

FNB CORP/FL/  
Form S-3ASR  
September 29, 2015  
Table of Contents

As filed with the Securities and Exchange Commission on September 29, 2015

Registration Statement No. 333-

**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**FORM S-3**

**REGISTRATION STATEMENT**

*under*

***THE SECURITIES ACT OF 1933***

**FNB FINANCIAL SERVICES, LP**

**(Exact name of Registrant as specified in its certificate of limited partnership)**

**Delaware**  
**(State or other jurisdiction of**  
**incorporation or organization)**

**103 FOULK ROAD, SUITE 202**

**34-2027567**  
**(I.R.S. Employer**

**Identification No.)**

Edgar Filing: FNB CORP/FL/ - Form S-3ASR

**WILMINGTON, DELAWARE 19803**

**(302) 691-6337**

**(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)**

**ENTITY SERVICES GROUP, LLC #9272016**

**103 FOULK ROAD, SUITE 200**

**WILMINGTON, DELAWARE 19803**

**(302) 654-7584**

**(Name, address including zip code, and telephone number, including area code, of agent for service)**

**F.N.B. CORPORATION**

**(Exact name of Registrant as specified in its charter)**

<b>Florida</b> <b>(State or other jurisdiction of</b>	<b>25-1255406</b>
<b>incorporation or organization)</b>	<b>(I.R.S. Employer</b>
	<b>Identification No.)</b>

**ONE NORTH SHORE CENTER**

**12 FEDERAL STREET**

**PITTSBURGH, PENNSYLVANIA 15212**

**(800) 555-5455**

**(Address including zip code, and telephone number, including area code, of Registrant's principal executive offices)**

**VINCENT J. DELIE, JR.**

**President and Chief Executive Officer**

**F.N.B. Corporation**

**One North Shore Center**

**12 Federal Street**

**Pittsburgh, Pennsylvania 15212**

**(800) 555-5455**

**(Name, address, including zip code, and telephone number, including area code, of agent for service)**

*Copy to:*

**GARY R. WALKER, ESQ.**

**Reed Smith LLP**

**Reed Smith Centre**

**225 Fifth Avenue**

**Pittsburgh, Pennsylvania 15222**

**(412) 288-3131**

Approximate date of commencement of proposed sale to the public: From time to time following the effectiveness of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 (the Securities Act ), other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

Edgar Filing: FNB CORP/FL/ - Form S-3ASR

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box: x

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box: "

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

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

**Table of Contents****CALCULATION OF REGISTRATION FEE**

<b>Title of each class of securities to be registered</b>	<b>Amount to be registered</b>	<b>Proposed maximum offering price per unit(1)</b>	<b>Proposed maximum aggregate offering price</b>	<b>Amount of registration fee</b>
Subordinated Term Notes of F.N.B. Corporation Nonnegotiable Subordinated Notes, Series 2012 of FNB Financial Services, LP	\$11,000,000	100%	\$11,000,000	(1)
Nonnegotiable Subordinated Term Notes, Series 2015	\$51,000,000	100%	\$51,000,000	(2)
Nonnegotiable Subordinated Daily Notes, Series 2015				
Nonnegotiable Subordinated Special Daily Notes, Series 2015				
Subtotal for Nonnegotiable Subordinated Notes, Series 2015, of FNB Financial Services, LP	\$438,000,000	100%	\$438,000,000	
Totals for Subordinated Notes(4)	\$500,000,000	100%	\$500,000,000	(3)

- (1) Represents (a) \$11,000,000 of Term Notes of F.N.B. Corporation ( FNB ), which were previously registered on Form S-3, File No. 333-184509 (the Existing Form S-3 ), and which are expected to continue to be offered to existing holders of FNB Term Notes upon renewal of their existing FNB Term Notes pursuant to this Registration Statement; and (b) \$1,372.20 of the \$43,661 filing fee previously paid with respect to such prior registration statement which is carrying over to this Registration Statement and which is not required to be paid herewith.
- (2) Represents (a) \$51,000,000 of Nonnegotiable Subordinated Notes of FNB Financial Services, LP, which were previously registered on the Existing Form S-3 and which convert to Series 2015 Notes to be offered pursuant to this Registration Statement; and (b) \$6,362.03 of the \$43,661 filing fee previously paid with respect to such prior registration statement which is carrying over to this Registration Statement and which is not required to be paid herewith.
- (3) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(p) and (o) under the Securities Act. Under Rule 457(p), \$7,734.23 or 17.7% of the \$43,661 filing fee previously paid for the Existing Form S-3 is offset against the currently due total \$58,100 filing fee associated with this Registration Statement.
- (4) This Registration Statement is also registering, pursuant to the Note to General Instruction I.C. of Form S-3, the full and unconditional guarantee of the Subordinated Notes by FNB.

**Table of Contents**

**EXPLANATORY NOTE**

This Registration Statement increases the aggregate principal amount of Subordinated Notes registered for an ongoing public offering, the proceeds of which historically have been used primarily to fund the lending and purchasing activities of FNB's consumer finance affiliate, Regency Finance Company, and for FNB's general corporate purposes. Similar Subordinated Notes have been publicly offered since 1994, and at June 30, 2015, there were a total of \$213,846,519 aggregate principal amount of Subordinated Notes outstanding.

**Table of Contents****FNB FINANCIAL SERVICES, LP****\$500,000,000 of Series 2015 Notes**

	Series 2015 Term Notes	Series 2015 Daily Notes	Series 2015 Special Daily Notes
Available Terms:	3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 30, 36, 48, 60, 84 and 120 months	Term: The daily notes have no set term, and are payable upon demand.	Term: The special daily notes have no set term, and are payable on demand.
Minimum Purchase:	\$500	Minimum Purchase: \$50	Minimum Purchase: We may establish minimum purchase requirements from time to time see the prospectus supplement.
Interest:	We will establish the interest rate applicable for the term when you purchase the term note see the prospectus supplement for current rates. You will have different interest payment options on your term note.	Interest: The initial interest rate will be set when you purchase the daily note, and will be subject to adjustment on a daily basis see the prospectus supplement for current rates. Interest is accrued daily, compounded quarterly and is paid when you redeem the daily note.	Interest: The initial interest rate will be set when you purchase the special daily note, and will be subject to adjustment on a daily basis see the prospectus supplement for current rates. Interest is accrued daily, compounded quarterly and is paid when you redeem the special daily note.
Automatic Renewal and Redemption:	At maturity, your term note will automatically renew for an identical term at the then-applicable interest rate. Before the maturity of a term note, we will send you a renewal notice/redemption	Redemption: You can redeem all or any portion of your daily note at anytime without penalty. We can redeem your daily note in whole or in part on 30 days notice.	Redemption: You can redeem all or any portion of your special daily note at any time without penalty. We can redeem your special daily note in whole or in part on 30 days notice.

election and any applicable prospectus supplement, and you may timely elect to redeem the note at maturity, without penalty by returning the redemption election to Regency Finance Company. You can redeem your term note at any other time, but you will incur an interest penalty. We can redeem your term note in whole or in part on 30 days notice.



**Table of Contents**

The notes are offered and sold by officers and employees of our affiliate, Regency Finance Company. We will not pay any commissions in connection with sales of the notes, and we will therefore receive the full proceeds from sales. The notes will not be listed on any securities exchange or other trading market.

**The notes offered hereby are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation ( FDIC ) or any other governmental agency.**

**Neither the Securities and Exchange Commission ( SEC ) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

We will provide current interest rates in a prospectus supplement. The notes are fully and unconditionally guaranteed by FNB, but are not secured by any collateral, and are subordinate to all of our existing and future senior debt. Before investing in the notes, you should carefully consider the Risk Factors described beginning on page 9 of this prospectus.

**The date of this prospectus is September 29, 2015.**

Table of Contents

## Table of Contents

	<b>Page</b>
<u>PROSPECTUS SUMMARY</u>	4
<u>SELECTED FINANCIAL INFORMATION OF FNB</u>	6
<u>QUESTIONS AND ANSWERS ABOUT THE NOTES</u>	7
<u>RISK FACTORS</u>	9
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	10
<u>FNB FINANCIAL SERVICES, LP AND FNB</u>	12
<u>THE LIMITED PARTNERSHIP AGREEMENT</u>	13
<u>THE AGENCY AGREEMENT</u>	15
<u>DESCRIPTION OF THE NOTES</u>	16
<u>USE OF PROCEEDS</u>	22
<u>PLAN OF DISTRIBUTION</u>	22
<u>MATERIAL FEDERAL INCOME TAX CONSEQUENCES</u>	22
<u>LEGAL MATTERS</u>	24
<u>EXPERTS</u>	24
<u>ADDITIONAL INFORMATION</u>	24

You should rely only on the information contained or incorporated by reference in this prospectus and the accompanying prospectus supplement, which describes the interest rates applicable to the notes. We have not authorized anyone to provide you with any other information and you should not rely on any other information in making your investment decision.

**You should not assume that the information in this prospectus is accurate as of any date other than the date hereof. Any statements contained in a document incorporated or deemed to be incorporated by reference into this prospectus are deemed to be modified or superseded for purposes of this prospectus to the extent modified or superseded by another statement contained in any subsequently filed document also incorporated by reference in this prospectus. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute part of this prospectus. You should read the relevant documents filed or to be filed with the SEC because they contain important information. You may obtain these documents free of charge from the SEC's website, [www.sec.gov](http://www.sec.gov). You may also request a copy of these filings, other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that filing, at no cost, by writing to or telephoning us at the following address and toll-free telephone number: Shareholder Relations, One North Shore Center, 12 Federal Street, Pittsburgh, Pennsylvania 15212; (800) 555-5455, ext. 4944.**

This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the registered securities to which it relates, nor does this prospectus constitute an offer to sell or a solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. Neither the SEC nor any state securities commission has approved or disapproved of these securities or

passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

**Table of Contents****PROSPECTUS SUMMARY**

*The following summary identifies key aspects of the offering of Series 2015 Notes by FNB Financial Services, LP. You should read the entire prospectus and the documents incorporated by reference in this prospectus before making a decision to invest in notes of FNB Financial Services, LP. Whenever we refer herein to us, we, or our, we are referring to FNB Financial Services, LP and/or F.N.B. Corporation and its subsidiaries, as the context may require.*

The following is a brief summary of terms of the note offering. For a more complete description of the offering of notes, see Description of the Notes, Use of Proceeds and Plan of Distribution.

FNB Financial Services, LP and FNB	FNB Financial Services, LP is an indirect wholly-owned finance subsidiary of F.N.B. Corporation ( FNB ) formed to issue, administer and repay the notes, and has no independent assets or operations of its own. FNB is a diversified financial services holding company which operates through wholly-owned subsidiaries, including a community bank, a trust company, a registered investment advisor, an insurance agency, a reinsurer and a consumer finance company.
Securities Offered	FNB Financial Services, LP is offering Five Hundred Million Dollars (\$500,000,000) aggregate principal amount of its Series 2015 Nonnegotiable Subordinated Term Notes (referred to throughout this prospectus as the new term notes ), Series 2015 Nonnegotiable Subordinated Daily Notes (referred to throughout this prospectus as the new daily notes ) and Series 2015 Nonnegotiable Subordinated Special Daily Notes (referred to throughout this prospectus as the new special daily notes, and together with the new term notes and the new daily notes, the new notes ). FNB Financial Services, LP is no longer offering its Series 2012 Nonnegotiable Subordinated Notes (the Series 2012 notes ), and together with the new notes, collectively referred to throughout this prospectus as the Partnership notes ). The new notes are fully and unconditionally guaranteed by FNB, and issued under and pursuant to the Indenture dated as of August 16, 2005 (referred to throughout this prospectus as the Indenture ), by and among FNB Financial Services, LP, as Issuer, FNB, as Guarantor, and The Bank of New York Mellon Trust Company, N.A. (as successor-in-interest to J.P. Morgan Trust Company, National Association), as Trustee.
Prior Exchange Offer	From August 19, 2005 until June 30, 2006, FNB Financial Services, LP offered to exchange its Series 2005 subordinated notes for currently outstanding, corresponding subordinated notes of FNB (referred to throughout this prospectus as the FNB notes ), and together with the Partnership notes, the notes ). Approximately 83% of the holders of FNB notes exchanged their FNB notes for corresponding Series 2005 notes in the exchange offer. FNB is no longer offering FNB notes, and holders of outstanding FNB daily notes are not permitted to add to the outstanding principal balance of such notes. FNB reserves the right to redeem outstanding FNB notes which are not exchanged for corresponding Partnership notes.



