

BOSTON PRIVATE FINANCIAL HOLDINGS, INC.

2010 INDUCEMENT STOCK PLAN

SUMMARY AND PROSPECTUS

This document constitutes part of a Prospectus dated October 2, 2014 covering securities that have been registered under the Securities Act of 1933, as amended.

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SUMMARY AND PROSPECTUS
FOR THE
BOSTON PRIVATE FINANCIAL HOLDINGS, INC.
2010 INDUCEMENT STOCK PLAN

1. INTRODUCTION

This document summarizes the provisions of the Boston Private Financial Holdings, Inc. 2010 Inducement Stock Plan (as amended, the “Plan”), and is part of a Prospectus covering securities that have been registered under the Securities Act of 1933, as amended (the “Securities Act”). (A “prospectus” is a legal document that describes the terms of a stock offering.) The date of this Prospectus is October 2, 2014.

This document contains important information and you should take the time to read it thoroughly. You should keep a copy of this Summary and Prospectus to answer questions you may have in the future about the Plan.

This Summary and Prospectus is provided for your convenience and is not intended to explain every detail of the Plan. In the event that this document conflicts with the Plan, the Plan will control. The terms “you” and “your” are intended to refer only to individuals who are eligible to participate in the Plan and to Plan participants. The term “Company” is intended to refer to Boston Private Financial Holdings, Inc.

2. WHEN DOES THE PLAN BEGIN AND END?

The Plan was adopted by the Board of Directors of the Company on June 2, 2010, which is the effective date of the Plan, and has not been approved by the Company’s stockholders. The Plan, as amended, was adopted by the Board of Directors on October 1, 2014 and was not approved by the Company’s stockholders. Such amendment was effective on October 1, 2014. The Board of Directors of the Company may terminate the Plan at any time.

3. WHO ADMINISTERS THE PLAN?

The Plan is administered by either the Board of Directors or a committee of at least two non-employee directors who are independent, that is appointed by the Board of Directors (*i.e.*, the Compensation Committee). A non-employee director is a director of the Company who is not an employee of the Company or any subsidiary of the Company. The members of the committee serve for an indeterminate period, and may be removed,

with or without cause, at any time by action of the Board of Directors. We refer to the Board of Directors or the committee that administers the Plan as the “Administrator.”

The Administrator has the power and authority to make rules and regulations for the administration of the Plan, and may also:

- Select award recipients;
- Make any combination of awards;
- Determine and change the terms and conditions, including restrictions, of each award;
- Extend the exercise period for options; and
- Sign award agreements.

The Administrator’s interpretations and decisions are final and binding on all persons, including the Company and you.

4. HOW MUCH STOCK MAY BE ISSUED UNDER THE PLAN?

Stock options and awards based on Common Stock may be issued under the Plan for a maximum number of 1,245,000 shares of Common Stock of the Company, par value \$1.00 per share. For purposes of this limitation, the shares of Common Stock underlying any awards which are forfeited, canceled, surrendered or otherwise terminated (other than by exercise) will be added back to the shares of Common Stock available for issuance under the Plan. Shares of Common Stock tendered or held back upon exercise of a stock option or settlement of an award to cover the exercise price or tax withholding will not be available for future issuance under the Plan. In addition, upon exercise of stock appreciation rights, the gross number of shares of Common Stock exercised will be deducted from the total number of shares of Common Stock remaining available for issuance under the Plan.

If the Company’s capital structure changes, because of a stock dividend, a reorganization or similar event, the number of shares that can be issued under the Plan will be appropriately adjusted. The Company’s Common Stock is listed on the NASDAQ Global Market under the symbol “BPFH.”

Any shares to be issued under the Plan will be issued by the Company from authorized but unissued Common Stock or shares of Common Stock reacquired by the Company.

No fees or commissions will be charged by the Company in connection with the issuance of shares. All funds received or held by the Company under this Plan may be combined with other corporate funds and may be used for any corporate purpose.

5. WHAT TYPES OF AWARDS MAY BE ISSUED UNDER THE PLAN?

The following types of awards may be issued under the Plan:

- Non-qualified options;
- Stock appreciation rights;
- Restricted stock awards;
- Restricted stock units;
- Unrestricted stock awards; and
- Performance share awards.

Each type of award is described further in this document. Awards under the Plan may be granted at any time. Subject to the overall share limitations under the Plan, shares of Common Stock may be issued up to the maximum number of shares available for issuance under the Plan pursuant to any type of award.

6. WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?

Only full-time and part-time officers and other employees (including prospective employees) to whom the Company may issue securities without stockholder approval in accordance with Rule 5635(c)(4) of the Marketplace Rules of the Nasdaq Stock Market, Inc. are eligible to receive awards under the Plan. The Administrator will select eligible award recipients from time to time and in its sole discretion.

7. WHAT TYPES OF STOCK OPTIONS MAY BE GRANTED TO EMPLOYEES?

A stock option is an award that gives you the right to purchase shares of Common Stock of the Company at the option exercise price shown on your stock option agreement, once your stock option has vested. Only non-qualified stock options may be granted under the Plan. Non-qualified options are stock options that do not qualify under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”) as “Incentive Stock Options.”

8. WHO DETERMINES THE TERMS OF STOCK OPTIONS?

The Administrator determines the option exercise price of each stock option at the time of grant. The option exercise price of an option may not be less than 100 percent of the fair market value of a share of the Company's Common Stock on the date the stock option is granted. The Plan defines "fair market value" with respect to a given date by reference to market quotations on that date on the NASDAQ Global Market.

The Administrator also determines the following items with respect to each stock option granted under the Plan:

- The termination date;
- The vesting schedule (stock options may only be exercised if they are vested); and
- The period of time, if any, after death, disability, or termination of employment during which the stock option may be exercised.

Subject to applicable law, the Administrator may accelerate the exercisability of any stock option at any time and for any reason.

9. HOW DO I EXERCISE STOCK OPTIONS?

Stock options may be exercised in whole or in part. To exercise a stock option, you must pay the exercise price (the number of shares you wish to exercise, multiplied by the exercise price per share indicated on the stock option award agreement) in full by one of the following methods, provided it is acceptable to the Administrator:

- In cash;
- By certified or bank check;
- By another instrument acceptable to the Administrator;
- By delivery of shares of Common Stock that you purchased in the open market or have held for the minimum holding period that may be specified by the Administrator from time to time. You must either deliver the actual stock certificates for those shares, or you must attest to owning the shares. If you choose to exercise your stock option through the attestation method, the number of shares you will receive will be net of the number of shares attested to;

- By a “cashless exercise” through a broker, pursuant to an irrevocable instruction to the broker from you; or
- With respect to non-qualified options only, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise by a number of shares with a fair market value that does not exceed the aggregate exercise price.

10. WHAT HAPPENS TO MY STOCK OPTIONS WHEN I TERMINATE MY EMPLOYMENT OR OTHER BUSINESS RELATIONSHIP?

If you have any outstanding stock options and your employment or other business relationship with the Company or a subsidiary terminates, you may still have the ability to exercise your stock options for the period of time specified in your stock option agreement.

11. WHAT IS A STOCK APPRECIATION RIGHT?

A stock appreciation right is an award that entitles you to receive shares of Common Stock equal to the difference between the exercise price of the stock appreciation right and the current fair market value of the Company’s Common Stock. The exercise price of a stock appreciation right may not be less than 100 percent of the fair market value of the Common Stock on the date of grant.

The terms and conditions of each stock appreciation right are determined by the Administrator. If you exercise a stock appreciation right, you will receive shares of Common Stock in an amount calculated as the excess of the fair market value of one share of Common Stock on the date of exercise over the exercise price specified in the stock appreciation right, multiplied by the number of shares with respect to which the stock appreciation right was exercised.

12. WHAT HAPPENS TO MY STOCK APPRECIATION RIGHTS WHEN I TERMINATE MY EMPLOYMENT OR OTHER BUSINESS RELATIONSHIP?

If you have any outstanding stock appreciation rights and your employment or other business relationship with the Company or a subsidiary terminates, you may still have the ability to exercise your stock appreciation rights for the period of time specified in your stock appreciation right agreement.

13. WHAT IS A RESTRICTED STOCK AWARD?

An award of restricted stock is an award of shares of Common Stock to any employee of the Company or any subsidiary that is subject to the conditions and restrictions determined by the Administrator. These conditions and restrictions may include the achievement of certain performance objectives and/or continued employment with the Company through a specified period. When the conditions or restrictions are satisfied, the shares will be vested and you will own the shares outright.

A book entry for the shares of restricted stock that are granted to you will be made in your name with the Company's transfer agent. You will have all the rights and privileges of a stockholder with respect to the restricted stock, including voting and dividend rights, except that shares of restricted stock may not be sold, assigned, or otherwise disposed of until all applicable conditions or restrictions have been satisfied.

