

FULTON FINANCIAL CORP
Form S-4
April 02, 2003
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As Filed With the Securities and Exchange Commission On April 2, 2003

Registration Statement No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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

FULTON FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

6720
(Primary Standard Industrial
Classification Code Number)

23-2195389
(I.R.S. Employer Identification No.)

One Penn Square
Lancaster, Pennsylvania 17604

717-291-2411

(Address, including zip code, and telephone number, including area code,

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of registrant's principal executive offices)

Rufus A. Fulton, Jr.

Chairman and Chief Executive Officer

One Penn Square

Lancaster, Pennsylvania 17604

717-291-2411

(Name, address, including zip code, and telephone number, including area code,

of agent for service)

COPIES TO:

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

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

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

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

CALCULATION OF REGISTRATION FEE

		Proposed		
		Maximum		
Title Of Each Class Of	Amount	Proposed Maximum	Aggregate	
Securities To Be	To Be	Offering Price	Offering	Amount Of
Registered	Registered (1)	(2)(3)	Price (2)(3)	Registration Fee
Common Stock, par value \$2.50 per share (and associated stock purchase rights)(4)	4,877,178	\$24.49	119,442,089	\$9,663

(1) Based on the maximum number of shares of the Registrant's common stock that may be issued in connection with the proposed merger of Premier Bancorp, Inc. with and into the Registrant. In accordance with Rule 416, this Registration Statement shall also register any additional shares of the Registrant's common stock which may become issuable to prevent dilution resulting from stock splits, stock dividends or similar transactions as provided by the agreement relating to the merger.

(2) Estimated solely for purposes of calculating the registration fee.

(3)

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Computed in accordance with Rule 457(f)(1), on the basis of the average of the high and low prices reported by AMEX for the common stock of Premier Bancorp, Inc. on March 31, 2003 of \$24.49 and based on 3,417,515 shares of Premier Bancorp, Inc. common stock to be exchanged in the merger and unexercised options to purchase 222,170 shares of Premier Bancorp, Inc. common stock.

- (4) Prior to the occurrence of certain events, the stock purchase rights will not be evidenced separately from the common stock.

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

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Proxy Statement/ Prospectus

PREMIER BANCORP, INC.

PROXY STATEMENT

FOR ANNUAL MEETING OF SHAREHOLDERS

May 9, 2003

American Stock Exchange Symbol: PPA

FULTON FINANCIAL CORPORATION

PROSPECTUS FOR

4,877,178 SHARES OF FULTON FINANCIAL COMMON STOCK

Nasdaq National Market Symbol: FULT

This document constitutes a proxy statement of Premier Bancorp, Inc. in connection with the solicitation of proxies by the Board of Directors of Premier for use at the annual meeting of shareholders to be held at the Doylestown Country Club, Green Street, Doylestown, Pennsylvania, on Friday, May 9, 2003, at 9:00 a.m., local time. At the meeting, Premier shareholders will be asked to consider and vote on the following proposals:

1. To elect five Class 2 directors to the Board of Directors of Premier;
2. To approve and adopt the Agreement and Plan of Merger, dated January 16, 2003, between Premier and Fulton Financial Corporation which provides, among other things, for the merger of Premier with and into Fulton and the conversion of each share of common stock of Premier outstanding immediately prior to the merger into 1.34 shares (subject to adjustment) of Fulton common stock, plus cash in lieu of any fractional share interest;
3. To adjourn the meeting if necessary to allow Premier time to solicit more votes in favor of the merger agreement; and
4. To transact such other business as may properly be brought before the annual meeting.

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This document also constitutes a prospectus of Fulton filed as part of a registration statement filed with the Securities and Exchange Commission relating to up to 4,877,178 shares of Fulton common stock being registered for this transaction. On _____, 2003, the closing price of Fulton's common stock was \$_____, making the value of 1.34 shares of Fulton common stock equal to \$_____ on that date. The closing price of Premier's common stock on that date was \$_____. These prices will fluctuate between now and the closing of the merger. This document does not cover any resale of the Fulton stock being registered for this transaction by any shareholders deemed to be affiliates of Fulton or Premier. Premier and Fulton have not authorized any person to make use of this document in connection with any such resale.

Premier and Fulton provided all information related to their respective companies.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offense.

These securities are not savings or deposit accounts or other obligations of any bank or nonbank subsidiary of any of the parties, and they are not insured by the Federal Deposit Insurance Corporation or any governmental agency.

The date of this document is _____, 2003. This document was first sent to shareholders on or about April 11, 2003.

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You should rely only on the information contained in this document or to which this document has referred you. Premier and Fulton have not authorized anyone to provide you with information that is different. You should not assume that the information in this document is accurate as of any date other than the date on the front of the document.

The document incorporates important business and financial information about Fulton and Premier that is not included in or delivered with the document. This information is available without charge to security holders upon written or oral request to the following persons at either Premier or Fulton:

*George R. Barr, Jr., Secretary
Fulton Financial Corporation
One Penn Square
Lancaster, PA 17602
717-291-2411*

*John J. Ginley, Secretary
Premier Bancorp, Inc.
379 North Main Street
Doylestown, PA 18901
215-345-5100*

To obtain timely delivery of requested documents, you must request the information no later than May 2, 2003.

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C	<u>Opinion of Boenning & Scattergood, Inc.</u>	C-1

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QUESTIONS AND ANSWERS ABOUT THE MERGER

Q1: What do I need to do now?

A: After you have carefully read this document, indicate on your proxy card how you want your shares to be voted, then sign and mail it in the enclosed prepaid return envelope as soon as possible, so that your shares may be represented and voted at the annual meeting to be held on May 9, 2003.

Q2: If my shares are held in street name by my broker, will my broker vote my shares for me?

A: Maybe. Your broker will vote your shares only if you provide instructions on how to vote. You should follow the directions provided by your broker. Without instructions, your shares will not be voted on the merger agreement.

Q3: Can I change my vote after I have mailed my signed proxy card?

A: Yes. There are three ways for you to revoke your proxy and change your vote. First, you may send a written notice to the person to whom you submitted your proxy stating that you would like to revoke your proxy. Second, you may complete and submit a new proxy card with a later date. Third, you may vote in person at the annual meeting. If you have instructed a broker to vote your shares, you must follow directions received from your broker to change your vote.

Q4: Should I send in my stock certificates now?

A: No. Shortly after the merger is completed, Fulton will send you written instructions for exchanging your stock certificates. Fulton will request that you return your Premier stock certificates at that time.

Q5: When do you expect to merge?

A: Fulton and Premier expect to complete the merger no later than the third quarter of 2003. In addition to the approval of Premier shareholders, Fulton must also obtain regulatory approvals. Fulton and Premier expect to receive all necessary approvals no later than the third quarter of 2003.

Q6: Who should I call with questions or to obtain additional copies of this document?

A: You should call either:

George R. Barr, Jr., Secretary
Fulton Financial Corporation
One Penn Square
Lancaster, PA 17604
717-291-2411

John J. Ginley, Secretary
Premier Bancorp, Inc.
379 North Main Street
Doylestown, PA 18901
215-345-5100

Q7: If my shares are held in an IRA, who votes those shares?

A. You vote shares held by you in an IRA as though you held those shares directly.

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SUMMARY

This summary highlights selected information from this document. Because this is a summary, it does not contain all of the information that is important to you. To understand the merger fully, you should carefully read this entire document and the attached exhibits. See "Where You Can Find More Information" on page 68 for reference to additional information available to you regarding Fulton and Premier.

The Companies (See page 45 for Fulton, page 49 for Premier)

Fulton Financial Corporation

One Penn Square

Lancaster, Pennsylvania 17604

717-291-2411

Fulton Financial Corporation is a Pennsylvania business corporation and a registered financial holding company that maintains its headquarters in Lancaster, Pennsylvania. As a financial holding company, Fulton engages in general commercial and retail banking and trust business, and also in related financial businesses, through its 19 directly-held bank and nonbank subsidiaries. Fulton's bank subsidiaries currently operate 125 banking offices in Pennsylvania, 19 banking offices in Maryland, 12 banking offices in Delaware, and 37 banking offices in New Jersey. As of December 31, 2002, Fulton had consolidated total assets of approximately \$8.4 billion.

The principal assets of Fulton are its ten wholly-owned bank subsidiaries:

Fulton Bank, a Pennsylvania bank and trust company which is not a member of the Federal Reserve System;

Lebanon Valley Farmers Bank, a Pennsylvania bank and trust company which is a member of the Federal Reserve System;

Swineford National Bank, a national banking association which is a member of the Federal Reserve System;

Lafayette Ambassador Bank, a Pennsylvania bank and trust company which is a member of the Federal Reserve System;

FNB Bank, National Association, a national banking association which is a member of the Federal Reserve System;

Hagerstown Trust Company, a Maryland trust company which is not a member of the Federal Reserve System;

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Delaware National Bank, a national banking association which is a member of the Federal Reserve System;

The Bank, a New Jersey bank which is not a member of the Federal Reserve System;

The Peoples Bank of Elkton, a Maryland bank which is not a member of the Federal Reserve System; and

Skylands Community Bank, a New Jersey bank which is not a member of the Federal Reserve System.

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In addition, Fulton has nine wholly-owned nonbank direct subsidiaries:

Fulton Financial Realty Company, which holds title to or leases certain properties on which Fulton Bank maintains branch offices or other facilities;

Fulton Reinsurance Company, LTD, which engages in the business of reinsuring credit life, accident and health insurance that is directly related to extensions of credit by Fulton's bank subsidiaries;

Central Pennsylvania Financial Corp., which owns certain non-banking subsidiaries holding interests in real estate and certain limited partnership interests in partnerships invested in low and moderate income housing projects;

FFC Management, Inc., which owns certain securities and corporate owned life insurance policies;

Fulton Financial Advisors, National Association, a limited purpose national banking association with trust powers;

Dearden, Maguire, Weaver and Barrett, LLC, an investment management and advisory firm;

Fulton Insurance Services Group, Inc., an insurance agency;

FFC Penn Square, Inc., which holds certain trust preferred securities; and

Drovers Capital Trust I, which issued certain trust preferred securities.

Premier Bancorp, Inc.

379 North Main Street

Doylestown, PA 18901

215-345-5100

Premier, a Pennsylvania corporation, is the holding company for Premier Bank, a Pennsylvania state chartered bank. At December 31, 2002, Premier had total consolidated assets of approximately \$610 million, deposits of approximately \$456 million and shareholders' equity of approximately \$38 million. Premier Bank has seven branches located in Bucks, Northampton and Montgomery Counties, Pennsylvania. Premier Bank is engaged principally in the business of taking deposits and making commercial loans, residential mortgage loans, consumer loans and home equity and property improvement loans. Premier has two wholly-owned non-bank subsidiaries, PBI Capital Trust and Premier Capital Trust II.

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Premier Bank also owns a 99% membership in, and Premier owns a 1% membership interest in, each of Lenders Abstract, LLC and Premier Bank Insurance Services, LLC.

Agreement to Merge (See page 18)

Fulton and Premier entered into a merger agreement on January 16, 2003. The merger agreement provides that each share of Premier common stock outstanding on the effective date of the merger will be exchanged for 1.34 shares (subject to adjustment) of Fulton common stock, and Premier will merge with Fulton. A copy of the merger agreement is attached to this document as Exhibit A and is incorporated herein by reference.

Each Premier Share Will Be Exchanged For 1.34 Shares Of Fulton Common Stock (See page 32)

If the merger is completed, you will receive 1.34 shares of Fulton common stock for each share of Premier common stock you own. Fulton will not issue any fractional shares. Premier common shareholders will receive a cash payment for any fractional shares based on the market price of Fulton common stock during a period leading up to completion of the merger. On _____, 2003, the closing price of Fulton common stock was \$_____, making the

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value of 1.34 shares of Fulton common stock equal to \$_____ on that date. Because the market price of Fulton stock fluctuates, you will not know when you vote what the shares will be worth when issued in the merger.

If the average price of Fulton common stock is below \$11.18 for a ten day period just before the merger, and if the price of Fulton common stock has also declined 20% more than the decline (if any) in the average NASDAQ Bank Index for the same period as compared to the NASDAQ Bank Index on January 15, 2003, Premier may terminate the merger. Neither party would owe the other any penalty or fee as a result of termination of the merger agreement. The market price termination provisions will be based on an average of the closing bid and asked prices for the Fulton common stock for the ten (10) consecutive trading days immediately preceding the date which is two (2) business days prior to the closing date of the merger. See Termination; Effect of Termination on page 39.

No Federal Income Tax On Shares Received In Merger (See page 41)

Premier shareholders generally will not recognize gain or loss for federal income tax purposes for the shares of Fulton common stock they receive in the merger. Fulton's attorneys have issued a legal opinion to this effect, which is included as an exhibit to the registration statement filed with the SEC for the shares to be issued in the merger. Premier shareholders will be taxed on cash received instead of any fractional share. Tax matters are complicated, and tax results may vary among shareholders. Fulton and Premier urge you to contact your own tax advisor to understand fully how the merger will affect you.

Premier Board Recommends Shareholder Approval (See page 20)

The Premier Board believes that the merger is in the best interests of Premier and its shareholders and recommends that you vote FOR approval of the merger agreement.

Exchange Ratio Is Fair From A Financial Point Of View According To Premier's Financial Advisor (See page 21)

Boenning & Scattergood, Inc. has given an opinion to the Premier Board that, as of January 16, 2003 and as of [date], the exchange ratio in the merger is fair from a financial point of view to Premier's shareholders. The full text of this opinion is attached as Exhibit C to this document. Fulton and Premier encourage you to read the opinion carefully. Premier has agreed to pay Boenning & Scattergood, Inc. a fee equal to approximately \$915,000. A portion of this fee was paid upon engagement, a portion when the fairness opinion was issued and an additional portion will be paid upon completion of the merger.

Vote Required To Approve Merger Agreement (See page 17)

Approval of the merger agreement requires the affirmative vote of the holders of at least 66 2/3% of Premier's outstanding common stock. The directors and executive officers of Premier and their affiliates together own about 44.77% of Premier's outstanding common stock as of March 31, 2003. The directors and executive officers of Premier have signed voting agreements pursuant to which they have agreed to vote their shares in favor of the merger.

Brokers who hold shares of Premier common stock as nominees will not have authority to vote such shares with respect to the merger unless shareholders provide them with voting instructions.

The merger does not require the approval of Fulton's shareholders.

Annual Meeting To Be Held May 9, 2003 (See page 16)

Premier will hold its annual meeting of shareholders on Friday, May 9, 2003, at 9:00 a.m., local time, at the Doylestown Country Club, Green Street, Doylestown, Pennsylvania.

At the meeting, you will vote on the election of five Class 2 directors, the merger agreement, a proposal to adjourn the meeting to solicit additional proxies, if necessary, in the event there are not sufficient votes at the time of the annual meeting to approve the merger agreement, and any other business that properly arises.