**Table of Contents**

Interest on the Notes	<p>Current interest rates will be provided in a prospectus supplement. Because the interest rates on daily notes may change on a daily basis, holders of daily notes are encouraged to obtain current rates by calling or visiting any participating office of Regency Finance.</p> <p>Interest rates on the notes are established periodically by a committee of individuals based upon rates prevailing at the time on competitive investment products, expenses of the subordinated note program and other factors.</p>
Ratio of Earnings to Fixed Charges	<p>FNB's ratio of earnings to fixed charges and preferred stock dividends for each of its last five fiscal years and the six months ended June 30, 2015 and 2014 are as follows:</p>

	June 30, 2015	June 30, 2014	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011	December 31, 2010
Excluding interest on deposits	7.67x	7.54x	7.51x	9.84x	8.92x	6.09x	4.90x
Including interest on deposits	4.48x	4.23x	4.27x	4.40x	3.49x	2.55x	2.13x

**Table of Contents****SELECTED FINANCIAL INFORMATION OF FNB***Selected Financial Data**Dollars in thousands, except per share data*

	Six Months		Year				
	Ended June 30, 2015	2014 (1)	2014 (1) (2)	2013 (3)	Ended December 31, 2012 (4)	2011 (5)	2010
<b><u>Summary of Earnings:</u></b>							
Total interest income	\$ 268,817	\$ 242,320	\$ 508,983	\$ 440,386	\$ 431,906	\$ 391,125	\$ 373,721
Total interest expense	23,129	20,303	42,686	44,344	59,055	74,617	88,731
Net interest income	245,688	222,017	466,297	396,042	372,851	316,508	284,990
Provision for loan losses	17,000	17,411	38,648	31,090	31,302	33,641	47,323
Net interest income after provision for loan losses	228,688	204,606	427,649	364,952	341,549	282,867	237,667
Total non-interest income	77,934	81,260	158,274	135,778	131,252	119,730	115,915
Total non-interest expense	191,154	186,750	379,253	338,170	318,618	283,546	251,046
Income before income taxes	115,468	99,116	206,670	162,560	154,183	119,051	102,536
Income taxes	34,994	29,761	62,620	44,756	43,773	32,004	27,884
Net income	80,474	69,355	144,050	117,804	110,410	87,047	74,652
Net income available to common stockholders	76,454	65,023	135,698	117,804	110,410	87,047	74,652
<b><u>Per Common Share:</u></b>							
Basic earnings per share	\$ 0.44	\$ 0.40	\$ 0.81	\$ 0.81	\$ 0.79	\$ 0.70	\$ 0.66

Diluted earnings per share	0.43	0.39	0.80	0.80	0.79	0.70	0.65
Cash dividends paid	0.24	0.24	0.48	0.48	0.48	0.48	0.48
Book value	11.18	10.81	11.00	10.49	10.02	9.51	9.29

**Statement of Condition**  
**(at period-end)**

Total assets	\$ 16,598,601	\$ 15,019,247	\$ 16,127,090	\$ 13,563,405	\$ 12,023,976	\$ 9,786,483	\$ 8,959,915
Net loans, leases	11,495,646	10,217,125	11,121,112	9,395,310	8,033,345	6,756,005	5,982,035
Deposits	12,358,127	11,057,770	11,382,208	10,198,232	9,082,174	7,289,768	6,646,143
Short-term borrowings	1,507,582	1,504,510	2,041,658	1,241,239	1,083,138	851,294	753,603
Long-term borrowings	542,578	394,074	541,443	219,133	293,444	291,983	396,094
Total stockholders equity	2,065,771	1,908,077	2,021,456	1,774,383	1,402,069	1,210,199	1,066,124



**Table of Contents****Ratios:**

Return on average assets (1)	1.00%	0.97%	0.96%	0.93%	0.94%	0.88%	0.84%
Return on average equity (1)	7.90%	7.50%	7.50%	7.78%	8.02%	7.36%	7.06%
Dividend payout ratio	55.13%	61.71%	59.85%	60.48%	61.27%	69.72%	74.02%

**Capital Ratios:**

Average equity to average assets	12.59%	13.00%	12.84%	11.98%	11.68%	11.97%	11.88%
Leverage ratio	8.24%	8.44%	8.43%	8.81%	8.29%	9.15%	8.69%

**Asset Quality Ratios:**

Non-performing loans / total loans	0.59%	0.77%	0.61%	0.81%	0.99%	1.55%	2.22%
Non-performing loans + OREO / total loans + OREO	0.93%	1.16%	0.97%	1.24%	1.42%	2.05%	2.74%
Non-performing assets / total assets	0.65%	0.80%	0.68%	0.88%	0.99%	1.53%	1.94%
Allowance for loan losses / total loans	1.13%	1.13%	1.12%	1.17%	1.28%	1.47%	1.74%
Allowance for loan losses / non-performing loans	191.97%	145.87%	183.69%	143.03%	129.05%	94.76%	78.44%
Net loan charge-offs / average loans (1)	0.21%	0.23%	0.23%	0.28%	0.35%	0.58%	0.77%

- (1) Quarterly information annualized
- (2) On February 15, 2014, FNB completed the acquisition of BCSB Bancorp, Inc.
- (3) On September 19, 2014, FNB completed the acquisition of OBA Financial Services, Inc.
- (4) On April 6, 2013, FNB completed the acquisition of Annapolis Bancorp, Inc. On October 12, 2013, FNB completed the acquisition of PVF Capital Corp.
- (5) On January 1, 2012, FNB completed the acquisition of Parkvale Financial Corporation.
- (6) On January 1, 2011, FNB completed the acquisition of Comm Bancorp, Inc.

**QUESTIONS AND ANSWERS ABOUT THE NOTES*****What is FNB Financial Services, LP?***

FNB Financial Services, LP is a wholly-owned indirect finance subsidiary of FNB, formed to issue, administer and repay the new notes, and to perform all other necessary or appropriate actions attendant to the issuance, administration or repayment of the new notes. The address of FNB Financial Services, LP, is Suite 202, 103 Foulk Road, Wilmington, Delaware 19803, and its telephone number is (302) 691-6337.

## **Table of Contents**

Separate financial statements of FNB Financial Services, LP are not required by applicable accounting requirements to be included in this prospectus because FNB Financial Services, LP is a wholly-owned limited purpose finance subsidiary of FNB, and FNB has fully and unconditionally guaranteed the new notes. There are no material restrictions on FNB Financial Services, LP's ability to distribute dividends to FNB, or prohibiting loans or advances to FNB by FNB Financial Services, LP

### ***What is F.N.B. Corporation?***

FNB is a diversified financial services company headquartered in Pittsburgh, Pennsylvania. FNB has four reportable business segments: Community Banking, Wealth Management, Insurance and Consumer Finance. The Community Banking segment consists of a regional community bank. The Wealth Management segment consists of a trust company, a registered investment advisor and a subsidiary that offers broker-dealer services through a third party networking arrangement with a non-affiliated broker-dealer entity. The Insurance segment consists of an insurance agency and a reinsurer, and the Consumer Finance segment consists of a multi-state consumer finance company. As of June 30, 2015, FNB has 284 Community Banking offices in Pennsylvania, Ohio, Maryland and West Virginia, and 73 Consumer Finance offices in Pennsylvania, Ohio, Tennessee, and Kentucky. FNB also conducts leasing and merchant banking activities. Its common stock is traded on the New York Stock Exchange under the symbol FNB. The address of its corporate headquarters is One North Shore Center, 12 Federal Street, Pittsburgh, Pennsylvania 15212. The telephone number at its corporate headquarters is (800) 555-5455.

### ***What are the new notes?***

The new notes we are offering are unsecured subordinated debt obligations fully and unconditionally guaranteed by FNB and issued by FNB Financial Services, LP through our affiliate, Regency Finance Company ( Regency Finance ). Regency Finance, as FNB's agent, also formerly offered the FNB notes, which may still renew or be redeemed. Please call Regency Finance at (724) 983-3453 with any questions about the notes.

### ***What are the FNB notes?***

The FNB notes were offered by FNB through Regency Finance until the Series 2006 notes began to be offered by FNB Financial Services, LP. FNB is no longer offering the FNB notes, and reserves the right to redeem, in accordance with their terms, any FNB notes. Holders of FNB daily notes are no longer permitted to add to the outstanding principal balance of such notes, but may purchase new daily notes in lieu thereof. Holders of FNB notes may either redeem their FNB notes at any participating Regency Finance office, or allow their FNB notes to renew upon maturity at the then-applicable interest rates.

### ***Are the notes insured or guaranteed?***

The notes are not bank deposits and are not insured or guaranteed by the FDIC or any other government agency. The notes also are not secured by any of our assets or any other collateral. The new notes are fully and unconditionally guaranteed by FNB, a holding company whose primary assets are the shares of its subsidiaries and the dividends those subsidiaries pay.

### ***What are the maturities of the notes?***

The new term notes are available in maturities of 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 30, 36, 48, 60, 84, and 120 months. Each term note will automatically renew at maturity for an identical term at the then applicable interest rate, unless you elect to have it redeemed or we redeem it. The daily notes and

special daily notes have no set maturity, and are payable on demand.

***What are the interest rates on the notes?***

We will determine the interest rates payable on the notes, and the rates will vary from time to time. The interest rate on the daily notes and the special daily notes may be adjusted daily. Each term note will have a fixed interest rate for the term of the note. The interest rates in effect at any given time are described in the prospectus supplement that accompanies this prospectus.

**Table of Contents**

***How do I receive the interest payments on my investment?***

Interest on the daily notes and the special daily notes is accrued daily, compounded quarterly, and paid upon redemption. For term notes, interest accrues daily and may be paid monthly or quarterly, or compounded quarterly.

***How and where can I redeem the notes?***

You can redeem the notes in person or by mail at our Regency Finance offices located in Ohio, Pennsylvania, Tennessee and Kentucky that are participating in the note program. Please call (724) 983-3453 for information regarding our participating office locations. You can redeem a daily note or a special daily note without penalty. You will forfeit a portion of the interest if you redeem a term note prior to maturity.

***How will the proceeds from the sale of the new notes be used?***

We intend to use the proceeds from the sale of new notes as advances to our consumer finance affiliate, Regency Finance, to fund its lending and purchasing activities, and for general corporate purposes, including advances to FNB and its subsidiaries to finance their activities and funding mergers and acquisitions. We will receive no proceeds from the renewal of outstanding notes.

