

United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): August 23, 2016

UNION BANKSHARES CORPORATION
(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

0-20293
(Commission
File Number)

54-1598552
(I.R.S. Employer
Identification No.)

1051 East Cary Street
Suite 1200
Richmond, Virginia 23219
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (804) 633-5031

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13c-4(c) under the Exchange Act (17 CFR 240.13c-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 24, 2016, Union Bankshares Corporation (the “Company”), the parent company of Union Bank & Trust (the “Bank”), announced that G. William Beale, 66, will step down as Chief Executive Officer (“CEO”) of the Company effective January 2, 2017 and will be succeeded by John C. Asbury, 51.

The Company also announced that Mr. Asbury will be appointed President of the Company and President and CEO of the Bank effective October 1, 2016 to allow for a transition period. Mr. Beale will resign from those positions effective October 1, 2016 to allow for Mr. Asbury’s appointment. Mr. Beale will resign his position as CEO of the Company effective January 2, 2017 following the transition period.

Mr. Beale will remain on the Company’s Board of Directors (the “Board”) and will serve as Executive Vice Chairman of the Board from January 2, 2017 through March 31, 2017. On March 31, 2017, Mr. Beale will retire and resign from all employment positions held with the Company and the Bank; however, he will continue as a member of the Board and will stand for reelection to the Board at the 2017 Annual Meeting of the Company’s shareholders.

On October 1, 2016, Mr. Asbury will be appointed to the Board to serve until the 2017 Annual Meeting of the Company’s shareholders, at which time he will stand for reelection to the Board. He will also serve on the Bank’s Board of Directors. In accordance with Company policy, Mr. Asbury will not receive compensation for serving as a director of the Company and the Bank.

Mr. Asbury has more than 29 years of experience in the financial services industry. He has extensive experience in commercial and business banking and has held senior and executive management positions at two of the nation’s largest national and regional banks. Most recently, since 2015, Mr. Asbury served as President and Chief Executive Officer of privately-held First National Bank of Santa Fe, a multi-state bank with locations in Colorado and New Mexico. Prior to that position, he was Senior Executive Vice President and Head of the Business Services Group at Regions Financial Corporation, a full-service provider of financial services, where he was responsible for all business and commercial banking lines of businesses. Mr. Asbury also has held various positions with Bank of America, including serving as the Pacific Northwest Region Executive for Business Banking.

A copy of the Company’s press release with respect to the above matters is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Asbury Employment Agreement

In connection with Mr. Asbury’s appointment as President and CEO of the Company and President and CEO of the Bank, on August 23, 2016, the Company and Mr. Asbury entered into an employment agreement (the “Employment Agreement”) that provides for an initial term of three (3) years, beginning October 1, 2016 and ending December 31, 2019. The employment term automatically renews on January 1, 2020 and annually thereafter each January 1st for an additional twelve (12) months unless notice of non-renewal is given by the Company no later than September 30th of the prior calendar year.

Pursuant to the Employment Agreement, Mr. Asbury's initial annual base salary will be \$650,000. He will be eligible to participate in the Company's short- and long-term cash and equity incentive plans. Incentive compensation under those plans is at the discretion of the Company's Board of Directors or the Board's Compensation Committee. Mr. Asbury will receive a grant of restricted shares of the Company's common stock and an award of performance share units with a combined market value of \$1,050,000 as of the grant dates. The award of restricted shares will have a market value of \$420,000 and will vest over a three (3) year period, with 25% of the restricted shares vesting on each of the first and second anniversaries of the grant date and 50% of the restricted shares vesting on the third anniversary of the grant date. The performance share units will have a market value of \$630,000 and will vest upon the achievement of the financial metrics set forth in the performance share unit agreement. Achievement of the financial metrics primarily will be based on total shareholder return of the Company over a three (3) year period relative to a selected peer group.

Mr. Asbury will receive a cash signing bonus of \$300,000. He also will be entitled to reimbursement of (i) relocation expenses actually incurred by him, subject to certain monetary caps; (ii) fees spent on real estate agent commissions relating to the sale of his current residence; and (iii) the cost of up to six (6) months of temporary living expenses. Mr. Asbury also will receive a \$5,000 moving allowance. Mr. Asbury will be provided with use of an automobile, the costs of which will be borne by the Company, and will receive an annual financial planning allowance.

The Company may terminate Mr. Asbury's employment without "Cause" (as defined in the Employment Agreement) with thirty (30) days prior written notice to him. Mr. Asbury also may voluntarily terminate his employment with the Company at any time for "Good Reason" (as defined in the Employment Agreement). In the event the Company terminates Mr. Asbury's employment without Cause or Mr. Asbury voluntarily terminates his employment for Good Reason, or in the event the Company fails to renew the term of Mr. Asbury's employment for calendar years 2020 and 2021, Mr. Asbury will receive a severance benefit equal to two (2) years of his base salary on the termination date, payable semi-monthly on the same schedule that would have applied to his salary payments had his employment not been terminated. In the event the Company fails to renew Mr. Asbury's employment for calendar years 2022 and thereafter, Mr. Asbury will receive a severance benefit equal to one (1) year of his base salary in effect on the termination date, payable semi-monthly on the same schedule that would have applied to his salary payments had his employment not been terminated. Payment of all severance benefits described in this paragraph is subject to receipt by the Company of his signed release and waiver of claims and satisfaction of the other requirements, conditions and limitations set forth in the Employment Agreement.

In the event of a termination for "Cause" (as defined in the Employment Agreement), Mr. Asbury will be entitled to receive his accrued but unpaid base salary and any unreimbursed expenses he may have incurred before the date of his termination.

If Mr. Asbury dies while employed by the Company, the Company will pay his designated beneficiary or estate an amount equal to six (6) months of his base salary, payable semi-monthly on the same schedule that would have applied to his salary payments had he not died.

The Employment Agreement provides that any incentive based compensation or award that Mr. Asbury receives will be subject to clawback by the Company as may be required by applicable law or stock exchange listing requirement and on such basis as the Board determines, but in no event with a look-back period of more than three years, unless required by applicable law or stock exchange listing requirement.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Asbury Management Continuity Agreement

The Company also entered into a management continuity agreement (the "Management Continuity Agreement") on August 23, 2016 with Mr. Asbury. The Employment Agreement will terminate in the event that there is a "Change in Control" (as defined in the Management Continuity Agreement) of the Company, at which time the Management Continuity Agreement will become effective and any termination benefits will be determined and paid solely pursuant to the Management Continuity Agreement.

In event of a Change in Control of the Company, the Company or its successor will continue to employ Mr. Asbury for a period of three (3) years following the date of the Change in Control with commensurate authority and responsibilities and compensation benefits. The Management Continuity Agreement also provides for certain benefits and payments to Mr. Asbury in the event of the termination of employment following a Change in Control. If his employment terminates without "Cause" or for "Good Reason" (as defined in the Management Continuity Agreement), Mr. Asbury is entitled to receive (i) a lump sum cash payment equal to two (2.0) times the sum of his base salary, plus his highest annual bonus paid or payable for the two most recently completed years; and (ii) the continuation of employee welfare benefits for twenty-four (24) months following the date of termination. The severance benefits will be reduced to the extent necessary to avoid the imposition of the golden parachute excise taxes under Section 4999 of the Internal Revenue Code. The Management Continuity Agreement also contains a clawback provision similar to that contained in the Employment Agreement.

The foregoing description of the Management Continuity Agreement is qualified in its entirety by reference to the full text of the Management Continuity Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Beale Transition Agreement

In connection with Mr. Beale's planned retirement and the appointment by the Board of Mr. Asbury as his successor, the Company entered into a transition agreement with Mr. Beale on August 23, 2016 (the "Transition Agreement"). Pursuant to the Transition Agreement, Mr. Beale will remain as CEO of the Company when Mr. Asbury becomes President of the Company and President and CEO of the Bank on October 1, 2016 (the "Transition Date"). Mr. Beale will resign from the position of CEO of the Company on January 2, 2017.

From the Transition Date through January 2, 2017, in addition to his regular duties as CEO of the Company, Mr. Beale's responsibilities will include execution of a transition plan to facilitate the leadership transition.

Following his resignation from the position of CEO of the Company on January 2, 2017, Mr. Beale will serve as Executive Vice Chairman of the Board from January 2, 2017 through March 31, 2017, during which time he will continue to facilitate the leadership transition of the Company.

On March 31, 2017, Mr. Beale will retire and resign from all employment positions with the Company and the Bank (the "Retirement Date"); however, he will continue as a member of the Board. Following Mr. Beale's retirement, subject to his first signing a release and waiver of claims, Mr. Beale will begin providing consulting and advisory services as Senior Advisor to the Company; however, he will no longer be an employee of the Company or the Bank and Mr. Beale's Employment Agreement and Management Continuity Agreement, in each case as defined in the Transition Agreement, will terminate. The consulting arrangement with Mr. Beale will have a term of two (2) years, from the Retirement Date through March 31, 2019; during that period, Mr. Beale will receive a monthly fee in an amount equal to one-twelfth (1/12) of his annual base salary as in effect on the Retirement Date (the "Transition Fee"). In addition, Mr. Beale will receive the cost of club dues and access to an office.

The Transition Agreement provides for certain additional post-retirement benefits for Mr. Beale. In connection with his retirement, Mr. Beale will receive any cash amounts payable to him on or before March 15, 2017 under the terms of the Company's 2016 Management Incentive Plan. He will not be entitled to receive incentive compensation under the Company's 2017 Management Incentive Plan for any services rendered as an employee after January 1, 2017. In addition, (i) all unvested stock options granted to him under the Company's stock incentive plans will accelerate and vest; (ii) all restricted shares of the Company's common stock granted to him under the Company's long-term incentive plans that are unvested will accelerate and vest; and (iii) performance share units will be awarded to him as determined by formulas established in the agreements under which they were made. The Company also will transfer to Mr. Beale the title to the Company-owned vehicle used by him. Mr. Beale's retirement benefits also will include payments required by the terms of the Company's nonqualified deferred compensation plan.

Pursuant to the Transition Agreement, Mr. Beale will be re-nominated for election to the Board at the 2017 Annual Meeting of the Company's shareholders.

In the event the Company or Mr. Beale terminates Mr. Beale's consulting arrangement as Senior Advisor without "Cause" (as defined in the Transition Agreement), the Company must continue to pay Mr. Beale the Transition Fee and any other benefits as and when due under the Termination Agreement.

The foregoing description of the Transition Agreement is qualified in its entirety by reference to the full text of the Transition Agreement, which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01 Financial Statements and
Exhibits.**

(d) *Exhibits.*

The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Employment Agreement, dated August 23, 2016, between the Company and John C. Asbury
10.2	Management Continuity Agreement, dated August 23, 2016, between the Company and John C. Asbury
10.3	Transition Agreement, dated August 23, 2016, between the Company and G. William Beale
99.1	Press Release dated August 23, 2016

SIGNATURES

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

UNION BANKSHARES CORPORATION

Date: August 24, 2016

By: /s/ Robert M. Gorman
Robert M. Gorman
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

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99.1	Press Release dated August 23, 2016

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of August 23, 2016, by and between Union Bankshares Corporation, a Virginia corporation (the "Company"), and John C. Asbury.

