

0020688.09

Ghance
PAOM

Trey Grayson

Secretary of State

Received and Filed

12/28/2007 9:41:18 AM

Fee Receipt: \$50.00

ARTICLES OF MERGER
of
DEPOSIT BANK & TRUST CO.
with and into
FIRST NATIONAL BANK OF LEXINGTON

The undersigned, First National Bank of Lexington ("First National"), as the surviving bank of the merger described below, hereby executes and delivers these Articles of Merger to confirm and memorialize the merger of Deposit Bank & Trust Co. into First National in accordance with Kentucky Revised Statutes Sections 286.3-173 and 286.3-915:

FIRST: The Agreement To Merge (the "Plan of Merger"), pursuant to which Deposit Bank & Trust Co., a Kentucky banking corporation ("Deposit Bank"), shall merge with and into First National, a national banking association organized under the laws of the United States of America, is attached hereto as Exhibit A and incorporated herein by reference.

SECOND: The Plan of Merger was duly authorized and approved by the shareholders of each of the banks party to the merger as follows:

As to Deposit Bank: The designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger were as follows:

<u>Designation of Voting Group</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes Entitled to be Cast</u>
Common Stock	2,500	2,500

The total number of undisputed votes cast for the Plan of Merger by the sole holder of common stock of Deposit Bank, constituting the only voting group of Deposit Bank entitled to vote on the Plan of Merger, was 2,500, which was sufficient for approval by that voting group.

As to First National: The designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger were as follows:

<u>Designation of Voting Group</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes Entitled to be Cast</u>
Common Stock	106,000	106,000

The total number of undisputed votes cast for the Plan of Merger by the sole holder of common stock of First National, constituting the only voting group of First National

entitled to vote on the Plan of Merger, was 106,000, which was sufficient for approval by that voting group.

THIRD: The effective date and time of these Articles of Merger shall be 11:59 P.M., Eastern Time, on Monday, December 31, 2007.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger
as of the 19th day of December, 2007.

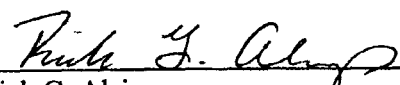
FIRST NATIONAL BANK OF LEXINGTON

By: 

TERRY E. FORCHT

Title: 

THIS INSTRUMENT PREPARED BY:


Rick G. Alsip
WYATT, TARRANT & COMBS, LLP
PNC Plaza
500 West Jefferson Street
Suite 2800
Louisville, Kentucky 40202-2898
(502) 589-5235

Reviewed 12-26-2007


By: 
Kentucky Office of
Financial Institutions

EXHIBIT A
Plan of Merger

See attached.

Agreement To Merge

among

**Deposit Bank & Trust Co.,
Tri-County National Bank,
Williamsburg National Bank,
Campbellsville National Bank,
Laurel National Bank,
Somerset National Bank,
PRP National Bank,
Boone National Bank**

and

First National Bank of Lexington

under the charter of

First National Bank of Lexington

under the title of

Forcht Bank, N.A.

This Agreement to Merge ("Agreement"), dated as of August 22, 2007, is made among

- (i) Deposit Bank & Trust Co., a banking corporation organized under the laws of Kentucky, being located at Greensburg, county of Green, in the Commonwealth of Kentucky ("Deposit"),
- (ii) Tri-County National Bank, a banking association organized under the laws of the United States, being located at Corbin, county of Knox, in the Commonwealth of Kentucky ("Tri-County"),
- (iii) Williamsburg National Bank, a banking association organized under the laws of the United States, being located at Williamsburg, county of Whitley, in the Commonwealth of Kentucky ("Williamsburg"),
- (iv) Campbellsville National Bank, a banking association organized under the laws of the United States, being located at Campbellsville, county of Taylor, in the Commonwealth of Kentucky ("Campbellsville"),
- (v) Laurel National Bank, a banking association organized under the laws of the United States, being located at London, county of Laurel, in the Commonwealth of Kentucky ("Laurel"),
- (vi) Somerset National Bank, a banking association organized under the laws of the United States, being located at Somerset, county of Pulaski, in the Commonwealth of Kentucky ("Somerset").