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Record Date Set At March 31, 2003; Voting (See page 16)

You are entitled to vote at the annual meeting if you owned shares of Premier common stock at the close of business on March 31, 2003, the record date. On March 31, 2003, there were 3,417,515 shares of Premier common stock outstanding. You will have one vote at the meeting for each share of Premier common stock you owned on March 31, 2003 for all matters except the election of directors, for which you are entitled to exercise cumulative voting rights.

Conditions That Must Be Satisfied For The Merger To Occur (See page 33)

The following conditions must be met for Fulton and Premier to complete the merger in addition to other customary conditions:

approval of the merger by Premier's shareholders;

the absence of legal restraints that prevent the completion of the merger;

receipt of a legal opinion that the merger will be tax-free to shareholders, except for any cash received in lieu of fractional shares;

the continuing accuracy of the parties' representations in the merger agreement;

receipt of all required regulatory approvals; and

the continuing effectiveness of the registration statement filed with the SEC.

Regulatory Approvals Required (See page 40)

Fulton and Premier cannot complete the merger unless Fulton obtains the approvals of the Federal Reserve Board and the Pennsylvania Department of Banking. Fulton has filed the required applications and notices seeking approval of the merger. Although Fulton and Premier believe regulatory approvals will be received in a timely manner, Fulton and Premier cannot be certain when or if they will be obtained.

Termination And Amendment Of The Merger Agreement (See page 39)

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Premier and Fulton can mutually agree at any time to terminate the merger agreement without completing the merger. Either party can also terminate the merger agreement in the following circumstances:

if any condition precedent to a party's obligations under the merger agreement is unsatisfied on September 30, 2003, through no fault of the other party, provided that this date may be extended until December 31, 2003, if closing has not occurred because regulatory approval has not then been received;

if the other party has materially breached a representation, warranty or covenant and has not cured such breach within thirty days of receiving written notice of the breach; or

the market price of Fulton common stock for a ten day period just before the merger is \$11.18, and the decline in Fulton Common Stock is at least 20% greater than the decline, if any, generally experienced in bank stocks as measured against an index.

In addition, Fulton may terminate the merger agreement if Premier's Board of Directors exercises its fiduciary duty with respect to a proposed acquisition of Premier by someone other than Fulton.

Fulton and Premier can agree to amend the merger agreement in any way, except that after the shareholders' meeting they cannot decrease the consideration you will receive in the merger. Either company can waive any of the

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requirements of the other company in the merger agreement, except that neither company can waive any required regulatory approval.

No Dissenters Rights Of Appraisal (See page 42)

Premier's shareholders are not entitled to exercise dissenters' rights under the provisions of Subchapter D of Chapter 15 of the Pennsylvania Business Corporation Law of 1988, as amended.

Fulton To Continue As Surviving Corporation (See page 31)

Fulton will continue as the surviving corporation after the merger. The Boards of Directors and executive officers of Fulton and its subsidiaries will not change as a result of the merger, except that:

Fulton will appoint to its Board of Directors one of Premier's current directors who will serve until Fulton's 2004 annual meeting, and Fulton will nominate such person to serve for a three year term at such meeting;

All of Premier Bank's current directors are expected to remain on Premier Bank's Board following the merger.

Your Rights As Shareholders Will Change After The Merger (See page 65)

Upon completion of the merger, you will become a shareholder of Fulton. Fulton's Articles of Incorporation and Bylaws and Pennsylvania law determine the rights of Fulton's shareholders. The rights of shareholders of Fulton differ in certain respects from the rights of shareholders of Premier.

Warrant Agreement (See page 37)

In connection with the merger agreement, Premier granted Fulton a warrant to purchase up to 835,000 shares of Premier common stock at an exercise price of \$17.85 per share. The warrant acts to discourage other companies from acquiring Premier and provides compensation to Fulton in the event that the merger falls through because another party gains control of Premier. Generally, Fulton may exercise this warrant only if another party seeks to gain control of Premier. We do not believe that any of the events which would permit Fulton to exercise the warrant have occurred as of the date of this document.

The warrant agreement and warrant are attached to this document as Exhibit B.

Interests of Certain Persons In The Merger (See page 43)

When considering the recommendation of the Premier Board, you should be aware that some directors and officers have interests in the merger which may conflict with their interests as shareholders. These interests include:

Each of Premier's current Chairman, Clark S. Frame, President and Chief Executive Officer, John C. Soffronoff, and Senior Vice President and Secretary, John J. Ginley, have entered into employment agreements with Premier Bank that will become effective upon completion of the merger. These employment agreements will replace existing change in control agreements which each of Messrs. Soffronoff and Ginley had with Premier;

Officers and directors hold stock options to purchase Premier stock that will convert into options to purchase Fulton stock. As of _____, 2003, the difference between the aggregate exercise price and the market value of the shares underlying the options held by executive officers and directors, which represents the economic value of the options, was approximately \$_____; and

Following the merger, Fulton will indemnify, and provide liability insurance to, directors of Premier.

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Forward Looking Information

This document contains and incorporates some forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include statements regarding intent, belief or current expectations about matters including statements as to beliefs, expectations, anticipations, intentions or similar words. Forward-looking statements are also statements that are not statements of historical fact. Forward-looking statements are subject to risks, uncertainties and assumptions. These include, by their nature:

the effects of changing economic conditions in Fulton's and Premier's market areas and nationally;

credit risks of commercial, real estate, consumer and other lending activities;

significant changes in interest rates;

changes in federal and state banking laws and regulations which could impact operations;

funding costs;

other external developments which could materially affect the business and operations of Fulton and Premier;

the ability of Fulton to assimilate Premier after the merger; and

other risks detailed from time to time in Premier's and Fulton's SEC filings, including forms 10-Q and 10-K.

If one or more of these risks or uncertainties occurs or if the underlying assumptions prove incorrect, actual results, performance or achievements in 2003 and beyond could differ materially from those expressed in, or implied by, the forward-looking statements.

Share Information And Market Prices

Fulton common stock trades on the National Market System of the NASDAQ Stock Market under the symbol FULT. Premier common stock trades on the American Stock Exchange under the trading symbol PPA. The table below shows the last sale prices of Fulton common stock, Premier common stock and the equivalent price per share of Premier common stock based on the exchange ratio on January 15, 2003 and _____, 2003.

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On January 15, 2003, the last trading day before public announcement of the merger agreement, the per share closing price for Fulton common stock was \$18.64. Based on such closing price for such date and the conversion ratio of 1.34 shares of Fulton common stock for each share of Premier common stock, the pro forma value of the shares of Fulton common stock to be received in exchange for each share of Premier common stock was \$24.98.

On January 15, 2003, the last trading day before public announcement of the merger agreement, the per share closing price for Premier common stock was \$17.85.

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The foregoing historical and pro forma equivalent per share market information is summarized in the following table.

	Historical	Pro Forma
	Price Per Share	Equivalent
	Price Per Share	Price Per Share ¹
Fulton Common Stock		
Closing Price on January 15, 2003	\$ 18.64	N/A
Closing Price on _____, 2003		N/A
Premier Common Stock		
Closing Price on January 15, 2003	\$ 17.85	\$ 24.98
Closing Price on _____, 2003		\$

The market prices of both Fulton and Premier common stock will fluctuate prior to the merger. You should obtain current market quotations for Fulton common stock and Premier common stock.

Comparative Per Share Data

Fulton and Premier have summarized below the per share information for each company on an historical, pro forma combined and equivalent basis. You should read this information in conjunction with the historical financial statements and the related notes contained in the annual and quarterly reports and other documents Fulton and Premier have filed with the SEC or attached to this document. See **Where You Can Find More Information** on page 68. The Fulton pro forma information gives effect to the merger, assuming that 1.34 shares of Fulton common stock are issued for each outstanding share of Premier common stock.

¹ Based upon the product of the Conversion Ratio (1.34) and the closing price of Fulton common stock on January 15, 2003 and _____, 2003, respectively.

Table of Contents**Selected Historical and Pro Forma****Combined Per Share Data (A)**

Fulton	As of or for the Year Ended December 31, 2002
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Historical Per Common Share:

Average Shares Outstanding (Basic)	102,636,000
Average Shares Outstanding (Diluted)	103,309,000
Book Value	\$8.54
Cash Dividends	\$0.586
Net Income (Basic)	\$1.30
Net Income (Diluted)	\$1.29

Fulton, Premier Combined**Pro Forma Per Common Share:**

Average Shares Outstanding (Basic)	107,145,726
Average Shares Outstanding (Diluted)	107,990,579
Book Value	\$9.03
Cash Dividends	\$0.586
Net Income (Basic)	\$1.253
Net Income (Diluted)	\$1.243

- (A) The above combined pro forma per share equivalent information is based on average shares outstanding during the period except for the book value per share which is based on period end shares outstanding. Financial information reflects the acquisition of Premier accounted for under the purchase method of accounting applied to historical financial information as of and for the year ended December 31, 2002. Per share dividends reflect Fulton's historic payment history. Net income utilized in the calculation of income per share does not reflect any anticipated expense savings, revenue enhancements or capital restructuring anticipated by Fulton as a result of this transaction.

Table of Contents**Selected Historical and Pro Forma****Combined Per Share Data (A)**

Premier	As of or for the Year Ended December 31, 2002
<u>Historical Per Common Share:</u>	
Average Shares Outstanding (Basic)	3,365,467
Average Shares Outstanding (Diluted)	3,493,716
Book Value	\$7.81
Cash Dividends	\$0.00
Net Income (Basic)	\$1.26
Net Income (Diluted)	\$1.22
<u>Equivalent Pro Forma Per Common Share:</u>	
Book Value	\$12.10
Cash Dividends	\$ 0.785
Net Income (Basic)	\$ 1.68
Net Income (Diluted)	\$ 1.67

- (A) The above combined pro forma per-share equivalent information is based on average shares outstanding during the period except for the book value per share which is based on period end shares outstanding. The number of shares in each case has been adjusted for stock dividends and stock splits by each institution through the periods. The equivalent pro forma per common share information is derived by applying the exchange ratio of 1.34 shares of Fulton \$2.50 per share par value common stock for each Premier \$0.33 per share par value common stock to the Fulton, Premier combined pro forma per common share information.

Table of Contents**Selected Financial Data**

The following tables show certain historical consolidated summary financial data for both Fulton and Premier. This information is derived from the consolidated financial statements of Fulton and Premier incorporated by reference in, or included with, this document. See [Where You Can Find More Information](#) on page 68.

Fulton Financial Corporation**Selected Historical Financial Data**

(In thousands, except per share data)

	2002	2001	2000	1999	1998
FOR THE YEAR					
Interest income	\$ 469,288	\$ 518,680	\$ 519,661	\$ 465,221	\$ 450,195
Interest expense	158,219	227,962	243,874	199,128	199,430
Net interest income	311,069	290,718	275,787	266,093	250,765
Provision for loan losses	11,900	14,585	15,024	9,943	6,848
Other income	115,783	102,744	76,980	68,002	65,999
Other expenses	225,536	218,921	186,472	177,026	173,274
Income before income taxes	189,416	159,956	151,271	147,126	136,642
Income taxes	56,468	46,367	44,437	42,499	41,635
Net income	\$ 132,948	\$ 113,589	\$ 106,834	\$ 104,627	\$ 95,007
PER-SHARE DATA					
Net income (basic)	\$ 1.30	\$ 1.10	\$ 1.05	\$ 1.02	\$ 0.92
Net income (diluted)	1.29	1.09	1.05	1.01	0.92
Cash dividends	0.586	0.530	0.426	0.426	0.384
AT YEAR END					
Total assets	\$ 8,387,778	\$ 7,770,711	\$ 7,364,804	\$ 6,787,424	\$ 6,433,612
Net loans	5,317,068	5,373,020	5,374,659	4,882,606	4,420,481
Deposits	6,245,528	5,986,804	5,502,703	5,051,512	5,048,924
Long-term debt	535,555	456,802	559,503	460,573	358,696
Shareholders' equity	863,742	811,454	731,171	662,749	654,070
AVERAGE BALANCES					
Shareholders' equity	\$ 838,213	\$ 779,014	\$ 673,971	\$ 663,841	\$ 633,056
Total assets	7,900,500	7,520,071	7,019,523	6,533,632	6,093,496

Table of Contents**Premier Bancorp, Inc.****Selected Historical Financial Data****(In thousands, except for per share data)**

	2002	2001	2000	1999	1998
For the Year					
Interest income	\$ 32,794	\$ 29,651	\$ 26,693	\$ 21,929	\$ 16,516
Interest expense	15,265	16,625	15,294	11,420	8,922
Net interest income	17,529	13,026	11,399	10,509	7,594
Provision for loan losses	870	818	528	719	505
Other income	937	594	319	124	357
Other expenses	10,953	9,405	8,454	6,744	4,903
Income before income taxes	6,643	3,397	2,736	3,170	2,543
Income taxes	1,929	863	675	765	788
Net income	\$ 4,714	\$ 2,534	\$ 2,061	\$ 2,405	\$ 1,755
LESS: preferred stock dividends	\$ 468	\$	\$	\$	\$
Net income applicable to common shareholder	\$ 4,246	\$ 2,534	\$ 2,061	\$ 2,405	\$ 1,755
Per Share Data					
Net income (basic)	\$ 1.26	\$ 0.79	\$ 0.67	\$ 0.80	\$ 0.67
Net income (diluted)	1.22	0.74	0.60	0.70	0.56
Cash dividends					
At Year End					
Total assets	\$ 609,972	\$ 450,569	\$ 355,201	\$ 318,660	\$ 249,193
Net loans	355,598	310,876	235,552	196,121	138,100
Deposits	456,486	358,282	303,293	237,481	191,226
Long-term debt	60,000	30,000			15,000
Subordinated debt	1,500	3,500	1,500	1,500	1,500
Shareholders' equity	38,436	19,609	16,455	12,647	11,767
Average Balances					
Shareholders' equity	\$ 29,297	\$ 18,549	\$ 13,510	\$ 13,671	\$ 10,933
Total assets	525,217	399,102	339,758	291,040	214,118

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RISK FACTORS

An investment in the Fulton common stock in connection with the merger involves certain risks. In addition to the other information contained in this proxy statement/prospectus, you should carefully consider the following risk factors in deciding whether to vote for approval of the merger agreement.

RISK FACTORS RELATED TO THE MERGER

Fluctuations in Market Price of Fulton Common Stock May Cause the Value of the Merger Consideration to Decrease and Premier's Board of Directors may abandon the merger.

Upon completion of the merger, your shares of Premier common stock will be converted into shares of Fulton common stock. While the merger consideration has been structured to provide that Premier shareholders will receive for each of their shares of Premier common stock, 1.34 shares of Fulton common stock, the value of 1.34 shares of Fulton common stock at the time of the merger is uncertain. Stock price changes may result from a variety of factors that are beyond the control of Fulton, including, among other things, changes in Fulton's business, operations and prospects, regulatory considerations and general market and economic conditions.

