising out of this Agreement or the transactions contemplated by this Agreement. Each Party hereby acknowledges and agrees that the waiver contained in this Section 16 is made knowingly and voluntarily.

17. Notices. All written notices required by this Agreement shall be deemed given when delivered personally or sent by registered or certified mail, return receipt requested, to the Parties at their addresses existing at the time of the notices. Each Party may, from time to time, designate a different address to which notices should be sent.

18. Amendment. Upon any finding by a court or other adjudicative body that any provision in this Agreement is unenforceable and that the law applied to this Agreement permits modification, the Parties agree that the court or other adjudicative body may modify the provision to the minimum extent necessary to render the provision enforceable and that the Agreement shall be enforced within such jurisdiction as so modified. This Agreement may not otherwise be varied, altered, modified or in any way amended except by an instrument in writing executed by the Parties or their legal representatives.

19. No Construction Against Either Party. This Agreement is the product of informed negotiations between Employee and the Bank. If any part of this Agreement is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all Parties. Employee on the one hand, and the Bank on the other hand, agree that neither Party was in a superior bargaining position regarding the substantive terms of this Agreement.

20. Title. The titles and sub-headings of each Section and Sub-Section in the Agreement are for convenience only and should not be considered part of the Agreement to aid in interpretation or construction.

21. Counterparts/Facsimile. This Agreement may be executed and delivered in multiple counterparts (including by DocuSign or a similarly accredited secure signature service or other electronic transmission or signature), each of which when so executed and delivered shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Counterparts may be

delivered by facsimile, e-mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

[Acknowledgement/signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

EMPLOYEE

Signature: /s/ Carl Lundblad 12/18/2025
Date

Printed Name: Carl Lundblad

BURKE & HERBERT BANK & TRUST COMPANY

By and for the Bank:

Signature: /s/ Danyl Freeman 12/18/2025
Date

Name: Danyl Freeman

Title: Executive Vice President and Chief Human Resources Officer



Burke & Herbert Financial Services Corp. Completes Merger with LINKBANCORP, Inc.

May 1, 2026

ALEXANDRIA, Va. May 1, 2026 /Globe Newswire/ -- Burke & Herbert Financial Services Corp. ("Burke & Herbert") (Nasdaq: BHRB) today announced the completion of the merger of LINKBANCORP, Inc. ("LNKB") with and into Burke & Herbert and the merger of LINKBANK with and into Burke & Herbert Bank & Trust Company, effective May 1, 2026.

About Burke & Herbert Financial Services Corp.

Burke & Herbert Financial Services Corp. is the financial holding company for Burke & Herbert Bank & Trust Company. Burke & Herbert Bank & Trust Company is the oldest continuously operating bank under its original name headquartered in the greater Washington, D.C. metropolitan area. With nearly 100 branches across Delaware, Kentucky, Maryland, Pennsylvania, Virginia, and West Virginia, Burke & Herbert Bank & Trust Company offers a full range of business and personal financial solutions designed to meet customers' banking, borrowing, and investment needs. Learn more at investor.burkeandherbertbank.com.

CONTACT:

Investor Relations

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