- (vii) PRP National Bank, a banking association organized under the laws of the United States, being located at Pleasure Ridge Park, county of Jefferson, in the Commonwealth of Kentucky ("PRP"),
- (viii) Boone National Bank, a banking association organized under the laws of the United States, being located at Burlington, county of Boone, in the Commonwealth of Kentucky ("Boone") and
- (ix) First National Bank of Lexington, a banking association organized under the laws of the United States, being located at Lexington, county of Fayette, in the Commonwealth of Kentucky ("Lexington")

(Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP, Boone and Lexington are sometimes referred to individually as the "Bank" and collectively as the "Banks"), each acting pursuant to a resolution of its board of directors, adopted by the vote of a majority of its directors, pursuant to the authority given by and in accordance with the provisions of the Act of November 7, 1918, as amended (12 USC 215a), and, in the case of Deposit, of KRS 286.3-173 and KRS 286.3-915, witnessed as follows:

This Agreement provides for the combination of nine entities under common control. Each of the Banks is a wholly-owned subsidiary of First Corbin Bancorp, Inc.

The boards of directors of Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP, Boone, Lexington, and their holding company, believe it is advisable to combine Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP, Boone and Lexington by merging Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP and Boone into Lexington (the "Merger"). It is the intention of the parties that the Merger constitute a "reorganization."

In addition to this Agreement, Lexington is entering into an Agreement and Plan of Merger with Eagle Bank, Inc., a Kentucky banking corporation with its main office in Williamstown, Kentucky, providing for the merger of Eagle Bank into Lexington after Eagle Bank becomes an indirect wholly-owned subsidiary of First Corbin Bancorp, Inc. (the "Eagle Bank Merger"). It is contemplated that the Eagle Bank Merger will become effective at the same time as the Merger provided for in this Agreement. The terms and conditions of the Eagle Bank Merger are being set out in the Agreement and Plan of Merger between Lexington and Eagle Bank, Inc.

This Agreement sets out the terms and conditions of the proposed Merger among Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP, Boone and Lexington:

Section 1.

Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP and Boone shall be merged into Lexington under the charter of the latter.

Section 2.

The name of the receiving association (hereinafter referred to as the "Surviving Bank") shall be changed to "Forcht Bank, N.A."

Section 3.

The business of the Surviving Bank shall be that of a national banking association. This business shall be conducted by the Surviving Bank at its main office to be located at 2404 Sir Barton Way, Lexington, Kentucky 40509, and at its legally established branches.

Section 4.

As of June 30, 2007, the total capital of Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP, Boone and Lexington was as follows:

A. Deposit had paid-in-capital of \$200,000.00, divided into 2,500 shares of common stock, each of \$80.00 par value, surplus of \$3,800,000.00, undivided profits, including capital reserves, of \$6,217,193.89, and gain/loss on available-for-sale securities of \$(176,764.14);

B. Tri-County had paid-in-capital of \$2,090,520.00, divided into 23,228 shares of common stock, each of \$90.00 par value, surplus of \$2,623,500.00, undivided profits, including capital reserves, of \$4,541,249.17, and gain/loss on available-for-sale securities of \$(148,980.68);

C. Williamsburg had paid-in-capital of \$906,000.00, divided into 18,120 shares of common stock, each of \$50.00 par value, surplus of \$906,000.00, undivided profits, including capital reserves, of \$4,835,244.94, and gain/loss on available-for-sale securities of \$(153,675.11);

D. Campbellsville had paid-in-capital of \$1,028,900.00, divided into 20,578 shares of common stock, each of \$50.00 par value, surplus of \$1,030,135.00, undivided profits, including capital reserves, of \$3,872,478.25, and gain/loss on available-for-sale securities of \$(68,249.87);

E. Laurel had paid-in-capital of \$2,556,000.00, divided into 51,120 shares of common stock, each of \$50.00 par value, surplus of \$2,556,000.00, undivided profits, including capital reserves, of \$3,496,252.22, and gain/loss on available-for-sale securities of \$(250,516.49);

F. Somerset had paid-in-capital of \$4,928,000.00, divided into 98,560 shares of common stock, each of \$50.00 par value, surplus of \$4,928,000.00, undivided profits, including capital reserves, of \$6,127,618.22, and gain/loss on available-for-sale securities of \$(280,136.09);

G. PRP had paid-in-capital of \$2,500,000.00, divided into 50,000 shares of common stock, each of \$50.00 par value, surplus of \$2,500,000.00, undivided profits, including capital reserves, of \$1,011,383.71, and gain/loss on available-for-sale securities of \$(192,893.16);

H. Boone had paid-in-capital of \$3,800,000.00, divided into 76,000 shares of common stock, each of \$50.00 par value, surplus of \$3,800,000.00, undivided profits, including capital reserves, of \$(2,130,377.02), and gain/loss on available-for-sale securities of \$(238,793.25); and

I. Lexington had paid-in-capital of \$5,300,000.00, divided into 106,000 shares of common stock, each of \$50.00 par value, surplus of \$5,300,000.00, undivided profits, including capital reserves, of \$(238,793.25), and gain/loss on available-for-sale securities of \$(140,328.32).