Although the aggregate market value of the Fulton common stock that you will receive in the merger is fixed within certain limits, Premier will have the right to terminate the merger agreement and abandon the merger before the closing if:

The average trading price for Fulton common stock for the 10 consecutive days immediately preceding the date which is two business days before the effective date of the merger is less than \$11.18 per share; and

The average trading price for Fulton common stock for the 10 consecutive days immediately preceding the date which is two business days before the effective date of the merger is less than the amount per share equal to \$18.64 multiplied by .80 multiplied by the quotient of the Average NASDAQ Bank Index for the 10 trading days immediately preceding the two business days prior to the effective date over the NASDAQ Bank Index on January 15, 2003.

Accordingly, at the time you vote with respect to the merger, you will not know the market value or the number of the shares of Fulton common stock that you will receive in the merger nor will you know whether Premier's Board of Directors will opt to terminate the merger agreement if the above conditions occur.

The price of Fulton common stock may vary from its price on the date of this proxy statement/prospectus, the date of the Premier annual meeting and the date for determining the average trading price discussed above. Because the date the merger is completed will be later than the date of the annual meeting, the price of the Fulton common stock on the date of the annual meeting may not be indicative of its price on the date the merger is completed.

You Will Have Less Influence as a Shareholder of Fulton Than as a Shareholder of Premier.

As a Premier shareholder, you currently have the right to vote in the election of the board of directors of Premier and on other matters affecting Premier. The merger will transfer control of Premier to Fulton and to the shareholders of Fulton. When the merger occurs, you will become a shareholder of Fulton with a percentage ownership of Fulton that is smaller than your percentage ownership of Premier. Because of this, you will have less influence on the management and policies of Fulton than you now have on the management and policies of Premier.

THE ANNUAL MEETING

We are providing this document to holders of Premier common stock to solicit your proxy for use at the annual meeting of Premier shareholders and any adjournments or postponements of the meeting.

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Time, Date and Place

The annual meeting of Premier's shareholders will be held at 9:00 a.m., local time, on Friday, May 9, 2003, at the Doylestown Country Club, located at Green Street, Doylestown, Pennsylvania 18901.

Matters to be Considered

The purposes of the annual meeting are to elect five Class 2 directors to the Board of Directors, to consider and approve and adopt the merger agreement, to approve a proposal to adjourn the meeting if more time is needed to solicit proxies and to transact such other business as may properly come before the annual meeting or any adjournment or postponement of the annual meeting. At this time, the Premier board of directors is unaware of any matters, other than set forth in the preceding sentence, that may be presented for action at the annual meeting.

A vote for approval of the merger agreement is a vote for approval of the merger of Premier into Fulton and for the exchange of Premier common stock for Fulton common stock. If the merger is completed, Premier common stock will be cancelled and you will receive 1.34 shares (subject to adjustment for stock splits, stock dividends and similar matters) of Fulton common stock in exchange for each share of Premier common stock that you hold. Fulton will pay cash in lieu of issuing any fractional share interests to you.

Shares Outstanding and Entitled to Vote; Record Date

The close of business on March 31, 2003 has been fixed by Premier's board of directors as the record date for the determination of holders of Premier common stock entitled to notice of and to vote at the annual meeting and any adjournment or postponement of the annual meeting. At the close of business on the record date, 3,417,515 shares of Premier common stock were outstanding and entitled to vote. Each share of Premier common stock entitles the holder to one vote at the annual meeting on all matters properly presented at the annual meeting, except for the election of five (5) Class 2 directors, where cumulative voting is permitted.

How to Vote Your Shares

Shareholders of record may vote by mail or by attending the annual meeting and voting in person. If you choose to vote by mail, simply mark the enclosed proxy card, date and sign it, and return it in the postage paid envelope provided.

If your shares are held in the name of a bank, broker or other holder of record, you will receive instructions from the holder of record that you must follow in order for your shares to be voted. Also, please note that if the holder of record of your shares is a broker, bank or other nominee and you wish to vote in person at the annual meeting, you must bring a letter from the broker, bank or other nominee confirming that you are the beneficial owner of the shares.

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Any shareholder executing a proxy may revoke it at any time before it is voted by:

delivering to the Secretary of Premier prior to the annual meeting a written notice of revocation addressed to John J. Ginley, Corporate Secretary, Premier Bancorp, Inc., 379 North Main Street, Doylestown, Pennsylvania 18901;

delivering to Premier prior to the annual meeting a properly executed proxy with a later date; or

attending the annual meeting and voting in person.

Attendance at the annual meeting will not, in and of itself, constitute revocation of a proxy.

Each proxy returned to Premier (and not revoked) by the holder of Premier common stock will be voted in accordance with the instructions indicated thereon. If no instructions are indicated, the proxy will be voted **FOR** election of each of the nominees, **FOR** approval and adoption of the merger agreement, and **FOR** each proposal.

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At this time, the Premier board of directors is unaware of any matters, other than set forth above, that may be presented for action at the annual meeting or any adjournment or postponement of the annual meeting. If other matters are properly presented, however, the persons named as proxies will vote in accordance with their judgment with respect to such matters. The persons named as proxies by a shareholder may propose and vote for one or more adjournments or postponements of the annual meeting to permit additional solicitation of proxies in favor of approval and adoption of the merger agreement, but no proxy voted against the merger agreement will be voted in favor of any such adjournment or postponement.

Vote Required

A quorum, consisting of the holders of a majority of the issued and outstanding shares of Premier common stock, must be present in person or by proxy before any action may be taken at the annual meeting. Abstentions will be treated as shares that are present for purposes of determining the presence of a quorum but will not be counted in the voting on a proposal.

Cumulative voting rights exist only with respect to the election of directors. This means that each shareholder has the number of votes equal to the number of directors to be elected multiplied by the number of shares owned and is entitled to cast the whole number of votes for one nominee or to distribute them among two or more nominees, as the shareholder determines. The proxy holders also have the right to vote cumulatively and to distribute their votes among nominees as they consider advisable, unless a shareholder indicates on his or her proxy how he or she desires the votes to be cumulated for voting purposes. On all other matters to come before the annual meeting, each share of common stock is entitled to one vote for each share owned.

If a quorum is present, the five nominees for Class 2 Director receiving a majority of the votes cast by the shareholders entitled to vote will be elected. The proxy holders will not cast votes withheld or broker non-votes for or against any director nominees.

The affirmative vote of 66 ²/₃% of the outstanding shares of Premier common stock, in person or by proxy, is necessary to approve and adopt the merger agreement on behalf of Premier.

Premier intends to count shares of Premier common stock present in person at the annual meeting but not voting, and shares of Premier common stock for which it has received proxies but with respect to which holders of such shares have abstained on any matter, as present at the annual meeting for purposes of determining whether a quorum exists. Because approval and adoption of the merger agreement requires the affirmative vote of 66 ²/₃% of the outstanding shares of Premier common stock, such nonvoting shares and abstentions will not be counted in determining whether or not the required number of shares have been voted to approve and adopt the merger agreement. Therefore, they will effectively act as a vote against the merger. In addition, under applicable rules, brokers who hold shares of Premier common stock in street name for customers who are the beneficial owners of such shares are prohibited from giving a proxy to vote shares held for such customers in favor of the approval of the merger agreement without specific instructions to that effect from such customers. Accordingly, shares held by customers who fail to provide instructions with respect to their shares of Premier common stock to their broker will not be voted for or against the merger. However, failing to vote effectively acts as a vote against the merger agreement. Such broker non-votes, if any, will be counted as present for determining the presence or absence of a quorum for the transaction of business at the annual meeting or any adjournment or postponement thereof.

The directors and executive officers of Premier collectively owned approximately 44.77% of the outstanding shares of Premier common stock as of the record date for the annual meeting (inclusive of stock options exercisable within 60 days). Premier's directors have entered into Voting

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Agreements with Fulton pursuant to which they have agreed to vote all of their shares in favor of the merger agreement. See Security Ownership of Certain Beneficial Owners and Management, beginning on page 61.

Solicitation of Proxies

Premier will pay for the costs of mailing this document to its shareholders, as well as all other costs incurred by it in connection with the solicitation of proxies from its shareholders on behalf of its board of directors. In addition to solicitation by mail, the directors, officers and employees of Premier and its subsidiaries may solicit proxies from

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shareholders of Premier in person or by telephone, facsimile or other electronic methods without compensation other than reimbursement by Premier for their actual expenses.

Arrangements also will be made with brokerage firms and other custodians, nominees and fiduciaries for the forwarding of solicitation material to the beneficial owners of Premier common stock held of record by such persons, and Premier will reimburse such firms, custodians, nominees and fiduciaries for their reasonable out-of-pocket expenses in connection therewith. You should not send in your stock certificates with your proxy card. As described below under the caption "The Merger Exchange of Premier Stock Certificates" on page 33, you will receive materials for exchanging shares of Premier common stock shortly after the merger.

THE MERGER

The following information is intended to summarize the most significant aspects of the merger agreement. This description is not complete. We have attached the full merger agreement and the warrant agreement to this document as Exhibit A and Exhibit B, respectively, and we incorporate each in this document by reference. We urge all shareholders to read the merger agreement carefully.

The merger agreement provides that:

Premier will merge into Fulton; and

You, as a shareholder of Premier, will receive 1.34 shares (subject to adjustment for stock splits, stock dividends and similar events) of Fulton common stock for each share of Premier that you own if the merger is completed.

The Board of Directors of Premier has unanimously approved and adopted the merger agreement and believes the merger is in your best interests. Premier's Board of Directors recommends that you vote **FOR** the merger agreement.

Background of Merger

From time to time over the past several years, Premier's management and board of directors have considered various strategic alternatives as part of their continuing efforts to enhance Premier's community banking franchise and to maximize shareholder value. These strategic alternatives have included continuing as an independent institution, acquiring branch offices or other community banks, establishing related lines of business, issuing trust preferred securities and preferred stock, and entering into a strategic merger with similarly-sized or larger institutions. The board also has sought to enhance shareholder value through a stock dividend and a share repurchase program.

In October 2002, the Board of Directors authorized Clark S. Frame, Chairman of the Board, and John C. Soffronoff, President and Chief Executive Officer, to prepare information for the Board of Directors regarding a review of the strategic options available to the Board of Directors and to meet with Boenning & Scattergood, Inc. ("Boenning"). The Board of Directors authorized assessment of strategic options and engagement of Boenning as Premier Bancorp, Inc.'s financial advisor. Assessment of Premier's strategic options was made subject to the Board of

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Directors further consideration and action. Later that month, Clark S. Frame, John C. Soffronoff, Bruce E. Sickel and John J. Ginley from Premier met with representatives of Boenning to review and discuss business and valuation issues, potential interest levels of possible transaction candidates, and whether, given available information, it might be in the best interests of Premier and its constituencies to engage in a business combination with another financial institution.

Premier engaged Boenning on October 25, 2002. After that date, Boenning contacted 11 financial institutions, one of which was Fulton Financial Corporation. Of the 11 contacted financial institutions, seven executed confidentiality agreements with Boenning, including Fulton on October 30, 2002. Information regarding Premier was provided to each of the seven financial institutions that executed the confidentiality agreement.

On November 1, 2002, representatives of Boenning, on behalf of Premier, met with Rufus A. Fulton, Jr., Chairman and Chief Executive Officer, and R. Scott Smith, Jr., President and Chief Operating Officer, of Fulton Financial Corporation to discuss Fulton's interest in expanding its banking presence in the Bucks, Montgomery and

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Northampton county markets. Based on Fulton's interest in the geographic region, Boenning advised Fulton of Premier's interest in exploring a potential affiliation with Fulton. After further discussion and the exchange of information on Premier, Fulton notified Boenning of its desire to pursue a potential affiliation with Premier and to have a meeting with representatives of its management team. Between October 30 and November 8, 2002, Boenning met with the representatives of five other financial institutions regarding exploration of a potential affiliation with Premier.

A meeting with representatives of Boenning, Fulton and Premier occurred on November 12, 2002, whereby Fulton and Premier discussed strategic visions and the future of each company and the financial services industry in general. Based on their similar philosophies, Fulton and Premier agreed to continue to explore a potential combination between their respective companies.

Between November 12 and 19, 2002, Boenning and/or Premier also met with four other financial institutions which had previously executed confidentiality agreements to discuss the strategic visions and future of those companies.

On November 20, 2002, Fulton submitted a confidential non-binding indication of interest, including a range of potential financial terms, to Premier via Boenning. On November 27, 2002, two of the four other financial institutions that Boenning had met with also submitted written indications of interest through Boenning.

At Premier's December 4, 2002, special meeting of the Board of Directors, representatives of Boenning presented to the Board the confidential non-binding indications of interest including the one received from Fulton Financial Corporation, dated November 20, 2002. Terms of the indications of interest were discussed, including financial terms. Information regarding each of the companies submitting an indication of interest was presented to and discussed by the board of directors. At this meeting, Premier's Board authorized continued discussions with Fulton and one other company and the conduct of due diligence on Premier by Fulton and one other company. Due diligence on Premier was conducted between December 9-12, 2002.

On December 12, 2002, at Premier's regularly scheduled Board of Directors meeting, Messrs. Frame and Soffronoff provided a status report of the two companies' results of due diligence and further discussions between the parties. On December 13, 2002, Boenning was informed by the other company that had performed due diligence on Premier that it was no longer interested in pursuing a business combination with Premier. Also, on December 13, 2002, representatives of Boenning telephoned Mr. Fulton to generally discuss Fulton's due diligence review of Premier and to request information on Fulton. On December 16, 2002, Fulton and Boenning executed a confidentiality agreement and certain confidential financial information of Fulton was provided to Boenning.

On December 17, 2002, Fulton submitted a revised indication of interest to Premier via Boenning. At the December 19, 2002, Premier Board of Directors special meeting, which was attended by representatives of Boenning and Shumaker Williams, P.C., Fulton's December 17, 2002 indication of interest was reviewed and discussed. Transaction terms were discussed with and by the Board of Directors, including proposed financial terms. Information regarding the proposed transaction and Fulton Financial Corporation were reviewed and discussed by the board of directors. At this meeting, the Board of Directors rejected Fulton's revised proposal as presented but authorized continued negotiations with Fulton.

On December 23, 2002, at a meeting among representatives of Boenning, Premier and Fulton, the parties discussed price and other matters related to the proposed transaction. Over the next week, several telephone calls between representatives of Boenning, Premier and Fulton occurred in which financial and other issues were discussed.

On January 6, 2003, Fulton submitted a second revised confidential indication of interest to Premier via Boenning. At a January 7, 2003 Premier Board of Directors special meeting, in which representatives of Boenning and Shumaker Williams, P.C. were present, proposed transaction terms were discussed with the Board of Directors, including financial terms. The January 6, 2003 Fulton revised confidential non-binding indication of interest was reviewed and discussed by the Board of Directors. Clark S. Frame, Chairman of the Board, John C. Soffronoff, President and Chief Executive Officer, and Premier's representatives were authorized to continue negotiations with Fulton and to conduct due diligence regarding Fulton for further consideration and action by the Board of Directors. On January 8, 2003, Premier, through Boenning, sent a due diligence request list to Fulton, and on January 9, 2003, representatives of Boenning telephoned Fulton representatives and discussed due diligence items.

