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May 20, 2021

Office of Mergers and Acquisitions
Division of Corporation Finance
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Attention: Mr. Ted Yu, Chief
Mr. David Plattner, Special Counsel

Re: Eagle Bancorp Montana, Inc.

Ladies and Gentlemen:

As counsel for and on behalf of Eagle Bancorp Montana, Inc. (the “*Company*”), we respectfully request from the staff of the Securities and Exchange Commission (the “*Commission*”), based on the facts and circumstances described in this letter, exemptive relief from the provisions of Rule 13e-4(f)(6)(i) promulgated under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), as a result of the Opportunity Bank of Montana Employee Stock Ownership Plan’s (the “*Plan*”) purchase (the “*Plan Purchase*”), directly from the Company, of an aggregate of \$6,000,000 of shares of the Company’s common stock, \$0.01 par value (the “*Common Stock*”), prior to the expiration of ten business days after the termination of a cash tender offer by the Company (the “*Offer*”) for up to \$6,000,000 of shares of the Common Stock. The Plan may be deemed an affiliate of the Company.

The Company

The Company is a Delaware corporation with its principal executive offices located at 1400 Prospect Avenue, Helena, Montana. The Company is a registered bank holding company regulated by the Board of Governors of the Federal Reserve System (“*FRB*”). The shares of Common Stock are registered under Section 12(b) of the Exchange Act and are traded on the Nasdaq Global Market. On May 19, 2021, the closing per share sales price for the Common stock was \$22.74, and the Company had outstanding 6,775,447 shares of Common Stock.

The Plan

The Plan was established in 2000 for employees of the predecessor of the Company’s wholly-owned subsidiary, Opportunity Bank of Montana, a Montana-chartered commercial bank (the “*Bank*”). The Plan is for the benefit of eligible employees of the Bank. The Plan is subject to the requirements of the Employee Retirement Income Security Act of 1974 (“*ERISA*”), and regulations of the IRS and the

United States Department of Labor. One non-employee outside director and three executive officers of the Company serve as trustees of the Plan. Contributions to the Plan and shares released from the suspense account are allocated among Plan participants on the basis of participants' compensation as it relates to total participant compensation. Employees are fully vested upon completion of six years of service. Benefits may be payable upon retirement, early retirement, disability, death or separation from service.

The Offer

The Company will commence the Offer on May 21, 2021, and a Schedule TO will be filed with the Commission on the same date. Pursuant to the Offer, the Company will offer to purchase up to \$6,000,000 of shares of Common Stock (the "*Maximum Number*"). The Maximum Number represents approximately 3.7 percent¹ of the outstanding shares of Common Stock. The purchase price that the Company will pay for tendered shares (the "*Share Purchase Price*") will be determined by the Company in accordance with the results of a modified "Dutch auction" whereby each tendering shareholder will select a price per share at which such shareholder wishes to tender shares of Common Stock. The price selected must be within a price range of \$24.00 to \$ 26.25 per share (the "*Range*"). The Offer to Purchase for the Offer will include disclosure that the purpose of the Offer is to offset the earnings per share dilution which would otherwise result from the issuance of shares to the Plan pursuant to the Plan Purchase.

The Offer will expire at 5:00 p.m. on June 22, 2021 (the twenty-second (22nd) business day after the commencement of the Offer) or a later date if the Offer is extended (the "*Expiration Date*"). All shares purchased pursuant to the Offer will be purchased at the Share Purchase Price which will be announced as promptly as practicable following expiration of the Offer. If the number of shares properly tendered at or below the Share Purchase Price and not withdrawn prior to the Expiration Date of the Offer is not more than the Maximum Number, the Company will, upon the terms and subject to the conditions of the Offer, purchase all such shares at a Share Purchase Price equal to the highest price at which shares were tendered within the Range. If more shares than the Maximum Number are properly tendered and not withdrawn prior to the Expiration Date, the Company intends first to accept tenders from holders of less than 100 shares who tender all their shares and then to purchase the remaining tendered shares on a pro rata basis (with adjustments to avoid purchases of fractional shares) at a Share Purchase Price equal to the tender price that would result in the purchase of at least the Maximum Number of shares if all shares tendered at that price and lower were purchased. All tendered shares not purchased pursuant to the Offer, including shares tendered at prices greater than the Share Purchase Price and shares not purchased because of proration, will be returned to the tendering shareholders promptly following the Expiration Date.

The Offer will be made in compliance with all applicable provisions of the Exchange Act and the rules promulgated thereunder, including Rules 13e-4 and 14e-5, with the exception of paragraph (f)(6) of Rule 13e-4. Neither the Company nor the Plan will make any purchases of Common Stock during the period

¹ Based on a \$24 per share purchase price and 6,775,447 shares outstanding as of May 19, 2021.

the Offer is open or the ten business day period following the termination of the Offer, except pursuant to the Offer or the Plan Purchase.