After giving effect to the Merger and to the Eagle Bank Merger, the amount of capital stock of the Surviving Bank shall be \$31,001,400, divided into 620,028 shares of common stock of the Surviving

Bank, each of \$50.00 par value, and the Surviving Bank shall have a surplus of \$37,022,655, all as further detailed on Exhibit A attached hereto and incorporated herein by this reference (including the estimated purchase accounting adjustments shown on Exhibit B as a result of the Eagle Bank Merger), and undivided profits, including capital reserves, which when combined with the capital and surplus will be equal to the combined capital structures of the merging banks as stated above as well as the combined capital structures of Lexington and Eagle Bank as part of the Eagle Bank Merger, adjusted however, in the case of both the Merger and the Eagle Bank Merger, (i) for earnings and expenses and dividends and distributions paid between June 30, 2007 and the Effective Time, (ii) any adjustments to Eagle Bank's capital structure occurring by virtue of the consummation of the merger of its holding company, Eagle Fidelity, Inc., and a First Corbin Acquisition Corp., a subsidiary of First Corbin Bancorp, Inc., (iii) any adjustment to Lexington's capital structure occurring by virtue of the consummation of the Eagle Bank Merger, and (iv) any changes to the purchase accounting adjustments shown on Exhibit B as a result of any of the foregoing; and as adjusted as follows: at the effective time and as part of the Merger, there shall be distributed by the Surviving Bank to First Corbin Bancorp, Inc., as the sole shareholder of the Surviving Bank, an amount equal to \$10,000,000, which shall constitute at the effective time of the Merger a reduction in the surplus of the Surviving Bank through such distribution of cash.

Section 5.

All assets as they exist at the effective time of the Merger shall pass to and vest in the Surviving Bank without any conveyance or other transfer. The Surviving Bank shall be responsible for all of the liabilities of every kind and description of each of the merging banks existing as of the effective time of the Merger.

Section 6.

Deposit has issued and outstanding 2,500 shares of common stock, par value \$80.00 per share. At the effective time of the Merger, each issued and outstanding share of Deposit shall, by virtue of the Merger, automatically be converted into 16 shares of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Deposit shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of 16 shares of common stock of the Surviving Bank for each share of common stock of Deposit.

Tri-County has issued and outstanding 23,228 shares of common stock, par value \$90.00 per share. At the effective time of the Merger, each issued and outstanding share of Tri-County shall, by virtue of the Merger, automatically be converted into 2.03 shares of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Tri-County shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of 2.03 shares of common stock of the Surviving Bank for each share of common stock of Tri-County.

Williamsburg has issued and outstanding 18,120 shares of common stock, par value \$50.00 per share. At the effective time of the Merger, each issued and outstanding share of Williamsburg shall, by virtue of the Merger, automatically be converted into one share of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Williamsburg shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of one share of common stock of the Surviving Bank for each share of common stock of Williamsburg.

Campbellsville has issued and outstanding 20,578 shares of common stock, par value \$50.00 per share. At the effective time of the Merger, each issued and outstanding share of Campbellsville shall, by virtue of the Merger, automatically be converted into one share of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Campbellsville shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of one share of common stock of the Surviving Bank for each share of common stock of Campbellsville.

Laurel has issued and outstanding 51,120 shares of common stock, par value \$50.00 per share. At the effective time of the Merger, each issued and outstanding share of Laurel shall, by virtue of the Merger, automatically be converted into one share of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Laurel shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of one share of common stock of the Surviving Bank for each share of common stock of Laurel.

Somerset has issued and outstanding 98,560 shares of common stock, par value \$50.00 per share. At the effective time of the Merger, each issued and outstanding share of Somerset shall, by virtue of the Merger, automatically be converted into one share of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Somerset shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of one share of common stock of the Surviving Bank for each share of common stock of Somerset.