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On January 10, 2003, several telephone calls were made between representatives of Boenning, Premier and Fulton to discuss deal points, including financial terms. Also on January 10, 2003, due diligence was conducted on Fulton by Premier and its representatives, and a draft of the proposed merger agreement and related agreements were forwarded to Premier and its legal counsel by Fulton's legal counsel. From January 12-15, 2003, legal counsel for both Premier and Fulton, together with the parties and their representatives, negotiated the merger agreement and related documents.

On January 16, 2003, Premier's Board of Directors held a special meeting at which representatives of Boenning and Shumaker Williams, P.C. were present. The results of Premier's due diligence on Fulton was discussed by the Board of Directors. Boenning and counsel briefed the Board on final negotiations concerning the merger agreement and related matters. During this meeting, Boenning delivered its opinion to the Premier Board of Directors that, as of such date, the exchange ratio in the merger was fair to the holders of Premier common stock from a financial point of view. The Board of Directors, with special counsel, reviewed the agreement and its terms. The Board of Directors discussed the deal terms including financial terms. Following review by the Premier Board of Directors of the foregoing matters, the Premier Board unanimously approved the merger agreement and the transactions contemplated by the merger agreement. The board of directors of Premier believes that the transaction and its terms are in the best interests of the Premier shareholders and Premier's other constituencies. Immediately following the conclusion of the Premier Board Meeting on January 16, 2003, the parties executed the definitive agreement and related documents and made a public announcement of the transaction.

Recommendation of the Premier Board of Directors and Reasons for the Merger

The Premier board has unanimously approved the merger agreement and unanimously recommends that Premier shareholders vote **FOR** approval and adoption of the merger agreement.

The Premier board has determined that the merger is fair to, and in the best interests of, Premier and its shareholders. In approving the merger agreement, the Premier board consulted with Boenning with respect to the financial aspects and fairness of the exchange ratio from a financial point of view and with its legal counsel as to its legal duties and the terms of the merger agreement. In arriving at its determination, the Premier board also considered a number of factors, including the following:

the board's familiarity with and review of information concerning the business, results of operations, financial condition, competitive position and future prospects of Premier;

the current and prospective environment in which Premier operates, including national, regional and local economic conditions, the competitive environment for banks and other financial institutions generally and the increased regulatory burdens on financial institutions generally and the trend toward consolidation in the banking industry and in the financial services industry;

the financial presentation of Boenning and the opinion of Boenning that, as of the date of such opinion, the exchange ratio of 1.34 shares of Fulton common stock per share was fair, from a financial point of view, to the holders of Premier common stock (see Opinion of Premier's Financial Advisor, beginning on page 21);

the historical market prices of Premier common stock and the fact that the 1.34 per share merger consideration represented a 39.9% premium over the per share closing price of Premier common stock on January 15, 2003 and a 73.5% premium over the per share closing prices of Premier common stock one month prior to the merger announcement (see Market Price of and Dividends on Fulton

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Common Stock on page 43 and Market Price of and Dividends on Premier Common Stock on page 50);

results that could be expected to be obtained by Premier if it continued to operate independently, and the likely benefits to shareholders of such course, as compared with the value of the merger consideration being offered by Fulton;

the financial attributes of Fulton and Fulton's common stock, dividend yield, liquidity and corporate fundamentals;

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the effects of the merger on Premier's depositors and customers and the communities served by Premier, which was deemed to be favorable given that they would be served by a geographically diversified organization which had greater resources than Premier;

the historical performance of Fulton;

the future business prospects of Fulton;

the ability for Premier's Board to continue to maintain the Premier Bank brand name for at least three years following the merger; and

the effects of the merger on Premier's employees, including the prospects for employment with a large, growing organization such as Fulton.

The discussion and factors considered by Premier board are not intended to be exhaustive, but includes all material factors considered. In approving the merger agreement, Premier's board did not assign any specific or relative weights to any of the foregoing factors, and individual directors may have weighted factors differently.

Opinion of Premier's Financial Advisor

Pursuant to an engagement letter dated as of October 25, 2002, as amended, Premier retained Boenning to act as its exclusive financial advisor in connection with Premier's consideration of a possible business combination. In connection with the merger with Fulton, the Premier board requested Boenning to render its opinion as to the fairness, from a financial point of view, of the exchange ratio to the holders of Premier common stock. At the January 16, 2003 meeting at which Premier's board considered the merger agreement, Boenning rendered its opinion to the board that, based upon and subject to the various considerations set forth therein, as of January 16, 2003, the exchange ratio was fair to the holders of Premier common stock from a financial point of view. We will refer to the opinion as of January 16, 2003 as the "January Opinion" and the opinion as of as of [DATE] as the "Proxy Opinion."

The full text of Boenning's Proxy Opinion, which sets forth the assumptions made, matters considered and limitations of the review undertaken, is attached as Exhibit C to this proxy statement/prospectus, is incorporated herein by reference, and should be read in its entirety in connection with this document. The summary of the opinion of Boenning set forth below is qualified in its entirety by reference to the full text of the opinion attached as Exhibit C to this document.

Boenning was selected to act as Premier's financial advisor in connection with its strategic alternatives based upon its qualifications, expertise, reputation and experience. Boenning has formally acted as financial advisor, lead underwriter and placement agent to Premier at various times on a contractual basis. Boenning has knowledge of, and experience with the Pennsylvania and surrounding banking markets, as well as banking organizations operating in those markets, and was selected by Premier because of its knowledge of, experience with, and reputation in the financial services industry. Boenning, as part of its investment banking business, is engaged regularly in the valuation of assets, securities and companies in connection with various types of asset and securities transactions, including mergers, acquisitions, public offerings, private placements, and valuations for various other purposes and in the determination of adequate consideration in such transactions. In the ordinary course of its business as a broker-dealer, Boenning may, from time to time, purchase securities from, and sell securities to, Premier.

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On January 16, 2003, Premier's board of directors approved and executed the merger agreement. Prior to the approval, Boenning delivered its January Opinion to Premier's Board stating that, as of such date, the exchange ratio pursuant to the merger agreement was fair to the shareholders of Premier from a financial point of view. Boenning reached the same opinion as of the date of its Proxy Opinion. The full text of the Proxy Opinion which sets forth assumptions made, matters considered and limits on the review undertaken is attached as Exhibit C to this document.

No limitations were imposed by Premier's board of directors upon Boenning with respect to the investigations made or procedures followed by Boenning in rendering the January Opinion or the Proxy Opinion.

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In arriving at its opinion, Boenning, among other things:

reviewed the merger agreement;

reviewed and analyzed the stock market performance of Premier and Fulton;

studied and analyzed the consolidated financial and operating data of Premier and Fulton;

considered the terms and conditions of the merger between Premier and Fulton as compared with the terms and conditions of comparable bank, bank holding company, and financial holding company mergers and acquisitions;

met and/or communicated with certain members of Premier's and Fulton's senior management to discuss their respective operations, historical financial statements, and future prospects;

reviewed this document;

compared the financial performance of Premier and Fulton and the prices and trading activity of the stocks of Premier and Fulton with those of certain other comparable publicly-traded banks, bank holding companies, and financial holding companies and their securities;

discussed the strategic objectives of the merger and the plans for the combined company with senior executives of Premier and Fulton, including estimates of the cost savings and other synergies projected by Fulton for the combined company;

participated in discussions and negotiations among representatives of Premier and Fulton and their advisors; and

conducted such other financial analyses, studies and investigations as it deemed appropriate.

In connection with rendering its January Opinion and Proxy Opinion, Boenning assumed that in the course of obtaining the necessary regulatory and governmental approvals for the merger, no restriction will be imposed on Fulton or Premier that would have a material adverse effect on the contemplated benefits of the merger. Boenning also assumed that there will not occur any change in applicable law or regulation that would cause a material adverse change in the prospects or operations of Fulton after the merger.

Boenning relied, without independent verification, upon the accuracy and completeness of all of the financial and other information reviewed by and discussed with it for purposes of its opinions. With respect to Premier's and Fulton's financial forecasts and other information reviewed by Boenning in rendering its opinions, Boenning assumed that such information was reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of Premier and Fulton as to their most likely future performance and the cost savings and other potential synergies (including the amount, timing and achievability thereof) anticipated to result from the merger. Boenning did not make an independent evaluation or appraisal of the assets (including loans) or liabilities of Premier or Fulton nor was it furnished with any such appraisal. Boenning also did not independently verify, and has relied on and assumed, that all allowances for loan and lease losses set forth in

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the balance sheets of Premier and Fulton were adequate and complied fully with applicable law, regulatory policy and sound banking practice as of the date of such financial statements. In addition, Boenning did not review credit files of either Premier or Fulton.

The following is a summary of selected analyses prepared by Boenning and presented to Premier's Board in connection with the January Opinion and analyzed by Boenning in connection with the January Opinion and Proxy Opinion. In connection with delivering its Proxy Opinion, Boenning updated certain analyses described below to reflect current market conditions and events occurring since the date of the January Opinion. The reviews and updates led Boenning to conclude that it was not necessary to change the conclusions it had reached in connection with rendering the January Opinion.

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Summary of Transaction. Boenning calculated the implied pricing and valuation multiples based on the implied per share deal price of [XX] (derived by multiplying the exchange ratio of 1.34 by the last reported per share sale price of Fulton of \$XX.XX as of [DATE]). Based on Premier's fiscal year 2002 earnings per common share of [XX], book value per common share of [XX], tangible book value per common share of [XX], and price per common share of [XX] (the last reported per common share price of Premier as of [DATE]), the key valuation statistics were as follows:

Aggregate Consideration to Common Shareholders¹
 Deal Price Per Common Share
 Deal Price / 2002 Earnings Per Common Share
 Deal Price / Book Value Per Common Share
 Deal Price / Tangible Book Value Per Common Share
 Deal Price / Market Price Per Common Share at Announcement

¹ Includes the implied value to option holders in excess of their exercise price.

Comparable Companies Analysis. Boenning compared selected publicly available financial, operating and stock market data for Premier with those of two peer groups. The first group, referred to as the de novo peer group, consisted of SEC reporting banks, bank holding companies, and financial holding companies headquartered in Delaware, Maryland, New Jersey, Ohio, Pennsylvania and Virginia that were founded between 1990 and 1993. The companies in the De Novo Peer Group were:

Unity Bancorp, Inc, Clinton, New Jersey;

Long Island Financial Corporation, Islandia, New York;

SVB Financial Services, Inc., Somerville, New Jersey;

CNBC Bancorp, Columbus, Ohio;

Bridge View Bancorp, Englewood Cliffs, New Jersey;

East Penn Bank, Emmaus, Pennsylvania;

Annapolis Bancorp, Inc., Annapolis, Maryland; and

Easton Bancorp, Inc., Easton, Maryland.

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The second group, referred to as the size peer group, consisted of SEC-reporting banks, bank holding companies, and financial holding companies headquartered in Pennsylvania with assets between \$[500] million and \$[750] million as of [DATE]. The companies in the Size Peer Group were

CNB Financial Corporation, Clearfield;

Republic First Bancorp, Inc., Philadelphia;

First Chester County Corporation, West Chester;

Fidelity D & D Bancorp, Inc., Dunmore;

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Chester Valley Bancorp, Inc., Downingtown;

IBT Bancorp, Inc., Irwin;

First Colonial Group, Inc., Nazareth;

Leesport Financial Corp., Wyomissing;

Franklin Financial Services Corporation, Chambersburg;

Bryn Mawr Bank Corporation, Bryn Mawr;

Penseco Financial Services Corporation, Scranton; and

QNB Corp, Quakertown.

The results of these comparisons, based on [DATE] financial information and stock price data as of [DATE], are set forth in the following table.

	Premier	De Novo Median	Size Median
	(\$s in MMs, except per share)		
Assets			
Equity Capital / Assets			
Loans / Deposits			
Nonperforming Assets ² / Assets			
Return on Average Assets			
Return on Average Common Equity			
Non-Interest Income / Average Assets			
Non-Interest Expense / Average Assets			
Efficiency Ratio ³			
Net Interest Margin			
Four Year Average Results:			
Return on Average Assets			
Return on Average Common Equity			

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Non-Interest Income / Average Assets

Non-Interest Expense / Average Assets

Efficiency Ratio³

Net Interest Margin

Compound Annual Growth Rate⁴

Assets

Loans

Deposits

Common Equity Market Capitalization

Price / 52 Week High Price

Price to:

Book Value Per Common Share

Tangible Book Value Per Common Share

LTM⁵ Earnings Per Common Share

Dividend Yield

LTM⁵ Dividend Payout Ratio

Avg. Daily Common Share Trading Volume

Avg. Weekly Volume / Common Shares Outstanding

² Defined as total nonaccrual loans plus other real estate owned plus accruing loans that are 90 days past due.

³ Defined as non-interest expense less intangible amortization divided by the sum of net interest income plus non-interest income

⁴ Reflects that compound annual growth rate from [DATE] to [DATE]

⁵ LTM stands for latest twelve months.

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Boenning also compared selected publicly available financial, operating and stock market data for Fulton with those of a peer group of selected publicly traded bank and financial holding companies that had assets between \$[4] billion and \$[20] billion as of [DATE], headquartered in the Mid-Atlantic region. The companies in the peer group were:

Commerce Bancorp, Inc., Cherry Hill, New Jersey;

Mercantile Bankshares Corporation, Baltimore, Maryland;

Valley National Bancorp, Wayne, New Jersey;

Wilmington Trust Corporation, Wilmington, Delaware;

Hudson United Bancorp, Mahwah, New Jersey;

Riggs National Corporation, Washington, D.C.;

Susquehanna Bancshares, Inc., Lititz, Pennsylvania;

Provident Bancshares Corporation, Baltimore, Maryland;

First Commonwealth Financial Corporation, Indiana, Pennsylvania; and

The Trust Company of New Jersey, Jersey City, New Jersey.

The results of these comparisons, based on [DATE] financial information and stock price data as of [DATE,] are set forth in the following table.

	<u>Fulton</u>	<u>Peer Median</u>
	(\$s in MMs, except per share)	
Assets		
Equity Capital / Assets		
Loans / Deposits		
Nonperforming Assets ⁶ / Assets		
Return on Average Assets		

Return on Average Common Equity

Non-Interest Income / Average Assets

Non-Interest Expense / Average Assets

Efficiency Ratio⁷

Net Interest Margin

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Four Year Average Results:

Return on Average Assets

Return on Average Common Equity

Non-Interest Income / Average Assets

Non-Interest Expense / Average Assets

Efficiency Ratio⁷

Net Interest Margin

Compound Annual Growth Rate⁸

Assets

Loans

Deposits

Common Equity Market Capitalization

Price / 52 Week High Price

Price to:

Book Value Per Common Share

Tangible Book Value Per Common Share

LTM⁹ Earnings Per Common Share

Dividend Yield

LTM⁹ Dividend Payout Ratio

Avg. Daily Common Share Trading Volume

Avg. Weekly Volume / Common Shares Outstanding

⁶ Defined as total nonaccrual loans plus other real estate owned plus accruing loans that are 90 days past due.

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- ⁷ Defined as non-interest expense less intangible amortization divided by the sum of net interest income plus non-interest income
- ⁸ Reflects that compound annual growth rate from [DATE] to [DATE]
- ⁹ LTM stands for latest twelve months.