The Plan Purchase

Prior to the commencement of the Offer, the Company and the trustees of the Plan will enter into a definitive purchase agreement (the “*Stock Purchase Agreement*”) for the Plan to purchase directly from the Company \$6,000,000 of shares of Common Stock (the “*Plan Shares*”). The Stock Purchase Agreement will be filed as an exhibit to the Schedule TO. The purpose of the Plan Purchase is to replenish the Plan with shares of common stock available to allocate to employees of the Bank. The Plan currently holds 14,362 shares that have not been allocated to employees, however, all of these shares will be allocated by the end of 2021.

The Plan Shares will represent approximately 3.7 percent² of the outstanding Common Stock after the Offer assuming the Maximum Number is repurchased. The Plan Shares will be newly issued or treasury shares but not shares purchased in the Offer. The precise number of Plan Shares will be determined by dividing the \$6,000,000 aggregate purchase price set forth in the Stock Purchase Agreement by the last per share trading price on Nasdaq Global Market on the Expiration Date (the “*Plan Per Share Purchase Price*”). The Plan Per Share Purchase Price will be based on the market trading price rather than the Share Purchase Price of the Offer due to the fiduciary duties of the trustees under ERISA.

Prior to the close of business on the Expiration Date, the Plan will close from the Company a loan for the purpose of purchasing the Plan Shares and will sign a promissory note in the amount of \$6,000,000 (the “*Promissory Note*”). Before 9:00 a.m. on the day following the Expiration Date, the Company will announce the expiration of the Offer and acceptance of shares tendered. After acceptance of the tendered shares and before 9:00 a.m. on the day following the Expiration Date (the “*Plan Purchase Date*”), the Company will sell the Plan Shares to the Plan in exchange for the Promissory Note.

The Company believes that structuring the Offer and Plan Purchase in this manner permits the Plan to replenish shares of Common Stock in an amount that is anticipated to be sufficient to cover ten years of allocations, thereby avoiding multiple promissory notes, limited trading windows and possible delays in stock repurchases by the Company to offset earnings dilution.

Discussion

Rule 13e-4(f)(6)(i) prohibits an issuer and any affiliate from purchasing the security subject to a tender offer, except pursuant to the tender offer, or until the expiration of at least ten business days after termination of the offer. Therefore, by its terms, Rule 13e-4(f)(6)(i) applies to purchases from the Company by the Plan during the pendency of, and for ten business days after, the Offer. The purpose of the Rule, however, is to prevent fraudulent, deceptive, or manipulative acts or practices relating to the securities involved. The adopting release for Rule 13e-4 noted that the “provision is essentially an anti-manipulation restriction” and that “[a] tender offer tends to peg the market price of the security which is the subject of the tender offer at or near the offering price, and the purpose of the prohibition ... is to

² Based on a \$24 per share purchase price and 6,775,447 shares outstanding as of May 19, 2021.

prevent the issuer from supporting the market at that artificial price after termination of the tender offer.”³ The Commission has granted exemptive relief from Rule 13e-4(f)(6) for similar arrangements to Rangaire Corporation (November 21, 1986), Anheuser-Busch Companies, Inc. (May 12, 1989), Union Carbide Corporation (October 17, 1990), Scott & Stringfellow Financial, Inc. (June 25, 1996) and Mississippi View Holding Company (May 12, 1998).

If the Plan Purchase Date is not permitted to occur immediately following the Expiration Date, there could be a substantial difference between the Share Purchase Price and the Plan Per Share Purchase Price, if the market price of the Common Stock would fluctuate materially during the period between the Expiration Date and the date the Plan purchases the Plan Shares. The ten business day period required under Rule 13e-4(f)(6) poses this risk. A decline in the market price could result in the Share Purchase Price being greater than the market price at the time of the Plan Purchase. Since the fiduciary duties of the Plan trustees require that the purchase of shares of Common Stock of the Company be determined by current market price at the time of purchase, an increase in market price during the period could produce something of a windfall for the Company. Neither result does the Company desire.

We submit that the Offer and the Plan Purchase together would not constitute fraudulent, deceptive or manipulative acts or practices; nor would such transactions result in any of the abuses at which Rule 13e-4(f)(6) under the Exchange Act is directed. The Plan Purchase will have no impact on the market price of Common Stock because the Plan Shares will be purchased from the Company using authorized but unissued shares and at the Plan Per Share Purchase Price. In addition, because the structure and terms of the Plan Purchase will be fully disclosed to shareholders, they will be able to make an informed decision whether to tender into the Offer and at what price. Given that the Plan Purchase will have no market impact, a ten business day moratorium period during which the Plan may not even privately purchase Common Stock from the Company will serve no anti-manipulative purpose. It would serve only to frustrate the purposes of the Offer.

In light of the above, we respectfully request, on behalf of the Company, exemptive relief from the provisions of Rule 13e-4(f)(6)(i) under the Exchange Act with regard to the Plan Purchase.

Please advise the undersigned at the direct-dial number listed above if you have any questions or require further information.

Very truly yours,

/s/ Lloyd H. Spencer

Lloyd H. Spencer

³ See Release No. 34-16112 (Aug. 16, 1979).