PRP has issued and outstanding 50,000 shares of common stock, par value \$50.00 per share. At the effective time of the Merger, each issued and outstanding share of PRP shall, by virtue of the Merger, automatically be converted into one share of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of PRP shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of one share of common stock of the Surviving Bank for each share of common stock of PRP

Boone has issued and outstanding 76,000 shares of common stock, par value \$50.00 per share. At the effective time of the Merger, each issued and outstanding share of Boone shall, by virtue of the Merger, automatically be converted into one share of common stock, \$50.00 par value, of the Surviving Bank. All previously issued and outstanding certificates representing shares of the common stock of Boone shall, at the effective time of the Merger, represent the right to receive shares of common stock of the Surviving Bank at the rate of one share of common stock of the Surviving Bank for each share of common stock of Boone.

Lexington has issued and outstanding 106,000 shares of common stock, par value \$50.00 per share. Each share of common stock of Lexington issued and outstanding immediately prior to the Merger shall represent one share of common stock of the Surviving Bank at the effective time of the Merger.

Section 7.

At the effective time of the Merger, each person serving as a director of Lexington immediately prior to the effective time of the Merger shall, at the effective time of the Merger, continue to serve as a

director of the Surviving Bank until the next annual meeting of its shareholders or until such time as their successors have been elected and qualified.

Each person serving as an officer of Lexington immediately prior to the effective time of the Merger shall, at the effective time of the Merger, continue to serve as an officer of the Surviving Bank at the pleasure of the board of directors of the Surviving Bank until resignation, removal or the election of his or her successor.

Section 8.

Consummation of the Merger, and the parties' obligations under this Agreement, shall be subject to the satisfaction of the following conditions:

a. This Agreement must be ratified and confirmed by the affirmative vote of shareholders of each of the merging banks owning at least two-thirds of its capital stock outstanding, at a meeting to be held on the call of the directors of such banks or by the unanimous written consent of such shareholders in lieu of a meeting.

b. Each of Deposit, Tri-County, Williamsburg, Campbellsville, Laurel, Somerset, PRP, Boone and Lexington, and their holding company, must receive all regulatory approvals required for the consummation of the transactions contemplated by this Agreement, on terms and conditions satisfactory to it, and all applicable regulatory waiting periods must have expired.

Section 9.

Effective as of the time this Merger shall become effective as specified in the Merger approval to be issued by the Comptroller of the Currency, which shall be the same time as the effective time of the Eagle Bank Merger, the Articles of Association of Lexington shall be amended and the Articles of Association of the Surviving Bank shall read in their entirety as set forth on Exhibit B attached hereto and incorporated herein by reference.

Section 10.

This Agreement shall be ratified and confirmed by the affirmative vote of shareholders of each of the merging banks owning at least two-thirds of its capital stock outstanding, at a meeting to be held on the call of the directors of such banks or by the unanimous written consent of such shareholders in lieu of a meeting; and the Merger shall become effective at the time specified in a Merger approval to be issued by the Comptroller of the Currency of the United States.

Section 11.

This Agreement may be terminated by the unilateral action of the board of directors of any merging bank prior to the approval of the shareholders of such merging bank or by the mutual consent of the boards of all merging banks after any shareholder group has taken affirmative action.

[Signature Page and Exhibits Follow]

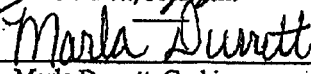
WITNESS, the signatures and seals of the merging banks this 22nd day of August, 2007, each set by its president and attested to by its cashier or operations manager, pursuant to a resolution of its board of directors, acting by a majority.

Attest:

DEPOSIT BANK & TRUST CO.

By


Joe Shuffett, President


Marla Durrett, Cashier

Attest:

TRI-COUNTY NATIONAL BANK

By

Terry Pugh, President

Kim Mills, Cashier

Attest:

WILLIAMSBURG NATIONAL BANK

By

Terrell Medley, President

Donna Bunch, Cashier

Attest:

CAMPBELLSVILLE NATIONAL BANK

By

Leroy Bratcher, President

Lisa Durham, Cashier

WITNESS, the signatures and seals of the merging banks this 22nd day of August, 2007, each set by its president and attested to by its cashier or operations manager, pursuant to a resolution of its board of directors, acting by a majority.

Attest:

DEPOSIT BANK & TRUST CO.