**RISK FACTORS**

***You should carefully consider the risks and uncertainties described below before making an investment decision.***

***The notes are not secured or insured.***

The notes are not secured by any of our assets or any other collateral. Also, the notes are not bank deposits and are not insured or guaranteed by the FDIC or any other governmental agency. You are therefore increasing your risk of loss if you purchase notes with funds taken from an insured account held at a bank, savings and loan association or credit union. Also, our officers, directors and employees will not have any liability for any of our obligations under the notes.

***FNB Financial Services, LP has no independent assets or operations from which to pay the Partnership notes.***

FNB Financial Services, LP is a limited purpose finance subsidiary of FNB which has no independent assets or operations from which to generate cash flow to make principal and interest payments on the Partnership notes. FNB Financial Services, LP is dependent upon FNB to provide the funds necessary to service its payment obligations on these notes. The principal source of cash for FNB is dividends from its subsidiaries.

***FNB's status as a holding company makes it dependent on dividends from its subsidiaries to make payments on the notes.***

FNB is a holding company and conducts almost all of its operations through its subsidiaries. FNB does not have any significant assets other than the stock of its subsidiaries. Accordingly, FNB depends on dividends from its subsidiaries to meet its obligations with respect to any existing or future indebtedness it may have, including payment of the principal and interest on the FNB notes and any payments it may be required to make as guarantor of the Partnership notes. FNB's right, and thus the right of the holders of notes and FNB's other creditors, to participate in any distribution of earnings or assets of its subsidiaries is subject to the prior claims of creditors of such subsidiaries.

Under federal and state law, FNB's bank subsidiary is limited in the amount of dividends it may pay to FNB without prior regulatory approval. Also, bank regulators have the authority to prohibit FNB's subsidiary bank from paying dividends if the bank regulators determine that the payment would be an unsafe and unsound banking practice. Holders of the notes have no rights to force subsidiaries to pay dividends so that we can meet our payment obligations under the notes. In the event of a default on the notes, the holders will be our general unsecured creditors.

***Your right to receive payments on the notes is subordinate to all of our senior indebtedness.***

According to the terms of the notes, the payment of the principal and interest on the notes is subordinate in right of payment to the prior payment when due of the principal and interest on all of our senior indebtedness. The notes contain no restriction on our ability to incur additional senior indebtedness.

**Table of Contents**

Holders of senior indebtedness will be able to prevent payment on the notes:

in the event of our bankruptcy, liquidation or reorganization;

if there is a payment default under certain senior indebtedness; and

if there are certain non-payment defaults under certain senior indebtedness.

***You will forfeit interest if you elect to have a term note redeemed prior to its maturity.***

If you redeem a term note before its maturity date, you will forfeit three months of interest earned, or that could have been earned, if you are redeeming a term note with a maturity of 12 months or less; six months of interest earned, or that could have been earned, if you are redeeming a term note with a maturity of between 13 and 30 months; and 12 months of interest earned, or that could have been earned, if you are redeeming a term note with a maturity in excess of 30 months. We may also require you to give us 30 days prior written notice before you redeem a term note, although we would only anticipate requiring such notice if one or more holders desired to redeem a substantial amount of notes in a short period and we required time to arrange financing for the redemptions.

***The interest rates on the daily notes and the special daily notes are subject to adjustment on a daily basis.***

We may adjust on a daily basis the interest rate payable on all outstanding daily notes and special daily notes. A supplement to this prospectus contains the current interest rates payable on each of the notes.

***Your ability to sell or transfer the notes will be limited.***

There is no trading market for the notes and the notes are non-negotiable. You can transfer or assign the notes only at the offices of Regency Finance which are participating in the note program. As of June 30, 2015, there are 48 of these offices in Pennsylvania, Tennessee and Ohio. We will also effect transfers by mail for out-of-state holders and for transfers by operation of law.

***In addition to the Risk Factors set forth above, you should also carefully consider the matters described under Risk Factors in Item 1A of our Form 10-K annual report for the year ended December 31, 2014, which was filed with the SEC on February 27, 2015.***

**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus contains or incorporates by reference a number of forward-looking statements regarding our financial condition, results of operations, earnings outlook, business and prospects. Forward-looking statements are typically identified by words such as believe, plan, expect, anticipate, see, look, intend, outlook, project, goal, will, should and other similar words and expressions. Forward-looking statements are subject to numerous assumptions, risks and uncertainties, which change over time.

Forward-looking statements speak only as of the date made. FNB does not assume any duty and does not undertake to update forward-looking statements. Actual results or future events could differ, possibly materially, from those anticipated in forward-looking statements, as well as from historical performance.

FNB's forward-looking statements are subject to the following principal risks and uncertainties:

FNB's businesses, financial results and balance sheet values are affected by business and economic conditions, including the following:

Changes in interest rates and valuations in debt, equity and other financial markets.

Disruptions in the liquidity and other functioning of U.S. and global financial markets.

The impact of federal regulatory agencies that have oversight or review of FNB's business and securities activities.

**Table of Contents**

Actions by the Board of Governors of the Federal Reserve System (FRB), U.S. Department of the Treasury (UST) and other government agencies, including those that impact money supply and market interest rates.

Changes in customers, suppliers and other counterparties' performance and creditworthiness which adversely affect loan utilization rates, delinquencies, defaults and counterparty ability to meet credit and other obligations.

Slowing or reversal of the rate of growth in the economy and employment levels and other economic factors that affect FNB's liquidity and performance of its loan and lease portfolio, particularly in the markets in which FNB operates.

Changes in customer preferences and behavior, whether due to changing business and economic conditions, legislative and regulatory initiatives, or other factors.

Legal and regulatory developments could affect FNB's ability to operate its businesses, financial condition, results of operations, competitive position, reputation, or pursuit of attractive acquisition opportunities. Reputational impacts could affect matters such as business generation and retention, liquidity, funding, and ability to attract and retain management. These developments could include:

Changes resulting from legislative and regulatory reforms, including broad-based restructuring of financial industry regulation; changes to laws and regulations involving tax, pension, bankruptcy, consumer protection, and other industry aspects; and changes in accounting policies and principles. FNB will continue to be impacted by extensive reforms provided for in the Dodd-Frank Act and otherwise growing out of the recent financial crisis, the precise nature, extent and timing of which, and their impact on FNB, remains uncertain.

Results of the regulatory examination and supervisory process.

Changes to regulations governing bank capital and liquidity standards, including due to the Dodd-Frank Act, Volcker rule, Dodd-Frank Act Stress Testing program (DFAST) and Basel III initiatives.

Impact on business and operating results of any costs associated with obtaining rights in intellectual property, the adequacy of FNB's intellectual property protection in general, and FNB's operational or security systems or infrastructure, or those of third party vendors or other service providers, and rapid technological developments and changes.



Business and operating results are affected by judgments and assumptions in FNB's analytical and forecasting models and its reliance on the advice of experienced outside advisors and its ability to identify and effectively manage risks inherent in its businesses, including, where appropriate, through effective use of third-party insurance, derivatives, swaps, and capital management techniques, and to meet evolving regulatory capital standards.

As demonstrated by its acquisitions, FNB grows its business in part by acquiring, from time to time, other financial services companies, financial services assets and related deposits. These acquisitions often present risks and uncertainties, including, the possibility that the transaction cannot be consummated; regulatory issues; cost, or difficulties involved in integration and conversion of the acquired businesses after closing; inability to realize expected cost savings, efficiencies and strategic advantages; the extent of credit losses in acquired loan portfolios; the extent of deposit attrition; and the potential dilutive effect to current shareholders.

Competition can have an impact on customer acquisition, growth and retention and on credit spreads and product pricing, which can affect market share, deposits and revenues. Industry restructuring in the current environment could also impact FNB's business and financial performance through changes in counterparty creditworthiness and performance, and the competitive and regulatory landscape. FNB's ability to anticipate and respond to technological changes can also impact its ability to respond to customer needs and meet competitive demands.

## **Table of Contents**

Business and operating results can also be affected by widespread disasters, dislocations, terrorist activities, cyber-attacks or international hostilities through their impacts on the economy and financial markets. Because these forward-looking statements are subject to assumptions and uncertainties, you are cautioned not to place undue reliance on these statements, which speak only as of the date of this prospectus or the date of any document incorporated by reference in this prospectus. All subsequent written and oral forward-looking statements concerning the matters addressed in this prospectus and attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, we undertake no obligation to update these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

### **FNB FINANCIAL SERVICES, LP AND FNB**

FNB Financial Services, LP is a wholly-owned indirect finance subsidiary of FNB formed to issue, administer and repay the new notes, and to perform all other necessary or appropriate actions attendant to the issuance, administration or repayment of the new notes. The address of FNB Financial Services, LP is Suite 202, 103 Foulk Road, Wilmington, Delaware, 19803, and its telephone number is (302) 691-6337.

FNB Financial Services, LP is a limited purpose finance subsidiary formed on December 8, 2004. Its sole General Partner is Regency Consumer Financial Services Inc., a Delaware corporation formed on November 9, 2004 as a wholly-owned subsidiary of FNB, and its sole limited partner is FNB Consumer Financial Services Inc., a Delaware corporation formed on November 9, 2004 as a wholly-owned subsidiary of FNB. None of these entities has any material assets or operations, and FNB Financial Services, LP, is dependent upon arrangements with FNB and Regency Finance for the funds necessary to pay the principal and interest on the new notes and the expenses of the offer of new notes. Also, under the terms of the limited partnership agreement, the General Partner cannot be held responsible for principal or interest on the new notes.

Separate financial statements of FNB Financial Services, LP are not required by applicable accounting requirements to be included in this prospectus because FNB Financial Services, LP is an indirect wholly owned finance subsidiary of FNB, and FNB has fully and unconditionally guaranteed the new notes. There are no material restrictions on FNB Financial Services, LP's ability to distribute dividends to FNB, or prohibiting loans or advances to FNB by FNB Financial Services, LP.

FNB was formed in 1974 and at June 30, 2015 is a diversified financial services company with total assets of \$16.6 billion, headquartered in Pittsburgh, Pennsylvania. FNB provides a full range of financial services to its customers through its community banking, wealth management, insurance, consumer finance and other operations. FNB's main office is located at One North Shore Center, 12 Federal Street, Pittsburgh, Pennsylvania 15212, and its telephone number is (800) 555-5455.

A brief description of FNB's four business segments through which it conducts its business follows:

#### ***Community Banking***

As of June 30, 2015, First National Bank of Pennsylvania ( FNBPA ) has 284 banking offices in Pennsylvania, Ohio, Maryland and West Virginia. It offers services traditionally offered by full-service commercial banks, including commercial and individual demand, savings and time deposit accounts, and commercial, mortgage and individual installment loans.

#### ***Wealth Management***

Wealth Management delivers comprehensive wealth management services to individuals, corporations and retirement funds as well as existing customers of Community Banking. FNB's trust subsidiary, First National Trust Company, provides a broad range of personal and corporate fiduciary services, including the administration of decedent and trust estates. As of June 30, 2015, the market value of trust assets under management totaled approximately \$3.36 billion. FNB's Wealth Management segment also includes two other subsidiaries. First National

## **Table of Contents**

Investment Services Company, LLC offers a broad array of investment products and services through a networking relationship with a third party licensed brokerage firm. F.N.B. Investment Advisors, Inc., an investment advisor registered with the SEC, offers objective investment programs featuring mutual funds, annuities, stocks and bonds.

### ***Insurance***

FNB's Insurance segment operates principally through First National Insurance Agency, LLC ( FNIA ). FNIA is a full service insurance brokerage agency offering numerous lines of commercial and personal insurance through major carriers to businesses and individuals primarily within FNB's geographic markets. In addition, FNB's Insurance segment includes a reinsurance subsidiary, Penn-Ohio Life Insurance Company, which underwrites, as a reinsurer, credit life and accident and health insurance sold by FNB's lending subsidiaries. In addition, FNBPA owns a subsidiary, First National Corporation, which offers title insurance products.