Comparable Transaction Analysis. Boenning also compared the multiples of latest twelve months earnings, book value and tangible book value inherent to the merger with the multiples paid in recent acquisitions of banks, bank holding companies, and financial holding companies that Boenning deemed comparable. The transactions deemed comparable by Boenning included both interstate and intrastate bank, bank holding company, and financial holding company acquisitions announced after [June 30, 2001], in which the selling institution's assets were between \$[250] million and \$[1] billion as of the most recent period publicly available prior to announcement. Boenning compared this national group as a whole as well as certain of its subgroups, including a regional group, a performance group and a recently announced group, with the Premier/Fulton transaction. The regional group included transactions involving banks, bank holding companies, and financial holding companies in which the acquired company was located in Mid-Atlantic region. The recently announced group included transactions involving banks, bank holding companies, and financial holding companies which were announced after [July 1, 2002]. The performance group included transactions involving banks, bank holding companies, and financial holding companies which had a return on average equity between [10]% and [15]% at the time of sale as well as year over year asset growth greater than [15]%. In addition to the national, regional, performance and recently announced groups, Boenning also compared transactions involving de novo banking companies that were founded between 1990 and 1993 that were headquartered in Connecticut, Delaware, Maryland, New Jersey, New York, Ohio, Pennsylvania and Virginia and had announced their intention to be acquired with the Premier/Fulton transaction. The results of these comparisons, are set forth in the following table.

	<u>Fulton/ Premier</u>	<u>National Median</u>	<u>Regional Median</u>	<u>Recent Median</u>	<u>Performance Median</u>	<u>De Novo Median</u>
	(\$ in MMs, except per share)					
Number of Transactions						
Seller Information:						
Assets						
Equity Capital / Assets						
LTM Return on Average Assets						
LTM Return on Average Common Equity						
NPAs ¹⁰ / Assets						
Deal Price to:						
Book Value						
Tangible Book Value						
LTM Earnings						
Deposits						
Assets						

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¹⁰ Defined as total nonaccrual loans and other real estate owned.

No company or transaction, however, used in this analysis is identical to Premier, Fulton or the transaction. Accordingly, an analysis of the result of the foregoing is not mathematical; rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies and other factors that would affect the public trading values of the companies or company to which they are being compared.

Discounted Dividend Analysis. Using discounted dividend analyses, Boenning estimated the present value of the future cash flows that would accrue to a holder of a share of Premier common stock over a five-year period. This stand-alone analysis was based on several assumptions, including a range of price to earnings multiples of 13x to 17x to Premier's terminal year common earnings per share, Premier management's five year projected earnings per share growth rate of 15%, and Premier's current common stock cash dividend payout ratio of 0%. The analysis did not consider the \$.05 cash dividend per common share that Fulton has permitted Premier to declare and pay quarterly on its common stock per the terms of the merger agreement. The range of multiples applied to Premier's estimated five-year earnings per share value reflected a variety of scenarios regarding the growth and profitability prospects of Premier and valuation for banking securities in general. The terminal values and projected annual cash dividends were then discounted to present value using a discount rate of 12%, reflecting an assumed rate of return required by holders or prospective buyers of Premier's common stock. The analysis indicated that, based upon the aforementioned assumptions, the per common share of the present value of Premier's common stock, on a stand-alone basis, ranged from \$[14.90] \$[27.60].

In connection with the discounted dividend analysis performed, Boenning considered and discussed with Premier's board how the present value analysis would be affected by changes in the underlying assumptions, including variations with respect to the growth rate of assets, net interest spread, non-interest income, non-interest expenses and dividend payout ratio. Boenning noted that the discounted dividend stream and terminal value analysis is a widely used valuation methodology, but the assumptions that must be made, and the results of this analysis, are not necessarily indicative of actual values or future results.

Pro Forma Relative Value and Contribution Analyses. Boenning analyzed the changes in the amount of earnings, book value and cash dividends represented by one share of Premier common stock prior to the merger and the number of shares of Fulton common stock after the merger resulting from the exchange ratio of 1.34. The analysis considered, among other things, the changes that the merger would cause to Premier's earnings per common share, book value per common share and cash dividends per common share. The analysis indicated the following information:

Common Share Values as of and for the [year ended December 31, 2002]	Pro Forma	
	Premier	Fulton Equivalent ²
Net Income Applicable to Common Shareholders		
Cash Dividend	1	
Book Value		
Tangible Book Value		

¹ Analysis does not consider the \$.05 cash dividend that Fulton has permitted Premier to declare and pay on its common stock quarterly per the terms of the merger agreement.

² Equivalents may include certain assumed consolidation adjustments.

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In reviewing the pro forma combined earnings, equity and assets of Fulton based on the merger with Premier, Boenning analyzed the contribution that Premier would have made to the combined company's earnings, assets, loans, deposits and equity as of [DATE]. Boenning also reviewed the percentage ownership that Premier shareholders would hold in the combined company. Boenning has not expressed any opinion as to the actual value of Fulton common stock when issued in the merger or the price at which Fulton common stock will trade after the merger. The analysis indicated the following information as of and for the twelve months ended [DATE]:

	<u>Premier</u>	<u>Fulton</u>
Net Income Applicable to Common Shareholders		
Net Income		
Assets		
Loans		
Deposits		
Equity		
Ownership		

Hurdle Rate Analysis. Using a range of discount rates and a range of terminal price to earnings per common share multiples, Boenning estimated a range of compound annual earnings per common share growth rates required over a five year period for Premier to obtain an implied per common share stand alone market price comparable to the implied consideration offered by Fulton on a present value basis. Boenning calculated a range of future values of the per common share implied value of the Fulton transaction over a five-year period based on a range of discount rates from 10% to 14%. The range of discount rates reflected the expected rate of return required by holders or prospective buyers of Premier common stock. Using a range of price to earnings per common share multiples of 12.5x to 17.5x to reflect the growth and profitability prospects of Premier as well as general market valuations for comparable banking companies, Boenning calculated Premier's potential earnings per common share at the end of five years by dividing the price to common earnings per share multiples into the range of future values. The annual growth rate was calculated based on the potential earnings per common share values at the end of five years and Premier's earnings per common share value of [\$xxx] for the [year ended December 31, 2002]. Boenning then compared the resulting earnings growth rates with Premier's historical and estimated future earnings per common share growth rates.

In connection with the hurdle rate analysis performed, Boenning considered and discussed with Premier's board how the analysis would be affected by changes in the underlying assumptions, including variations with respect to the range of discount rates and price to per common share earnings multiples used.

In connection with rendering its January Opinion and Proxy Opinion, Boenning performed a variety of financial analyses. Although the evaluation of the fairness, from a financial point of view, of the consideration to be paid in the Merger was to some extent a subjective one based on the experience and judgment of Boenning and not merely the result of mathematical analysis of financial data, Boenning principally relied on the previously discussed financial valuation methodologies in its determinations. Boenning believes its analyses must be considered as a whole and that selecting portions of such analyses and factors considered by Boenning without considering all such analyses and factors could create an incomplete view of the process underlying Boenning opinions. In its analysis, Boenning made numerous assumptions with respect to business, market, monetary and economic conditions, industry performance and other matters, many of which are beyond Premier and Fulton's control. Any estimates contained in Boenning analyses are not necessarily indicative of future results or values, which may be significantly more or less favorable than such estimates.

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In reaching its opinion as to fairness, none of the analyses or factors considered by Boenning was assigned any particular weighting by Boenning than any other analysis. As a result of its consideration of the aggregate of all factors present and analyses performed, Boenning reached the conclusion, and opined, that the exchange ratio pursuant to the merger agreement was fair to the shareholders of Premier from a financial point of view.

Boenning's Proxy Opinion was based solely upon the information available to it and the economic, market and other circumstances as they existed as of the date its Proxy Opinion was delivered; events occurring after the date of its Proxy Opinion could materially affect the assumptions used in preparing its Proxy Opinion. Boenning has not undertaken to reaffirm and revise its Proxy Opinion or otherwise comment upon any events occurring after the date of the Proxy Opinion.

The full text of the Boenning Proxy Opinion, dated as of January 16, 2003, which sets forth assumptions made and matters considered, is attached as Exhibit C to this document. Premier's shareholders are urged to read the Proxy Opinion in its entirety. Boenning Proxy Opinion is directed only to the exchange ratio pursuant to the merger agreement from a financial point of view, is for the information of the board of directors of Premier, and does not address any other aspect of the merger nor does it constitute a recommendation to any holder of Premier common stock as to how such holder should vote at the Premier annual meeting.

The foregoing provides only a summary of the Proxy Opinion of Boenning and is qualified in its entirety by reference to the full text of that opinion, which is set forth in Exhibit C to this document.

Compensation of Boenning & Scattergood

Premier and Boenning entered into an agreement relating to the services to be provided by Boenning in connection with the merger. Premier agreed to pay Boenning a cash fee of \$15,000 upon execution of the engagement agreement. In addition, concurrently with the execution of a definitive agreement, Premier agreed to pay Boenning a cash fee equal to 1% of the market value of the aggregate consideration offered in exchange for the outstanding shares of Premier common stock in the merger with \$150,000 of such fee payable upon the issuance of Boenning's fairness opinion and the balance payable at the time of the closing of the merger. Based on the 1.34 per share exchange ratio payable in the merger and the number of shares of Premier common stock and common stock equivalents outstanding on the record date for the annual meeting, this fee will amount to approximately \$900,000. Pursuant to the Boenning engagement agreement, as amended, Premier also agreed to reimburse Boenning for reasonable out-of-pocket expenses incurred in connection with its retention, not to exceed \$15,000 without Premier's prior approval, and to indemnify it against certain liabilities.

Boenning has provided certain other investment banking services to Premier in the past and has received compensation for such services.

Fulton's Board Of Directors' Reasons For The Merger

The acquisition of Premier was attractive to Fulton's Board of Directors because it presented an opportunity to acquire a performing financial institution in a geographic market which would contribute to the expansion and strengthening of Fulton's presence in Bucks, Northampton and Montgomery Counties, Pennsylvania, and which fit the profile of Fulton's desired markets in terms of economic growth and demographics.

The Fulton board of directors met at a special board meeting on November 19, 2002, and approved the nature and amount of consideration that could be offered by management, and authorized the Chairman of the Board, President and any Executive Vice President to negotiate and sign the form of the definitive agreement. At a regular board meeting on January 21, 2003, the Fulton board of directors unanimously approved and ratified the definitive merger agreement and related documents and the execution of the merger agreement.

Effect Of The Merger

Upon completion of the merger, Premier will merge with and into Fulton, and the separate legal existence of Premier will cease. As a consequence of the merger, all property, rights, debts and obligations of Premier will automatically transfer to and vest in Fulton, in accordance with Pennsylvania law. Fulton, as the surviving corporation, will be governed by the Articles of Incorporation and Bylaws of Fulton in effect immediately prior to completion of the

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merger. The directors and executive officers of Fulton prior to the merger will continue, in their respective capacities, as the directors and executive officers of Fulton after the merger, except that Fulton will appoint to its Board of Directors one current director of Premier.

Exchange Ratio

On the effective date of the merger, each outstanding share of Premier common stock will automatically convert into 1.34 shares of Fulton common stock. You will receive cash instead of receiving fractional share interests of Fulton common stock.

Fulton will adjust the number of shares of Fulton common stock issuable in exchange for shares of Premier common stock to take into account any stock splits, stock dividends, reclassifications or other similar events that may occur involving Fulton common stock prior to closing.

On the effective date of the merger, each outstanding option to purchase shares of Premier common stock will automatically convert into an option to purchase Fulton common stock. The number of shares of Fulton common stock issuable upon exercise will equal the number of shares of Premier common stock subject to the option multiplied by 1.34, rounded to the nearest whole share. The exercise price for a whole share of Fulton common stock will equal the stated exercise price of the option divided by 1.34. Shares issuable upon the exercise of such options to acquire Fulton common stock will remain subject to the terms of the plans and grant agreements of Premier under which Premier issued the options.

Treatment of Stock Options and Preferred Stock

At the effective time of the merger, each outstanding and unexercised option to purchase shares of Premier common stock issued under a Premier stock option plan, whether or not then vested and exercisable, will be cancelled and substituted for an option to purchase Fulton common stock on the following terms: (i) the number of shares of Fulton common stock which may be acquired will be equal to the product of the number of shares of Premier common stock covered by the Premier option multiplied by the conversion ratio, provided that any fractional share will be rounded to the nearest whole share; (ii) the exercise price per share of Fulton common stock will be equal to the exercise price per share of Premier common stock of the related Premier option, divided by the conversion ratio, provided that the exercise price will be rounded to the nearest whole cent; (iii) the duration and other terms of the Fulton stock option will be identical to the duration and other terms of the Premier option, except that all references to Premier will be deemed to be references to Fulton and its affiliates, where the context so requires and will remain exercisable until the stated expiration date of the corresponding Premier option.

The outstanding shares of Premier's Series A Preferred Stock will not be converted into Fulton common stock. All of the outstanding shares of Premier's Series A Preferred Stock will be redeemed in accordance with its terms as of or prior to the effective time of the merger. (See Redemption of Preferred Stock on page 43).

Effective Date Of The Merger

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The effective date of the merger will occur within thirty days following the receipt of all regulatory and shareholder approvals. Fulton and Premier may also mutually agree on a different date. Fulton and Premier presently expect that the effective date of the merger will occur no later than the third quarter of 2003.

On or prior to the effective date of the merger, Fulton and Premier will file articles of merger with the Pennsylvania Department of State and such document will set forth the effective date of the merger. Either Fulton or Premier can terminate the merger agreement if, among other reasons, the merger does not occur on or before September 30, 2003, and the terminating party has not breached or failed to perform any of its obligations under the merger agreement. However, either party may extend this date to December 31, 2003, if closing has not occurred by September 30, 2003 because regulatory approval is still pending. See Termination; Effect of Termination on page 39.

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Exchange Of Premier Stock Certificates

No later than three business days after receipt of a final shareholders list following the effective date of the merger, Fulton will send a transmittal form to each record owner of Premier common stock. The transmittal form will contain instructions on how to surrender certificates representing Premier common stock for certificates representing Fulton common stock.

You should not forward any Premier stock certificates until you have received transmittal forms from Fulton. You should not return stock certificates with the enclosed proxy card.

Until you exchange your certificates representing Premier common stock, you will not receive the certificates representing Fulton common stock into which your Premier shares have converted. In addition, at its option, Fulton may withhold dividends on the Fulton shares if you fail to exchange your certificates. When you surrender your Premier certificates, you will receive any unpaid dividends without interest. For all other purposes, however, each certificate which represents shares of Premier common stock outstanding at the effective date of the merger will evidence ownership of the shares of Fulton common stock into which those shares converted as a result of the merger. Neither Fulton nor Premier will have liability for any amount paid in good faith to a public official pursuant to any applicable abandoned property, escheat or similar law.