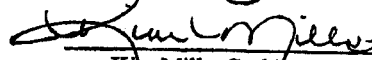
By _____
Joe Shuffett, President

Marla Durrett, Cashier

Attest:

TRI-COUNTY NATIONAL BANK

By  _____
Terry Pugh, President

 _____
Kim Mills, Cashier

Attest:

WILLIAMSBURG NATIONAL BANK

By _____
Terrell Medley, President

Donna Bunch, Cashier

Attest:

CAMPBELLSVILLE NATIONAL BANK

By _____
Leroy Bratcher, President

Lisa Durham, Cashier

WITNESS, the signatures and seals of the merging banks this 22nd day of August, 2007, each set by its president and attested to by its cashier or operations manager, pursuant to a resolution of its board of directors, acting by a majority.

Attest:

DEPOSIT BANK & TRUST CO.

By _____
Joe Shuffett, President

Marla Durrett, Cashier

Attest:

TRI-COUNTY NATIONAL BANK

By _____
Terry Pugh, President

Kim Mills, Cashier

Attest:

WILLIAMSBURG NATIONAL BANK

By Terrell Medley
Terrell Medley, President

Donna Bunch, Cashier
Donna Bunch, Cashier

Attest:

CAMPBELLSVILLE NATIONAL BANK

By _____
Leroy Bratcher, President

Lisa Durham, Cashier

WITNESS, the signatures and seals of the merging banks this 22nd day of August, 2007, each set by its president and attested to by its cashier or operations manager, pursuant to a resolution of its board of directors, acting by a majority.

Attest:

DEPOSIT BANK & TRUST CO.

By _____
Joe Shuffett, President

Marla Durrett, Cashier

Attest:

TRI-COUNTY NATIONAL BANK

By _____
Terry Pugh, President

Kim Mills, Cashier

Attest:

WILLIAMSBURG NATIONAL BANK

By _____
Terrell Medley, President

Donna Bunch, Cashier

Attest:

CAMPBELLSVILLE NATIONAL BANK

By _____
Leroy Bratcher, President

Lisa Durham, Cashier, WHP

Lisa Durham, Cashier

Attest:

LAUREL NATIONAL BANK

By Bill Woods
Bill Woods, President

Jamey Tilley, Cashier

Attest:

SOMERSET NATIONAL BANK

By _____
Donna Hunley, President

Jamey Tilley, Cashier

Attest:

PRP NATIONAL BANK

By _____
Bart Stith, President

Connie Adams, Cashier

Attest:

BOONE NATIONAL BANK

By _____
Chip Regenbogen, President

Daniel Lee, Operations Manager

Attest:

FIRST NATIONAL BANK OF LEXINGTON

By _____
Darryl M. Terry, President

Tyronicia Allen-Crutchner, Cashier

Attest:

LAUREL NATIONAL BANK

By _____
Bill Woods, President

Jamey Tilley, Cashier

Attest:

SOMERSET NATIONAL BANK

By _____
Dorsey Hall, President

Jamey Tilley, Cashier

Attest:

PRP NATIONAL BANK

By _____
Bart Stith, President

Connie Adams, Cashier

Attest:

BOONE NATIONAL BANK

By _____
Chip Regenbogen, President

Daniel Lee, Operations Manager

Attest:

FIRST NATIONAL BANK OF LEXINGTON

By _____
Darryl M. Terry, President

Tyroncia Allen-Crutchner, Cashier

Attest:

LAUREL NATIONAL BANK

By _____
Bill Woods, President

Jamey Tilley, Cashier

Attest:

SOMERSET NATIONAL BANK

By _____
Donna Hunley, President

Jamey Tilley, Cashier

Attest:

PRP NATIONAL BANK

By Bart H. Stith
Bart Stith, President

Connie Adams
Connie Adams, Cashier

Attest:

BOONE NATIONAL BANK

By _____
Chip Regenbogen, President

Daniel Lee, Operations Manager

Attest:

FIRST NATIONAL BANK OF LEXINGTON

By _____
Darryl M. Terry, President

Tyronicia Allen-Crutchner, Cashier

Attest:

LAUREL NATIONAL BANK

By _____
Bill Woods, President

Jamey Tilley, Cashier

Attest:

SOMERSET NATIONAL BANK

By _____
Donna Hunley, President

Jamey Tilley, Cashier

Attest:

PRP NATIONAL BANK

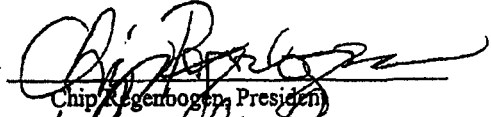
By _____
Bart Stith, President

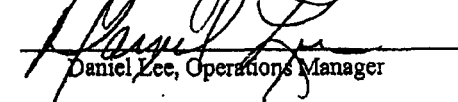
Connie Adams, Cashier

Attest:


Neil Kew, VP

BOONE NATIONAL BANK

By 
Chip Regenbogen, President


Daniel Lee, Operations Manager

Attest:

FIRST NATIONAL BANK OF LEXINGTON

By _____
Darryl M. Terry, President

Tyroncia Allen-Crutchner, Cashier

Attest:

LAUREL NATIONAL BANK

By _____
Bill Woods, President

Jamey Tilley, Cashier

Attest:

SOMERSET NATIONAL BANK

By _____
Donna Hunley, President

Jamey Tilley, Cashier

Attest:

PRP NATIONAL BANK

By _____
Bart Stith, President

Connie Adams, Cashier

Attest:

BOONE NATIONAL BANK

By _____
Chip Regenbogen, President

Daniel Lee, Operations Manager

Attest:

FIRST NATIONAL BANK OF LEXINGTON

By _____
Darryl M. Terry, President

Tyroncia Allen-Crutcher, Cashier

STATE OF KENTUCKY)
)ss:
COUNTY OF GREEN)

On this 22nd day of August, 2007, before me, a notary public for this state and county, personally came Joe Shuffett, as president, and Marla Durrett, as cashier, of Deposit Bank & Trust Co., and each in his/her capacity acknowledged this instrument to be the act and deed of the corporation.

WITNESS my official seal and signature this day and year.



(Seal of Notary)

Regina Quini Morgan
Notary Public, Green County.

My commission expires March 5th, 2011

STATE OF KENTUCKY)
)ss:
COUNTY OF KNOX)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Terry Pugh, as president, and Kim Mills, as cashier, of Tri-County National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Knox County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF WHITLEY)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Terrell Medley, as president, and Donna Bunch, as cashier, of Williamsburg National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Whitley County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF GREEN)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Joe Shuffett, as president, and Marla Durrett, as cashier, of Deposit Bank & Trust Co., and each in his/her capacity acknowledged this instrument to be the act and deed of the corporation.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Green County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF KNOX)

On this 22 day of August, 2007, before me, a notary public for this state and county, personally came Terry Pugh, as president, and Kim Mills, as cashier, of Tri-County National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Charlotte A. Atkins
Notary Public, Knox County.

My commission expires 12-29-2007

STATE OF KENTUCKY)
)ss:
COUNTY OF WHITLEY)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Terrell Medley, as president, and Donna Bunch, as cashier, of Williamsburg National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Whitley County.

My commission expires

STATE OF KENTUCKY)

)ss:
COUNTY OF GREEN)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Joe Shuffett, as president, and Maria Durrett, as cashier, of Deposit Bank & Trust Co., and each in his/her capacity acknowledged this instrument to be the act and deed of the corporation.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Green County.

My commission expires

STATE OF KENTUCKY)

)ss:
COUNTY OF KNOX)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Terry Pugh, as president, and Kim Mills, as cashier, of Tri-County National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Knox County.

My commission expires

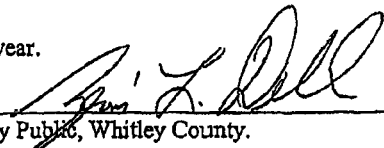
STATE OF KENTUCKY)

)ss:
COUNTY OF WHITLEY)

On this 22nd day of August, 2007, before me, a notary public for this state and county, personally came Terrell Medley, as president, and Donna Bunch, as cashier, of Williamsburg National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)



Notary Public, Whitley County.

My commission expires 11-15-2010



STATE OF KENTUCKY)
)ss:
COUNTY OF TAYLOR)

On this 22nd day of August, 2007, before me, a notary public for this state and county, personally came Leroy Bratcher, as president, and Lisa Durham, as cashier, of Campbellsville National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Dora J. Richardson
Notary Public, Taylor County.

My commission expires 10/21/07

STATE OF KENTUCKY)
)ss:
COUNTY OF LAUREL)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Bill Woods, as president, and Jamey Tilley, as cashier, of Laurel National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Laurel County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF PULASKI)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Donna Hunley, as president, and Jamey Tilley, as cashier, of Somerset National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Pulaski County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF TAYLOR)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Leroy Bratcher, as president, and Lisa Durham, as cashier, of Campbellsville National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Taylor County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF LAUREL)

On this 22nd day of August, 2007, before me, a notary public for this state and county, personally came Bill Woods, as president, and Jamey Tilley, as cashier, of Laurel National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Jamey Tilley
Notary Public, Laurel County.

