

# SUBSCRIPTION AGREEMENT

## THE BANK OF PRINCETON

**1,200,000 Shares of Common Stock**

**Price Per Share: \$13.75**  
**(Par Value \$5.00 Per Share)**

IMPORTANT: This Subscription Agreement, **completed** and **signed**, together **with full payment** by check payable to the order of “**The Bank of Princeton**” for the shares subscribed, must be sent to: The Bank of Princeton, Attention: Investor Relations, 183 Bayard Lane, Princeton, NJ 08540.

$$\begin{array}{rcccl} \text{Number of shares} & & \text{Price per Share} & & \text{Total Purchase Price} \\ & & & & \\ \hline & \times & \$13.75 & = & \\ \hline \text{(please complete)} & & & & \text{(please complete)} \end{array}$$

The undersigned acknowledges that it, he or she has received and reviewed the offering circular dated June 30, 2011 pertaining to the offering by The Bank of Princeton, a New Jersey state-chartered commercial bank (the Bank), of up to 1,200,000 shares of common stock, at a price of \$13.75 per share. Subject to the terms and conditions set forth herein and in the offering circular, the undersigned hereby irrevocably subscribes for and agrees to purchase up to the number of shares set forth above.

Unless all of the offered shares are fully subscribed prior to such time, subscriptions will be accepted until 5:00 p.m. on the expiration date, August 14, 2011, or the expiration date may be extended by the board of directors of the Bank, in its sole discretion, for an additional period up to October 15, 2011.

Acceptance of this Subscription Agreement by the Bank shall be effective when notice of acceptance executed by a duly authorized officer or agent of the Bank has been deposited in the United States mail, postage prepaid, addressed to the undersigned at the address given below.

The undersigned, if an individual, is a bona fide resident and domiciliary (not a temporary or transient resident) of, or, if an entity, has its principal place of business in, the State (Commonwealth) of \_\_\_\_\_ (*please complete*) and has no present intention of becoming a resident of, or relocating its principal place of business to, any other jurisdiction.

The undersigned, prior to the subscription and purchase of any additional shares in this offering, directly and indirectly, owns, controls, or holds with the power to vote, an aggregate of \_\_\_\_\_ (*please complete*) shares of the common stock of the Bank. The undersigned  is /  is not (*check one*) acting in concert, whether or not pursuant to an express agreement, with any other person with respect to the Bank.

The undersigned understands that no federal or state agency has passed on or made any recommendation or endorsement of the shares and that the Bank is relying on the truth and accuracy of the representations, declarations, and warranties made by the undersigned in offering the shares for sale to it, him or her.

When executed by the undersigned and received and accepted by the Bank, this Subscription Agreement will be binding upon and enforceable against the undersigned and its, his or her heirs, executors, administrators, successors, and assigns. The undersigned understands that this subscription may not be revoked, transferred or assigned, and that it, he or she will not be entitled to the return of any portion of the subscription funds, unless the Bank rejects this subscription, in part or in whole, requiring the Bank to return the rejected portion of the funds.

It is further agreed that, by executing this Subscription Agreement, the undersigned acknowledges and agrees to all of the terms and conditions of the offering as contained in the offering circular.

The undersigned acknowledges that the Bank reserves the right to reject any subscription, in part or in whole, in the event that the offering is oversubscribed by the initial offerees of the offering as contained in the offering circular. In the event the Bank rejects any portion of any subscription, the amount related to any rejected portion of the subscription will be returned without interest.

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by the parties hereto.

**(check one):**

Individually

\_\_\_\_\_  
(Signature of Subscriber)

Tenants by the entireties  
(each must sign)

\_\_\_\_\_  
(Print Name of Subscriber)

Joint tenants with right of survivorship  
(each must sign)

\_\_\_\_\_  
(Title, if applicable)

Tenants in common  
(each must sign)

\_\_\_\_\_  
(Address)

In Partnership

\_\_\_\_\_/\_\_\_\_\_  
(Telephone – Day) / (Telephone – Evening)

As custodian, trustee  
or agent for:

\_\_\_\_\_  
(Social Security or Federal ID No.)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Dated)

\_\_\_\_\_  
(Social Security or Federal ID No.)

Corporation

\_\_\_\_\_  
(Signature of Co-Subscriber)

LLC

\_\_\_\_\_  
(Print Name of Co-Subscriber)

Other \_\_\_\_\_

\_\_\_\_\_  
(Title, if applicable)

\_\_\_\_\_  
(Address)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone - Day) / (Telephone – Evening)

\_\_\_\_\_  
(Social Security or Federal ID No.)

\_\_\_\_\_  
(Dated)

**ACCEPTED FOR \_\_\_\_\_ SHARES:**

**THE BANK OF PRINCETON**

**By: \_\_\_\_\_**  
**(Authorized Signature)**

\_\_\_\_\_  
**(Date of Execution)**

\_\_\_\_\_  
**(Subscription Agreement No.)**