

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
Date of Report (Date of earliest event reported)
August 20, 2021

ORIGIN BANCORP, INC.

(Exact name of Registrant as specified in its charter)

Louisiana

(State or other jurisdiction of incorporation)

001-38487

(Commission File No.)

72-1192928

(I.R.S. Employer Identification No.)

500 South Service Road East
Ruston, Louisiana 71270

(Address of principal executive offices including zip code)

(318) 255-2222

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$5.00 per share	OBNK	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

ITEM 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On August 20, 2021, following approval by the Compensation Committee (the “Committee”) of the Board of Directors of Origin Bancorp, Inc. (the “Company”), the Company awarded time-based restricted stock units (“RSUs”) under the Company’s 2012 Stock Incentive Plan to Drake Mills, Chairman, President and Chief Executive Officer of the Company, and M. Lance Hall, Chief Operating Officer of the Company and President and Chief Executive Officer of Origin Bank, the Company’s wholly owned bank subsidiary (together, the “Officer Grantees”).

Mr. Mills received a grant of RSUs with a grant date fair value of \$500,000 and Mr. Hall received a grant of RSUs with a grant date fair value of \$250,000. Each RSU represents the right to receive one share of common stock of the Company or cash, or a combination of stock and cash, as determined by the Company in its sole discretion, if and when the RSU vests. The RSUs awarded to each Officer Grantee will vest ratably over three years with a first vest date of August 20, 2022, subject to the Officer Grantee’s continued employment with the Company or an affiliate. The RSUs will accelerate and vest in full upon (i) the Officer Grantee’s voluntary termination of employment with six months’ prior written notice on or after attaining the age of 65, (ii) the Officer Grantee’s death or disability and (iii) in the event the surviving corporation in a change of control does not assume the RSUs. The RSUs are subject to forfeiture in the event the Officer Grantee violates the confidentiality, return of Company property and non-solicitation covenants included in the Form of Incentive Agreement for Restricted Stock Unit Award (the “Form RSU Agreement”).

The foregoing description of the RSUs granted to the Officer Grantees is qualified in its entirety by reference to the Form RSU Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

ITEM 9.01 **Financial Statements and Exhibits**

- (d) Exhibits.
 - 10.1 [Form of Incentive Agreement for Restricted Stock Unit Award under the Origin Bancorp, Inc. 2012 Stock Incentive Plan](#)
 - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)
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SIGNATURES

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 thereunto duly authorized.

Dated: August 23, 2021

ORIGIN BANCORP, INC.

By: /s/ Stephen H. Brolly
Stephen H. Brolly
Chief Financial Officer

**ORIGIN BANCORP, INC.
2012 STOCK INCENTIVE PLAN**

**Incentive Agreement
for Restricted Stock Unit Award**

(Time-Based Vesting)

This Agreement is made this _____ day of _____, 20__ (the "Date of Grant") by and between Origin Bancorp, Inc. (the "Company") and _____ (the "Grantee") pursuant to the Origin Bancorp, Inc. 2012 Stock Incentive Plan (the "Plan").

WITNESSETH:

WHEREAS, the Company offered Grantee certain restricted stock units in connection with Grantee's employment by the Company; and

WHEREAS, Grantee is employed by the Company and the Board of Directors desires to fulfill its obligation by an award to the Grantee under the Plan upon the conditions and terms contained within this Stock Incentive Agreement (the "Award Agreement").

NOW, THEREFORE, the Company and Grantee agree as follows with respect to such Award:

**ARTICLE I.
RESTRICTED STOCK UNITS**

1.1 Grant of Restricted Stock Units. The Company hereby grants to Grantee _____ Restricted Stock Units (or RSUs) (the "Award"), subject to the terms and conditions provided in this Award Agreement. Each RSU shall represent a right for the Grantee to receive one (1) share of Stock or cash equal to the Fair Market Value thereof, as determined by the Company in its sole discretion, as of the applicable Vesting Date. The "Restricted Period" shall mean the period during which the RSUs, or portion thereof, remain unvested.