My commission expires 1-17-2010

STATE OF KENTUCKY)
)ss:
COUNTY OF PULASKI)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Donna Hunley, as president, and Jamey Tilley, as cashier, of Somerset National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Pulaski County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF TAYLOR)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Leroy Bratcher, as president, and Lisa Durham, as cashier, of Campbellsville National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Taylor County.

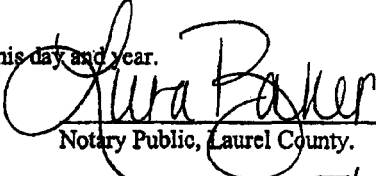
My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF LAUREL)

On this 23 day of August, 2007, before me, a notary public for this state and county, personally came Bill Woods, as president, and Jamey Tilley, as cashier, of Laurel National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)



Notary Public, Laurel County.

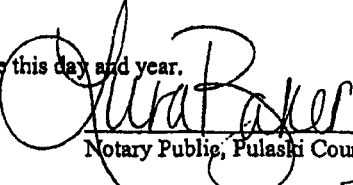
My commission expires 5/8/08

STATE OF KENTUCKY)
)ss:
COUNTY OF PULASKI)

On this 23 day of August, 2007, before me, a notary public for this state and county, personally came Dorsey Hall, as president, and Jamey Tilley, as cashier, of Somerset National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)



Notary Public, Pulaski County.

My commission expires 5/8/08

STATE OF KENTUCKY)
)ss:
COUNTY OF JEFFERSON)

On this 22 day of August, 2007, before me, a notary public for this state and county, personally came Bart Stith, as president, and Connie Adams, as cashier, of PRP National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Christina Galleorge
Notary Public, Jefferson County.

My commission expires

7/30/2009

STATE OF KENTUCKY)
)ss:
COUNTY OF BOONE)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Chip Regenbogen, as president, and Daniel Lee, as operations manager, of Boone National Bank, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Boone County.

My commission expires

STATE OF KENTUCKY)
)ss:
COUNTY OF FAYETTE)

On this _____ day of August, 2007, before me, a notary public for this state and county, personally came Darryl M. Terry, as president, and Tyroncia Allen-Crutchner, as cashier, of First National Bank of Lexington, and each in his/her capacity acknowledged this instrument to be the act and deed of the association.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Notary Public, Fayette County.

My commission expires

15187989.3

Exhibit A

Summary of Combined Capital Stock and Surplus of the Surviving Bank

Exhibit A

Paid in Capital and Surplus Before the Mergers (As of June 30, 2007)

Name of Bank	Number of Outstanding Shares	Existing Par Value Per Share	Capital Stock	Surplus
Boone National Bank	76,000.00	\$ 50.00	\$ 3,800,000.00	\$ 3,800,000.00
Campbellsville National Bank	20,578.00	\$ 50.00	\$ 1,028,900.00	\$ 1,030,135.00
Deposit Bank & Trust Co.	2,500.00	\$ 80.00	\$ 200,000.00	\$ 3,800,000.00
Laurel National Bank	51,120.00	\$ 50.00	\$ 2,556,000.00	\$ 2,556,000.00
PRP National Bank	50,000.00	\$ 50.00	\$ 2,500,000.00	\$ 2,500,000.00
Somerset National Bank	98,560.00	\$ 50.00	\$ 4,928,000.00	\$ 4,928,000.00
Tri-County National Bank	23,228.00	\$ 90.00	\$ 2,090,520.00	\$ 2,623,500.00
Williamsburg National Bank	18,120.00	\$ 50.00	\$ 906,000.00	\$ 906,000.00
Eagle Bank, Inc.	125,000.00	\$ 5.00	\$ 625,000.00	\$ 5,000,000.00
First National Bank of Lexington	106,000.00	\$ 50.00	\$ 5,300,000.00	\$ 5,300,000.00
Total	571,106.00		\$ 23,934,420.00	\$ 32,443,635.00

Paid in Capital and Surplus After the Mergers and Purchase Accounting Adjustments (As of June 30, 2007)