### ***Consumer Finance***

As of June 30, 2015, Regency Finance, FNB's consumer finance subsidiary, has 73 branch offices in Pennsylvania, Ohio, Tennessee and Kentucky, and principally makes personal installment loans to individuals and purchases installment sales finance contracts from retail merchants. Regency Finance also conducts business under the names F.N.B. Consumer Discount Company and Finance and Mortgage Acceptance Corporation.

## **THE LIMITED PARTNERSHIP AGREEMENT**

FNB Financial Services, LP was formed to issue, administer and repay the Partnership notes, as well as to perform any other actions necessary or appropriate to effectuate the issuance, administration and repayment of such notes. The term of the partnership is perpetual unless earlier dissolved and terminated pursuant to the Delaware Revised Uniform Limited Partnership Act (the Act ) or any provision of the limited partnership agreement.

### ***The General Partner's Powers and Duties***

Regency Consumer Financial Services, Inc., a wholly-owned subsidiary of FNB (the General Partner ), is the general partner of FNB Financial Services, LP, and as such has all the rights, powers and restrictions which may be possessed by a general partner under Delaware law as are necessary to manage and carry on the business of FNB Financial Services, LP. Those rights and powers include, but are not limited to, the right and power to:

issue, administer and repay the Partnership notes;

manage the day-to-day operations of FNB Financial Services, LP;

incur and pay reasonable expenses with respect to the conduct and operation of the partnership business, including expenses in connection with the registration, administration and repayment of securities, and expenses for accounting, legal, appraisal, investment advice, clerical and other services;

perform any reasonable act in furtherance of the partnership business; and

render periodic reports to the partners with respect to the operations of the partnership.

The General Partner owes no duties to FNB Financial Services, LP or the other partner, other than as expressly stated in the limited partnership agreement and as required by the implied contractual covenant of good faith and fair dealing. In addition, the General Partner will comply with all the obligations imposed upon it, and will cause FNB Financial Services, LP to comply with all obligations imposed upon FNB Financial Services, LP by the Indenture. Nothing in the limited partnership agreement gives any person other than the parties thereto, and their successors thereunder and the trustee and the holders of the Partnership notes, which are expressly made third party beneficiaries of the limited partnership agreement, any benefit or any right, remedy or claim; provided, however, that any benefit, right, remedy or claim of the trustee and the holders of the Partnership notes shall be enforceable only as provided by the Indenture. In no event will the General Partner be liable to pay the principal of, or the interest on, the Partnership notes.

**Table of Contents**

***The General Partner's Compensation, Exculpation and Indemnification***

The General Partner is allowed reasonable compensation for services rendered to FNB Financial Services, LP, and is entitled to reimbursement for any reasonable expenses paid by it arising out of the business of FNB Financial Services, LP. No partner is liable to FNB Financial Services, LP or any other partner for any loss, damage or claim incurred by reason of any act or omission performed or omitted to be performed by such person, except that a partner may be held liable for any such loss, damage or claim incurred by reason of such partner's bad faith violation of the implied contractual covenant of good faith and fair dealing. FNB Financial Services, LP shall, to the fullest extent permitted by law, indemnify any partner who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that such partner is a partner of FNB Financial Services, LP, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such partner in connection with such action, suit or proceeding; however, FNB Financial Services, LP may not indemnify any partner for a bad faith violation of the implied covenant of good faith and fair dealing. Expenses incurred in defending an action, suit or proceeding may be paid by FNB Financial Services, LP in advance of its final disposition, upon receipt of an undertaking by or on behalf of a partner to repay such amount unless it shall ultimately be determined that such partner is entitled to be indemnified by FNB Financial Services, LP.

***Distributions to the Partners***

Generally, although distributions to the partners are not expected, the General Partner may distribute cash flow, from time to time, to the partners in proportion to the total number of units owned by each partner as compared to the total number of units owned by all of the partners, provided that the General Partner has adequately funded working capital reserves to meet the anticipated future liabilities of FNB Financial Services, LP.

***Termination, Liquidation and Winding Up of the Partnership***

FNB Financial Services, LP will dissolve upon the earliest of the following events:

the unanimous written consent of all partners;

the sale, transfer or other disposition of all or substantially all of its assets;

the withdrawal of the sole General Partner, unless FNB Financial Services, LP is continued in accordance with the limited partnership agreement;

upon entry of a decree of judicial dissolution; or

if there are no limited partners of FNB Financial Services, LP, unless its business is continued in accordance with the Act.

Upon the occurrence of any of these events, FNB Financial Services, LP will continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and

partners, and no partner may take any action that is inconsistent with, or not necessary to or appropriate for, winding up the partnership business and affairs. The General Partner, or if there is no General Partner, the limited partner shall be responsible for overseeing the winding up of FNB Financial Services, LP, shall take full account of FNB Financial Services, LP's assets and liabilities, and shall apply and distribute the assets in kind or distribute the proceeds therefrom in the following order and priority:

first, to the satisfaction (whether by payment or the reasonable provision of payment thereof) of the expenses of liquidation and the expenses, debts and liabilities of FNB Financial Services, LP, excluding any loans or advances that may have been made by any partner to FNB Financial Services, LP;

second, to the repayment of any loans or advances that may have been made by any partner to FNB Financial Services, LP; and

third, the balance to the partners in proportion to their respective positive capital account balances.

***Miscellaneous***

The limited partnership agreement is governed by and to be construed in accordance with the laws of the State of Delaware, and is binding upon the parties thereto and their respective heirs, executors, successors, assigns and personal representatives.

## **Table of Contents**

The limited partnership agreement may be amended by the General Partner to: (a) reflect the disposition by a limited partner of all or any part of such limited partner's units; (b) reflect the substitution or addition of a person becoming a limited partner; or (c) cure any ambiguity or correct or supplement any provision therein which may be inconsistent with any other provision therein. All other amendments to the limited partnership agreement shall require the unanimous written consent of the partners.

## **THE AGENCY AGREEMENT**

Pursuant to the Agency Agreement, FNB Financial Services, LP appointed Regency Finance as paying agent and selling agent for the Partnership notes.

### ***Paying Agent***

As the paying agent, Regency Finance is required to: (i) give the trustee notice of any default by FNB Financial Services, LP or FNB in the making of any payment of principal or interest on the Partnership notes; and (ii) at any time during the continuance of any such default, upon the written request of the trustee, promptly pay to the trustee all sums held in trust by the paying agent.

### ***Sales Agent***

As the sales agent, Regency Finance is limited to performing the functions, and has the duties and obligations, set forth in this prospectus under the headings "Plan of Distribution" and "The Agency Agreement." FNB Financial Services, LP is required to deliver to the sales agent copies of this prospectus, together with any and all amendments or supplements thereto, for distribution by the sales agent to prospective purchasers of the new notes.

### ***Compensation and Indemnification***

Regency Finance is generally responsible for the payment of all fees, charges and out-of-pocket expenses incurred by FNB Financial Services, LP and FNB in connection with the offering of new notes, and by Regency Finance in performing duties under the Agency Agreement. Regency Finance is not compensated for its services under the Agency Agreement. FNB Financial Services, LP and FNB are required to indemnify Regency Finance against any and all losses, claims, damages, liabilities and expenses that arise (i) out of, or are based upon, any untrue statement or alleged untrue statement of any material fact as set forth in this prospectus, or (ii) out of an omission or alleged omission from this prospectus of any statement or information necessary to make the statements herein not misleading; provided, however, that neither FNB Financial Services, LP nor FNB will be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon any untrue statement or alleged untrue statement made or furnished in reliance upon and in conformity with written information furnished by Regency Finance specifically for use herein; and provided, further, that this indemnity with respect to any untrue statement or omission in this prospectus shall not inure to the benefit of Regency Finance on account of any loss, claim, damage or liability arising from the sale of new notes by Regency Finance to any person if a copy of this prospectus has not been sent or given by or on behalf of Regency Finance to such person at or prior to the written confirmation of the sale of new notes to such person. This indemnity is in addition to any liability which FNB Financial Services, LP or FNB may otherwise have.

Regency Finance is required to indemnify FNB Financial Services, LP and FNB against any and all losses, claims, damages and liabilities arising out of (i) any written information set forth in this prospectus which was furnished by Regency Finance, (ii) the failure of Regency Finance to deliver a copy of this prospectus to a purchaser of any of the new notes at or prior to written confirmation of the sale of any of the new notes to such purchaser, (iii) Regency



Finance's failure to comply with the blue sky laws of any jurisdiction or (iv) the agent's breach of any representation, warranty or covenant contained in the Agency Agreement.

*Miscellaneous*

FNB Financial Services, LP is required to timely prepare and distribute to the holders of the new notes and the Internal Revenue Service (the IRS), IRS Forms 1099 and such other forms and reports as may be required pursuant

## **Table of Contents**

to applicable law. All information necessary to prepare such forms and reports which is held by Regency Finance is required to be delivered to FNB Financial Services, LP in a timely fashion so as not to hinder FNB Financial Services, LP in meeting this obligation.

The Agency Agreement will remain in full force and effect until the earlier of (i) such time as the principal of and interest on all new notes outstanding under the new Indenture shall have been paid, and (ii) the effective date of the resignation or removal of Regency Finance as agent in accordance with that agreement.

Regency Finance may resign from, and may be removed from, the performance of all the sales and paying agent duties upon 60 days written notice. No such resignation or removal will take effect until the acceptance of appointment of a successor agent for such duties. Any corporation or association into which Regency Finance may be converted or merged, or with which it may be consolidated, or any corporation or association resulting from any such conversion, merger or consolidation to which it is a party, shall be and become the successor agent, invested with all of the rights, powers, trusts, duties and obligations of Regency Finance under the Agency Agreement.

The Agency Agreement constitutes the entire agreement among the parties with respect to its subject matter, and any prior agreements or understandings between any of the parties to that agreement relating to that subject matter are superseded to the extent inconsistent with the Agency Agreement; provided, however, that for purposes of clarity, the Agency Agreement dated as of January 1, 1994 by and between FNB and Regency Finance Company, as agent, with respect to Regency Finance's service as paying and sales agent for the FNB notes, shall continue in full force and effect except as modified by the Agency Agreement. The Agency Agreement is solely for the benefit of the parties thereto and their successors and assigns, and no other person shall acquire or have any rights under or by virtue thereof. The Agency Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

## **DESCRIPTION OF THE NOTES**

### ***General***

We will issue the new notes under the Indenture. The FNB notes are issued under the Indenture dated as of May 15, 1992, by and between FNB and The Bank of New York Mellon Trust Company, N.A. (as successor-in-interest to J.P. Morgan Trust Company, National Association, successor trustee to Northern Central Bank), as trustee (the 1992 Indenture), and together with the Indenture, the Indentures). The material terms, provisions and covenants contained in the notes and the two similar Indentures are described below.

The notes are subordinate in right of payment to our senior indebtedness, as described below under General Provisions Applicable to All Notes-Subordination. The Indentures do not limit our incurrence of senior indebtedness or any other debt, secured or unsecured, nor do they contain any terms which would afford protection to holders of the notes issued thereunder in the event we undergo a recapitalization, change in control, highly leveraged transaction or restructuring.