1.2 Issue Price. The Grantee shall not be required to pay any issue price to the Company in exchange for the RSUs granted hereunder or, as applicable, upon the issuance of shares of Stock hereunder.

1.3 Distributions and Voting Rights.

(a) All dividends and other distributions with respect to shares of Stock attributable to the Award that become payable during the Restricted Period will accrue when declared and will be paid to the Grantee, in cash, only upon the settlement of the related RSUs in accordance with the provisions of Section 1.4 below.

(b) The Grantee shall not be entitled to vote shares of Stock attributable to the Award prior to the date(s) on which the Grantee becomes a shareholder of record for such shares of Stock.

1.4 Settlement of Award.

(a) As soon as administratively practicable following each Vesting Date of any RSUs, but in no event later than 30 days after such Vesting Date, the Company shall deliver to the Grantee shares of Stock equal

to the number of vested RSUs or cash equal to the Fair Market Value of such shares, or a combination thereof, as determined by the Company in its sole and absolute discretion. The date that the shares and/or cash are delivered shall be the "Settlement Date" of the vested RSUs.

(b) To the extent shares of Stock are issued in settlement of this Award, such shares shall be registered in the name of the Grantee and shall be held by Transfer Agent of the Company in an unrestricted shareholder account CTF1. The Company shall direct the Transfer Agent to provide a Shareholder statement to the Grantee evidencing outright ownership to the Grantee (or the Grantee's beneficiary in the event of the Grantee's death, designated as provided in Section 4.8).

1.5 Vesting. Grantee shall vest in the RSUs on the earliest of (a) the Vesting Date, according to the vesting schedule outlined in the equity portal, provided the Grantee remains employed by the Company or an Affiliate through that date, (b) the Grantee's Qualified Retirement, (c) the Grantee's death, or (d) the Grantee's Disability. For purposes of this Agreement, the term "Qualified Retirement" means the Grantee's voluntary Termination of Employment upon six (6) months' prior written notice to the Company on or after attaining age sixty-five (65).

1.6 Forfeiture of Award. In addition to events of forfeiture described in Article III, any RSUs that are not vested at the time of the Grantee's Termination of Employment for any reason other than as prescribed in Section 1.5 shall be forfeited in their entirety. Upon forfeiture, all rights of the Grantee and obligations of the Company hereunder shall be immediately terminated.

ARTICLE II. **CHANGE IN CONTROL OF THE COMPANY**

If the Company is not the surviving corporation following a Change in Control, and the surviving corporation following such Change in Control or the acquiring corporation (such surviving corporation or acquiring corporation is hereinafter referred to as the "Acquiror") does not assume the outstanding Award granted hereunder or does not substitute equivalent equity awards relating to the securities of such Acquiror or its affiliates for such RSUs, then the Award shall become immediately and fully vested. In addition, the Board of Directors or its designee may, in its sole discretion, provide for a cash payment to be made to the Grantee for the outstanding Award upon the consummation of the Change in Control, determined on the basis of the Fair Market Value that would be received in such Change in Control by the holders of the Company's securities relating to such shares of Stock.

If the Company is the surviving corporation following a Change in Control, or the Acquiror assumes the outstanding Award granted hereunder or substitutes equivalent equity awards relating to the securities of such Acquiror or its affiliates for such RSUs, then the Award or such substitutes therefor shall remain outstanding and be governed by their respective terms and the provisions of the Plan.

ARTICLE III. **GRANTEE'S COVENANTS**

3.1 Confidentiality. The Grantee understands and acknowledges that (i) during the Grantee's employment with the Company or any Affiliate thereof, the Grantee will have access to Confidential Information of the Company and its Affiliates; (ii) such Confidential Information and the ability of the Company and its Affiliates to reserve such Confidential Information for their respective and exclusive knowledge and use is of great competitive importance and commercial value to the Company and its