Conditions To The Merger

The obligations of Fulton and Premier to complete the merger are subject to various conditions, which include, among other customary provisions for transactions of this type, the following:

approval of the merger agreement by Premier's shareholders;

receipt of all required regulatory approvals, including the expiration or termination of any notice and waiting periods;

the absence of any action, suit or proceeding, pending or threatened, which seeks to modify, enjoin or prohibit or otherwise adversely and materially affect the transaction contemplated by the merger agreement;

delivery of a tax opinion to each of Fulton and Premier;

the absence of any material and adverse change in the condition, assets, liabilities, business or operations or future prospects of either party;

the accuracy in all material respects as of the date of the merger agreement and as of the effective date of the merger of the representations and warranties of the other party, except as to any representation or warranty which specifically relates to an earlier

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date and except as otherwise contemplated by the merger agreement;

the other party's material performance of all its covenants and obligations; and

other conditions customary for similar transactions, such as the receipt of officer certificates and legal opinions.

Except for the requirements of shareholder approval, regulatory approvals and the absence of any legal action preventing the merger, each of the conditions described above may be waived in the manner and to the extent described in Amendment; Waivers on page 39. As of the date of this document, Fulton's counsel has delivered the required tax opinion.

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Representations and Warranties

The merger agreement contains customary representations and warranties relating to:

the corporate organizations of Fulton, Premier and Premier Bank and their respective subsidiaries;

the capital structures of Fulton and Premier;

the approval and enforceability of the merger agreement;

the consistency of financial statements with generally accepted accounting principles;

the filing of tax returns and payment of taxes;

the absence of material adverse changes, since September 30, 2002, in the condition, assets, liabilities, business or operations of either Fulton or Premier, on a consolidated basis;

the absence of undisclosed material pending or threatened litigation;

compliance with applicable laws and regulations;

retirement and other employee plans and matters relating to the Employee Retirement Income Security Act of 1974;

the quality of title to assets and properties;

the maintenance of adequate insurance;

the performance of material contracts;

the absence of undisclosed brokers' or finders' fees;

the absence of material environmental violations, actions or liabilities;

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the consistency of the allowance for loan losses with generally accepted accounting principles and all applicable regulatory criteria; and

the accuracy of information supplied by Fulton and Premier in connection with the Registration Statement filed by Fulton with the SEC, this document and all applications filed with regulatory authorities for approval of the merger.

The merger agreement also contains other representations and warranties by Premier relating to:

transactions between Premier and certain related parties;

the filing of all regulatory reports;

the lack of any regulatory agency proceeding or investigation into the business or operations of Premier or any of its subsidiaries; and

the receipt by the Premier Board of Directors of a written fairness opinion.

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Business Pending The Merger

Under the merger agreement, between the date the merger agreement was signed and the date the merger occurs, Premier and its subsidiaries agreed, among other things, to:

use all reasonable efforts to carry on their respective businesses in the ordinary course;

use all reasonable efforts to preserve their respective business organizations, to retain the services of their present officers and employees and to maintain their relationships with customers, suppliers and others with whom they have business dealings;

maintain all of their structures, equipment and other property in good repair;

use all reasonable efforts to preserve or collect all material claims and causes of action;

maintain insurance policies;

materially perform their obligations under all material contracts;

maintain their books of account and other records in the ordinary course of business;

comply in all material respects with all regulations and laws that apply;

not amend their Articles of Incorporation or bylaws;

not enter into any material contract or incur any material liability or obligation except in the ordinary course of business;

not make any material acquisition or disposition of properties or assets that would exceed \$200,000 except for ordinary course loan and investment activity;

not take any action that would be a material breach of any representation, warranty or covenant;

not declare, set aside or pay any dividend or other distribution on its capital stock, except as otherwise specifically set forth in the merger agreement (see Dividends on page 35);

not authorize, purchase, redeem, issue or sell any shares of Premier common stock or any other equity or debt securities;

not increase the rate of compensation of, pay a bonus or severance compensation to, or create or amend employment agreements for any officer, director, employee or consultant, except as otherwise required or permitted by the merger agreement, except that they may grant and pay routine periodic salary increases in accordance with past practices;

not enter into certain related party transactions; and

not open or close any branches or automated banking facilities except as otherwise permitted in the merger agreement.

Dividends

The merger agreement permits Premier to pay a regular quarterly cash dividend not to exceed \$.05 per share of Premier common stock outstanding for the first and second quarter of 2003. If the merger is not completed on or before June 30, 2003, Premier may, for each quarter thereafter until the effective date of the merger, pay a dividend in an amount equal to the amount Premier's shareholders would have received had the merger been effective on July 16,

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2003; provided that Premier may not pay its shareholders a dividend for any quarter in which such shareholders are entitled to receive a dividend from Fulton for the same quarter. Subject to applicable regulatory restrictions, if any, Premier Bank may pay cash dividends sufficient to permit payment of the dividends by Premier. Neither Premier nor Premier Bank may pay any other dividend without the prior written consent of Fulton. Premier may continue to pay its regular quarterly cash dividends on its preferred stock in accordance with its terms.

No Solicitation Of Transactions

The merger agreement prohibits Premier or any of its affiliates or representatives from:

responding to, soliciting, initiating or encouraging any inquiries relating to an acquisition of Premier or its subsidiaries by a party other than Fulton, or engaging in negotiations with respect to such a transaction;

withdrawing approval or recommendation of the merger agreement or the merger except under limited circumstances concerning a third party's proposal to acquire Premier or its subsidiaries;

approving or recommending a third party's proposal to acquire Premier or its subsidiaries; or

causing Premier to enter into any kind of agreement with a third party relating to the third party's proposal to acquire Premier or its subsidiaries unless the Premier Board of Directors determines in good faith and with the advice of outside counsel that failure to do so would be reasonably likely to constitute a breach of its fiduciary duties and the applicable proposal is superior to Fulton's acquisition terms.

However, if at any time the Board of Directors of Premier determines in good faith, based on the advice of outside counsel, that failure to consider a third party's proposal would be reasonably likely to constitute a breach of its fiduciary duties, Premier, in response to a written acquisition proposal that was unsolicited and that is reasonably likely to lead to a better proposal, may:

give the third party non-public information relating to Premier or its subsidiaries pursuant to a customary confidentiality agreement; and

participate in negotiations regarding such proposal.

Premier agreed to notify Fulton if it receives any inquiries or proposals relating to an acquisition by a party other than Fulton.

Board of Directors Covenant to Recommend the Merger Agreement

Premier's directors and executive officers entered into voting agreements by which they agreed to vote all shares of voting capital stock beneficially owned by them in favor of the merger agreement. The Premier board of directors is permitted to withdraw, modify or change in a

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manner adverse to Fulton, its recommendation to the Premier shareholders with respect to the merger agreement and the merger only if:

after consultation with its outside legal counsel, the board of directors determines in good faith that failing to take such action, in response to an unsolicited bona fide written superior proposal (as defined in the merger agreement), would be reasonably likely to constitute a breach of its fiduciary duties under applicable law;

the applicable acquisition proposal is a superior proposal; and

Premier has complied in all material respects with the requirements described under "No Solicitation of Transactions", above.

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Warrant Agreement and Warrant

General

In connection with the merger agreement, Premier executed a warrant agreement, dated January 16, 2003, which permits Fulton to purchase Premier common stock under certain circumstances. Under the warrant agreement, Fulton received a warrant to purchase up to 835,000 shares of Premier common stock. This number represents approximately 19.5% of the issued and outstanding shares of Premier common stock on January 16, 2003 taking into consideration the shares issuable under the warrant. The exercise price per share to purchase Premier common stock under the warrant is \$17.85, subject to adjustment. The warrant is only exercisable if certain events specified in the warrant occur. These triggering events are described below. None of the triggering events have occurred to the best of Fulton's or Premier's knowledge as of the date of this document.

Effect of Warrant Agreement

Certain attempts to acquire Premier or an interest in Premier would cause the warrant to become exercisable as described above. Fulton's exercise of the warrant would significantly increase a potential acquirer's cost of acquiring Premier compared to the cost that would be incurred without the warrant agreement. Therefore, the warrant agreement, together with Premier's agreement not to solicit other transactions relating to the acquisition of Premier by a third party, may have the effect of discouraging other persons from making a proposal to acquire Premier.

Terms of Warrant Agreement

The following is a brief summary of the material provisions of the warrant agreement, and we qualify this discussion by reference to the full warrant agreement and warrant. A complete copy of the warrant agreement and warrant is included as Exhibit B to this document, and is incorporated in this document by reference. Fulton and Premier urge you to read it carefully.

Exercise of the Warrant

The warrant is exercisable only upon the occurrence of one of the following events:

if Premier breaches any covenant in the merger agreement which would permit Fulton to terminate the merger agreement and which occurs following a third party's proposal to merge with or acquire or lease all or substantially all of the assets of Premier or one of its subsidiaries, or to acquire 25% or more of the voting power of Premier or one of its subsidiaries;

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if Premier's shareholders fail to approve the merger and, at the time of the shareholders' meeting, a third party proposal to merge with or acquire or lease all or substantially all of the assets of Premier or one of its subsidiaries, or to acquire 25% or more of the voting power of Premier or a subsidiary has been announced;

if a person other than Fulton acquires beneficial ownership of 25% or more of Premier common stock;

if a person or group, other than Fulton, enters into an agreement or letter of intent with Premier to merge or consolidate with Premier, to acquire all or substantially all of the assets or liabilities of Premier or one of its subsidiaries, or to acquire beneficial ownership of 25% or more of the voting power of Premier or one of its subsidiaries;

if a person or group, other than Fulton, commences a tender offer or exchange offer and within six months consummates a merger with or acquisition of Premier or 25% of the voting power of Premier or one of its subsidiaries; or

if Fulton or Premier terminates the merger agreement because Premier's Board of Directors takes certain actions inconsistent with Fulton's acquisition of Premier.

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If the warrant becomes exercisable, Fulton may exercise the warrant by presenting the warrant to Premier along with:

a written notice of exercise;

payment to Premier of the exercise price for the number of shares specified in the notice of exercise; and

a certificate specifying the events which have occurred which cause the warrant to be exercisable.

Termination of the Warrant

The warrant terminates on the earlier of:

the effective date of the merger; or

termination of the merger agreement in accordance with its terms (other than a termination by Fulton caused by Premier's Board taking action), except that if one of the events described above which causes the warrant to be exercisable occurs prior to termination of the merger agreement, the warrant shall not terminate until twelve months after such event;

if the warrant has not previously been exercised, twelve months after the occurrence of one of the events described above which causes the warrant to be exercisable; or

December 31, 2004.

Adjustments

In the event of any change in Premier common stock by reason of stock dividends, split-ups, recapitalizations, combinations, conversions, divisions, exchanges of shares or the like, the number and kind of shares issuable under the warrant are adjusted appropriately.

Repurchase of Warrant or Warrant Shares

Under the warrant agreement, Fulton has the right to require Premier to repurchase the warrant or, in the event the warrant has been exercised in whole or in part, redeem the shares obtained upon such exercise. In the case of a repurchase of shares obtained upon exercise of the warrant, the redemption price per share is to be equal to the highest of: (i) 110% of the exercise price, (ii) the highest price paid or agreed to be paid for any

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share of common stock by an acquiring person (defined as any person who or which is the beneficial owner of 25% or more of the Premier common stock) during the one year period immediately preceding the date of redemption, and (iii) in the event of a sale of all or substantially all of Premier's assets: (x) the sum of the price paid in such sale for such assets and the current market value of the remaining assets of Premier as determined by a recognized investment banking firm selected by Fulton and reasonably acceptable to Premier, divided by (y) the number of shares of Premier common stock then outstanding. If the price paid consists in whole or in part of securities or assets other than cash, the value of such securities or assets shall be their then current market value as determined by a recognized investment banking firm selected by Fulton and reasonably acceptable to Premier.

In the case of a repurchase of the warrant, the redemption price is to be equal to the product obtained by multiplying: (i) the number of shares of Premier common stock represented by the portion of the warrant that Fulton is requiring Premier to repurchase, times (ii) the excess of the redemption price over the exercise price.

Registration Rights

Premier granted Fulton the right to request registration under the Securities Act of 1933 for the shares of Premier common stock which are issuable upon exercise of the warrant.

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Amendment; Waivers

Subject to any applicable legal restrictions, at any time prior to completion of the merger, Fulton and Premier may:

amend the merger agreement, except that any amendment relating to the consideration to be received by the Premier shareholders in exchange for their shares must be approved by the Premier shareholders;

extend the time for the performance of any of the obligations or other acts of Fulton and Premier required in the merger agreement; or

waive any term or condition in the merger agreement to the extent permitted by law.

Termination; Effect Of Termination

Fulton and Premier may terminate the merger agreement at any time prior to completion of the merger by mutual written consent.

Either Fulton or Premier may terminate the merger agreement at any time prior to completion of the merger if:

any condition precedent to its obligations under the merger agreement remains unsatisfied as of September 30, 2003 through no fault of its own; provided that either party may extend this date to December 31, 2003, if the merger has not occurred by September 30, 2003 because regulatory approval is still pending.

there has been a material breach by the other party of a representation, warranty or covenant in the merger agreement and such breach has not been cured within thirty days after written notice of such breach has been given; or

the Board of Directors of Premier, acting in good faith and consistent with its fiduciary duties, takes certain actions in connection with an acquisition of Premier by a party other than Fulton, which it believes is more favorable to Premier's shareholders.

In addition, Premier may terminate the merger agreement if the price of Fulton common stock just before completion of the merger is less than \$11.18, and the price of Fulton common stock has also declined 20% more than the decline (if any) in the average NASDAQ Bank Index for the same period as compared to the NASDAQ Bank Index on January 15, 2003. Neither party would owe the other any penalty or fee as a result of termination of the merger agreement. The market price termination provisions will be based on an average of the closing bid and asked prices for the Fulton common stock for the ten (10) consecutive trading days immediately preceding the date which is two (2) business days prior to the closing date of the merger. Specifically, the index comparison is calculated as follows:

eighty percent of the last sale price for Fulton common stock on January 15, 2003, (which was \$18.64) times

the average NASDAQ Bank Index for the 10 business day period described below, divided by the NASDAQ Bank Index on January 15, 2003.

We anticipate that the merger will close in the third quarter of 2003. Neither Premier nor Fulton can predict whether the market price of Fulton's common stock will increase, decrease or remain stable between the date of this document and the end of the period in which the average closing market price is determined.

In the event that either Fulton or Premier terminates the merger agreement, neither Fulton nor Premier will have any continuing liability or obligation other than the obligation dealing with confidentiality and any liabilities resulting from a breach by the other of a material term or condition of the merger agreement. However, if the merger terminates under certain circumstances, described above, Fulton will have the right to exercise the warrant.

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Management And Operations After The Merger

The Board of Directors and executive officers of Fulton and its subsidiaries will not change as a result of the merger, except as follows:

Fulton will appoint to its Board of Directors one current director of Premier to serve until Fulton's 2004 annual meeting and will nominate him at that meeting to serve for a 3-year term;

Premier Bank's current directors will remain as directors of Premier Bank. The current Premier director who will serve as a Fulton director is Clark S. Frame.