The parties, intending to be legally bound, agree as follows:

1. Employment and Acceptance. You shall be employed as President of the Company and, effective as of January 2, 2017, as Chief Executive Officer of the Company on the terms and subject to the conditions of this Agreement. You shall have the duties and responsibilities that are commensurate with your position and shall also render such other managerial services as may be reasonably assigned to you from time to time by the Company, consistent with your position. You accept such employment and agree to carry out your duties and responsibilities to the best of your ability in a competent, efficient and businesslike manner. You further agree to comply with all the policies, standards and codes of conduct of the Company now or hereafter adopted. You shall also serve as a member of the Board of Directors of the Company. In accordance with the Company's current practice, as an employee of the Company you will not be eligible for any additional fees or compensation for your service as a member of the Board of Directors.

References in this Agreement to services rendered for the Company and compensation and benefits payable or provided by the Company shall include services rendered for, and compensation and benefits payable or provided by, any Affiliate (as defined below) of the Company. Unless the context otherwise requires, references in this Agreement to the "Company" also shall mean and refer to any business entity, that, directly or indirectly through one or more intermediaries, is controlled by the Company (each, an "Affiliate").

2. Term of Employment. The term of your employment with the Company will commence on or before October 1, 2016, (the "Commencement Date") and will expire on December 31, 2019; provided that on January 1, 2020 and on each January 1st thereafter (each such January 1st is referred to as the "Renewal Date"), the term of your employment will be automatically extended for an additional calendar year. The term of your employment will not, however, be extended if the Company gives you written notice ("Nonrenewal Notice") of such nonrenewal no later than September 30th before the Renewal Date (the initial and any extended term of your employment is referred to as the "Employment Period"). Notwithstanding anything in this Agreement to the contrary, the Employment Period will not be automatically extended beyond, and will expire on, December 31st of the year in which you attain age 65. The last day of the Employment Period, as extended from time to time, is sometimes referred to as the "Expiration Date."

3. Compensation and Benefits.

(a) Base Salary. You will receive for your services an initial annual base salary of \$650,000 (the "Base Salary"), which will be payable in accordance with the payroll practices of the Company applicable to all officers. The Base Salary will be reviewed annually by the Company's Board of Directors and may be adjusted upward or downward in the sole discretion of the Company's Board of Directors. In no event, however, will the Base Salary be less than \$650,000.

(b) Short-Term and Long-Term Incentives. During the Employment Period, you may participate in such short-term and/or long-term cash and/or equity incentive plan(s) in such manner and subject to such terms and conditions as the Compensation Committee or the Board of Directors of the Company in its sole discretion may determine. Any annual cash bonus will be paid no later than two and one-half months after the end of the year for which the annual bonus is awarded. To be eligible to receive any bonus, you must be employed by the Company on the date such bonus is paid, unless you have retired in accordance with the Company's retirement policy after the date on which you were deemed to have earned any bonus under the applicable incentive plan.

(c) Signing Bonus and Stock Awards. You will receive a cash signing bonus of \$300,000 on or about the Commencement Date. In addition, you will be granted an award of restricted shares of the Company's common stock and an award of performance share units with a combined market value of \$1,050,000 as of the grant dates pursuant to the Company Stock and Incentive Plan. The award of restricted shares will have a market value of \$420,000 and will vest over a three year period, with 25% of the restricted shares vesting on each of the first and second anniversaries of the grant date and 50% of the restricted shares vesting on the third anniversary of the grant date. The performance share units will have a market value of \$630,000 and will vest upon the achievement of the financial metrics set forth in the performance share unit agreement which will measure the total shareholder return of the Company over a three year period relative to a selected peer group. The stock awards will be granted within thirty (30) days after the Commencement Date pursuant to the standard form agreements the Company currently uses for its stock awards.

(d) Benefits. You will be entitled to participate in and receive the benefits of any retirement benefit plan, life insurance, profit sharing, employee stock ownership, and other plans, benefits and privileges of the Company that may be in effect from time to time, to the extent you are eligible under the terms of those plans and programs. It is understood that the Board of Directors may, in its sole discretion, establish, modify or terminate such plans, programs or benefits.

(e) Business Expenses. The Company will reimburse you or otherwise provide for or pay for all reasonable expenses incurred by you in furtherance of, or in connection with, the business of the Company, including, but not by way of limitation, travel expenses, and memberships in professional organizations, subject to such reasonable documentation and other limitations as may be established by the Board of Directors of the Company. You will also be provided with an appropriate automobile and the Company will cover the costs associated with the operation of the automobile, including insurance, maintenance and fuel, as provided for in the Company's policies. All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Internal Revenue Code of 1986 (the "Code") to the extent that such reimbursements are subject to Section 409A of the Code, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during your lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

(f) Paid Time Off. You will be entitled to paid time off in accordance with the Company's paid time-off policies as in effect from time to time. Under the Company's current policy, you will be entitled to five weeks of paid time-off annually (prorated for the first year of your employment), including vacation, sick leave and personal leave.

(g) Relocation Expenses. The Company will provide you with relocation assistance in accordance with the terms and conditions set forth in the Company's offer letter, dated July 14, 2016, to you.

4. Termination and Termination Benefits. Notwithstanding the provisions of Section 2, your employment hereunder shall terminate under the following circumstances and shall be subject to the following provisions:

(a) Death. If you die while employed by the Company, the Company will continue to pay an amount equal to your then current Base Salary to your beneficiary designated in writing to the Company prior to your death (or to your estate, if you fail to make such designation) for six months after your death, with such payments to be made on the same periodic dates as salary payments would have been made to you had you not died. If a timely election for COBRA coverage is made, for twelve (12) months following your death your qualified dependents will receive benefits under the Company's group health and dental plans at the same rates as immediately prior to your death, and the Company will continue to pay its portion of such health and dental premiums.

(b) Disability. Your employment may be terminated at any time because of your inability to perform the essential functions of your position with the Company on a full time basis for 180 consecutive days or a total of at least 240 days in any twelve month period as a result of your incapacity due to physical or mental illness as determined pursuant to the Company's long-term disability policy. If you timely elect COBRA coverage, your current benefits under group health and dental plans will continue. In such case, (a) you will receive such benefits at the rates paid by active participants, and (b) for twelve (12) months the Company will continue to pay its portion of such health and dental premiums.

(c) Termination for Cause. Your employment may be terminated at any time by the Company effective immediately for Cause (as defined below) upon written notice to you setting forth in reasonable detail the nature of such Cause. If the Company terminates you for Cause, this Agreement will terminate without any further obligation of the Company to you other than to pay you any accrued but unpaid Base Salary, which shall be paid on the payroll date immediately following the date of termination, and to reimburse you for any unreimbursed expenses properly incurred by you (collectively, the "Accrued Amounts"). Only the following shall constitute "Cause" for such termination:

(i) your willful failure to perform any of the duties and responsibilities required of your position (other than by reason of your disability) or your willful failure to follow reasonable instructions or policies of the Company, after being advised in writing of such failure and being given a reasonable opportunity and period (as determined by the Board of Directors of the Company) to remedy such failure;

(ii) your breach of fiduciary duties owed to the Company or its Affiliates;

(iii) your conviction of or entering of a guilty plea or a plea of no contest with respect to a felony (or state law equivalent) or a crime of moral turpitude or your misappropriation or embezzlement of funds or property of the Company or its Affiliates;

(iv) your breach of a material term of this Agreement or violation in any material respect of any code or standard of conduct generally applicable to employees of the Company, after being advised in writing of such breach or violation and being given a reasonable opportunity and period (as determined by the Board of Directors of the Company) to remedy such breach or violation;

(v) your fraud or dishonesty with respect to Company or its Affiliates;

(vi) your willful engaging in conduct that, if it became known by any regulatory or governmental agency or the public, is reasonably likely to result, or has resulted, in material injury to the Company or its Affiliates, reputational, financial, or otherwise.

(d) Termination Without Cause and Nonrenewal of Term of Employment. The Company may terminate your employment hereunder without Cause by written notice to you effective thirty (30) days after receipt of such notice by you. In the event of your termination of employment by (i) the Company without Cause or (ii) the failure of the Company to renew the term of your employment pursuant to a Nonrenewal Notice as set forth in Section 2 of this Agreement with respect to the nonrenewal of the term of this Agreement for 2020 or 2021, you shall be entitled to the benefits specified in Section 4(g) of this Agreement, subject to your satisfaction of the requirements set forth in Section 4(g).

(e) Termination by You Without Good Reason. You may terminate your employment hereunder without Good Reason (as defined below) by written notice to the Company effective thirty (30) days after receipt of such notice by the Company. In the event you terminate your employment hereunder without Good Reason, you will be entitled to receive the Accrued Amounts as provided in Section 4(c). It shall not constitute a breach of this Agreement for the Company to suspend your duties and to place you on paid leave during the notice period.

(f) Termination by You for Good Reason You may voluntarily terminate your employment under this Agreement at any time for Good Reason and be entitled to receive the compensation and benefits set forth in Section 4(g), subject to the satisfaction of the requirements set forth in Section 4(g). You must provide written notice to the Board of Directors of the Company of the existence of the event or condition constituting such Good Reason within ninety (90) days of the initial occurrence of the event or condition alleged to constitute Good Reason. Upon delivery of such notice by you, the Company shall have a period of thirty (30) days during which it may remedy in good faith the event or condition constituting Good Reason, and your employment shall continue in effect during such time so long as the Company is making diligent efforts to cure. In the event the Company shall remedy in good faith the event or condition constituting Good Reason, then such notice of termination shall be null and void, and the Company shall not be required to pay the amount due to you under this Section 4(f). If the Company has not remedied the event or condition constituting Good Reason during the thirty (30) day cure period and you do not terminate your employment for Good Reason within ninety (90) days thereafter, then you will be deemed to have waived your right to terminate for Good Reason with respect to such grounds.

For purposes of this Agreement, Good Reason shall mean: (i) the failure by the Company to comply with the provisions of Section 3 or material breach by the Company of any other provision of this Agreement; (ii) the assignment to you, without your consent, to a position or of responsibilities and duties of a materially lesser status or degree of responsibility than your position, responsibilities, or duties at the Commencement Date; (iii) the requirement by the Company that you be based at any office that is greater than fifty miles from where your office is located at the Commencement Date; or (iv) the failure of the Company to nominate you for election to the Board of Directors of the Company and to use its best efforts to have you re-elected. Notwithstanding the above, Good Reason shall not include your removal as an officer of any Affiliate of the Company in order that you might concentrate your efforts on the Company or any resignation by you where Cause for your termination by the Company exists.