The Partnership notes are similar to the FNB notes, except that:

the Partnership notes are issued by FNB Financial Services, LP, an indirect wholly-owned subsidiary of FNB, and are fully and unconditionally guaranteed by FNB;

## Edgar Filing: FNB CORP/FL/ - Form S-3ASR

FNB Financial Services, LP may redeem each series of the Partnership notes in whole or in part, pro rata, by lot or in any other equitable fashion, while each series of the FNB notes issued prior to Series 2003 are not partially redeemable by FNB, and each series of the Series 2003 FNB notes may be partially redeemed only pro rata.

New term notes are different from FNB notes in that they are available in the additional maturities of 4, 5, 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 22 and 23 months.

Because FNB is a holding company, its rights and the rights of its creditors, to participate in the distribution of the assets of any of its subsidiaries upon liquidation, dissolution or reorganization of a subsidiary will be subject to the prior claims of its subsidiaries' creditors (including depositors in its bank subsidiary), except to the extent that FNB may itself be a creditor with recognized claims against the subsidiary.

## **Table of Contents**

The following information describes the material terms and conditions of the notes. The terms of the notes include those stated in the Indentures and those made part of the Indentures by reference to the Trust Indenture Act of 1939, as amended as in effect on the dates of the Indentures. The notes are subject to all such terms, and we refer you to the Indentures and the Trust Indenture Act for a statement of those terms.

### ***Term Notes***

We are offering new term notes with maturities of 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 30, 36, 48, 60, 84 and 120 months. We will determine the rate of interest payable on such new term notes, which will vary from time to time. The minimum principal amount for which new term notes are offered is \$500, and we may from time to time offer new term notes with higher interest rates if higher minimum purchase amounts are met. The rate of interest at the time of purchase will be the rate payable throughout the original term of a term note.

Interest on the term notes will accrue daily. You may elect to have the interest on any term note paid monthly or quarterly by check mailed to you or compounded quarterly at the rate of the term note.

### ***Automatic Renewal of Term Notes***

Not later than 15 days before the maturity of a term note, we will send you a renewal notice by first-class mail. The renewal notice will advise you of the term and maturity date of the term note and the interest rate being paid on the term note. The notice will also state that you may elect, at any time prior to the fifth day following the maturity date, to redeem the term note effective as of its maturity, without penalty. The notice will provide a telephone number that you may call to obtain current interest rate information at the time of the term note's maturity, and will be accompanied by any applicable supplement to this prospectus, or any other prospectus that is then in effect relating to the term notes.

Unless you notify us in writing prior to the fifth day following a term note's maturity that you elect to have the term note redeemed, the term note will automatically be renewed for an additional term, equal in duration to its original term, at the rate of interest then in effect for term notes of comparable maturity. All of the other terms and conditions applicable to a term note when issued will also apply during each renewal term. As a result of this automatic renewal feature, each term note is in effect a perpetual security that will remain outstanding until either you elect to have the note redeemed or we elect to redeem it. See "Redemption of Term Notes at Option of Holder" immediately below and "General Provisions Applicable to All Notes - Optional Redemption by Us."

Term notes may automatically renew on short notice, so holders of term notes should not rely on receipt of notice before obtaining a current prospectus and supplement and making a decision on whether to allow such term notes to renew. Failure to provide timely notice of redemption will result in automatic renewal of term notes, and redemption after renewal but prior to the new maturity date will result in an interest rate penalty.

Holders of term notes must provide timely notice of their intent to redeem at maturity, in person or by mail to any of our participating Regency Finance offices in Ohio, Pennsylvania, Tennessee, and Kentucky. Holders of term notes may provide notice of intent to redeem at any time prior to maturity, including at the time of the original purchase of a term note.

### ***Redemption of Term Notes at Option of Holder***

You may at any time elect to have us redeem a term note, in whole or in part, provided that a partial redemption may not reduce the principal amount of the term note below \$500 and that you will be subject to forfeiting some of the

interest paid or payable on the term note if you redeem a term note prior to its maturity, as follows:

if you elect to have a term note with a maturity of 12 months or less redeemed prior to maturity, you will forfeit three months of interest earned, or that could have been earned, on the amount redeemed;

if you elect to have a term note with a maturity of between 13 and 30 months redeemed prior to maturity, you will forfeit six months of interest earned, or that could have been earned, on the amount redeemed; and

if you elect to have a term note with a maturity of in excess of 30 months redeemed prior to maturity, you will forfeit 12 months of interest earned, or that could have been earned, on the amount redeemed.

These forfeiture provisions will apply regardless of the length of time that you have owned the term note prior to electing to have it redeemed. If necessary, we will deduct interest already paid to you from the amount redeemed.

## **Table of Contents**

Term notes may be redeemed before maturity without forfeiture of interest upon the death of the holder or if the holder is determined to be legally incompetent, as determined by a court with appropriate jurisdiction. We may require you to give us no less than 30 days prior written notice, by first class mail, of an election to redeem a term note prior to its maturity. You must specify in the notice the principal amount of the term note to be redeemed and the redemption date.

### ***Daily Notes***

We will issue new daily notes in the minimum original principal amount of \$50. Except for FNB daily notes and so-called 5% notes discussed below, you may increase or decrease the principal amount of a daily note by making additional purchases or partial redemptions. Each partial redemption must be in the minimum amount of \$50 and may not reduce the principal amount of the daily note below \$50. At your request, we will record on the daily note register any adjustments to the principal amount effected through additional purchases or partial redemptions.

If you redeem a daily note in full, you must surrender the daily note to us and we will then pay you the outstanding principal amount thereof, together with any accrued but unpaid interest. We may require you to give us at least 30 days prior written notice, by first class mail, of your election to have the daily note redeemed. You must specify in the notice the principal amount of the daily note to be redeemed and the redemption date.

We will determine the interest rates payable on the daily notes. The interest rate may increase or decrease on a daily basis. The interest rate, once adjusted, will remain in effect until next adjusted by us. Interest will be accrued daily and compounded quarterly.

One series of FNB daily notes has a guaranteed interest rate of at least 5%, and these 5% notes are no longer offered, and their holders have long been prohibited from increasing the principal amounts of these notes. Series 2005 daily notes which were exchanged for outstanding 5% notes in the Exchange Offer also have a guaranteed interest rate of at least 5% ( Series 2005 5% notes ), and holders of Series 2005 5% notes also are not able to increase the principal amounts outstanding under these notes.

### ***Special Daily Notes***

The special daily notes have terms substantially identical to the terms of the daily notes, with the following exceptions:

we may from time to time establish minimum investments that may be made in the special daily notes;

at the time of sale of a special daily note, we may establish a minimum principal amount with respect to which a holder may elect to have the special daily note redeemed; and

the interest rates payable on special daily notes will generally exceed the interest rates payable on daily notes.

### ***The Guaranty of the Partnership Notes***

Pursuant to the Guaranty, FNB irrevocably, absolutely and unconditionally guarantees to the holders of Partnership notes and the trustee: (a) the full and prompt payment of the principal and interest of all of the Partnership notes, and all other amounts owing to the holders of Partnership notes by FNB Financial Services, LP, when and as the same shall become due and payable, whether by lapse of time, upon redemption or prepayment, by extension or by acceleration or declaration, or otherwise, and (b) the full and prompt performance and observance by FNB Financial Services, LP and the General Partner of the covenants and agreements required to be performed or observed by each of them under the terms of the Partnership notes and the Indenture. Each holder of a Partnership note and the trustee may sue FNB directly upon such principal, interest and other amounts becoming so due and payable. FNB's guarantee of the Partnership notes ranks equally with all of FNB's other subordinated indebtedness. FNB's guarantee will be subordinated in right of payment to all existing and future senior indebtedness of FNB, as defined below.

The guaranteed obligations are absolute and unconditional and will remain in full force and effect until the entire principal, interest and all other sums due to the holders of Partnership notes and the trustee pursuant to the Partnership

## **Table of Contents**

notes or the Indenture shall have been fully and finally paid and such guaranteed obligations shall not be affected, modified or impaired upon the happening from time to time of any event or condition. In order to hold FNB liable under the Guaranty, any holder of any Partnership note or the trustee is not required to resort first for payment to FNB Financial Services, LP or any other person. All rights of the holders of Partnership notes under those notes, and of the holders of Partnership notes and the trustee under the Indenture and the Guaranty, will be transferred upon the valid transfer of those Partnership notes on the books of FNB Financial Services, LP.

Each of the rights and remedies granted under the Guaranty to each holder of Partnership notes and the trustee may be exercised by a holder of Partnership notes and the trustee without notice to, the consent of or any other action by, any other holder of Partnership notes or the trustee, subject to the terms of the Indenture. Each holder of Partnership notes and the trustee may proceed to protect and enforce the Guaranty by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement contained in the Guaranty or in execution or aid of any power granted in the Guaranty, subject to the terms of the Indenture; or for the recovery of judgment for the guaranteed obligations or for the enforcement of any other proper, legal or equitable remedy available under applicable law, subject to the terms of the Indenture.

If FNB is required to make any payment to any holder of Partnership notes or the trustee pursuant to the Guaranty, FNB shall, in addition to that payment, pay to that holder or the trustee such further amount as is sufficient to cover the reasonable costs and expenses of collection of the holder or the trustee incurred in connection with the evaluation and enforcement of any rights under the Guaranty.

To the extent of any payments made under the Guaranty, FNB shall be subrogated to the rights of the holders of Partnership notes or the trustee receiving those payments, but FNB agrees that its right of subrogation is subordinate to the rights of any holder of Partnership notes or the trustee for which full payment has not been made or provided for and, to that end, FNB agrees not to claim or enforce its right of subrogation or any right of setoff or any other right which may arise on account of any payment made by FNB in accordance with the Guaranty unless and until all of the Partnership notes and all other sums due or payable under the Guaranty have been fully paid and discharged. The Guaranty is binding upon FNB, the holders of Partnership notes and the trustee, and their respective successors and assigns.

### ***General Provisions Applicable to All Notes***

#### ***Optional Redemption by Us***

Under each Indenture, the daily notes and the special daily notes not otherwise designated as a separate series by year each constitute a separate series, and the term notes of each maturity not otherwise designated as a separate series by year also each constitute a separate series of the notes. We have the right, at our option, to redeem, in full or partially, any or all series of Partnership notes at any time. Each series of FNB notes issued prior to Series 2003 cannot be partially redeemed. Any partial redemption of a series of FNB notes in accordance with their terms must be made ratably on all FNB notes of the particular series being partially redeemed, while any partial redemption of Partnership notes of a particular series may be made ratably or by lot or in any other equitable fashion. Interest on the notes will continue to accrue until the date of redemption and no premium will be paid in connection with a redemption. We will give you at least 30 days prior written notice by first class mail of each redemption, specifying, among other things, the principal amount of a note to be redeemed and the redemption date. Once we notify you of a redemption, the principal amount of the note specified in such notice, together with accrued and unpaid interest to the redemption date, will become due and payable on the redemption date.

#### ***Subordination***



The indebtedness evidenced by the notes is subordinate to the prior payment when due of the principal of and interest on all of our senior indebtedness. Upon the maturity of any senior indebtedness, payment in full must be made on such senior indebtedness before any payment is made on or in respect of the notes. During the continuance of any default in payment of principal of (or premium, if any) or interest or sinking fund on any senior indebtedness, or any other event of default with respect to senior indebtedness pursuant to which the holders thereof have accelerated the maturity thereof, no direct or indirect payment may be made or agreed to be made by us on or in respect of the notes. Upon any distribution of our assets in any dissolution, winding up, liquidation or reorganization, payment of the principal of and interest on the notes will be subordinated, to the extent and in the manner set forth in each Indenture, to the prior payment in full of all senior indebtedness. The Indentures do not limit our ability to increase the amount of

## Table of Contents

senior indebtedness or to incur any additional indebtedness in the future that may affect our ability to make payments under the notes. Except as described above, our obligation to make payment of principal or interest on the notes will not be affected. By reason of such subordination, in the event of a distribution of assets upon insolvency, certain general creditors of ours may recover more, ratably, than holders of the notes.