You will forfeit all rights to your restricted stock if you terminate your employment with the Company for any reason prior to the satisfaction of any applicable conditions or restrictions, unless the Administrator determines otherwise. Furthermore, the shares of restricted stock will be automatically forfeited to the Company.

14. WHAT ARE RESTRICTED STOCK UNITS?

Restricted stock units are an award of stock units, that may be subject to conditions and restrictions imposed by the Administrator. These conditions and restrictions may be based upon your continued employment (or other business relationship) with the Company and/or the achievement of certain pre-established performance goals and objectives. At the end of the deferral period, the restricted stock units, to the extent vested, will be paid to you as shares of Common Stock.

If you have been awarded restricted stock units, you will have no rights as a stockholder with respect to the underlying shares of Common Stock. However, you may be credited with dividend equivalent rights with respect to such underlying shares. In addition, you must sign the restricted stock unit award agreement that sets forth the terms and conditions that apply to the award.

15. WHAT IS AN UNRESTRICTED STOCK AWARD?

An award of unrestricted stock is an award of shares of Common Stock that are free from any restrictions under the Plan. An award of unrestricted stock may be made in lieu of any cash compensation otherwise payable to you, or in respect of past services that you rendered to the Company.

16. WHAT ARE CASH-BASED AWARDS?

A cash-based award is an award in the form of a cash-denominated payment, subject to such conditions as the Administrator may determine. Payment, if any, with respect to a cash-based award may be made in cash or in shares of Common Stock, in the discretion of the Administrator.

17. WHAT ARE PERFORMANCE SHARE AWARDS?

A performance share award is an award that will entitle you to receive shares of Common Stock upon the attainment of performance goals determined and established by the Administrator.

If you have been granted a performance share award, you will have the rights of a stockholder only with respect to shares of Common Stock that you actually receive once the performance goals are satisfied, and not with respect to shares of Common Stock that are subject to satisfaction of performance goals.

18. MAY I SELL OR GIVE MY AWARDS AWAY?

Generally, you may not sell, give away, or otherwise transfer any stock options or other awards granted to you under the Plan, unless you die and you leave the stock options or other awards to your heirs in your will. However, in limited circumstances, the Administrator may permit you to transfer non-qualified stock options to your immediate family members or to your family trust or foundation or family partnership. While you are alive, you are the only one who may exercise your stock options, unless you have properly transferred them.

19. MAY I DEFER MY BENEFITS UNDER THE PLAN?

The Administrator has the discretion to require or permit you to elect to defer the receipt of benefits under the Plan, subject to applicable tax laws. If you elect to defer the receipt of your benefits, the Administrator may provide you with rights to accrued interest (if you deferred cash) or dividends (if you deferred shares of Common Stock). The Administrator will determine the terms of the accrual of interest or dividends.

20. WHAT RIGHTS DO I HAVE WITH RESPECT TO THE SHARES OF COMMON STOCK UNDERLYING MY AWARDS?

You will have the rights of a stockholder of the Company, such as voting and dividend rights, only with respect to shares actually issued in your name. You will not

have any rights with respect to shares subject to awards that have not been exercised or for which Common Stock has not yet been issued.

21. WHAT HAPPENS IF THERE IS A CHANGE IN THE CAPITALIZATION OF THE COMPANY?

If there is a change in the Company's capital structure, such as a stock dividend, stock split, split-up, recapitalization or similar event, the Administrator will appropriately adjust the number and kind (and the exercise or purchase price, if applicable) of shares of Common Stock remaining available for issuance under the Plan or subject to outstanding awards. In addition, any share limitations with respect to the Plan will be adjusted appropriately by the Administrator.

22. WHAT ABOUT TAX WITHHOLDING?

You are responsible for the payment of any Federal, state, or local taxes that the Company is required by law to withhold from the value of any award. The Company may deduct any such taxes from any payment otherwise due to you.

You may satisfy your tax withholding obligation by:

- Authorizing the Company to withhold part of a cash payment to be made in satisfaction of an award under the Plan;
- Making a cash payment to the Company; or
- Subject to the approval of the Administrator, authorizing the Company to withhold shares of Common Stock to be issued pursuant to an award under the Plan. The Company will withhold only the required minimum number of shares.

23. CAN THE PLAN BE AMENDED OR TERMINATED?

Yes. The Board of Directors of the Company may amend or discontinue the Plan at any time. In addition, the Administrator may, at any time, amend or cancel outstanding awards, if necessary, to satisfy changes in the law or for any other lawful purpose. However, except in connection with a change in the Company's capital structure, the Administrator may not reduce the exercise price of an outstanding option or stock appreciation right through a re-pricing or cancellation and re-grant, without stockholder approval.