(g) Certain Termination Benefits In the event of termination of your employment by the Company without Cause or the failure of the Company to renew the term of your employment for 2020 and 2021 pursuant to a Nonrenewal Notice as set forth in Section 2 of this Agreement, and other than for death or disability, or by you for Good Reason, you shall receive the Accrued Amounts and, provided you sign a release and waiver of claims in favor of the Company and its Affiliates and their respective officers and directors in a form provided by the Company and it becomes effective (the "Release"), the following payments and benefits.

(i) Any earned but unpaid incentive bonus with respect to any completed calendar year immediately preceding the date of termination, which shall be paid on the applicable payment date;

(ii) Subject to subsections (v) and (vii) below, for a two-year period immediately following the date of termination, the Company shall continue to pay you your Base Salary at the rate in effect on the date of termination, such payments to be made on the same periodic dates as salary payments would have been made had your employment not been terminated (the "Severance Benefit"), subject to compliance with Section 19 of this Agreement regarding the requirements of Section 409A of the Code;

(iii) The Company shall pay you a welfare continuance benefit (the "Welfare Continuance Benefit") in an amount equal to the product of (x) the amount of the Company's monthly contribution pursuant to its current plan, or plans, in effect as of the date of termination of employment to provide group health insurance and certain related benefits made available to similarly situated officers of the Company (for purposes of illustration only, that monthly contribution is \$522 as of the date of this Agreement), times (y) twenty-four (24). The Welfare Continuance Benefit will be paid to you in a lump sum cash payment not later than thirty (30) days following the effective date of the Release, subject to compliance with Section 19 of this Agreement regarding the requirements of Section 409A of the Code.

(iv) As of the date of termination all outstanding Awards (as defined in the Company's Stock and Incentive Plan) shall automatically vest, any unvested share units shall be deemed earned and vested, and any restrictions on any outstanding Awards shall lapse; provided, however, the terms of any separate award agreement or other governing document pursuant to which an Award is granted shall control and not be superseded by this subparagraph (iv) concerning whether the Award shall automatically vest or be deemed earned as a result of a termination of employment covered by this Section 4(g).

(v) During the twelve month period that begins on the first anniversary date of the termination of employment and ends on the second anniversary date, the Company's obligation to continue to pay you the Severance Benefit during such second twelve month period shall terminate thirty (30) days after you obtain full-time employment with another employer that provides an annualized base salary that is at least equal to 75% of the Base Salary being paid by the Company;

(vi) During the two-year period following the date of termination, you shall provide the Company with at least ten days written notice before the starting date of any employment, identifying the prospective employer and its affiliated companies and the job description, including a description of the proposed geographic market area associated with the new position. You shall notify in writing any new employer of the existence of the restrictive covenants set forth in Section 5 of this Agreement.

(vii) The obligation of the Company to continue to pay you the Severance Benefit for the period after the Noncompete Period (as defined in Section 5(a)) has expired and prior to the completion of the twenty-four (24) month period specified in (ii) above shall cease effective upon your engaging in any conduct or activity that otherwise would have been prohibited under Section 5(a). (By way of illustration only, if you elect to engage in a Competitive Business within the Market Area (as those terms are defined in Section 5(d)) upon expiration of the one-year Noncompete Period, the Company will not be obligated to continue to pay the Severance Benefit for the remaining balance of the twenty-four (24) month period specified in (ii) above.).

The Release referenced in this Section 4(g) to be effective must be delivered by you to the Company no later than forty-five (45) days following your termination of employment and must not be revoked during the seven (7) days following such delivery. If such Release is not executed in a timely manner or is revoked, all such payments and benefits shall immediately cease and you shall be required to repay to the Company any such payments that have already been paid to you.

(h) Nonrenewal of the Employment Period After 2021. In the event of your termination of employment following the failure of the Company to renew the term of your employment for any annual period beginning on or after January 1, 2022 pursuant to a Nonrenewal Notice as set forth in Section 2 of this Agreement, and except for the adjustments set forth below to the Severance Benefit and Welfare Continuance Benefit, you will be entitled to the termination benefits provided for in Section 4(g), subject to your execution and delivery of the Release and its effectiveness:

(i) For a one-year period immediately following the date of termination, the Company shall continue to pay you your Base Salary at the rate in effect on the date of termination, such payments to be made on the same periodic dates as salary payments would have been made had your employment not been terminated, subject to compliance with Section 19 of this Agreement regarding the requirements of Section 409A of the Code; and

(ii) The Welfare Continuance Benefit will be an amount equal to the product of (x) the amount of the Company's monthly contribution pursuant to its current plan, or plans, in effect as of the date of termination of employment to provide group health insurance and certain related benefits made available to similarly situated officers of the Company, times (y) twelve (12). The Welfare Continuance Benefit will be paid to you in a lump sum cash payment not later than thirty (30) days following the effective date of the Release, subject to compliance with Section 19 of this Agreement regarding the requirements of Section 409A of the Code.

(i) Resignation of All Other Position. Effective upon the termination of your employment for any reason, you shall be deemed to have resigned from all positions that you hold as an officer or member of the board of directors (or a committee thereof) of the Company or its Affiliates.

(j) Regulatory Requirement. The Company shall not be required to make payment of, or provide any benefit under, this Section 4 to the extent such payment or benefit is prohibited by the regulations presently found at 12 C.F.R. Part 359 or to the extent that any other governmental approval for the payment or benefit that is required by law is not received.

5. Covenants.

(a) Noncompetition. You agree that during the Employment Period and for a one-year period following the expiration of this Agreement (subject to Section 5(c) below) or, if sooner, the termination of your employment for any reason, including resignation or retirement, during the Employment Period (the "Noncompete Period"), you will not directly or indirectly, as a principal, agent, employee, employer, investor, director, consultant, co-partner or in any other individual or representative capacity whatsoever, engage in a business that provides Competitive Services anywhere in the Market Area (as such terms are defined below) in any competitive capacity holding a similar office or engaging in similar activities to those which you held or performed on behalf of the Company and any of its Affiliates during the Employment Period. Notwithstanding the foregoing, you may purchase or otherwise acquire up to (but not more than) 1% of any class of securities of any business enterprise (but without otherwise participating in the activities of such enterprise) that provides Competitive Services in the Market Area and whose securities are listed on any national or regional securities exchange or have been registered under Section 12 of the Securities Exchange Act of 1934.

(b) Nonsolicitation. You further agree that during the Employment Period and for a two-year period following the expiration of this Agreement or, if sooner, the termination of your employment for any reason, including resignation or retirement, during the Employment Period, you will not directly or indirectly: (i) solicit, induce or attempt to solicit or induce, or assist any other person in soliciting or inducing, any customer or client of the Company or its Affiliates with whom you had direct contact or whose identity you learned as a result of your employment with the Company to terminate, diminish, or materially alter in a manner harmful to the Company the relationship of such customer or client with the Company or its Affiliates; (ii) solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any employee to terminate his or her employment with the Company or its Affiliates; or (iii) hire, employ, or engage in business with or attempt to hire, employ, or engage in business with any person employed by the Company or its Affiliates or who has left the employment of the Company or its Affiliates within the three months preceding your last date of employment by the Company.

(c) Nonrenewal of the Agreement. Notwithstanding the foregoing, in the event the Company elects not to renew this Agreement in accordance with Section 2 and your employment is subsequently terminated after the expiration of the then current term, you will not be subject to the noncompetition provisions of Section 5(a) following the termination of your employment, unless you shall otherwise be entitled to receive payments from the Company as a result of your termination without Cause, the nonrenewal of the term of this Agreement, or for Good Reason pursuant to Sections 4(g) or 4(h) of this Agreement.

(d) Definitions. As used in this Agreement, the term "Competitive Services" means providing financial products and services, which includes offering one or more of the following products and services: depository accounts, consumer and commercial lending, banking, residential and commercial mortgage lending, cash management services, securities brokerage and asset management, trust and estate administration, and any other business in which the Company or its Affiliates are engaged and in which you are significantly engaged at the time of termination of your employment; the term "Market Area" means the area within a twenty-five mile radius of any banking office or a loan production office (excluding for purposes of this Agreement an office providing only residential mortgage loans) that the Company has established and is continuing to operate at the time of termination of your employment; the term "Person" means any person, partnership, corporation, company, group or other entity; and the term "Confidential Information" shall include, but not be limited to, all financial and personnel data, computer software and all data base technologies, capital plans, customer lists and requirements, market studies, know-how, processes, trade secrets, and any other information concerning the non-public business and affairs of the Company.

(e) Confidentiality. During the Employment Period and thereafter, and except as required by any court, supervisory authority or administrative agency or as may be otherwise required by applicable law, you shall not, without the written consent of a person duly authorized by the Company, disclose to any person (other than his personal attorney, or an employee of the Company or an Affiliate, or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of your duties as an employee of the Company) or utilize in conducting a business any Confidential Information obtained by you while in the employ of the Company, unless such information has become a matter of public knowledge at the time of such disclosure.

(f) Acknowledgment; Enforcement. The covenants contained in this Section 5 shall be construed and interpreted in any proceeding to permit their enforcement to the maximum extent permitted by law. You agree that the restrictions imposed herein are necessary for the reasonable and proper protection of the Company and its Affiliates, and that each and every one of the restrictions is reasonable in respect to length of time, geographic area and scope of prohibited activities, and that the restrictions are neither overly restrictive on your post-employment activity nor overly burdensome for you to abide by. You covenant that you will not make any contention contrary to any of the foregoing representations in the future and agree that you will be estopped to deny or contradict the truth or accuracy of these representations. If, however, the time, geographic and/or scope of activity restrictions set forth in Section 5 are found by an arbitrator or court to exceed the standards deemed enforceable, the arbitrator or court, as applicable, is empowered and directed to modify the restriction(s) to the extent necessary to make them enforceable. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to prohibit any activity that cannot reasonably be construed to further in any meaningful way any actual or potential competition against the Company or an Affiliate.

(g) Enforcement. You acknowledge that damages at law would not be a measurable or adequate remedy for breach of the covenants contained in this Section 5 and, accordingly, you agree to submit to the equitable jurisdiction of any court of competent jurisdiction in connection with any action to enjoin you from violating any such covenants. If the Company is successful in whole or in part in any legal, equitable, or arbitration action against you in connection with the enforcement of the covenants included in this Section 5, the Company shall be entitled to payment of all costs, including reasonable attorney's fees, from you. If, on the other hand, it is finally determined by a court of competent jurisdiction that a breach or threatened breach did not occur under Section 5 of this Agreement, the Company shall reimburse you for reasonable legal fees incurred to defend the claim. In the event legal action is commenced with respect to the provisions of this Section 5 and you have not strictly observed the restrictions set forth in this Section 5, then the restricted periods described in Paragraphs (a) and (b) shall begin to run anew from the date of any Final Determination of such legal action. "Final Determination" shall mean the expiration of time to file any possible appeal from a final judgment in such legal action or, if an appeal be taken, the final determination of the final appellate proceeding. All the provisions of this Section 5 will survive termination and expiration of this Agreement.