Affiliates; (iii) the Company has taken and will continue to take actions to protect the Confidential Information; and (iv) the provisions of this Section are reasonable and necessary to prevent the improper use or disclosure of such Confidential Information. Accordingly, the Grantee agrees that during the term of the Grantee's employment with the Company or any Affiliate thereof and, following the termination of such employment, until such time as the Confidential Information becomes generally available to the public through no fault of the Grantee or other person under a duty of confidentiality to the Company thereof, the Grantee will not, except as required by law or legal process, in any capacity, use or disclose, or cause to be used or disclosed, any Confidential Information the Grantee acquired while employed by the Company or any Affiliate thereof. For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, the identity of customers, personal customer data, strategic plans, sales data and sales strategy, methods, products, procedures, processes, techniques, financial information, vendor and supplier lists, pricing policies, personnel data and other confidential, business, competitive and proprietary information concerning or related to the Company and/or its Affiliates and their respective businesses, operations, financial conditions, results of operations, competitive position and prospects (collectively "Confidential Information"). The parties hereto agree that nothing in this Agreement shall be construed to limit or negate the law of torts or trade secrets where it provides the Company with broader protection than that provided herein.

3.2 Return of Company Property. The parties hereto acknowledge that any material (in computerized or written form) that the Grantee obtains in the course of performing the Grantee's employment duties with the Company or any Affiliate are the sole and exclusive property of the Company, the Grantee agrees to immediately return any and all records, files, computerized data, documents, Confidential Information, or any other property owned or belonging to the Company in the Grantee's possession or under the Grantee's control, without any originals or copies being kept by the Grantee or conveyed to any other person, upon the Grantee's separation from employment or upon the Company's request.

3.3 Non-Solicitation of Customers/Employees. The Grantee agrees that during Grantee's employment by the Company or any Affiliate thereof and for a period of one (1) year thereafter, the Grantee will not directly, or indirectly, on behalf of himself or any other person, entity or enterprise, do any of the following:

(i) Divert or attempt to divert from the Company or any Affiliate thereof any business by influencing or attempting to influence or soliciting or attempting to solicit any customers of the Company or any Affiliate thereof or any particular customer with whom the Company or any Affiliate thereof had business contacts in the one-year period immediately preceding the Grantee's termination or with whom the Grantee may have dealt at any time during the Grantee's employment by the Company or an Affiliate thereof. The provisions of this item (i) shall apply in the parishes and counties listed in the Exhibit "A" attached hereto and made a part hereof, as the same may be amended from time to time. The parties agree that Exhibit A may be amended from time to time by the Company, which amendments shall be presented to the Grantee in writing and shall be deemed accepted by the Grantee if the Grantee remains employed by the Company on the third (3rd) business day following receipt of any such amendment.

(ii) Without the prior written consent of the Company, recruit, solicit, hire, attempt to hire, or assist any other person to hire any employee of the Company or an Affiliate thereof or any person who was an employee of the Company or any Affiliate during the six (6) months immediately preceding the Grantee's Termination of Employment.

- (iii) Otherwise assist any person in any way to do, or attempt to do, anything prohibited by the foregoing.

3.4 Remedies. Notwithstanding any other provision of this Agreement, if the Company determines that the Grantee has breached or threatened to breach any provision of this Article III, then, upon written notice of the Company and without consideration, any RSUs whether or not vested shall be immediately forfeited, the shares and cash (including proceeds received upon a sale of the shares) issued to the Participant shall be subject to recoupment and any and all rights to receive any remaining benefits under this Agreement shall be immediately cancelled. In addition, the Company shall be entitled to injunctive and other equitable relief (without the necessity of showing actual monetary damages or of posting any bond or other security): (i) restraining and enjoining any act which would constitute a breach, or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach, as well as any other remedies available to the Company, including monetary damages. Upon the Company's request, the Grantee shall provide reasonable assurances and evidence of compliance with the restrictive covenants set forth in this Article III. If any court of competent jurisdiction shall deem any provision in this Article III too restrictive, the other provisions shall stand, and the court shall modify the unduly restrictive provision to the point of greatest restriction permissible by law. The restrictive covenants set forth in this Article III shall survive the termination of this Agreement, the forfeiture of the Award, and the Grantee's Termination of Employment with the Company and all Affiliates for any reason, and the Grantee shall continue to be bound by the terms of this Article III as if this Agreement was still in effect.