In any event, the Plan cannot be amended if the amendment would adversely affect any rights that you have under outstanding awards, without your consent.

24. DOES ANYONE HAVE ANY RIGHTS TO MY AWARDS?

No one can place a lien on any award granted to you under the Plan until you exercise the award.

25. WHICH LAWS APPLY TO THE PLAN?

The Plan is governed by Massachusetts law, except to the extent such law is preempted by Federal law. The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended, and is not a qualified plan under Section 401(a) of the Internal Revenue Code.

26. ARE THERE ANY RESTRICTIONS ON REOFFER OR RESALE OF COMMON STOCK THAT I RECEIVE UNDER THE PLAN?

You may generally sell, pledge, transfer, hypothecate or otherwise dispose of your shares of Common Stock acquired pursuant to stock options or awards granted under the Plan in any manner permitted under Federal and state securities laws, so long as the conditions associated with the stock options or awards have been met.

However, if you are an “affiliate” of the Company (an “affiliate” is defined in Rule 405 of the Securities Act as a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Company), the Registration Statement relating to the shares of Common Stock described in this Summary and Prospectus does not apply to reoffers or resales by you of shares of Common Stock that you acquire pursuant to stock options or awards granted under the Plan. Accordingly, you may only reoffer or resell the shares of Common Stock that you acquire pursuant to stock options or awards granted under the Plan either pursuant to an exemption from registration under the Securities Act (such as an exemption obtained through compliance with Rule 144), or pursuant to a separate prospectus covering your reoffer or resale.

27. AM I SUBJECT TO ANY SEC REQUIREMENTS, AND IF SO, WHAT ARE THEY?

The “insider information” provisions of the Federal securities laws and the Company’s insider trading policy impose further restrictions on resales by all individuals who know of material non-public information regarding the Company, whether or not the individual is an “affiliate,” an officer or a director of the Company or any of its subsidiaries.

In addition, special trading rules apply to you if you are a “Section 16(b) Reporting Person.” Section 16(b) Reporting Persons are:

- direct or indirect beneficial owners of more than ten percent of the outstanding shares of Common Stock;
- directors; and
- certain officers of the Company or, in certain circumstances, subsidiaries of the Company.

Section 16(b) Reporting Persons are subject to Sections 16(a) and 16(b) of the Securities Exchange Act of 1934. Section 16(a) requires reporting to the SEC of purchases and sales of the equity and derivative securities of the Company, including purchases pursuant to the exercise of stock options. Section 16(b) requires the recovery of the difference between the prices of any purchase and sale or any sale and purchase of an equity or derivative security of the Company within a six-month period, without regard to offsetting losses. These rules, called the short-swing profit rules, are applied mechanically to maximize recoverable “profits” and may result in liability for the Section 16(b) Reporting Person even though the overall trading actually resulted in a loss.

To avoid the short-swing profit rules of Section 16(b), each Section 16(b) Reporting Person who participates in the Plan should keep in mind the following:

- Grants under the Plan will generally qualify as exempt purchases if the grants are made by the Board of Directors or by a committee of “non-employee directors” (as defined in Rule 16b-3). The Administrator, as constituted with at least two non-employee directors, will satisfy this requirement.
- Purchases (including grants of options and other awards) under the Plan, sales of Common Stock purchased under the Plan, and exercises of stock options must be reported on Form 4 within two days after the date on which the Common Stock is purchased or sold or the option is granted or exercised. Section 16(b) Reporting Persons should promptly report all stock-based transactions to the Company.

Please note that this section is not meant to be a comprehensive description of the Section 16 rules. If you are a Section 16(b) Reporting Person, you should consult with an advisor before making any trades of Common Stock.

28. WHAT ARE THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO ME OF PARTICIPATING IN THE PLAN?

The following discussion summarizes the current principal Federal income tax consequences of certain transactions under the Plan. It does not describe all Federal tax consequences under the Plan, nor does it describe state or local tax consequences that may vary from jurisdiction to jurisdiction. You are advised to consult with a competent tax advisor for additional information about your particular circumstances.