6. Change in Control of the Company. Provided the agreement, dated as of the same date as this Agreement (the "Management Continuity Agreement"), between the Company and you that provides for certain severance payments and benefits in connection with the termination of your employment without "cause" or "good reason" following a "change in control" transaction (as those terms are defined in the Management Continuity Agreement) continues to remain in effect, in the event there is a change in control of the Company this Agreement will terminate and be of no further force and effect, except as provided below, and any termination benefits will be determined and paid solely pursuant to such Management Continuity Agreement.

Notwithstanding anything to the contrary contained in this Agreement, in the event of a change in control of the Company, the restrictions imposed by paragraph (a) of Section 5 shall not apply to you after you cease to be employed by the Company, unless you are entitled to receive the severance benefits provided for in the Management Continuity Agreement in which case the restrictions imposed by Section 5(a) of this Agreement will continue to apply. The nonsolicitation restrictions in Section 5(b) and the confidentiality provisions in Section 5(c) will remain in full force and effect following a change in control.

7. Arbitration.

(a) Except as provided in Section 7(c) below, both the Company and you acknowledge and agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be settled by binding arbitration unless otherwise required by law, to be held in Richmond, Virginia in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The party against whom the arbitrator(s) shall render an award shall pay the other party's reasonable attorneys' fees and other reasonable costs and expenses in connection with the enforcement of its rights under this Agreement (including the enforcement of any arbitration award in court), unless and to the extent the arbitrator(s) shall determine that under the circumstances recovery by the prevailing party of all or a part of any such fees and costs and expenses would be unjust.

(b) The arbitrator(s) shall apply Virginia law to the merits of any dispute or claim, without reference to rules of conflicts of law. You hereby consent to the personal jurisdiction of the state and federal courts located in Virginia for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.

(d) YOU HEREBY CONFIRM YOU HAVE READ AND UNDERSTAND THIS SECTION 7, WHICH DISCUSSES ARBITRATION, AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT, YOU AGREE, EXCEPT AS PROVIDED IN SECTION 7(c), TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF YOUR RELATIONSHIP WITH THE COMPANY.

8. Mitigation; Exclusivity of Benefits

(a) You shall not be required to mitigate the amount of any benefits to be paid to him hereunder by seeking other employment or otherwise.

(b) The specific arrangements referred to herein are not intended to exclude any other benefits which may be available to you upon a termination of employment with the Company pursuant to employee benefit plans of the Company or otherwise.

9. Withholding. All payments required to be made by the Company hereunder to you shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine should be withheld pursuant to any applicable law or regulation.

10. Assignability. The Company may assign this Agreement and its rights and obligations hereunder in whole, but not in part, to any corporation, company or other entity with or into which the Company may hereafter merge or consolidate or to which the Company may transfer all or substantially all of its assets, if in any such case such corporation, company or other entity shall by operation of law or expressly in writing assume all obligations of the Company hereunder as fully as if it had been originally made a party hereto, to the extent that any such transaction does not trigger the operation of Section 5 above. You may not assign or transfer this Agreement or any rights or obligations hereunder.

11. Notices. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company: Chairman of the Board
Union Bankshares Corporation
1051 East Cary Street
Suite 1200
Richmond, Virginia 23219

And at the Chairman's home address as shown on the records of the Company.

To the Officer: John C. Asbury

At your home address as shown on the records of the Company.

12. Amendment; Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by you and such officer or officers as may be specifically designated by the Board of Directors of the Company and the Bank to sign on their behalf. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

13. Entire Agreement. This Agreement, together with the Management Continuity Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth or expressly incorporated in this Agreement or in the Management Continuity Agreement. For purposes of this Agreement, the term "Company" includes any subsidiaries of the Company.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to its conflicts of laws principles.

15. Nature of Obligations. Nothing contained herein shall create or require the Company to create a trust of any kind to fund any benefits which may be payable hereunder, and to the extent that you acquire a right to receive benefits from the Company hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company.

16. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

19. Deferred Compensation Omnibus Provision.

(a) It is intended that payments and benefits under this Agreement that are considered to be deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code to avoid the unfavorable tax consequences provided for therein for non-compliance. Notwithstanding any other provision of this Agreement, the Company's Compensation Committee or Board of Directors is authorized to amend this Agreement, to amend or void any election made by you under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by it to be necessary or appropriate to comply with Section 409A of the Code. For purposes of this Agreement, all rights to payments and benefits hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code.

(b) If you are deemed on the date of separation of service with the Company to be a “specified employee,” as defined in Section 409A(a)(2)(B) of the Code, then any payments or arrangements due upon a termination of your employment under any arrangement that constitutes a “nonqualified deferral of compensation” within the meaning of Section 409A and which do not otherwise qualify under the exemptions under Treas. Regs. Section 1.409A-1 (including without limitation, the short-term deferral exemption or the permitted payments under Treas. Regs. Section 1.409A-1(b)(9)(iii)(A)), shall be delayed and paid or provided, without interest, on the earlier of (i) the date which is six (6) months after your “separation from service” (as such term is defined in Section 409A and the regulations and other published guidance thereunder) for any reason other than death, and (ii) the date of your death. (the “409A Deferral Period”).

(c) In the case of benefits that are subject to Section 409A of the Code and not deemed to be paid under a separation pay plan that does not provide for a deferral of compensation by reason of the application of Treasury Regulation 1.409A-1(b)(9)(iii), you may pay the cost of benefit coverage, and thereby obtain benefits, during the 409A Deferral Period and then be reimbursed by the Company when the 409A Deferral Period ends. On the first day after the end of the 409A Deferral Period, all payments delayed pursuant to this Section 19 (whether they would have otherwise been payable in a single lump sum or in installments in the absence of such deferral) shall be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided as originally scheduled.

(d) It is intended that each installment of the severance payments and benefits provided under this Agreement shall be treated as a separate “payment” for purposes of Section 409A of the Code. Neither you nor the Company shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code.

(e) “Termination of employment” shall have the same meaning as “separation of service,” as that phrase is defined in Section 409A of the Code (taking into account all rules and presumptions provided for in the Section 409A regulations).

20. Clawback. You agree that any incentive based compensation or award that you receive, or have received, from the Company or its Affiliates under this Agreement or otherwise, will be subject to clawback by the Company as may be required by applicable law or stock exchange listing requirement and on such basis as the Board of Directors of the Company determines, but in no event with a look-back period of more than three years, unless required by applicable law or stock exchange listing requirement.

21. Documents. All documents, records, tapes and other media of any kind or description relating to the business of the Company or its Affiliates (the “Documents”), whether or not prepared by you, shall be the sole and exclusive property of the Company. The Documents, and any copies, shall be returned to the Company upon your termination of employment for any reason or at such earlier time as the Board of Directors of the Company or its designees may specify.

22. Non-disparagement. You will not at any time during or after the Employment Period make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its business, or any of its directors, employees, customers, and other associated third parties. This Section 22 does not, in any way, restrict or impede you from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by law, regulation or order. You shall promptly provide written notice of any such order to the Company. The Company will cause its officers and directors to refrain from making, publishing or communicating, at any time during or after the Employment Period, to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning you.

23. Stock Ownership Requirements. During the Employment Period, you will be expected to maintain ownership of Company common stock in accordance with the guidelines established by the Board of Directors from time to time. You will be required to meet this ownership requirement within five years after the commencement of your employment.

24. No Construction Against Any Party. This Agreement is the product of informed negotiations between parties. If any part of this Agreement is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties. The parties agree neither party was in a superior bargaining position regarding the substantive terms of this Agreement.

(Signatures appear on the following page)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

UNION BANKSHARES CORPORATION

By: /s/ Raymond D. Smoot, Jr.
Raymond D. Smoot, Jr.
Chairman of the Board

/s/ John C. Asbury
John C. Asbury

MANAGEMENT CONTINUITY AGREEMENT

This Management Continuity Agreement, dated as of August 23, 2016 (“Agreement”), is by and between Union Bankshares Corporation, a Virginia corporation (the “Company”), and John C. Asbury (the “Executive”).

1. Purpose

The Company recognizes that the possibility of a Change in Control exists and the uncertainty and questions that it may raise among management may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders. Accordingly, the purpose of this Agreement is to encourage the Executive to continue employment with the Company and/or its affiliates or successors in interest by merger or acquisition after a Change in Control by providing reasonable employment security to the Executive and to recognize the prior service of the Executive in the event of a termination of employment under certain circumstances after a Change in Control.

2. Term of the Agreement

This Agreement will be effective on the Effective Date (as defined hereinafter) and will expire on December 31, 2017; provided, that on January 1, 2018 and on each January 1st thereafter (each such January 1st is referred to as the “Renewal Date”), this Agreement will be automatically extended for an additional calendar year. This Agreement will not, however, be extended if the Company gives written notice of such non-renewal to the Executive no later than September 30th before the Renewal Date (the original and any extended term of this Agreement is referred to as the “Change in Control Period”). The “Effective Date” means the first date of Executive’s employment with the Company.

3. Employment after a Change in Control

If a Change in Control of the Company (as defined in Section 12) occurs during the Change in Control Period and the Executive is employed by the Company on the date the Change in Control occurs (the “Change in Control Date”), the Company will continue to employ the Executive in accordance with the terms and conditions of this Agreement for the period beginning on the Change in Control Date and ending on the third anniversary of such date (the “Employment Period”). If a Change in Control occurs on account of a series of transactions, the Change in Control Date is the date of the last of such transactions.

4. Terms of Employment

(a) Position and Duties. During the Employment Period, (i) the Executive’s position, authority, duties and responsibilities will be at least commensurate in all material respects with the most significant of those held, exercised and assigned to Executive by the Company at any time during the 90-day period immediately preceding the Change in Control Date and (ii) the Executive’s services will be performed at the location where the Executive was employed immediately preceding the Change in Control Date or any office that is the headquarters of the Company and is less than 35 miles from such location.

(b) Compensation.