ARTICLE IV. MISCELLANEOUS PROVISIONS

4.1 Adjustments Upon Changes in Stock. In case of any reorganization, recapitalization, reclassification, stock split, stock dividend, distribution, combination of shares, merger, consolidation, rights offering, or any other changes in the corporate structure or shares of the Company, appropriate adjustments may be made by the Committee or the Board of Directors, as the case may be, (or if the Company is not the surviving corporation in any such transaction, the board of directors of the surviving corporation) in the aggregate number and kind of shares subject to the Plan, and the number and kind of shares subject to this Award. Appropriate adjustments may also be made by the Committee or the Board of Directors, as the case may be, in the terms of any Awards under the Plan, subject to the provisions of the Plan, to reflect such changes and to modify any other terms of outstanding Awards on an equitable basis. Any such adjustments made by the Committee or the Board of Directors pursuant to this Section shall be conclusive and binding for all purposes under the Plan.

4.2 Amendment, Suspension, and Termination of Plan.

(a) The Board of Directors may suspend or terminate the Plan or any portion thereof at any time, and, subject to limitations contained therein and subject to shareholder approval if required, may amend the Plan from time to time in such respects as the Board of Directors may deem advisable in order that any awards thereunder shall conform to any change in applicable laws or regulations or in any other respect the Board of Directors may deem to be in the best interests of the Company; provided, however, that no such amendment, suspension, or termination shall adversely alter or impair the Award granted hereunder without the consent of the Grantee.

(b) The Committee may amend or modify the Award granted hereunder in any manner to the extent that the Committee would have had the authority under the Plan initially to grant the Award as so

modified or amended; however, no such amendment or modification shall adversely alter or impair the Award granted hereunder without the consent of the Grantee.

(c) Notwithstanding the foregoing, the Plan and the Agreement may be amended without any additional consideration to the Grantee to the extent necessary to comply with, or avoid penalties under, Section 409A of the Code, even if those amendments reduce, restrict or eliminate rights granted prior to such amendments.

4.3 No Right To Employment/Other Service. None of the actions of the Company in establishing the Plan, the actions taken by the Company, the Board of Directors or the Committee under the Plan, or the granting of the Award pursuant to this Agreement shall be deemed (a) to create any obligation on the part of the Company or any Affiliate or on the Board of Directors of the Company or such Affiliate to retain the Grantee as an employee, consultant, director or other service provider or to nominate Grantee for election to the Board of Directors, or (b) to be evidence of any agreement or understanding, express or implied, that the person has a right to continue as an employee, consultant, other service provider, or non-employee director for any period of time or at any particular rate of compensation.

4.4 Plan and Grant Document Control. The grant of the Award hereunder is governed and controlled by the terms of the Plan and this Agreement. All the provisions of the Plan, as such may be amended from time to time, are hereby incorporated into this Agreement by this reference. All capitalized terms utilized in this Agreement shall have the same meaning as in the Plan, except as otherwise specifically provided herein.

4.5 Governing Law. All matters relating to the Plan or to awards granted under the Plan pursuant to this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to the principles of conflict of laws.

4.6 Trust Arrangement. All benefits under the Plan represent an unsecured promise to pay by the Company. The Plan shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Grantee having no greater rights than the Company's general creditors; provided, however, nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Plan.

4.7 No Impact on Benefits. The Award granted hereunder is not compensation for purposes of calculating the Grantee's rights under any employee benefit plan of the Company or any Affiliate that does not specifically require the inclusion of Awards in calculating benefits.

4.8 Beneficiary Designation. The Grantee may name a beneficiary or beneficiaries to receive any vested portion of the Award that is unpaid at the Grantee's death. Unless otherwise provided in the beneficiary designation, each designation will revoke all prior designations made by the Grantee, must be made on a form prescribed by the Committee and will be effective only when filed in writing with the Committee. If the Grantee has not made an effective beneficiary designation, the deceased Grantee's beneficiary will be the Grantee's surviving spouse or, if none, the deceased Grantee's estate. The identity of a Grantee's designated beneficiary will be based only on the information included in the latest beneficiary designation form completed by the Grantee and will not be inferred from any other evidence.