(a) Non-Qualified Options

You will not have taxable income when you are granted a non-qualified option. When you exercise a non-qualified option, you will have taxable ordinary income equal to the excess of the fair market value of the shares of Common Stock received on the exercise date over the option price of the shares. You will also have additional FICA taxes on the amount of such excess. Your tax basis for the shares of Common Stock that you acquire when you exercise a non-qualified option will be increased by the amount of such taxable income. The Company will be entitled to a Federal income tax deduction in an amount equal to the ordinary income that you recognize. When you sell the shares of Common Stock that you acquired by exercising a non-qualified option, you will realize long-term or short-term capital gain or loss, depending upon your holding period for such shares.

If you surrender shares of Common Stock in payment of the exercise price of a non-qualified option, you will not recognize gain or loss on your surrender of such shares. However, you will recognize ordinary income on the exercise of the non-qualified option as described above. The number of shares of Common Stock you receive in such an exchange that is equal to the number of shares you surrendered will have the same tax basis and capital gains holding period as the shares surrendered. The balance of the shares of Common Stock received will have a tax basis equal to the fair market value of the shares on the date of exercise, and the capital gains holding period for those shares of Common Stock will begin on the date of exercise.

(b) Stock Appreciation Rights

There are no Federal income tax consequences to either you or the Company on the grant of a stock appreciation right. When you exercise a stock appreciation right, you will have taxable ordinary income equal to the cash or fair market value of the shares of Common Stock you receive from the Company, and the Company will be entitled to a corresponding deduction for tax purposes. Such income is also subject to FICA tax.

(c) Restricted Stock Awards

There are generally no Federal income tax consequences to either you or the Company on the grant of restricted stock awards. When the restricted stock is no longer subject to a substantial risk of forfeiture (as defined in the Internal Revenue Code) or becomes transferable, you will realize taxable ordinary income in an amount equal to the fair market value of such number of shares of Common Stock that have become nonforfeitable or transferable, less the amount you paid for the shares, and the Company will be entitled to a deduction for tax purposes in the same amount. Such income is also subject to FICA tax.

However, you may make an election with the Internal Revenue Service under Section 83(b) of the Internal Revenue Code within 30 days of the grant of restricted stock and recognize taxable ordinary income in the year the shares of restricted stock are awarded to you, in an amount equal to the fair market value of such shares at the time of the award determined without regard to the restrictions, less the amount you paid for the shares. In that event, the Company will be entitled to a corresponding tax deduction. Any gain or loss that you realize upon the subsequent disposition of Common Stock will be capital gain or loss, and will not result in any further deductions to the Company. If you make a Section 83(b) election and subsequently forfeit the shares, you will not be entitled to a deduction as a consequence of that forfeiture, but the Company must include as ordinary income the amount it previously deducted in the year of grant with respect to such shares.

Any dividends with respect to the shares of restricted stock that are paid or made available to you while the shares remain forfeitable will be treated as additional compensation that is taxable as ordinary income to you and subject to FICA tax, and will be deductible by the Company when paid. However, if you made a Section 83(b) election with respect to the restricted shares, the dividends represent ordinary dividend income to you, and are not deductible by the Company or subject to FICA tax.

(d) Restricted Stock Units

There are generally no Federal income tax consequences to you or the Company on the grant of restricted stock units. When restricted stock units are distributed to you in shares of Common Stock, you will be taxed at ordinary income rates on the fair market value of the shares of Common Stock on the date that the shares of Common Stock are issued to you. The Company generally will be entitled to a corresponding deduction for tax purposes. You will be subject to employment taxes upon the vesting of restricted stock units, even if the shares are not being issued to you at that time because of a deferral election.

(e) Unrestricted Stock Awards

If you receive an unrestricted stock award, you will generally be subject to tax at ordinary income rates on the fair market value of the shares of Common Stock on the date that the shares of Common Stock are issued to you. The Company generally will be entitled to a corresponding deduction for tax purposes.

(f) Cash-Based Awards

If you receive a cash-based award, you will generally be subject to tax at ordinary income rates on the amount of cash or fair market value of shares of Common Stock on the date that the cash is paid to you or shares of Common Stock are issued to you. The Company generally will be entitled to a corresponding deduction for tax purposes.

(g) Performance Share Awards

There are generally no Federal income tax consequences to you or the Company on the grant of a performance share award. When the award is actually earned and shares of Common Stock are issued to you, the fair market value of such shares will be taxable to you at ordinary income rates at such time when they are no longer subject to a risk of forfeiture and the Company will be entitled to a corresponding deduction for tax purposes. Such income is also subject to FICA tax.