(i) Base Salary. During the Employment Period, the Executive will receive an annual base salary (the “Annual Base Salary”) at least equal to the base salary paid or payable to the Executive by the Company and its affiliated companies for the twelve-month period immediately preceding the Change of Control Date. During the Employment Period, the Annual Base Salary will be reviewed at least annually and will be increased at any time and from time to time as will be substantially consistent with increases in base salary generally awarded in the ordinary course of business to other peer executives of the Company and its affiliated companies. Any increase in the Annual Base Salary will not serve to limit or reduce any other obligation to the Executive under this Agreement. The Annual Base Salary will not be reduced after any such increase, and the term Annual Base Salary as used in this Agreement will refer to the Annual Base Salary as so increased. The term “affiliated companies” includes any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to the Annual Base Salary, the Executive will be awarded for each year ending during the Employment Period and for which the Executive is employed on the last day of the year an annual bonus (the “Annual Bonus”) in cash at least equal to the average annual bonus paid or payable, including by reason of any deferral, for the two years immediately preceding the year in which the Change in Control Date occurs. Each such Annual Bonus will be paid no later than two and one-half months after the end of the year for which the Annual Bonus is awarded.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive will be entitled to participate in all incentive (including stock incentive), savings and retirement, insurance plans, policies and programs applicable generally to other peer executives of the Company and its affiliated companies, but in no event will such plans, policies and programs provide the Executive with incentive opportunities, savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than those provided by the Company and its affiliated companies for the Executive under such plans, policies and programs as in effect at any time during the six months immediately preceding the Change in Control Date.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive’s family, as the case may be, will be eligible for participation in and will receive all benefits under welfare benefit plans, policies and programs provided by the Company and its affiliated companies to the extent applicable generally to other peer executives of the Company and its affiliated companies, but in no event will such plans, policies and programs provide the Executive with benefits that are less favorable, in the aggregate, than the most favorable of such plans, policies and programs in effect at any time during the six months immediately preceding the Change in Control Date.

(v) Fringe Benefits. During the Employment Period, the Executive will be entitled to fringe benefits in accordance with the most favorable plans, policies and programs of the Company and its affiliated companies in effect for the Executive at any time during the six months immediately preceding the Change in Control Date or, if more favorable to the Executive, as in effect generally from time to time after the Change in Control Date with respect to other peer executives of the Company and its affiliated companies.

(vi) Paid Time Off. During the Employment Period, the Executive will be entitled to paid time off in accordance with the most favorable plans, policies and programs of the Company and its affiliated companies in effect for the Executive at any time during the six months immediately preceding the Change in Control Date or, if more favorable to the Executive, as in effect generally from time to time after the Change in Control Date with respect to other peer executives of the Company and its affiliated companies.

5. Termination of Employment Following a Change in Control

(a) Death or Disability. The Executive's employment will terminate automatically upon the Executive's death during the Employment Period. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period, it may terminate the Executive's employment. For purposes of this Agreement, "Disability" means the Executive's inability to perform the essential functions of his position with the Company on a full time basis for 180 consecutive days or a total of at least 240 days in any twelve month period as a result of the Executive's incapacity due to physical or mental illness (as determined by an independent physician selected by the Board of the Company).

(b) Cause. The Company may terminate the Executive's employment during the Employment Period for Cause. For purposes of this Agreement, "Cause" means (i) gross incompetence, gross negligence, willful misconduct in connection with the performance of your duties or breach of a fiduciary duty owed to the Company or any affiliated company; (ii) conviction of or entering of a guilty plea or a plea of no contest with respect to a felony or a crime of moral turpitude or commission of an act of embezzlement or fraud against the Company or any affiliated company; (iii) any material breach by the Executive of a material term of this Agreement, including, without limitation, material failure to perform a substantial portion of his duties and responsibilities hereunder; or (iv) deliberate dishonesty of the Executive with respect to the Company or any affiliated company.

(c) Good Reason. The Executive's employment may be terminated during the Employment Period by the Executive for Good Reason. For purposes of this Agreement, "Good Reason" means:

- (i) a material reduction in the Executive's duties or authority;
- (ii) a failure by the Company to comply with any of the provisions of Section 4(b);
- (iii) the Company's requiring the Executive to be based at any office or location other than that described in Section 4(a)(ii);
- (iv) the failure by the Company to comply with and satisfy Section 7(b); or
- (v) the Company fails to honor any term or provision of this Agreement;

Notwithstanding the above, Good Reason shall not include any resignation by you where Cause for your termination by the Company exists or an isolated, insubstantial and/or inadvertent action not taken in bad faith by the Company and which is remedied by the Company within a reasonable time after receipt of notice thereof if given by the Executive.

(d) Notice of Termination. Any termination during the Employment Period by the Company or by the Executive for Good Reason shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the date specified in the Notice of Termination (which shall not be less than 30 nor more than 60 days from the date such Notice of Termination is given), and (iii) if the Executive's employment is terminated for Disability, 30 days after Notice of Termination is given, provided that the Executive shall not have returned to the full-time performance of his duties during such 30-day period.

(f) Resignation of All Other Positions. Effective upon the termination of the Executive's employment for any reason, the Executive shall be deemed to have resigned from all positions the Executive holds as an officer or member of the Board of Directors (or a committee thereof) of the Company or any of its affiliates.

6. Compensation Upon Termination

(a) Termination Without Cause or for Good Reason. The Executive will be entitled to the following benefits if, during the Employment Period, the Company terminates his employment without Cause or the Executive terminates his employment with the Company or any affiliated company for Good Reason; provided with respect to the payments set forth in paragraphs (ii) and (iii) below, the Executive signs a release and waiver of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company and such release has become effective (the "Release") (for a avoidance of doubt, no release is required in connection with the payments set forth in paragraph (i) below).

(i) Accrued Obligations. The Accrued Obligations are the sum of: (1) the Executive's Annual Base Salary through the Date of Termination at the rate in effect just prior to the time a Notice of Termination is given; (2) the amount, if any, of any incentive or bonus compensation theretofore earned which has not yet been paid; (3) the product of the Annual Bonus paid or payable, including by reason of deferral, for the most recently completed year and a fraction, the numerator of which is the number of days in the current year through the Date of Termination and the denominator of which is 365; and (4) any benefits or awards (including both the cash and stock components) which pursuant to the terms of any plans, policies or programs have been earned or become payable, but which have not yet been paid to the Executive (but not including amounts that previously had been deferred at the Executive's request, which amounts will be paid in accordance with the Executive's existing directions). The Accrued Obligations will be paid to the Executive in a lump sum cash payment within ten days after the Date of Termination;

(ii) Salary Continuance Benefit. The Salary Continuance Benefit is an amount equal to 2.0 times the Executive's Final Compensation. For purposes of this Agreement, "Final Compensation" means the Annual Base Salary in effect at the Date of Termination, plus the highest Annual Bonus paid or payable for the two most recently completed years and any amount contributed by the Executive during the most recently completed year pursuant to a salary reduction agreement or any other program that provides for pre-tax salary reductions or compensation deferrals. The Salary Continuance Benefit will be paid to the Executive in a lump sum cash payment not later than 30 days following the effective date of the Release, subject to compliance with Section 16 of this Agreement regarding the requirements of Section 409A of the Internal Revenue Code of 1986 (the "Code");

(iii) Welfare Continuance Benefit. The Company shall pay you a welfare continuance benefit (the "Welfare Continuance Benefit") in an amount equal to the product of (x) the amount of the Company's monthly contribution pursuant to its current plan, or plans, in effect as of the Date of Termination to provide group health insurance and certain related benefits made available to similarly situated officers of the Company (for avoidance of doubt, that monthly contribution is \$522 as of the date of this Agreement), times (y) twenty-four (24). The Welfare Continuance Benefit will be paid to the Executive in a lump sum cash payment not later than 30 days following the effective date of the Release, subject to compliance with Section 16 of this Agreement regarding the requirements of Section 409A of the Code.

(iv) Equity Acceleration. All outstanding Awards (as defined in the Company's Stock and Incentive Plan) shall automatically vest, any unvested share units shall be deemed earned and vested, and any restrictions on any outstanding Awards shall lapse; provided, however, the terms of any separate award agreement or other governing document pursuant to which an Award is granted shall control and not be superseded by this subparagraph (iv) concerning whether the Award shall automatically vest or be deemed earned as a result of a termination of employment covered by this Section 6.

(b) Death. If the Executive dies during the Employment Period, this Agreement will terminate without any further obligation on the part of the Company under this Agreement, other than for (i) payment of the Accrued Obligations and six months of the Executive's Base Salary (which shall be paid to the Executive's beneficiary designated in writing or his estate, as applicable, in a lump sum cash payment within 30 days of the date of death); (ii) the timely payment of the Welfare Continuance Benefit to the Executive's spouse and other dependents; and (iii) the timely payment of all death and retirement benefits pursuant to the terms of any plan, policy or arrangement of the Company and its affiliated companies.

(c) Disability. If the Executive's employment is terminated because of the Executive's Disability during the Employment Period, this Agreement will terminate without any further obligation on the part of the Company under this Agreement, other than for (i) payment of the Accrued Obligations and six months of the Executive's Base Salary (which shall be paid to the Executive in a lump sum cash payment within 30 days of the Date of Termination); (ii) the timely payment of the Welfare Continuance Benefit; and (iii) the timely payment of all disability and retirement benefits pursuant to the terms of any plan, policy or arrangement of the Company and its affiliated companies.

(d) Cause: Other than for Good Reason. If the Executive's employment is terminated for Cause during the Employment Period, this Agreement will terminate without further obligation to the Executive other than the payment to the Executive of the Annual Base Salary through the Date of Termination, plus the amount of any compensation previously deferred by the Executive. If the Executive terminates employment during the Employment Period, excluding a termination for Good Reason, this Agreement will terminate without further obligation to the Executive other than for the Accrued Obligations (which will be paid in a lump sum in cash within 30 days of the Date of Termination) and any other benefits to which the Executive may be entitled pursuant to the terms of any plan, program or arrangement of the Company and its affiliated companies.

(e) Maximum Benefit. No amounts will be payable and no benefits will be provided under this Agreement to the extent that such payments or benefits, together with other payments or benefits under other plans, agreements or arrangements, would make the Executive liable for the payment of an excise tax under Section 4999 of the Code, or any successor provision. The amounts otherwise payable and the benefits otherwise to be provided under this Agreement shall be reduced in a manner determined by the Company (by the minimum possible amount) that is consistent with the requirements of Section 409A of the Code until no amount payable to the Executive will be subject to such excise tax. All calculations and determinations under this Section 6(e) shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the "Tax Advisor") whose determinations shall be conclusive and binding on the Company and the Executive for all purposes. The Tax Advisor may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company shall bear all costs of the Tax Advisor.

7. Binding Agreement; Successors

(a) This Agreement will be binding upon and inure to the benefit of the Executive (and his personal representative), the Company and any successor organization or organizations which shall succeed to substantially all of the business and property of the Company, whether by means of merger, consolidation, acquisition of all or substantially of all of the assets of the Company or otherwise, including by operation of law.

(b) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(c) For purposes of this Agreement, the term "Company" includes any subsidiaries of the Company and any corporation or other entity which is the surviving or continuing entity in respect of any merger, consolidation or form of business combination in which the Company ceases to exist; provided, however, that for purposes of determining whether a Change in Control has occurred herein, the term "Company" refers to Union Bankshares Corporation or its successors.