For purposes of the Partnership notes, senior indebtedness means indebtedness of FNB Financial Services, LP or FNB outstanding at any time, other than indebtedness of FNB Financial Services, LP or FNB to each other or to a subsidiary for money borrowed or advanced from the other or from any such subsidiary or indebtedness which by its terms is not superior in right of payment to the Partnership notes, provided, however, that for purposes of clarity, the obligations of FNB under the Guaranty with respect to the indebtedness represented by the Partnership notes shall be *pari passu* with the indebtedness of FNB under the 1992 Indenture. For purposes of the new notes, indebtedness means (1) any debt of FNB Financial Services, LP (i) for borrowed money or (ii) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given in connection with the acquisition of any property or assets, including securities; (2) any debt of others described in the preceding clause (1) which FNB Financial Services, LP has guaranteed or for which it is otherwise liable; and (3) any amendment, renewal, extension or refunding of any such debt.

### *Defaults and Remedies*

The term events of default when used in either Indenture means any one of the following:

our failure to pay interest that continues for 30 days, or failure to pay principal of (or premium, if any, on) any of the notes when due (whether or not prohibited by the subordination provisions);

our failure to perform any other covenant or breach of any warranty that continues for 60 days after we receive written notice of such failure or breach;

the default under any instrument governing indebtedness of us or any subsidiary for money borrowed or guaranteed that constitutes a failure to pay principal in an aggregate principal amount exceeding \$1,000,000 or that has resulted in an aggregate principal amount of at least \$1,000,000 becoming or being declared due prior to its stated maturity, and which default is not cured within 30 days after we receive written notice thereof, and

certain events of bankruptcy, insolvency or reorganization involving us or certain of our subsidiaries. Each Indenture provides that the trustee shall, within 90 days after the occurrence of a default, mail to holders of notes notice of all uncured events of default, excluding grace periods, known to it. Except in the case of default in the payment of principal of or interest on any of the notes, the trustee will be protected in withholding notice of default if it in good faith determines that the withholding of such notice is in the interest of the holders.

If an event of default occurs and is continuing, the trustee or the holders of not less than 25% in aggregate principal amount of any series of the notes then outstanding, by notice in writing to us (and to the trustee if given by the holders), may declare the principal of and all accrued interest on all the notes of such series to be due and payable immediately. The holders of a majority in principal amount of such series of notes may rescind such declaration if

(1) we have paid or deposited with the trustee a sum sufficient to pay all overdue interest on such series of notes and principal of (and premium, if any, on) any notes which have become due otherwise than by such declaration of acceleration, (2) all existing events of default have been cured or waived and (3) all amounts due and owing to the Trustee under the Indenture have been paid.

Defaults (except, unless cured, a default in payment of principal of or interest on the notes or a default with respect to a provision which cannot be modified under the terms of the Indenture without the consent of each holder affected) may be waived by the holders of a majority in principal amount of a series of notes (with respect to such series) upon the conditions provided in the applicable Indenture.

Each Indenture requires us to file periodic reports with the trustee as to the absence of defaults.

Our directors, officers, employees and shareholders, as such, will not have any liability for any of our obligations under the notes or the Indentures or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder, by accepting a note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of the notes.

## **Table of Contents**

### *Consolidation, Merger, Conveyance, Transfer or Lease*

We may not consolidate with, merge into, or transfer or lease substantially all of our assets to, any other corporation unless the successor corporation assumes all of our obligations under the Indentures and the notes and certain other conditions are met. Thereafter, all of our obligations will terminate and the successor corporation formed by such consolidation or into which we are merged or to which such transfer or lease is made will succeed to all of our rights, powers and obligations under the Indentures.

Each Indenture prohibits the issuance, sale, assignment, transfer or other disposition of shares of, or securities convertible into, or options, warrants or rights to subscribe for or purchase shares of, a subsidiary, or any successors, or mergers or consolidations involving a subsidiary, or sales or transfers of assets substantially as an entirety by any subsidiary. We may, with respect to any subsidiary that is not a principal member bank, (1) dispose of any shares of stock or (2) issue shares of stock or permit a merger, consolidation or sale or lease of assets if the consideration received at least equals the fair value of the shares or assets transferred and either our pro rata interest in the subsidiary is maintained or we own no shares of the subsidiary immediately after the transaction. The Indentures do not prohibit such dispositions if made in compliance with any order of the court or regulatory authority or made as a condition imposed by a court or authority to the acquisition by us of any entity, or if the proceeds are, within 270 days, or such longer period of time as may be necessary to obtain requisite regulatory approvals, to be invested in a subsidiary (including any entity which upon such investment becomes a subsidiary) engaged in a business legally permissible for bank holding companies.

### *Service Charges*

FNB Financial Services, LP may require payment of a service charge along with a sum sufficient to cover any tax or governmental charge payable in connection with any transfer of the new notes. We will charge a fee of \$25.00 per hour to research prior transactions relating to the notes, and a fee of \$0.25 per page for any copies of documents we furnish in response to a holder's request.

### *Modification of the Indentures*

We and the trustee may supplement or amend each Indenture under certain specified circumstances, without the consent of any holder, including to cure any ambiguity, to correct or supplement any other provision thereof, to evidence the succession of a successor to us or the trustee, to add to our covenants for the benefit of the holders or provide additional events of default, to secure the notes, or to add any other provisions with respect to matters or questions arising thereunder which we and the trustee deem necessary or desirable and which do not adversely affect the interests of the holders. Otherwise, our rights and obligations and the rights of the holders may be modified by us and the trustee only with the consent of the holders of a majority in principal amount of each series of notes then outstanding.

### *Consumer Finance Subsidiary as Our Selling Agent and Paying Agent*

Regency Finance will act as our selling agent and paying agent. All payments for notes will be made to Regency Finance, as our agent, and Regency Finance will make all principal and certain interest payments to holders, as our agent.

### *Notes Nonnegotiable*

The notes are nonnegotiable and no rights of ownership may be transferred by mere endorsement and delivery of a note to a purchaser. All transfers and assignments of notes may be made only at the offices of Regency Finance upon presentation of the note and recordation of such transfer or assignment in our books.

*Orders Subject to Acceptance*

We may reject any order, in whole or in part, for any reason. We anticipate that we would only reject an order if the order was for a large amount of notes relative to our funding requirements. Your order will be irrevocable upon

## **Table of Contents**

receipt by us. In the event that your order is not accepted, we will promptly refund your funds, without deduction of any costs and without interest. We expect that orders will be refunded within 48 hours after receipt. Once we accept your order, we will promptly deposit the funds into our account.

### *Satisfaction and Discharge of Indentures*

Each Indenture will be discharged and cancelled upon payment of all securities issued under that Indenture, including the notes, or upon deposit with the trustee, within not more than one year prior to the maturity of all the outstanding securities issued under an Indenture, of funds sufficient for such payment or redemption.

### *The Trustee*

The trustee under each Indenture is The Bank of New York Mellon Trust Company, N.A. (as successor-in-interest to J.P. Morgan Trust Company, National Association). Notices to the trustee should be directed to 10161 Centurion Parkway N., Jacksonville, Florida 32256, Attn: Corporate Trust Administration.

The holders of a majority in principal amount of all outstanding series of notes issued under each Indenture have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee under that Indenture, provided that such direction would not conflict with any rule of law or with the Indenture, would not be prejudicial to the rights of another holder and would not subject the trustee to personal liability. Each Indenture provides that in case an event of default should occur and be known to the trustee (and not be cured), the trustee will be required to use the degree of care of a prudent man in the conduct of his own affairs in the exercise of its power. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under either Indenture at the request of any of the holders unless they shall have offered to the trustee security and indemnity satisfactory to it.

## **USE OF PROCEEDS**

The total principal amount of new notes we expect to issue in this offering is \$500 million. We intend to use the proceeds from the sale of new notes for advances to FNB's consumer finance subsidiary, Regency Finance, to fund its lending and purchasing activities, and for general corporate purposes, including advances to FNB and its subsidiaries to finance their activities and funding mergers and acquisitions. Pursuant to the Agency Agreement, Regency Finance has agreed to pay the expenses of the offering of new notes, unless otherwise agreed. We will receive no proceeds from the renewal of outstanding notes.

## **PLAN OF DISTRIBUTION**

We are offering the new notes through bona fide officers and employees of Regency Finance, our consumer finance affiliate. These officers and employees will not receive any commissions or direct or indirect compensation in connection with the sale of the new notes. FNB and its affiliates reserve the right to purchase new notes on the same terms and conditions as are offered by this prospectus to the general public.

We will market the new notes through the use of newspaper advertisements and signs in the Regency Finance offices and through the provision of copies of this prospectus to customers who inquire about purchasing the new notes. We reserve the right to market any of the new notes through any means which complies with applicable law.

## **MATERIAL FEDERAL INCOME TAX CONSEQUENCES**

The following is a general discussion of material federal income tax consequences to United States holders associated with the ownership and disposition of the notes. The discussion is based upon the Internal Revenue Code of 1986, as amended, United States Treasury Regulations issued thereunder, IRS rulings and pronouncements and judicial decisions now in effect, all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a holder of the notes. This discussion does not address all of the United States federal income tax consequences that may be relevant to a holder in light of such holder's particular circumstances or to holders which are not United States holders or are subject to special rules, such as certain financial institutions, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities, United States

**Table of Contents**

holders whose functional currency is not the U.S. dollar, tax-exempt organizations and persons holding the notes as part of a straddle, hedge, conversion transaction or other integrated transaction. Moreover, the effect of any applicable state, local or foreign tax laws is not discussed. This discussion is limited to investors who hold the new notes as capital assets.

EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR REGARDING THE PARTICULAR TAX CONSEQUENCES TO THE HOLDER AS A RESULT OF THE OWNERSHIP AND DISPOSITION OF THE NOTES, AS WELL AS ANY TAX CONSEQUENCES THAT MAY ARISE UNDER THE LAWS OF ANY RELEVANT FOREIGN, STATE, LOCAL OR OTHER TAXING JURISDICTIONS.

As used herein, United States holder means a beneficial owner of the notes who or that is, for federal income tax purposes:

an individual that is a citizen or resident of the United States;

a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or a political subdivision thereof;

an estate, the income of which is subject to United States federal income tax regardless of its source; or

a trust, if a United States court can exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial trust decisions, or, if the trust has elected to continue to be treated as a United States person.

We have not sought and will not seek any rulings from the IRS with respect to the matters discussed below. We cannot assure you that the IRS will agree with our positions concerning the tax consequences of the ownership or disposition of the notes or that any such position would be sustained. If a partnership or other entity taxable as a partnership holds the notes, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Such partner should consult its tax advisor as to the tax consequences.

***Interest***

Interest on the notes generally will be taxable to a holder as ordinary income as it accrues or is received in accordance with the holder's method of accounting for U.S. federal income tax purposes.