In addition, Fulton agreed, for a period of three years, to

preserve the business structure of Premier Bank as a Pennsylvania commercial bank (provided that Fulton may cause Premier Bank's branch offices located in Northampton County, Pennsylvania to be transferred to another bank subsidiary of Fulton); and

preserve and use the present name of Premier Bank.

Employment; Severance

Upon completion of the merger, Fulton will use its best efforts to continue the employment of persons who were full-time employees of Premier or Premier Bank. Where that is not possible for whatever reason, Fulton will make severance payments to affected persons.

If employment is involuntarily terminated, without cause, within one year of the effective date of the merger, severance benefits will consist of three months' salary (at then current levels) or one week's salary plus one week's salary for each year of service with Premier up to a maximum of twenty-six weeks' salary.

In the event employment is involuntarily terminated, without cause, after one year, severance payments will be made in accordance with Fulton's then existing severance policy. Any such person will be given full credit for each year of service as a Premier employee.

Employee Benefits

The employee benefits provided to former Premier employees after the merger's effective date will be substantially equivalent to the employee benefits, in the aggregate, provided by Premier for at least three years after the effective date of the merger, or until Fulton or its subsidiaries can

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no longer satisfy the applicable qualified retirement plan discrimination testing under the Internal Revenue Code. Each Premier employee who becomes an employee of Fulton or of a Fulton subsidiary will be entitled to full credit for each year of service with Premier for purposes of determining eligibility for vesting in Fulton's employee benefit plans, programs and policies.

Regulatory Approvals

Fulton and Premier must obtain regulatory approvals before the merger can be completed, but cannot assure you that these regulatory approvals will be obtained or when they will be obtained.

It is a condition to completion of the merger that Fulton and Premier receive all necessary regulatory approvals to the merger, without the imposition by any regulator of any condition or requirements that would so materially and adversely impact the economic or business benefits of the merger that, had such condition or requirement been known, Fulton and Premier would not, in the exercise of reasonable judgment, have entered into the merger transaction. Fulton and Premier cannot assure you that the regulatory approvals of the merger will not contain terms, conditions or requirements which would have such an impact.

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Fulton and Premier are not aware of any material governmental approvals or actions that are required to complete the merger, except as described below. If any other approval or action is required, the parties expect that they will seek such approval or action.

The merger is subject to the prior approval of the Board of Governors of the Federal Reserve System pursuant to the Bank Holding Company Act of 1956, as amended. Under this law, the Federal Reserve Board generally may not approve any proposed transaction:

That would result in a monopoly or that would further a combination or conspiracy to monopolize banking in the United States, or

That could substantially lessen competition in any section of the country, that would tend to create a monopoly in any section of the country, or that would be in restraint of trade, unless the Federal Reserve Board finds that the public interest in meeting the convenience and needs of the community served clearly outweighs the anti-competitive effects of the proposed transaction.

The Federal Reserve Board is also required to consider the financial and managerial resources and future prospects of the bank holding companies and banks concerned, as well as the convenience and needs of the community to be served. Consideration of financial resources generally focuses on capital adequacy. Consideration of convenience and needs includes the parties' performance under the Community Reinvestment Act of 1977.

The merger may not be completed until the 30th day following the date of the Federal Reserve Board approval, although the Federal Reserve Board may reduce that period to 15 days. During this period, the United States Department of Justice has the opportunity to challenge the transaction on antitrust grounds. The commencement of any antitrust action would stay the effectiveness of the Federal Reserve Board's approval, unless a court of competent jurisdiction specifically ordered otherwise.

Fulton filed notice of the proposed merger with the Federal Reserve Bank of Philadelphia on April 1, 2003, seeking prior approval of the merger from the Federal Reserve Bank, pursuant to authority delegated to it by the Federal Reserve Board. As of the date of this document, the Federal Reserve Bank has not yet approved or disapproved the merger.

The merger is also subject to the prior approval of the Pennsylvania Department of Banking under the provisions of the Pennsylvania Banking Code of 1965, as amended. Fulton filed notice seeking approval of the proposed merger with the Department of Banking on April 1, 2003. As of the date of this document, the Department of Banking has not yet approved or disapproved the merger.

Material Contracts

There have been no other material contracts or other transactions between Premier and Fulton since signing the merger agreement, nor have there been any material contracts, arrangements, relationships or transactions between Premier and Fulton during the past five years, other than in connection with the merger agreement and as described in this document.

Material Federal Income Tax Consequences

To complete the merger, Fulton and Premier must receive an opinion of Barley, Snyder, Senft & Cohen, LLC, counsel to Fulton, that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code, and that Fulton and Premier will each be a party to the reorganization within the meaning of Section 368(b) of the Code.

In the opinion of Barley, Snyder, Senft & Cohen, LLC, the material federal income tax consequences of the merger will be as follows:

Fulton and Premier will not recognize gain or loss in the merger;

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Premier's shareholders will not recognize any gain or loss upon receipt of Fulton common stock in exchange for Premier common stock, except that shareholders who receive cash proceeds for fractional interests will recognize gain or loss equal to the difference between such proceeds and the tax basis allocated to their fractional share interests, and such gain or loss will constitute capital gain or loss if the shareholders held their Premier common stock as a capital asset at the effective date of the merger;

the tax basis of shares of Fulton common stock Premier's shareholders receive in the merger will be the same as the tax basis of their shares of Premier common stock less any basis that would be allocable to a fractional share of Fulton common stock for which cash is received; and

the holding period of the Fulton common stock that Premier's shareholders receive in the merger will include the holding period of their shares of Premier common stock, provided that they hold their Premier common stock as a capital asset at the time of the merger.

This is not a complete description of all the federal income tax consequences of the merger and, in particular, does not address tax considerations that may affect the treatment of shareholders who acquired their Premier common stock pursuant to the exercise of employee stock options or otherwise as compensation, or shareholders which are exempt organizations or who are not citizens or residents of the United States. Each shareholder's individual circumstances may affect the tax consequences of the merger to such shareholder. In addition, this discussion does not address the tax consequences of the merger under applicable state, local, or foreign laws. Accordingly, you should consult a tax advisor to discuss the specific tax consequences of the merger to you.

NASDAQ Listing

The obligation of Premier and Fulton to complete the merger is subject to the condition that Fulton common stock to be issued in the merger be authorized for quotation on the National Market tier of the NASDAQ Stock Market.

Expenses

Fulton and Premier will each pay all their own costs and expenses, including fees and expenses of financial consultants, accountants and legal counsel, except that Fulton will pay for the cost of printing and mailing this document.

Resale Of Fulton Common Stock

The Fulton common stock issued in the merger will be freely transferable under the Securities Act of 1933 except for shares issued to any Premier shareholder who is an affiliate of Premier or Fulton for purposes of SEC Rule 145. This document does not cover resale of Fulton common stock received by any affiliate of Premier or Fulton. Each director and executive officer of Premier will enter into an agreement with Fulton providing that, as an affiliate, he or she will not transfer any Fulton common stock received in the merger except in compliance with the securities laws.

Dissenters' Rights

Premier shareholders are not entitled to dissenters' right under Subchapter D of Chapter 15 of the Pennsylvania Business Corporation Law of 1988.

Dividend Reinvestment Plan

Fulton currently maintains a shareholder dividend reinvestment plan. This plan provides shareholders of Fulton with a simple and convenient method of investing cash dividends, as well as voluntary cash payments, in additional shares of Fulton common stock without payment of any brokerage commission or service charge. Fulton expects to continue to offer this plan after the effective date of the merger, and shareholders of Premier who become shareholders of Fulton will be eligible to participate in the plan.

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Redemption of Preferred Stock

Premier's Series A 9.25% Non-Cumulative Perpetual Preferred Stock is governed by the Statement of Rights, Designations and Preferences amending Premier's Articles of Incorporation. All outstanding shares of Premier's Series A Preferred Stock will be redeemed as of or prior to the effective time of the merger in accordance with its redemption terms. The Statement of Rights provides that the Series A Preferred Stock may not be redeemed prior to June 14, 2007 except in the event of a change of control of Premier. The merger of Premier with Fulton constitutes a change of control. If the Series A Preferred Stock is redeemed prior to June 13, 2003, each share of Series A Preferred Stock will be redeemed at \$25.625 per share. If the Series A Preferred Stock is redeemed after June 13, 2003, each share of Series A Preferred Stock will be redeemed at \$25.50 per share. The aggregate payment of the redemption price to each holder of Series A preferred stock will be rounded down to the nearest whole cent. Premier will send a notice of redemption to each Series A preferred shareholder not less than 30 days prior to the date set for redemption. The notice will describe the redemption procedure in detail.

Interests Of Certain Persons in the Merger

When you are considering the recommendation of Premier's board of directors with respect to approving the merger agreement and the merger, you should be aware that Premier directors and executive officers have interests in the merger as individuals which are in addition to, or different from, their interests as shareholders of Premier. The Premier board of directors was aware of these factors and considered them, among other matters, in approving the merger agreement and the merger. These interests are described below.

Share Ownership and Stock Options

As of the record date, the directors and executive officers of Premier own approximately 1,442,632 shares of Premier common stock, and hold options to purchase approximately 222,170 shares of Premier common stock. On the effective date of the merger, each option will convert into an option to acquire Fulton common stock. The number of shares of Fulton common stock issuable upon the exercise of the converted option will equal the number of shares of Premier common stock covered by the option multiplied by 1.34, and the exercise price for a whole share of Fulton common stock will be the stated exercise price of the option divided by 1.34. Shares issuable upon the exercise of options to acquire Fulton common stock will be issuable in accordance with the terms of the respective plans and grant agreements of Premier under which Premier issued the options.

Change of Control Agreements

Under the merger agreement, Fulton agreed to honor various contractual obligations which have been entered into by Premier and/or its subsidiaries and some of their executive officers, including change of control agreements between Premier, Premier Bank and each of Messrs. Soffronoff, Ginley and Sickel. These agreements generally provide that, in the event that a change of control of Premier or Premier Bank occurs, Premier or Premier Bank shall pay to the executive a lump sum cash severance payment equal to two times the executive's current annual direct salary if the executive leaves or is terminated following the change of control within certain time frames. However, as part of the merger agreement, Messrs. Soffronoff and Ginley agreed to waive their change of control payments and instead accepted employment agreements with Premier Bank that became effective on the date of the merger. These new agreements are described below.

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Assuming that his employment by Premier and Premier Bank was terminated following consummation of the merger in the third quarter of 2003 and that Fulton did not offer Mr. Sickel a position having equivalent responsibilities, authority, compensation and benefits as he received immediately prior to the change of control, the amount of the cash severance that would be payable to Mr. Sickel under his change of control agreement with Premier and Premier Bank is \$358,000.

Employment Agreements

Messrs. Frame, Ginley and Soffronoff entered into employment agreements with Premier Bank which will become effective on, and are contingent upon, the effectiveness of the merger. Each agreement provides that the respective officer shall be employed for a period of three years from the effective date of the merger. Under their respective agreements, Messrs. Frame, Soffronoff and Ginley are entitled to an annual salary of \$160,000, \$240,000

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and \$235,000, respectively, and will also be entitled to benefits comparable to those offered by Premier Bank on January 16, 2003, including pension, profit sharing, medical and disability benefit programs and other Premier employee benefit plans and Fulton's bonus programs.

For each of Messrs. Frame, Soffronoff and Ginley, in the event his employment was terminated without cause as defined in the agreement, Premier Bank has agreed to pay him the salary and benefits described above for the remaining term of the agreement. Each of them is also entitled to receive two times his salary in the event of a change in control, as defined in the agreement, of Premier Bank or of Fulton. The agreement also provides that for the longer of one year after the termination of his employment or the period of time by which any payment he is to receive is measured, the executive will not compete with Premier Bank.

These employment agreements with Premier Bank replace the Change in Control Agreements that each of Messrs. Soffronoff and Ginley had previously entered into with Premier and Premier Bank.

Indemnification and Insurance

The merger agreement provides that Fulton shall indemnify and hold harmless each present and former director, officer and employee of Premier or a Premier subsidiary, determined as of the effective time of the merger, against any costs or expenses, judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of matters existing or occurring at or prior to the effective time of the merger, whether asserted or claimed prior to or after the effective time of the merger, arising in whole or in part out of, or pertaining to (i) the fact that he or she was a director, officer or employee of Premier or any of its subsidiaries, or is or was serving at the request of Premier or Premier Bank as a director, officer or employee of an affiliate, or (ii) the merger agreement or any of the transactions contemplated thereby, to the fullest extent permitted by law.

In addition, the merger agreement provides that Fulton shall maintain Premier's existing directors' and officers' liability insurance policy for acts or omissions occurring prior to the effective time of the merger for the benefit of persons who are currently covered by such insurance policy for a period of four years following the effective time of the merger. Fulton may, however, substitute new policies in lieu of Premier's existing policies if the new policies provide at least the same coverage and amounts containing terms and conditions which are substantially no less advantageous.

Currently, all of Premier and Premier Bank's insurance policies are purchased through Richard B. Ryon Insurance, an agency in which director Richard F. Ryon is a partner.

Directors Fees

Each of Premier's current directors will serve in one or more of the following capacities after the effective date of the merger:

One Premier director, Clark S. Frame, will serve as director of Fulton; and

All Premier Bank directors will continue to serve as directors of Premier Bank.

As such, each non-employee director will be entitled to receive fees for his or her service in such capacity equal to the fees received by him or her from Premier for a period of three years.

Other than as set forth above, no director or executive officer of Premier has any direct or indirect material interest in the merger, except insofar as ownership of Premier common stock might be deemed such an interest. See Security Ownership of Certain Beneficial Owners and Management, beginning on page 61.

Table of Contents**INFORMATION ABOUT FULTON FINANCIAL****General**

As permitted by the rules of the SEC, financial and other information relating to Fulton that is not included in or delivered with this document, including information relating to Fulton's directors and executive officers, is incorporated herein by reference. See **WHERE YOU CAN FIND MORE INFORMATION** on page 68 and **INCORPORATION BY REFERENCE** on page 68.

Market Price Of And Dividends On Fulton Common Stock And Related Shareholder Matters

The Fulton common stock trades on the NASDAQ National Market under the symbol **FULT**. As of December 31, 2002, Fulton had 17,251 shareholders of record. The table below shows for the periods indicated the amount of dividends paid per share and the quarterly ranges of high and low sales prices for Fulton common stock as reported by the NASDAQ National Market. Stock price information does not necessarily reflect mark-ups, mark-downs or commissions. Per share amounts have been retroactively adjusted to reflect the effect of stock dividends declared.

	Price Range Per Share		Per Share
	High	Low	Dividend
2003			
First Quarter	\$ 19.10	\$ 17.52	\$ 0.150
Second Quarter (through ____, 2003)			
2002			
First Quarter	\$ 20.24	\$ 17.00	\$ 0.136
Second Quarter	20.29	18.40	0.150
Third Quarter	19.50	16.85	0.150
Fourth Quarter	19.12	16.92	0.150
2001			
First Quarter	\$ 17.57	\$ 15.47	\$ 0.122
Second Quarter	17.95	14.62	0.136
Third Quarter	18.40	16.64	0.136
Fourth Quarter	17.92	16.69	0.136

For certain limitations on the ability of Fulton's subsidiaries to pay dividends to Fulton, see Fulton's Annual Report on Form 10-K for the year ended December 31, 2002, which is incorporated herein by reference. See **WHERE YOU CAN FIND MORE INFORMATION** on page 68.