8. Fees and Expenses; Mitigation

(a) The Company will pay or reimburse the Executive for all costs and expenses, including without limitation court costs and reasonable attorneys' fees, incurred by the Executive (i) in contesting or disputing any termination of the Executive's employment or (ii) in seeking to obtain or enforce any right or benefit provided by this Agreement, in each case provided the Executive is the prevailing party in a proceeding brought in a court of competent jurisdiction. The Company shall reimburse the foregoing costs on a current basis after the Executive submits a claim for reimbursement with the proper documentation of the costs and expenses, provided that no expense will be reimbursed after the end of the year following the year in which the expense is incurred.

(b) The Executive shall not be required to mitigate the amount of any payment the Company becomes obligated to make to the Executive in connection with this Agreement, by seeking other employment or otherwise. The amount of any payment provided for in Section 6 shall not be reduced, offset or subject to recovery by the Company by reason of any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

9. No Employment Contract

Nothing in this Agreement will be construed as creating an employment contract between the Executive and the Company prior to Change in Control.

10. Survival of Certain Restrictive Covenants

Section 5(a) of the Employment Agreement, dated as of the same hereof, between the Company and the Executive with respect to the Executive's covenants concerning noncompetition will not apply to the Executive after he ceases to be employed by the Company, unless the Executive is entitled to receive the severance benefits provided for in Section 6 of this Agreement in connection with the termination of his employment without Cause or for Good Reason in which case the restrictions imposed by Section 5(a) in the Employment Agreement will continue to apply. The nonsolicitation restrictions in Section 5(b) of the Employment Agreement and the confidentiality provisions in Section 5(e) of the Employment Agreement, together with the other provisions of Section 5, except to the extent Section 5(a) of the Employment Agreement may not apply as provided above, will survive the termination of the Employment Agreement and are incorporated into and made a part of this Agreement as though Section 5 of the Employment Agreement were set forth in full in this Agreement.

11. Notice

Any notices and other communications provided for by this Agreement will be sufficient if in writing and delivered in person, or sent by registered or certified mail, postage prepaid (in which case notice will be deemed to have been given on the third day after mailing), or by overnight delivery by a reliable overnight courier service (in which case notice will be deemed to have been given on the day after delivery to such courier service). Notices to the Company shall be directed to the Secretary of the Company, with a copy directed to the Chairman of the Board of the Company. Notices to the Executive shall be directed to his last known address.

12. Definition of a Change in Control

No benefits shall be payable hereunder unless there shall have been a Change in Control of the Company as set forth below. For purposes of this Agreement, a "Change in Control" means:

(a) The acquisition by any Person of beneficial ownership of 20% or more of the then outstanding shares of common stock of the Company, provided that an acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege) shall not constitute a Change in Control;

(b) Individuals who constitute the Board on the date of this Agreement (the "Incumbent Board") cease to constitute a majority of the Board, provided that any director whose nomination was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board will be considered a member of the Incumbent Board, but excluding any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company;

(c) Consummation by the Company of a reorganization, merger, share exchange or consolidation (a "Reorganization"), provided that a Reorganization will not constitute a Change in Control if, upon consummation of the Reorganization, each of the following conditions is satisfied:

(i) more than 50% of the then outstanding shares of common stock of the corporation resulting from the Reorganization is beneficially owned by all or substantially all of the former shareholders of the Company in substantially the same proportions as their ownership existed in the Company immediately prior to the Reorganization;

(ii) no Person beneficially owns 20% or more of either (1) the then outstanding shares of common stock of the corporation resulting from the transaction or (2) the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors; and

(iii) at least a majority of the members of the board of directors of the corporation resulting from the Reorganization were members of the Incumbent Board at the time of the execution of the initial agreement providing for the Reorganization.

(d) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, or the consummation of a sale or other disposition of all or substantially all of the assets of the Company.

(e) For purposes of this Agreement, "Person" means any individual, entity or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 (the "Exchange Act"), other than any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliated company, and "beneficial ownership" has the meaning given the term in Rule 13d-3 under the Exchange Act.

13. Miscellaneous

No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, modification, waiver or discharge is agreed to in a writing signed by the Executive and the Chairman of the Board, Chief Executive Officer, or President of the Company. This Agreement replaces and supersedes any prior agreements, written or oral, relating to the subject matter hereof, and all such agreements are hereby terminated and are without any further legal force or effect. No waiver by either party hereto at any time of any breach by the other party hereto of, or of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party that are not expressly set forth in this Agreement.

14. Governing Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia. The Company and the Executive submit to the exclusive jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any such claims, causes of action or disputes arising out of or relating to or concerning this Agreement.

15. Validity

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Deferred Compensation Omnibus Provision

(a) It is intended that payments and benefits under this Agreement that are considered to be deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code to avoid the unfavorable tax consequences provided for therein for non-compliance. Notwithstanding any other provision of this Agreement, the Company's Compensation Committee or Board of Directors is authorized to amend this Agreement, to amend or void any election made by the Executive under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by it to be necessary or appropriate to comply with Section 409A of the Code. For purposes of this Agreement, all rights to payments and benefits hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code.

(b) If the Executive is deemed on the date of separation of service with the Company to be a "specified employee," as defined in Section 409A(a)(2)(B) of the Code, then payment of any amount or provision of any benefit under this Agreement that is considered deferred compensation subject to Section 409A of the Code shall not be made or provided prior to the earlier of (A) the expiration of the six-month period measured from the date of separation of service or (B) the date of death (the "409A Deferral Period").

(c) In the case of benefits that are subject to Section 409A of the Code, the Executive may pay the cost of benefit coverage, and thereby obtain benefits, during the 409A Deferral Period and then be reimbursed by the Company when the 409A Deferral Period ends. On the first day after the end of the 409A Deferral Period, all payments delayed pursuant to this Section 16 (whether they would have otherwise been payable in a single lump sum or in installments in the absence of such deferral) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided as originally scheduled.

(d) “Termination of employment” shall have the same meaning as “separation of service,” as that phrase is defined in Section 409A of the Code (taking into account all rules and presumptions provided for in the Section 409A regulations).

17. Clawback The Executive agrees that any incentive based compensation or award that he receives, or has received, from the Company or its Affiliates under this Agreement or otherwise, will be subject to clawback by the Company as may be required by applicable law or stock exchange listing requirement and on such basis as the Board of Directors of the Company determines, but in no event with a look-back period of more than three years, unless required by applicable law or stock exchange listing requirement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by Union Bankshares Corporation by its duly authorized officer, and by the Executive, as of the date first above written.

UNION BANKSHARES CORPORATION

By: /s/ Raymond D. Smoot, Jr.
Raymond D. Smoot, Jr.
Chairman of the Board

EXECUTIVE:

/s/ John C. Asbury
John C. Asbury

August 23rd, 2016

Mr. G. William Beale
President and Chief Executive Officer
Union Bankshares Corporation
1051 East Cary Street, Suite 1200
Richmond, Virginia 23219

Dear Billy:

We appreciate your participation and guidance as a member of the search committee in our successful search for your successor. Now that we have identified your successor, this letter will set forth our binding agreement (herein the "Transition Agreement") regarding the terms of your continuing role with the Company, including facilitating the leadership transition, and the terms of your service as a senior advisor to the Company following such transition.

1. Employment. You will continue to serve as President and Chief Executive Officer of the Company until the effective date of John Asbury's employment as your successor (the "Transition Date"), which we anticipate will occur on or about October 1, 2016. Your employment with the Company will remain subject to the terms and conditions of your Amended and Restated Employment Agreement, dated as of May 1, 2006 and amended as of February 1, 2010 (the "Employment Agreement"), for the period commencing on the date hereof and continuing through the completion of the Transition Period (as described below).

2. Transition Period.

(a) When Mr. Asbury assumes the office of President of the Company and President and Chief Executive Officer of Union Bank & Trust (the "Bank") on the Transition Date, you will remain as Chief Executive Officer of the Company under the terms of this Transition Agreement and will continue as a member of the respective Boards of Directors of the Company and the Bank but will resign from all other officer and director positions you then hold with the Company and its affiliates effective as of such date. You will continue to serve as Chief Executive Officer of the Company through January 2, 2017, when you will resign as Chief Executive Officer of the Company in order for Mr. Asbury to assume the position of Chief Executive Officer of the Company as of such date (the "Initial Transition Period"). During the Initial Transition Period, in addition to your duties and responsibilities as Chief Executive Officer of the Company reporting to the Board of Directors, you will perform the duties and responsibilities set forth in a written transition plan (the "Transition Plan") developed jointly by Mr. Asbury and you and approved by the Executive Committee of the Board.

(b) Following the Initial Transition Period, you will serve as Executive Vice Chair of the Board of Directors of the Company and the Bank until March 31, 2017 when you have agreed to retire from your employment with the Company and to resign as an officer and employee of the Company and the Bank (the "Retirement Date"). As Executive Vice Chair, you will focus on the successful completion of the leadership transition process by, among other things, continuing to perform the duties and responsibilities set forth in the Transition Plan.

(c) The period from the Transition Date to the Retirement Date, including the Initial Transition Period, shall be referred to as the "Transition Period". During the Transition Period, you will continue to receive your base salary in effect as of the Transition Date and will, as provided in Section 5(c) below, continue to be eligible for incentive cash and equity compensation in accordance with the 2016 Management Incentive Plan and any other incentive plans in which you are eligible to participate. Your Employment Agreement and your Amended and Restated Management Continuity Agreement, dated as of November 21, 2000 and amended as of December 31, 2008, between the Company and you (the "Management Continuity Agreement") will remain in effect during the Transition Period, except that your position with the Company and the Bank during the Transition Period shall be modified by mutual agreement as herein provided.

3 . Retirement. Upon the completion of the Transition Period and effective as of the Retirement Date, you have agreed to retire and resign as an officer and employee of the Company and the Bank but shall continue as a member of the Board of Directors of the Company and the Bank until your term as a Director expires (subject to Section 4 below) or you resign or are removed in accordance with the applicable governing documents. Following the Retirement Date, you will thereafter provide consulting and advisory services as a Senior Advisor to the Company in accordance with the terms and conditions of this Transition Agreement (the "Senior Advisory Services"). The Senior Advisory Services shall be rendered on a part-time, as needed basis and may be rendered telephonically. After the Retirement Date, you will no longer be considered an employee of the Company, and your Employment Agreement and Management Continuity Agreement will terminate, except as provided in Section 11 hereof with respect to certain provisions of the Employment Agreement to which you will remain subject.

4 . Board Service. The Board has agreed to re-nominate you for election to the Board of Directors of the Company for a three-year term when your current term expires at the 2017 annual meeting of shareholders. Effective upon your election to the Board of Directors at the 2017 annual meeting of shareholders, you will be entitled to receive director compensation on the same basis as all non-employee members of the Board of Directors, prorated as appropriate for 2017.