4.9 Taxes. The Company shall have the power and the right to deduct or withhold, or require the Grantee to remit to the Company, the minimum statutory amount to satisfy federal, state and local taxes required by law or regulation to be withheld with respect to any taxable event arising as a result of the Award granted hereunder, if any. No delivery of shares or cash shall be made unless and until appropriate arrangements for the payment of such taxes have been made. With respect to withholding required upon any taxable event arising as a result of the Award granted hereunder, the Grantee may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold shares of Stock of the Company having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that could be imposed on the transaction. Alternatively, the Grantee may elect for such taxes to be withheld from other compensation otherwise due to the Grantee from the Company and provided Grantee's other compensation is sufficient to cover such taxes. All such elections shall be irrevocable, made in writing and signed by the Grantee, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate. All such elections shall be made and filed with the Committee in the manner determined by the Committee on or before the Vesting Date, or such earlier date as shall be determined by the Committee. If an election has not been made by the Grantee, or the amount of the taxes required to be withheld has not been remitted by the Grantee to the Company on or before the Vesting Date, the Grantee hereby authorizes the Company to withhold from amounts payable under the Award cash or shares of Stock of the Company having a Fair Market Value equal to the tax required to be withheld.

4.10 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

4.11 Severability. In the event any provision of the Plan or this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan or this Agreement, and the Plan or this Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

4.12 Transfer Restrictions. The RSUs issued to the Grantee hereunder may not be sold, transferred by gift, pledged, hypothecated, or otherwise transferred or disposed of by the Grantee prior to the Settlement Date. Any attempt to transfer any RSUs in violation of this Section 4.12 shall be null and void and shall be disregarded. The terms of this Agreement and the Plan shall be binding upon the executors, administrators, heirs, successors and assigns of the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Stock Incentive Agreement executed to be effective as of the date first noted above.

ORIGIN BANCORP, INC.

GRANTEE:

By: _____

Print Name

Print Grantee Name

Title

Address

City, State, Zip Code

**ORIGIN BANCORP, INC.
2012 Stock Incentive Plan
Incentive Agreement for Restricted Stock Unit Award
BENEFICIARY DESIGNATION FORM**

PARTICIPANT: _____ SS#: _____

I hereby designate the following person or persons to receive the cash or shares of Stock of Origin Bancorp, Inc. (the "Company") payable with respect to the Restricted Stock Units (the "Award") granted to me pursuant to the Incentive Agreement for Restricted Stock Unit Award between me and Origin Bancorp, Inc. effective the _____ day of _____, 20____ (the "Agreement") in the event of my death prior to my becoming fully vested in such Award and which becomes fully vested upon my death:

Primary Beneficiary(ies):

<u>Name</u>	<u>Address</u>	<u>SS#</u>	<u>Percentage</u>
_____	_____	_____	____%
_____	_____	_____	____%
_____	_____	_____	____%

Note: If more than one primary beneficiary is designated, payment shall be made equally to each unless otherwise specified. In the event of the death of or disclaimer by one or more (but less than all) of the persons designated as primary beneficiaries, his or her share will be paid pro rata to the remaining primary beneficiary(ies).

Contingent Beneficiary(ies):

In the event all of the persons designated as Primary Beneficiaries shall predecease me or disclaim all or any portion of his or her interest granted herein, I hereby designate the following person(s) as my contingent beneficiary(ies):

<u>Name</u>	<u>Address</u>	<u>SS#</u>	<u>Percentage</u>
_____	_____	_____	____%
_____	_____	_____	____%
_____	_____	_____	____%

I hereby acknowledge that the beneficiary designations herein revoke and supersede any and all beneficiary designations previously made by me with regard to my Award. I reserve the right to revoke and/or change the beneficiary designations made herein at any time prior to my death by filing a new Beneficiary Designation Form with the Company.

PARTICIPANT SIGNATURE

DATE

Witness

Received and Acknowledged this the _____ day of _____, 20____.

ORIGIN BANCORP, INC.

By: _____

Title: _____