(h) Parachute Payments

If the vesting of any award accelerates or the restrictions on any award are deemed waived as a result of a Change of Control (discussed in question 21), the payments you receive with respect to such awards may be treated as “parachute payments” as defined in Section 280G of the Internal Revenue Code. Generally, the Company may not deduct certain excess parachute payments, and you may be subject to a 20 percent Federal excise tax on all or a portion of your parachute payments, in addition to other taxes ordinarily payable on those payments. The Company will contact you if this applies to you.

(i) Deferred Compensation

For purposes of this summary, we assumed that no award granted under the Plan will be considered “deferred compensation,” as that term is defined for purposes of Section 409A of the Internal Revenue Code (“Section 409A”), the Federal tax rule governing nonqualified deferred compensation arrangements, or, to the extent any award is considered to constitute deferred compensation, its terms will comply with the requirements of Section 409A. If an award does constitute deferred compensation, and its terms do not comply with the requirements of Section 409A, then you will be taxed on the value of the deferred compensation when it is earned and vested (even if not then payable) and you will be subject to a 20 percent additional tax and potential interest

penalties. If an award does constitute deferred compensation, and its terms comply with the requirements of Section 409A, you will not incur any income tax during the period of deferral. (In the case of an employee, however, employment taxes will be incurred at the time the deferred compensation is earned and vested.) When the deferred compensation is actually paid to you in shares of Common Stock or in cash, you will recognize compensation income taxable at ordinary income rates.

(j) Transferring Options

In limited circumstances, the Administrator may permit you to transfer options to your immediate family members or to your family trust or foundation or family partnership. If you make such a transfer, you will be responsible for the payment of a federal gift tax based on the fair market value of the option on the date the transfer is completed or the date the option becomes exercisable, if later. The value of the option should be determined using a generally recognized option pricing model (for example, the Black-Scholes model or an accepted version of the binomial model). When your immediate family member, family trust, foundation or family partnership exercises the transferred option, you will have taxable ordinary income equal to the excess of the fair market value of the shares of Common Stock received on the exercise date over the option price of the shares. Your immediate family member, family trust, foundation or family partnership generally will not have any taxable income upon the transfer or exercise of the option, but will realize long-term or short-term capital gain or loss when they later sell the shares of Common Stock acquired upon the exercise of the option.

There may be additional foreign, state or local taxes if you transfer your options. You are advised to consult with a competent tax advisor for additional information about your particular circumstances.

(k) Limitations on Deduction Imposed by Code Section 162(m)

The Company will generally be unable to take a deduction for Federal tax purposes with respect to annual compensation in excess of \$1 million it pays to its Chief Executive Officer and any of its three most highly compensated officers (other than the Chief Executive Officer and Chief Financial Officer), due to limitations imposed by Section 162(m) of the Internal Revenue Code. Generally, certain awards under the Plan will not be counted towards the \$1 million limit, including stock options, stock appreciation rights and awards that constitute performance-based compensation.

29. WHAT ELSE DO I NEED TO KNOW?

The Company has filed Registration Statements under the Securities Act on August 2, 2010 and October 2, 2014 with respect to the shares of Common Stock described in this Summary and Prospectus. For further information concerning the shares

of Common Stock or the Company, please see the Registration Statement, including the documents referred to in the Registration Statement.

Boston Private Financial Holdings, Inc. is a corporation organized and existing under the laws of The Commonwealth of Massachusetts and currently maintains its principal executive offices at 10 Post Office Square, Boston, Massachusetts, 02109. The telephone number at this location is (617) 912-1900. You may contact the Company at this address for further information concerning the Plan and its administration.

A copy of the Company's most recent Annual Report to stockholders has been provided to each Plan participant, and additional copies will be provided, without charge, to each participant upon written or oral request to the Administrator at the address provided above.

In addition, any person receiving a copy of this Summary and Prospectus may obtain a copy of any of the documents listed below, without charge, upon written or oral request to the Administrator at the above address and telephone number. These documents are incorporated by reference in this Summary and Prospectus:

- any or all of the documents that have been or may be incorporated by reference in Item 3 of Part II of the Registration Statement relating to the shares described herein, other than exhibits to such documents unless such exhibits are specifically incorporated by reference into such documents, including, without limitation, the Company's annual report on Form 10-K and the Company's quarterly reports on Form 10-Q for the current fiscal year; and
- any other documents required to be delivered to participants pursuant to Rule 428(b) under the Securities Act.

Each Plan participant will receive a copy of all reports, proxy statements and other communications distributed to the Company's stockholders, unless he or she otherwise receives those materials.