5 . Benefits. The Company will provide the following benefits to you in connection with your retirement as contemplated by this Transition Agreement, notwithstanding your death or any termination of this Transition Agreement or the Senior Advisory Services:

(a) Stock Options. All stock options granted to you under both the Company's 2003 and 2011 Stock Incentive Plans that remain unvested will accelerate and vest in full on the earlier of your death, disability or the Retirement Date. Pursuant to the terms of each stock option agreement, you may exercise each option in full or in part at any time within twelve months after the Retirement Date, after which period the stock option will terminate and no longer be exercisable.

(b) Long-term Incentive Awards. The restricted shares granted to you as a component part of the 2014, 2015 and 2016 Long-term Incentive Awards that are unvested will accelerate and vest in full on the earlier of your death, disability or the Retirement Date. The performance shares forming the other component part of the Long-term Incentive Awards will vest as follows:

- (i) 2014 Long-term Incentive Award. You will be entitled to receive, without any pro-rata adjustment, shares of Company common stock covering the three-year performance period from January 1, 2014 through December 31, 2016 as determined by the formula set forth in the award agreement measuring the Company's performance over such three-year period, subject to the terms and conditions of the award agreement, dated as of February 27, 2014.
 - (ii) 2015 Long-term Incentive Award. You will be entitled to receive a pro-rata award of shares of Company common stock covering the three-year performance period from January 1, 2015 through December 31, 2017 as determined by the formula set forth in the Performance Share Unit Agreement, dated as of April 24, 2015, measuring the Company's performance over such three-year period, subject to the terms and conditions of the Performance Share Unit Agreement.
 - (iii) 2016 Long-term Incentive Award. You will be entitled to receive a pro-rata award of shares of Company common stock covering the three-year performance period from January 1, 2016 through December 31, 2018 as determined by the formula set forth in the Performance Share Unit Agreement, dated as of February 25, 2016, measuring the Company's performance over such three-year period, subject to the terms and conditions of the Performance Share Unit Agreement.
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(c) Management Incentive Plan. You will be entitled to receive any cash payments due under the terms of the 2016 MIP that are payable on or before March 15, 2017 based on the achievement of the corporate goals and other goals tailored for you in connection with the transition process set forth in the 2016 MIP, subject to any claw-back and other provisions of the 2016 MIP that apply to such incentive payments thereunder. You will not be entitled to any incentive compensation for services rendered as an employee under the Company's management incentive plan for the period from and after January 1, 2017.

(d) Life Insurance Benefits. The Split Dollar Life Insurance Agreements referenced below (individually, a "Split Dollar Agreement," and collectively, the "Split Dollar Agreements") that were entered into with you pursuant to the Company's Split Dollar Life Insurance Plan will remain in full force and effect until the death benefit is paid to your beneficiary designated in accordance with each Split Dollar Agreement. In accordance with the terms of each Split Dollar Agreement, the Company will continue to be the owner, and maintain possession, of the insurance policy covered by each Split Dollar Agreement and shall perform each of the Company's obligations thereunder. The following are the Split Dollar Agreements:

- (i) the Amended and Restated Split Dollar Life Insurance Agreement, dated as of May 1, 2006, between the Company and you that amends and restates the Split Dollar Life Insurance Agreement, dated as of November 27, 2000;
- (ii) the Split Dollar Life Insurance Agreement, dated as of February 21, 2014, between Union Bank & Trust (formerly, Union First Market Bank) and you;
- (iii) the Amended and Restated Split Dollar Life Insurance Agreement, dated as of May 1, 2006, between the Company and you that amends and restates certain prior agreements to correct certain inadvertent errors contained in such agreements; and
- (iv) the Split Dollar Life Insurance Agreement, dated as of April 20, 2015, between the Bank and you.

(e) Automobile. The Company will transfer to you (or your estate, as applicable) the title to your Company vehicle on or promptly after the earlier of your death, disability or the Retirement Date, at which time as owner of the vehicle you will become responsible for all insurance, maintenance, repairs and fuel.

(f) Deferred Compensation Plan. Following the Retirement Date, you will be entitled to receive payments of your deferred compensation pursuant to the terms of the Company's nonqualified deferred compensation plan administered by the Virginia Bankers Association Benefits Corporation, subject to the six month deferral of the initial payment as may be required in your case by Section 409A of the Internal Revenue Code of 1986, as amended. In addition, the Company will provide you all benefits payable to you under the 1995 Supplemental Compensation Agreement as amended, which agreement shall remain in full force and effect.

6. Consulting Services. Subject to your signing the release and waiver of claims in favor of the Company and its affiliates and their respective officers and directors in a customary form provided by the Company and it becomes effective (the "Release"), beginning immediately after the Retirement Date you will serve as a Senior Advisor to the Company to provide the Senior Advisory Services. Such Senior Advisory Services shall include such consulting and advisory services as are reasonably requested by the Board or the Company's Chief Executive Officer, including, but not limited to, consulting and advisory services in the nature of business development and advice and assistance relating to the Company's existing and potential customers and to the overall growth and development of the business of the Company, employee relations and retention, merger and acquisition advisory services, and community relations and engagement. Such services shall be rendered on a part-time basis at such times and on such schedule as shall be reasonably agreed to between us. You will not be required to maintain records of hours worked or to work in accordance with any fixed schedule during the period that you render consulting services and may render such services telephonically. The Release shall be mutual, shall exclude the enforcement of any party's rights under this Transition Agreement and any documents referenced herein, shall exclude the release of your rights under the terms of all Company benefit plans of which you are a participant or beneficiary and shall exclude your right to be indemnified by the Company and the Bank with respect to your service as an officer and director of the Company and its affiliates under applicable governing documents and the Virginia Stock Corporation Act and other applicable law.

7. Consulting Term. The term for the provision by you of Senior Advisory Services will begin on the day immediately following the Retirement Date and will end on March 31, 2019, subject to early termination of such Senior Advisory Services as provided in Section 10 below (the "Consulting Term").

8. Compensation and Business Expenses During the Consulting Term and Post-Retirement Benefit Term

(a) Compensation. In consideration of all Senior Advisory Services rendered by you to the Company during the Consulting Term and in exchange for your promises and agreements contained in this Transition Agreement, including in particular the agreements set forth in Section 11 with respect to noncompetition and nonsolicitation, we will pay you a monthly fee equal to one-twelfth of your annual base salary in effect immediately preceding your Retirement Date (the "Transition Fee"), payable on the first payroll date of the Company for each month for the period beginning with the Retirement Date and ending on March 31, 2019 (the "Post-Retirement Benefit Term").

(b) Health and Life Insurance Benefits. During the Post-Retirement Benefit Term and thereafter, you will be eligible to participate in the medical, dental and vision insurance plans that are made available from time to time by the Company through the Virginia Bankers Association to its eligible retired employees. The Company will pay you an annual stipend in April of 2017 for the first nine months, January of 2018 for the next twelve months, and January of 2019 for the final three months of the Post-Retirement Benefit Term towards the cost of these benefits. The cost will be based on the flex credit amount you would have received if you had remained an active executive employee of the Company and were enrolled in similar benefits offered to eligible active executive employees. Any incremental cost of the plans will be assumed by you. After the Post-Retirement Benefit Term, the Company will reimburse you for the cost of the Medigap coverage with coverage limits currently offered through the Virginia Bankers Association and the Hartford Group (currently costing \$262.82 per month for the 2016 Plan Year) for you and your spouse (when she reaches age 65 and becomes eligible for Medicare) for a period of ten years beginning immediately after the end of the Post-Retirement Benefit Term. If the Virginia Bankers Association no longer offers Medigap coverage, the Company will reimburse you for the cost of such coverage that you obtain, subject to customary coverage benefits and limits, for the balance of the ten year coverage period.

(c) Business Expenses. The Company will reimburse you or otherwise provide for or pay for all reasonable expenses incurred by you in furtherance of, or in connection with, the business of the Company, subject to such reasonable documentation and other limitations as may be established by the Company. The Company will also cover the cost of approved club and professional organization dues including without limitation each of the clubs and professional organizations in which you currently maintain membership and which are paid for or reimbursed by the Company or the Bank.

(d) Office Access. The Company will provide you with appropriate office space, phone and internet service and administrative support (but not dedicated administrative support) at the Bowling Green office of the Bank or another mutually agreed location reasonably proximate the Bowling Green Office.

9 . Independent Contractor. Both the Company and you agree that you will act as an independent contractor in the performance of your duties during the Consulting Term. You shall be responsible for the payment of all taxes arising out of your Senior Advisory Services or the Transition Fee in accordance with this Transition Agreement, including, by way of illustration, but not limited to, federal and state income taxes, social security taxes, unemployment insurance taxes and any other taxes or business license fees as required. During the Consulting Term, you shall not represent, directly or indirectly, that you are an agent or legal representative of the Company, nor shall you incur any liabilities or obligations of any kind in the name of or on behalf of the Company other than those made or approved as part of this Transition Agreement.

10. Termination.

(a) For Cause. We may terminate this Transition Agreement for Cause at any time during the Post-Retirement Benefit Term without further liability on the part of the Company, and you will have no right to receive the Transition Fee or other benefits set forth in Section 8 of this Transition Agreement for any period after such termination. Such termination shall not adversely affect any other benefits afforded to you under this Transition Agreement. Only the following shall constitute "Cause" for such termination:

- (i) a material breach by you of Section 11 of this Transition Agreement which continues for thirty (30) days after the Company has advised you in writing and with specificity of such breach.

(b) Without Cause. The Company or you may terminate your role as a Senior Advisor and your duty to render Senior Advisory Services under this Transition Agreement at any time during the Consulting Period, with or without cause, upon written notice to the other party.

- (i) If you terminate your role as a Senior Advisor pursuant to this Section 10(b), you shall have the right to receive only such compensation accrued but unpaid to the date of such notice and shall have no right to receive any other amounts or benefits provided under Section 8 of this Transition Agreement. All other benefits and rights under this Transition Agreement shall continue in full force and effect.
- (ii) If we terminate your role as a Senior Advisor without cause pursuant to this Section 10(b) prior to or during the Post-Retirement Benefit Term, the Company shall continue to pay you the Transition Fee and to provide you all other benefits required hereunder for the balance of the Post-Retirement Benefit Term.
- (iii) The Company shall not terminate you without cause prior to the Retirement Date.

(c) Death. In the event of your death prior to the end of the Transition Period, you shall be entitled to the benefits set forth in your Employment Agreement. In addition, in the event of your death prior to the Retirement Date or during the Post-Retirement Benefit Term, the Company will continue to pay the Transition Fee to your beneficiary designated in writing to the Company before your death (or to your estate if you fail to make such a designation) for the period equal to the lesser of six months or the number of months left in the Post-Retirement Benefit Term as of the date of your death.