On January 15, 2003, the last full trading day prior to public announcement of the proposed merger, the high, low and last sales price of Fulton common stock were as follows:

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High:	\$19.00
Low:	\$18.62
Last Sales price:	\$18.64

On_____, 2003, the most recent practicable date prior to the printing of this document, the high, low and last sales price of Fulton common stock was as follows:

High:	\$
Low:	\$
Last Sales price:	\$

You should obtain current market quotations prior to making any decisions about the merger.

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Indemnification

The Bylaws of Fulton provide for indemnification of its directors, officers, employees and agents to the fullest extent permitted under the laws of the Commonwealth of Pennsylvania, provided that the person seeking indemnification acted in good faith, in a manner he or she reasonably believed to be in the best interests of Fulton, and without willful misconduct or recklessness. Fulton has purchased insurance to indemnify its directors, officers, employees and agents under certain circumstances.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling Fulton pursuant to the foregoing provisions of Fulton's Bylaws, Fulton has been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the 1933 Act and is therefore unenforceable.

Description Of Fulton Financial Common Stock

General

The authorized capital of Fulton consists exclusively of 400 million shares of common stock, par value \$2.50 per share, and 10 million shares of preferred stock, without par value. As of December 31, 2002, there were issued and outstanding approximately 101,106,248 million shares of Fulton common stock, which shares were held by 17,251 owners of record, and there were 2,802,780 shares issuable upon the exercise of options. No shares of preferred stock have been issued by Fulton. Fulton's common stock is listed for quotation on the NASDAQ National Market System under the symbol FULT. The holders of Fulton common stock are entitled to one vote per share on all matters submitted to a vote of the shareholders and may not cumulate their votes for the election of directors. Each share of Fulton common stock is entitled to participate on an equal pro rata basis in dividends and other distributions. The holders of Fulton common stock do not have preemptive rights to subscribe for additional shares that may be issued by Fulton, and no share is entitled in any manner to any preference over any other share. Fulton Financial Advisors, N.A. serves as the transfer agent for Fulton.

The holders of Fulton common stock are entitled to receive dividends when, as and if declared by the Board of Directors out of funds legally available. Fulton has in the past paid quarterly cash dividends to its shareholders on or about the 15th day of January, April, July and October of each year. The ability of Fulton to pay dividends to its shareholders is dependent primarily upon the earnings and financial condition of Fulton's subsidiary banks. Funds for the payment of dividends on Fulton common stock are expected for the foreseeable future to be obtained primarily from dividends paid to Fulton by its bank subsidiaries, which dividends are subject to certain statutory limitations, described below:

Pennsylvania State Chartered Banks	Fulton Bank, Lebanon Valley Farmers Bank, and Lafayette Ambassador Bank	may pay dividends only out of accumulated net earnings and may not declare or pay any dividend requiring a reduction of the statutorily required surplus of the institution
National Banks	Swineford National Bank, FNB Bank, N.A., Delaware National Bank, and Fulton Financial Advisors, N.A.	the approval of the Office of the Comptroller of the Currency is required under federal law if the total of all dividends declared during any calendar year would exceed the net profits (as defined) of the bank for the

year, combined with its retained net profits (as defined)
for the two preceding calendar years

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Maryland Commercial Banks	Hagerstown Trust Company and The Peoples Bank of Elkton	may only declare a cash dividend from their undivided profits or (with the prior approval of the Maryland Bank Commissioner) from its surplus in excess of 100% of its required capital stock, in each case after providing for due or accrued expenses, losses, interest and taxes. In addition, if Hagerstown's or Peoples surplus becomes less than 100% of its required capital stock, Hagerstown or Peoples may not declare or pay any cash dividends that exceed 90% of its net earnings until its surplus becomes 100% of its required capital stock
New Jersey Banks	The Bank and Skylands Community Bank	may not declare or pay any dividends which would impair their capital stock or reduce their surplus to a level of less than 50% of their capital stock or if the surplus is currently less than 50% of the capital stock, the payment of such dividends would not reduce the surplus of the bank

In addition to the foregoing statutory restrictions on dividends, state banking regulations (with respect to state-chartered banks), the FDIC (with respect to state-chartered banks that are not members of the Federal Reserve System, such as Fulton Bank, Skylands Community Bank, Hagerstown Trust Company, The Bank and The Peoples Bank of Elkton), the FRB (with respect to state-chartered banks that are members of the Federal Reserve System, such as Lebanon Valley Farmers Bank and Lafayette Ambassador Bank), and the OCC (with respect to national banks such as Swineford National Bank, FNB Bank, N.A., Delaware National Bank, and Fulton Financial Advisors, N.A.), also have adopted minimum capital standards and have broad authority to prohibit a bank from engaging in unsafe or unsound banking practices. The payment of a dividend by a bank could, depending upon the financial condition of the bank involved and other factors, be deemed to impair its capital or to be as such an unsafe or unsound practice.

Dividend Reinvestment Plan

The holders of Fulton common stock may elect to participate in the Fulton Financial Corporation Dividend Reinvestment Plan, which is a plan administered by Fulton Financial Advisors, N.A. as the plan agent. Under the dividend reinvestment plan, dividends payable to participating shareholders are paid to the plan agent and are used to purchase, on behalf of the participating shareholders, additional shares of Fulton common stock. Participating shareholders may make additional voluntary cash payments, which are also used by the plan agent to purchase, on behalf of such shareholders, additional shares of Fulton common stock. Shares of Fulton common stock held for the account of participating shareholders are voted by the plan agent in accordance with the instructions of each participating shareholder as set forth in his or her proxy.

Securities Laws

Fulton, as a business corporation, is subject to the registration and prospectus delivery requirements of the Securities Act of 1933 and is also subject to similar requirements under state securities laws. Fulton common stock is registered with the Securities and Exchange Commission under Section 12(g) of the Securities Exchange Act of 1934, and Fulton is subject to the periodic reporting, proxy solicitation and insider trading requirements of the 1934 Act. The executive officers, directors and ten percent shareholders of Fulton are subject to certain restrictions affecting their right to buy and sell shares of Fulton common stock owned beneficially by them. Specifically, each such person is subject to the beneficial ownership reporting requirements and to the short-swing profit recapture provisions of Section 16 of the 1934 Act and may sell shares of Fulton common stock only: (i) in compliance with the provisions of SEC Rule 144, (ii) in compliance with the provisions of another applicable

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exemption from the registration requirements of the 1933 Act, or (iii) pursuant to an effective registration statement filed with the SEC under the 1933 Act.

Antitakeover Provisions

The Articles of Incorporation and Bylaws of Fulton include certain provisions which may be considered to be antitakeover in nature because they may have the effect of discouraging or making more difficult the acquisition of control over Fulton by means of a hostile tender offer, exchange offer, proxy contest or similar transaction. These

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provisions are intended to protect the shareholders of Fulton (including the present shareholders of Premier, who will become shareholders of Fulton following the merger) by providing a measure of assurance that Fulton's shareholders will be treated fairly in the event of an unsolicited takeover bid and by preventing a successful takeover bidder from exercising its voting control to the detriment of the other shareholders. However, the antitakeover provisions set forth in the Articles of Incorporation and Bylaws of Fulton, taken as a whole, may discourage a hostile tender offer, exchange offer, proxy solicitation or similar transaction relating to Fulton common stock. To the extent that these provisions actually discourage such a transaction, holders of Fulton common stock may not have an opportunity to dispose of part or all of their stock at a higher price than that prevailing in the market. In addition, these provisions make it more difficult to remove, and thereby may serve to entrench, incumbent directors and officers of Fulton, even if their removal would be regarded by some shareholders as desirable.

The provisions in the Articles of Incorporation of Fulton which may be considered to be antitakeover in nature include the following:

a provision that provides for substantial amounts of authorized but unissued capital stock, including a class of preferred stock whose rights and privileges may be determined prior to issuance by Fulton's Board of Directors;

a provision that does not permit shareholders to cumulate their votes for the election of directors;

a provision that requires a greater than majority shareholder vote in order to approve certain business combinations and other extraordinary corporate transactions;

a provision that establishes criteria to be applied by the Board of Directors in evaluating an acquisition proposal;

a provision that requires a greater than majority shareholder vote in order for the shareholders to remove a director from office without cause;

a provision that prohibits the taking of any action by the shareholders without a meeting and eliminates the right of shareholders to call an annual meeting;

a provision that limits the right of the shareholders to amend the Bylaws; and

a provision that requires, under certain circumstances, a greater than majority shareholder vote in order to amend the Articles of Incorporation.

The provisions of the Bylaws of Fulton which may be considered to be antitakeover in nature include the following:

a provision that limits the permissible number of directors;

a provision that establishes a Board of Directors divided into three classes, with members of each class elected for a three-year term that is staggered with the terms of the members of the other two classes; and

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a provision that requires advance written notice as a precondition to the nomination of any person for election to the Board of Directors, other than in the case of nominations made by existing management.

As a Pennsylvania business corporation and a corporation registered under the Securities Exchange Act of 1934, Fulton is subject to, and may take advantage of the protections of, the antitakeover provisions of the Pennsylvania Business Corporation Law of 1988, as amended. These antitakeover provisions, which are designed to discourage the acquisition of control over a targeted Pennsylvania business corporation, include:

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a provision whereby the directors of the corporation, in determining what is in the best interests of the corporation, may consider factors other than the economic interests of the shareholders, such as the effect of any action upon other constituencies, including employees, suppliers, customers, creditors and the community in which the corporation is located;

a provision that permits shareholders to demand that a controlling person pay to them the fair value of their shares in cash upon a change in control;

a provision that restricts certain business combinations unless there is prior approval by the directors or a supermajority of the shareholders;

a provision permitting a corporation to adopt a shareholders rights plan;

a provision denying the right to vote to a person who acquires a specified percentage of stock ownership unless those voting rights are restored by a vote of disinterested shareholders; and

a provision requiring a person who acquires control shares, which are described in the previous sentence, to disgorge to the corporation all profits from the sale of equity securities within eighteen months thereafter.

Corporations may elect to opt out of any or all of these antitakeover provisions of the Pennsylvania corporate law. Fulton has not elected to opt out of any of the protections provided by the antitakeover statutes.

On April 27, 1999, Fulton extended the term of its Shareholder Rights Plan, originally adopted in June of 1989, by ten years. The plan is intended to discourage unfair or financially inadequate takeover proposals and abusive takeover practices and to encourage third parties who may in the future be interested in acquiring Fulton to negotiate with Fulton's Board of Directors. The plan may have the effect of discouraging or making more difficult the acquisition of Fulton by means of a hostile tender offer, exchange offer or similar transaction. The plan is similar to shareholder rights plans which have been adopted by other bank holding companies and business corporations and contains flip-in rights (allowing certain shareholders to purchase Fulton's common stock equal to two times the right's exercise price) and flip-over rights (allowing rights holders to acquire shares of the acquirer's stock at a substantial discount) which are typically included in plans of this kind. Each share of Fulton common stock, including all shares that will be issued to Premier's shareholders in the Merger, will also represent one right pursuant to the terms of the plan, which right will initially, and until it becomes exercisable, trade with and be represented by the Fulton common stock certificates to be received by the shareholders of Premier.

The management of Fulton does not presently contemplate recommending to the shareholders the adoption of any additional antitakeover provisions.

INFORMATION ABOUT PREMIER

A copy of Premier's annual report on Form 10-K accompanies this document. As permitted by the rules of the SEC, financial and other information relating to Premier that is not included in or delivered with this document, including information relating to Premier's directors and executive officers, is incorporated herein by reference. See WHERE YOU CAN FIND MORE INFORMATION on page 66 and

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INCORPORATION BY REFERENCE on page 68.

General

Premier is a Pennsylvania business corporation and a registered financial holding company headquartered in Doylestown, Bucks County, Pennsylvania. Premier was incorporated on July 15, 1997 and reorganized on November 17, 1997 as the one-bank holding company of Premier Bank. Premier's primary business is the operation of its wholly-owned subsidiary, Premier Bank. In December 2000, Premier became a registered financial holding company.

Premier Bank was organized in 1990 as a Pennsylvania chartered banking institution and began operations on April 24, 1992. Premier bank is a community-oriented financial services provider whose business primarily consists of

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attracting retail deposits from the general public and small to mid-sized businesses and originating commercial and consumer loans in its market area. Premier bank's deposit products include checking, savings and money market accounts as well as certificates of deposit. Premier bank offers numerous credit products but specializes in lending to small to mid-sized commercial businesses and professionals. Premier bank offers a full array of lending products including loans secured by real estate and other assets, working capital lines and other commercial loans. Other credit products include residential mortgage loans, home equity loans and lines of credit, personal lines of credit and other consumer loans. Premier Bank also offers other services such as internet banking, telephone banking, cash management services, automated teller services and safe deposit boxes. Premier bank is a member of the Federal Reserve System, and its deposits are insured by the Federal Deposit Insurance Corporation's Bank Insurance Fund to the fullest extent provided by law.

Premier owns 100% of the common securities of PBI Capital Trust, a Delaware statutory business trust formed for the sole purpose of issuing \$10 million in trust preferred securities, and Premier Capital Trust II, a Delaware statutory business trust formed for the sole purpose of issuing \$15 million in trust preferred securities. Premier has a 1% membership interest in, and Premier Bank has a 99% membership interest in, each of Lenders Abstract, LLC, a provider of title insurance policies, and Premier Bank Insurance Services, LLC, a provider of long term health care insurance policies.

Premier had approximately \$610 million in assets and \$456 million in deposits at December 31, 2002. On December 31, 2002, Premier Bank employed 78 full-time and 36 part-time employees throughout its branch offices. Premier Bank operates seven community banking offices in Bucks, Northampton and Montgomery counties.

Market Price Of And Dividends On Premier Common Stock And Related Shareholder Matters

The Premier common stock trades on the American Stock Exchange under the symbol **PPA**. As of March 31, 2003, there were 3,417,515 shares of Premier common stock issued and outstanding, held by approximately 957 shareholders of record. The following table sets forth the high and low closing sale prices for shares of Premier common stock for the periods indicated as reported on the American Stock Exchange and the cash dividends paid per share for such periods. Such prices do not necessarily reflect mark-ups, mark-downs or commissions.

	<u>Price Range Per Share</u>		<u>Per Share</u>
	<u>High</u>	<u>Low</u>	<u>Dividend</u>
2003			
First Quarter	\$ 25.09	\$ 14.25	
Second Quarter (through ____, 2003			
2002			
First Quarter	\$ 9.74	\$ 8.75	\$ 0.00
Second Quarter	12.25	9.15	0.00
Third Quarter	13.44	11.00	0.00
Fourth Quarter	14.50	12.30	0.00
2001			
First Quarter	\$ 7.00	\$ 6.25	\$ 0.00