***Disposition of the Notes***

If, not for the non-negotiability of the notes, a United States holder would generally recognize gain or loss on the redemption, retirement or other taxable disposition of a note equal to the difference between the amount realized upon the disposition (less a portion allocable to any accrued and unpaid interest, which will be taxable as ordinary income if not previously included in such holder's income) and the United States holder's adjusted tax basis in the note. Because the Notes are non-transferable, they may only be redeemed or retired by us in accordance with their terms, at the principal amount outstanding plus accrued but unpaid interest. A United States holder's adjusted basis in a note generally will be the United States holder's cost therefore, and the amount realized upon a disposition back to us will



generally be equal to the adjusted basis, resulting in no gain or loss to the holder.

***Backup Withholding***

A United States holder may be subject to a backup withholding tax when such holder receives interest and principal payments on the notes held or upon the proceeds received upon the sale or other disposition of such notes. Certain holders (including, among others, corporations and certain tax-exempt organizations) are generally not subject to backup withholding. A United States holder will be subject to this backup withholding tax if such holder is not otherwise exempt and:

such holder fails to furnish its taxpayer identification number ( TIN ), which, for an individual, is ordinarily his or her social security number;

we are notified the holder has furnished an incorrect TIN;

## **Table of Contents**

such holder is notified by the IRS that it has failed to properly report payments of interest or dividends; or

such holder fails to certify, under penalties of perjury, that it has furnished a correct TIN and that the IRS has not notified the United States holder that it is subject to backup withholding.

United States holders should consult their personal tax advisor regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption, if applicable. The backup withholding tax is not an additional tax and taxpayers may use amounts withheld as a credit against their United States federal income tax liability or may claim a refund as long as they timely provide certain information to the IRS.

## **LEGAL MATTERS**

James G. Orie, Chief Legal Officer of FNB, has rendered an opinion regarding the validity of the notes covered by this prospectus.

## **EXPERTS**

The consolidated financial statements of F.N.B. Corporation and subsidiaries appearing in F.N.B. Corporation's Annual Report (Form 10-K) for the year ended December 31, 2014, and the effectiveness of FNB's internal control over financial reporting as of December 31, 2014, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon included therein and incorporated herein by reference. Such consolidated financial statements are, and audited financial statements to be included in subsequently filed documents will be, incorporated herein in reliance upon the reports of Ernst & Young LLP pertaining to such financial statements and the effectiveness of our internal control over financial reporting as of the respective dates given on the authority of such firm as experts in accounting and auditing.

## **ADDITIONAL INFORMATION**

FNB files annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any report, statement or other information we have filed with the SEC at the public reference room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for information about the public reference room. Our SEC filings are also available to the public from commercial document retrieval services, at the website maintained by the SEC at [www.sec.gov](http://www.sec.gov) and at our website at [www.fnbcorporation.com](http://www.fnbcorporation.com).

We have filed a registration statement on Form S-3 to register with the SEC the offer and sale of the notes under this prospectus. This prospectus is part of that registration statement. As allowed by SEC rules, this prospectus does not contain all the information you can find in the registration statement or the exhibits to the registration statement.

The SEC allows us to incorporate by reference certain information in this prospectus, which means that we can disclose important information to you by referring you to another document that we have filed with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information in this prospectus or a prospectus supplement. This prospectus incorporates by reference FNB's Annual Report on Form 10-K for the year ended December 31, 2014 (including FNB's 2015 Annual Report to Shareholders, which contains FNB's audited 2014 financial statements), filed on February 27, 2015, FNB's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2015 and June 30, 2015, respectively, filed on May 8, 2015 and August 7, 2015, respectively, and FNB's Current Reports on Form 8-K filed on April 2, 2015, May 6, 2015, May 27, 2015, August 4, 2015 and August 7, 2015 (in each case except to the extent furnished and not filed).

We further incorporate by reference all additional documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act between the date of this prospectus and the date the offering of the notes is terminated. These documents contain important information about us.

Upon written or oral request we will provide, without charge, to each person to whom a prospectus has been delivered, a copy of any or all of the information incorporated by reference in this prospectus (other than exhibits to the documents, unless the exhibits are specifically incorporated by reference). Your requests for copies should be directed to Shareholder Relations, One North Shore Center, 12 Federal Street, Pittsburgh, Pennsylvania 15212; (800) 555-5455, ext. 4944. These documents are also available at our website at [www.fnbcorporation.com](http://www.fnbcorporation.com).

**Table of Contents****PART II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution**

The following is a reasonably itemized statement of the expenses incurred and estimated to be incurred in connection with the offering of Notes:

Registration fees	\$ 50,000*
Trustee s fees	20,000*
Printing	20,000*
Legal	20,000*
Accounting	10,000*
Miscellaneous	10,000*
<b>Total:</b>	<b>\$ 110,000*</b>

\* Estimates

**Item 15. Indemnification of Directors and Officers**

The Delaware Code provides that a limited partnership may, and shall have the power to, indemnify any partner or other person from and against all claims and demands whatsoever.

FNB Financial Services Limited Partnership Agreement provides that it shall indemnify any partner who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such partner is a partner of FNB Financial Services, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such partner in connection with such action, suit or proceeding, if such partner acted in good faith and in a manner such partner reasonably believed to be in or not opposed to the best interests of FNB Financial Services and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The Limited Partnership Agreement further provides that the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the partner did not act in good faith and in a manner which the partner reasonably believed to be in or not opposed to the best interests of FNB Financial Services and, with respect to any criminal action or proceeding, had reasonable cause to believe that such partner s conduct was unlawful.

Pursuant to its By-laws, the General Partner is required to indemnify any person who was or is an authorized representative of the General Partner (which means a director or officer of the General Partner, or a person serving at the request of the General Partner as a director, officer, or trustee, of another General Partner, partnership, joint venture, trust or other enterprise) and who was or is a party (which includes the giving of testimony or similar involvement) or is threatened to be made a party to any third party proceeding (which means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, other than an action

by or in the right of the General Partner) by reason of the fact that such person was or is an authorized representative of the General Partner, against expenses (which includes attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such third party proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the General Partner and, with respect to any criminal third party proceedings (which could or does lead to a criminal third party proceeding) had no reasonable cause to believe such conduct was unlawful. The termination of any third party proceeding by judgment, order, settlement, indictment, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the authorized representative did not act in good faith and in a manner which said person reasonably believed to be in, or not opposed to, the best interests of the General Partner, and, with respect to any criminal third party proceeding, had reasonable cause to believe that such conduct was unlawful.

II-1

---

**Table of Contents**

Pursuant to its By-laws, the General Partner is also required to indemnify any person who was or is an authorized representative of the General Partner and who was or is a party or is threatened to be made a party to any corporate proceeding (which means any threatened, pending or completed action or suit by or in the right of the General Partner to procure a judgment in its favor or investigative proceeding by the General Partner) by reason of the fact that such person was or is an authorized representative of the General Partner, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such corporate action if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the General Partner, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the General Partner unless and only to the extent that the Court of Chancery or the court in which such corporate proceeding was pending shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such authorized representative is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

To the extent that an authorized representative of the General Partner has been successful on the merits or otherwise in defense of any third party or corporate proceedings or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith.

Any indemnification under the provisions of the General Partner's By-laws summarized above (unless ordered by a court) shall be made by the General Partner only as authorized in the specific case upon a determination that indemnification of the authorized representative is proper in the circumstances because such person has either met the applicable standard of conduct or has been successful on the merits or otherwise and that the amount requested has been actually and reasonably incurred. Such determination shall be made:

- (1) by the Board of Directors of the General Partner by a majority of a quorum consisting of directors who were not parties to such third party or corporate proceedings; or
- (2) if such a quorum is not obtainable, or, even if obtainable, a majority vote of such a quorum so directs, by independent legal counsel in a written opinion; or
- (3) by the stockholders of the General Partner.

Expenses actually and reasonably incurred in defending a third party or corporate proceeding shall be paid on behalf of an authorized representative by the General Partner in advance of the final disposition of such third party or corporate proceeding upon receipt of an undertaking by or on behalf of the authorized representative to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the General Partner.

The indemnification of authorized representatives, as authorized by the provisions of the General Partner's By-laws summarized above, shall (1) not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in other capacities, (2) continue as to a person who has ceased to be an authorized representative, and (3) inure to the benefit of the heirs, executors, and administrators of such a person.

The Florida Business Corporation Act, as amended (the "FBCA"), provides that, in general, a business corporation may indemnify any person who is or was a party to any proceeding, other than an action by, or in the right of, the corporation, by reason of the fact that he or she is or was a director or officer of the corporation, against liability incurred in connection with such proceeding, including any appeal thereof, provided certain standards are met, including that such officer or director acted in good faith and in a manner he or she reasonably believed to be in, or

not opposed to, the best interests of the corporation, and provided further that, with respect to any criminal action or proceeding, the officer or director had no reasonable cause to believe his or her conduct was unlawful. In the case of proceedings by or in the right of the corporation, the FBCA provides that, in general, a corporation may indemnify any person who was or is a party to any such proceeding by reason of the fact that he or she is or was a director or officer of the corporation, against expenses and amounts paid in settlement actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, provided that such person acted in

**Table of Contents**

good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that the amount so indemnified shall not exceed the estimated expense of litigating the matter to conclusion, and no indemnification shall be made with respect to any claim as to which such person is adjudged liable, unless a court of competent jurisdiction determines upon application that such person is fairly and reasonably entitled to indemnity. To the extent that any officer or director is successful on the merits or otherwise in the defense of any of such proceedings, the FBCA requires that the corporation indemnify such officer or director against expenses actually and reasonably incurred in connection therewith. The corporation may pay in advance the expenses incurred by an officer or director in defending a civil or criminal proceeding so long as the director or officer has undertaken to repay those amounts if he or she is ultimately found not to be entitled to indemnification. However, the FBCA further provides that, in general, indemnification or advancement of expenses shall not be made to or on behalf of any officer or director if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (i) a violation of the criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe it was unlawful; (ii) a transaction from which the director or officer derived an improper personal benefit; (iii) in the case of a director, a circumstance under which the director has voted for or assented to a distribution made in violation of the FBCA or the corporation's articles of incorporation; or (iv) willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

F.N.B.'s articles of incorporation and bylaws provide that F.N.B. shall indemnify its directors and officers to the fullest extent permitted by law in connection with any actual or threatened action, suit or proceeding, civil, criminal, administrative, investigative or other, whether brought by or in the right of F.N.B. or otherwise, arising out of the service to F.N.B. or to another organization at F.N.B.'s request, or because of their positions with F.N.B. F.N.B.'s bylaws also state that F.N.B. shall pay the expenses incurred by a director or officer in defending or investigating a threatened or pending action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by the director or officer to repay those amounts if it is ultimately determined that he or she was not entitled to be indemnified. F.N.B.'s articles of incorporation further provide that F.N.B. may purchase and maintain insurance to protect itself and any such director or officer against any liability, cost or expense asserted against or incurred by him or her with respect to such service, whether or not F.N.B. would have the power to indemnify him or her against such liability by law or under the provisions of this paragraph.

F.N.B. maintains insurance policies insuring directors and officers against certain liabilities they may incur in their capacity as such.

**Item 16. Exhibits and Financial Statement Schedules.**

The following exhibits are filed with this Registration Statement.