11. Loyalty Covenants. In consideration of the compensation and benefits provided for in this Transition Agreement, the adequacy of which you acknowledge, you will continue to be bound by the Employment Agreement following your Retirement Date in the following respects:

(a) You will continue to be bound by the noncompetition and nonsolicitation covenants set forth in Section 5(a) and 5(b), respectively, of the Employment Agreement for the full length of the Post-Retirement Benefit Term, notwithstanding the fact that the language in Section 5(a) of the Employment Agreement provides the noncompetition covenant will remain in effect for one year following the termination of your employment. For avoidance of doubt, we acknowledge that during the Post-Retirement Benefit Term you may be afforded the opportunity to serve on the board of directors of one or more financial institutions that do not conduct business in any of the market areas in which the Company or the Bank, and their respective affiliates, conduct business or to provide consulting services to such institutions. The Company is agreeable to your doing so, provided your board service or consulting activities are consistent with the terms of Section 5(a) of the Employment Agreement. You agree to promptly notify the Company orally or in writing if and when you plan to engage in either of these activities.

(b) You will continue to be bound by the confidentiality covenant set forth in Section 5(f) of the Employment Agreement.

12. Controlling Law. This Transition Agreement shall be interpreted under the laws of the Commonwealth of Virginia and shall be binding upon the parties and their successors and assigns.

13. Attorneys' Fees. The Company shall reimburse you for up to \$15,000 of attorneys' fees incurred by you in negotiation of this Transition Agreement, with such reimbursement paid within 10 business days following the date that you provide the Company documentation of payment of such attorneys' fees. The amount of reimbursement shall be grossed up for any and all federal or state income or payroll taxes payable by you in connection with such reimbursements so that the net amount paid to you after tax is sufficient to reimburse you for such fees.

14. Interpretation of the Release. This Transition Agreement will not be interpreted or construed to limit the Release in any manner except as expressly set forth herein. The existence of any dispute respecting the interpretation of this Transition Agreement or the alleged breach of this Transition Agreement will not nullify or otherwise affect the validity or enforceability of the Release.

15. Entire Transition Agreement. This Transition Agreement and the documents referenced herein or incorporated herein by reference constitute the entire Transition Agreement of the parties, the terms of which may be changed only with the written consent of the parties. The parties agree that neither party has relied on any statement nor other communication made by the other party in regards to this Transition Agreement other than what is contained in the Transition Agreement.

16. Non-disparagement. The parties agree they will make no statements, whether written, oral or otherwise, disparaging the other party or any individual or entity affiliated with or related to the other party in any way to any member of the press or the public at large.

17. Severability. The provisions of this Transition Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Transition Agreement shall survive the termination of any arrangements contained herein.

18. Interpretation. This Transition Agreement shall not be construed more strictly against one party than another by virtue of the fact that it may have been drafted or prepared by counsel for one of the parties.

19. Waiver. The rights and remedies of the parties to this Transition Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising, in whole or in part, any right, power, or privilege under this Transition Agreement will operate as a waiver of such right, power, or privilege.

20. Successors. The Company will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Transition Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(Signatures appear on the next page)

IN WITNESS WHEREOF, this Transition Agreement has been executed as of the date first above written.

UNION BANKSHARES CORPORATION

/s/ Raymond D. Smoot, Jr.

Raymond D. Smoot, Jr.
Chairman of the Board

/s/ G. William Beale

G. William Beale



**Union Bankshares Corporation Names John C. Asbury President;
To Succeed G. William Beale as CEO in 2017**

*Succession Plan Positions Union for
Seamless Leadership Transition and Strategic Continuity*

Richmond, Va., – August 24, 2016 – The Board of Directors of Union Bankshares Corporation (“Union”) today announced that G. William (“Billy”) Beale, 66, will step down as Chief Executive Officer (“CEO”) on January 2, 2017, and will be succeeded by John C. Asbury, 51, who will become President of Union Bankshares Corporation and President and CEO of Union Bank & Trust effective October 1, 2016. Beale will continue to work in an executive capacity as Executive Vice Chairman of the Board for Union Bankshares Corporation and Union Bank & Trust until March 31, 2017. He will remain on the Board of Directors of Union Bankshares Corporation and stand for reelection to the Board at the 2017 Annual Meeting.

“Today’s announcement provides for leadership continuity to deliver upon Union’s future growth plans,” said Raymond D. Smoot, Jr., Chairman of the Board of Union Bankshares Corporation. “The Board in conjunction with Billy actively engaged in a comprehensive succession plan that included a nationwide search. It became clear that John’s demonstrated capabilities stemming from 29 years of leadership experience at some of the most well-known and highly-regarded banking institutions ideally suited him to lead our strategy of growing the Union franchise beyond the \$10 billion asset threshold. We are confident that this leadership succession plan solidly positions Union to generate consistent top-tier financial performance and attractive long-term shareholder returns.

“Billy’s tenure at Union has been tremendous,” continued Smoot. “Under his leadership over the last 25 years, the bank has undergone a historic transformation from a small rural community bank to the largest Virginia-based community banking institution serving multiple markets with diversified lines of business. Billy’s vision and energy has created a durable company that has grown assets to more than \$8.1 billion from \$180 million and delivered to shareholders a total cumulative return of more than 850% since the company went public in 1993. On behalf of our shareholders, the Board and entire bank, we thank Billy for his dedication and commitment to making Union the outstanding institution it is today.”

“It has been a great privilege to lead Union for over 25 years, and I am proud of what we have accomplished together,” said Beale. “Union has never been stronger and our strategy is delivering, so now is the ideal time to execute the leadership transition plan. John brings proven capabilities in profitably growing business lines across key banking segments, including commercial, small business, retail and wealth management, as well as partnering with mortgage teams to deliver holistic financial solutions to customers. His recent tenure at a community bank coupled with his deep executive experience at national and regional financial institutions makes him uniquely qualified to lead Union. John understands the importance of preserving a customer and community centric culture while driving top tier performance. I look forward to working with John and our teammates to further our path to top-tier financial performance. Our future is bright and I am confident Union will continue to thrive under John’s leadership.”

“I am excited to join Union as only the 6th president in the bank’s 114-year history and honored to ultimately succeed Billy as CEO,” said Asbury. “I look forward to working with the team to execute on the growth strategy and achieve the significant milestones that the company has laid out. Under Billy’s leadership, Union has built an incredibly strong foundation and forged promising new growth avenues. The company’s scale, talent, resources and outstanding performance record will enable us to successfully execute our strategy of organic growth complemented by select acquisitions. I believe we are well positioned to capitalize on our strengths to continue to create long-term sustainable value for our shareholders, teammates and customers.”

Additional Information on Union Bankshares Corporation Leadership

John C. Asbury

John Asbury is a career banker with more than 29 years of experience in Commercial and Corporate banking. He has achieved increasing levels of leadership and responsibility during his banking career. Most recently, Asbury was President and CEO of privately-held First National Bank of Santa Fe, a multi-state bank with locations primarily in the Southwest I-25 growth corridor between Denver, CO and Albuquerque, NM. The bank recently entered into a definitive merger of equals agreement with Kansas-based Sunflower Financial that will create a \$4 billion asset regional community bank in the western states. Prior to that, he was Senior Executive Vice President and Head of the Business Services Group at Regions Financial Corporation, one of the nation’s largest full-service banks with \$126 billion in assets. Regions serves customers across the South, Midwest and Texas, and operates approximately 1,600 banking offices. In this role Asbury led all lines of business that serve Regions’ business and commercial banking customers. Previously, he spent 17 years at Bank of America, before leaving as the Pacific Northwest Region Executive for Business Banking in Seattle, WA. He has broad experience in commercial banking with prior positions responsible for multiple services and regions. Asbury began his banking career in the management training program at Wachovia Bank & Trust in Winston-Salem, NC after graduating from Virginia Tech. He also holds an MBA from The College of William & Mary and is a native of Virginia, born in Radford.

G. William Beale

Billy Beale has served as President and CEO of Union Bankshares Corporation (and its predecessor companies) since 1991. He has also served on the Board of Directors since that time. During his tenure, bank assets have grown to \$8.1 billion from \$180 million, representing a compound annual growth rate of 16.5%. Total shareholder return through August 5th has been 858%. Beale started his banking career in Texas after receiving his Bachelor of Science degree in Business Administration from The Citadel. Prior to relocating to Virginia, he graduated from the Southwestern Graduate School of Banking at Southern Methodist University.

Beale currently serves as President of The Society of the Cincinnati in the State of Virginia and as a member of the General Society's Standing Committee. He serves as Trustee of the Virginia Foundation for Independent Colleges and as a member of the Executive Committee of Venture Richmond. He also is a Director of the Virginia Chamber of Commerce and The Greater Richmond Partnership.

Previously, Beale served on the boards of the Virginia Bankers Association, the VBA Benefits Corporation, the Germanna Community College Educational Foundation, Mary Washington Health Systems, the Fredericksburg Regional Chamber of Commerce, the Rappahannock United Way, The Community Foundation for the Rappahannock River Region, the Historic Richmond Foundation, the State Fair of Virginia, the Caroline Chamber of Commerce, the Caroline County IDA, the Caroline Little League, and the Caroline County School Board.

ABOUT UNION BANKSHARES CORPORATION

Headquartered in Richmond, Virginia, Union Bankshares Corporation (NASDAQ: UBSH), is the holding company for Union Bank & Trust, which has 120 branches and nearly 200 ATMs throughout Virginia. Non-bank affiliates of the holding company include: Union Mortgage Group, Inc., which provides a full line of mortgage products; Old Dominion Capital Management, Inc., which provides investment advisory services; and Union Insurance Group, LLC, which offers various lines of insurance products.

Additional information on the company is available at <http://investors.bankatunion.com>.

Forward Looking Statements

Certain statements in this release may constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that include projections, predictions, expectations, or beliefs about future events or results or otherwise and are not statements of historical fact. Such statements are often characterized by the use of qualified words (and their derivatives) such as "expect," "believe," "estimate," "plan," "project," "anticipate," "intend," "will," or words of similar meaning or other statements concerning opinions or judgment of the Company and its management about future events. Although the Company believes that its expectations with respect to forward-looking statements are based upon reasonable assumptions within the bounds of its existing knowledge of its business and operations, there can be no assurance that actual results, performance, or achievements of the Company will not differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. Actual future results and trends may differ materially from historical results or those anticipated depending on a variety of factors, including, but not limited to, the effects of and changes in: general economic and bank industry conditions, the interest rate environment, legislative and regulatory requirements, competitive pressures, new products and delivery systems, inflation, changes in the stock and bond markets, accounting standards or interpretations of existing standards, mergers and acquisitions, technology, consumer spending and savings habits and executive leadership changes. More information is available on the Company's website, <http://investors.bankatunion.com> and on the Securities and Exchange Commission's website, www.sec.gov. The information on the Company's website is not a part of this presentation. The Company does not intend or assume any obligation to update or revise any forward-looking statements that may be made from time to time by or on behalf of the Company.

Contact: Bill Cimino (804) 448-0937, VP and Director of Corporate Communications

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