**Exhibit**

<b>No.</b>	<b>Description of Exhibit</b>
3.1	Articles of Restatement of the Articles of Incorporation of F.N.B. Corporation, as amended (incorporated herein by reference to Exhibit 3.1 of FNB's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013)



Edgar Filing: FNB CORP/FL/ - Form S-3ASR

- 3.2 Bylaws of F.N.B. Corporation (amended and restated on December 17, 2014) (incorporated herein by reference to Exhibit 3.1 of FNB's Current Report on Form 8-K filed on December 22, 2014)
- 4.3 Certificate of Limited Partnership of FNB Financial Services, LP (incorporated herein by reference to Exhibit 4.3 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.4 Agreement of Limited Partnership of FNB Financial Services, LP dated as of December 3, 2004, by and between Regency Consumer Financial Services Inc. and FNB Consumer Financial Services Inc. (incorporated herein by reference to Exhibit 4.4 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)

II-3

**Table of Contents**

- 4.5 Form of Indenture dated 2005, by and among FNB Financial Services, LP, as Issuer, F.N.B. Corporation, as Guarantor, and J.P. Morgan Trust Company, National Association, as Trustee (incorporated herein by reference to Exhibit 4.5 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.6 Form of FNB Financial Services, LP General Partner Certificate pursuant to the New Indenture (incorporated herein by reference to Exhibit 4.6 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.6.1 Form of General Partner Certificate pursuant to Indenture (incorporated herein by reference to Exhibit 4.6.1 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-135339-01)
- 4.6.2 Form of General Partner Certificate pursuant to Indenture (incorporated herein by reference to Exhibit 4.6.2 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-154802-01)
- 4.6.3 Form of General Partner Certificate pursuant to Indenture (incorporated by reference to Exhibit 4.6.3 of FNB Financial Service LP and FNB's Registration Statement on Form S-3, File No. 333-170070-01)
- 4.6.4 Form of General Partner Certificate pursuant to Indenture (incorporated by reference to Exhibit 4.6.4 of FNB Financial Service LP and FNB's Registration Statement on Form S-3, File No. 333-184509-01)
- 4.6.5 Form of General Partner Certificate pursuant to Indenture\*
- 4.7 Form of Nonnegotiable Subordinated Term Note, Series 2005, of FNB Financial Services, LP (incorporated herein by reference to Exhibit 4.7 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.7.1 Form of Nonnegotiable Subordinated Term Note, Series 2006 (incorporated herein by reference to Exhibit 4.7.1 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-135339-01)
- 4.7.2 Form of Nonnegotiable Subordinated Term Note, Series 2008 (incorporated herein by reference to Exhibit 4.7.2 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-154802-01)
- 4.7.3 Form of Nonnegotiable Subordinated Term Note, Series 2010 (incorporated herein by reference to Exhibit 4.7.3 of FNB Financial Services, LP, and FNB's Registration Statement on Form S-3, File No. 333-170070-01)
- 4.7.4 Form of Nonnegotiable Subordinated Term Note, Series 2012 (incorporated by reference to Exhibit 4.7.4 of FNB Financial Service LP and FNB's Registration Statement on Form S-3, File No. 333-184509-01)
- 4.7.5 Form of Nonnegotiable Subordinated Term Note, Series 2015\*
- 4.8 Form of Nonnegotiable Subordinated Daily Note, Series 2005, of FNB Financial Services, LP (incorporated herein by reference to Exhibit 4.8 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.8.1 Form of Nonnegotiable Subordinated Daily Note, Series 2006 (incorporated herein by reference to Exhibit 4.8.1 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-135339-01)
- 4.8.2 Form of Nonnegotiable Subordinated Daily Note, Series 2008 (incorporated herein by reference to Exhibit 4.8.2 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-154802-01)

333-154802-01)

II-4

**Table of Contents**

- 4.8.3 Form of Nonnegotiable Subordinated Daily Note, Series 2010 (incorporated herein by reference to Exhibit 4.8.3 of FNB Financial Services, LP, and FNB's Registration Statement on Form S-3, File No. 333-170070-01)
- 4.8.4 Form of Nonnegotiable Subordinated Daily Note, Series 2012 (incorporated by reference to Exhibit 4.8.4 of FNB Financial Service LP and FNB's Registration Statement on Form S-3, File No. 333-184509-01)
- 4.8.5 Form of Nonnegotiable Subordinated Daily Note, Series 2015\*
- 4.9 Form of Nonnegotiable Subordinated Special Daily Note, Series 2005, of FNB Financial Services, LP (incorporated herein by reference to Exhibit 4.9 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.9.1 Form of Nonnegotiable Subordinated Special Daily Note, Series 2006 (incorporated herein by reference to Exhibit 4.9.1 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-135339-01)
- 4.9.2 Form of Nonnegotiable Subordinated Special Daily Note, Series 2008 (incorporated herein by reference to Exhibit 4.9.2. of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-154802-01)
- 4.9.3 Form of Nonnegotiable Subordinated Special Daily Note, Series 2010 (incorporated herein by reference to Exhibit 4.9.3 of FNB Financial Services, LP, and FNB's Registration Statement on Form S-3, File No. 333-170070-01)
- 4.9.4 Form of Nonnegotiable Subordinated Special Daily Note, Series 2012 (incorporated by reference to Exhibit 4.9.4 of FNB Financial Service LP and FNB's Registration Statement on Form S-3, File No. 333-184509-01)
- 4.9.5 Form of Nonnegotiable Subordinated Special Daily Note, Series 2015\*
- 4.10 Form of FNB Financial Services, LP Letter of Transmittal (incorporated herein by reference to Exhibit 4.10 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.11 Form of Agency Agreement dated as of August 2005, by and among FNB Financial Services, LP, F.N.B. Corporation, as Guarantor, and Regency Finance Company, as Agent (incorporated herein by reference to Exhibit 4.11 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.12 Form of Guaranty of F.N.B. Corporation dated as of August 2005 (incorporated herein by reference to Exhibit 4.12 of FNB Financial Services, LP and FNB's Registration Statement on Form S-4, File No. 333-122244)
- 4.13 Form of Acceptance of Offer for New Notes (incorporated herein by reference to Exhibit 4.13 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-135339-01)
- 4.13.1 Form of Acceptance of Offer for Series 2008 Notes (incorporated herein by reference to Exhibit 4.13.1 of FNB Financial Services, LP and FNB's Registration Statement on Form S-3, File No. 333-154802-01)
- 4.13.2 Form of Acceptance of Offer for Series 2010 Notes (incorporated herein by reference to Exhibit 4.13.2 of FNB Financial Services, LP, and FNB's Registration Statement on Form S-3, File No. 333-170070-01)

**Table of Contents**

4.13.3	Form of Acceptance of Offer for Series 2012 Notes (incorporated by reference to Exhibit 4.13.3 of FNB Financial Service LP and FNB's Registration Statement on Form S-3, File No. 333-184509-01)
4.13.4	Form of Acceptance of Offer for Series 2015 Notes*
4.14	Form of Indenture dated 1992, by and between F.N.B. Corporation and J.P. Morgan Trust Company, National Association, successor trustee to Northern Central Bank, as trustee (incorporated herein by reference to Exhibit 4.7 of FNB's Registration Statement on Form S-2, File No. 33-45888)
4.15	First Supplemental Indenture, dated as of January 1, 1994, between FNB and the Trustee (incorporated by reference to Exhibit 4.4 of FNB's Registration Statement on Form S-3, File No. 33-61367)
4.16	Second Supplemental Indenture, dated as of October 30, 2003, between FNB and the Trustee (incorporated by reference to Exhibit 4.1 of FNB's Form 8-K filed on October 31, 2003)
4.17	Form of Amended and Restated Officers' Certificate setting forth the terms of FNB's Daily Notes (incorporated by reference to Exhibit 4.7 of FNB's Registration Statement on Form S-3, File No. 333-103902)
4.18	Form of Second Officers' Certificate, dated March 18, 2003, setting forth the terms of FNB's Term Notes Series 2003 and Special Daily Notes Series 2003 (incorporated by reference to Exhibit 4.8 of FNB's Registration Statement on Form S-3, File No. 333-103902)
4.19	Specimen of Outstanding Term Note (incorporated herein by reference to Exhibit 4.2 of FNB's Registration Statement on Form S-3, File No. 333-103902)
4.20	Specimen of Outstanding Daily Note (incorporated herein by reference to Exhibit 4.2 of FNB's Registration Statement on Form S-3, File No. 333-74737)
5.1	Opinion of James G. Oriere: legality*
12	Ratio of Earnings to Fixed Charges*
21.1	Subsidiaries of F.N.B. Corporation (incorporated herein by reference to Exhibit 21 of FNB's Form 10-K for the fiscal year ended December 31, 2014, filed on February 27, 2015)
23.1	Consent of James G. Oriere (contained in Exhibit 5.1)*
23.2	Consent of Ernst & Young LLP*
24.1	Power of Attorney for FNB Financial Services, LP*
24.2	Power of Attorney for F.N.B. Corporation*
25.1	Form T-1 in the name of The Bank of New York Mellon Trust Company, N.A., with respect to Indenture dated as of August 16, 2005*
25.2	Form T-1 in the name of The Bank of New York Mellon Trust Company, N.A., with respect to Indenture dated as of May 15, 1992*

\* Filed herewith.

**Item 17. Undertakings**

- (a) The undersigned Registrant hereby undertakes:
  - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
    - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

II-6

---

**Table of Contents**

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

*Provided, however,* That paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the registration statement is on Form S-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
  - (i) If the registrant is relying on Rule 430B:
    - (A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
    - (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the

registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time



**Table of Contents**

of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

- (ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
- (3) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities.

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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

\* \* \*

(e) The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

\* \* \*

II-8

**Table of Contents**

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referred to in Item 15 above, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Table of Contents

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilmington, State of Delaware, on September 29, 2015.

FNB FINANCIAL SERVICES, LP

By: Regency Consumer Financial Services  
Inc., its General Partner

By: /s/ Bradon Anderson  
Bradon Anderson, President  
(principal executive officer)

By: /s/ Mark D. Lozzi  
Mark D. Lozzi, Treasurer  
(principal financial and accounting  
officer)

Pursuant to the requirements of the Securities Act of 1933, the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Mark D. Lozzi Mark D. Lozzi	Director, Treasurer and Assistant Secretary of the General Partner	September 29, 2015
/s/ Bradon Anderson Bradon Anderson	Director of the General Partner	September 29, 2015
/s/ John J. Koach John J. Koach	Director and Secretary of the General Partner	September 29, 2015

Table of Contents**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on September 29, 2015.

F.N.B. CORPORATION

By: /s/ Vincent J. Delie, Jr.  
 Vincent J. Delie, Jr.  
 President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, the registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Vincent J. Delie, Jr. Vincent J. Delie, Jr.	President, Chief Executive Officer and a Director (principal executive officer)	September 29, 2015
/s/ Vincent J. Calabrese, Jr. Vincent J. Calabrese, Jr.	Chief Financial Officer (principal financial officer)	September 29, 2015
/s/ Timothy G. Rubritz Timothy G. Rubritz	Corporate Controller and Senior Vice President (principal accounting officer)	September 29, 2015
* William B. Campbell	Director	September 29, 2015
* James D. Chiafullo	Director	September 29, 2015
* Laura E. Ellsworth	Director	September 29, 2015
* Stephen J. Gurgovits	Chairman of the Board and a Director	September 29, 2015

	*	Director	September 29, 2015
Robert A. Hormell			
	*	Director	September 29, 2015
David J. Malone			

**Table of Contents**

Signature	Title	Date
*	Director	September 29, 2015
D. Stephen Martz		
*	Director	September 29, 2015
Robert J. McCarthy, Jr.		
	Director	
David L. Motley		
*	Director	September 29, 2015
Heidi A. Nicholas		
	Director	
Arthur J. Rooney, II		
	Director	
John S. Stanik		
*	Director	September 29, 2015
William J. Strimbu		
*	Director	September 29, 2015
Earl K. Wahl, Jr.		

\*By: /s/ Mark D. Lozzi  
 Mark D. Lozzi  
 Attorney in Fact