Name of Bank	Number of Outstanding Shares	Exchange Ratio(1)	Number of Surviving Bank Shares	Par Value Per Share of the Surviving Bank	Capital Stock	Surplus Before Adjustments and Distribution	Purchase Accounting Adjustments(2)	Surplus After Adjustments
Boone National Bank	76,000.00	1.00	76,000.00	\$ 50.00	\$ 3,800,000.00	\$ 3,800,000.00	\$ -	\$ 3,800,000.00
Campbellsville National Bank	20,578.00	1.00	20,578.00	\$ 50.00	\$ 1,028,900.00	\$ 1,030,135.00	\$ -	\$ 2,000,000.00
Deposit Bank & Trust Co.	2,500.00	16.00	40,000.00	\$ 50.00	\$ 2,000,000.00	\$ 2,556,000.00	\$ -	\$ 2,556,000.00
Laurel National Bank	51,120.00	1.00	51,120.00	\$ 50.00	\$ 2,556,000.00	\$ 2,500,000.00	\$ -	\$ 4,928,000.00
PRP National Bank	50,000.00	1.00	50,000.00	\$ 50.00	\$ 2,500,000.00	\$ 2,396,520.00	\$ -	\$ 2,396,520.00
Somerset National Bank	98,560.00	1.00	98,560.00	\$ 50.00	\$ 4,928,000.00	\$ 906,000.00	\$ -	\$ 5,300,000.00
Tri-County National Bank	23,228.00	2.03	47,150.00	\$ 50.00	\$ 2,357,500.00	\$ -	\$ 21,646,000.00	\$ 21,646,000.00
Williamsburg National Bank	18,120.00	1.00	18,120.00	\$ 50.00	\$ 906,000.00	\$ -	\$ -	\$ 906,000.00
Eagle Bank, Inc.	125,000.00	0.90	112,500.00	\$ 50.00	\$ 5,625,000.00	\$ -	\$ -	\$ 5,625,000.00
First National Bank of Lexington	106,000.00	1.00	106,000.00	\$ 50.00	\$ 5,300,000.00	\$ -	\$ -	\$ 5,300,000.00
Total	571,106.00		620,028.00	\$ 50.00	\$ 31,001,400.00	\$ 25,376,655.00	\$ -	\$ 37,022,655.00

Summary

Surviving Bank	
Number of Outstanding Shares	620,028.00
Par Value Per Share of the Surviving Bank	50.00
Capital Stock	\$ 31,001,400.00
Surplus After Adjustments(3)	\$ 37,022,655.00

(1) Number of Shares of the Surviving Bank of the Mergers into which the Shares of the Merging Banks Convert in the Mergers
(2) Estimated purchase accounting adjustment to surplus for the acquisition of Eagle Bank, Inc. based on June 30, 2007 numbers and subject to change.
(3) Reflects \$10,000,000 reduction in the surplus of the Surviving Bank by having the Surviving Bank make a distribution of \$10,000,000 in cash to its sole shareholder, First Carbin Bancorp, at the effective time of the merger. The effect of this distribution in the merger is to reduce the surplus of the Surviving Bank from \$47,022,655 to \$37,022,655.

Exhibit B

Articles of Association

**Articles of Association
of
Forcht Bank, N.A.**

FIRST. The title of this association shall be Forcht Bank, N.A.

SECOND. The main office of this association shall be located in Lexington, County of Fayette and Commonwealth of Kentucky.

The general business of this association shall be conducted at its main office and its branches.

THIRD. The board of directors of this association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the association or of a holding company owning the association, with either an aggregate par, fair market or equity value of \$1,000. Determination of these values may be based as of either (i) the date of purchase, or (ii) the date the person became a director, whichever value is greater. Any combination of common or preferred stock of the association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders when the number was 15 or less; or (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Directors shall be elected for terms of one year and until their successors are elected and qualified. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless they resign or are removed from office.

Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the association or the presence of a quorum for any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefore in the Bylaws, or if that day falls on a legal holiday in the state in which the association is located, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases, at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

In all elections of directors, the number of votes cast by each common shareholder will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. If, after the first ballot, subsequent ballots are necessary to elect directors, a shareholder may not vote shares that he or she has already fully cumulated and voted in favor of a successful candidate. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her. If the issuance of preferred stock with voting rights has been approved by the OCC and authorized by a vote of shareholders owning a majority of the common stock of the association after receiving not less than five days notification by registered or certified mail pursuant to action taken by the board of directors, preferred shareholders will have cumulative voting rights and will be included within the same class as common shareholders, to elect directors.

Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the president of the association no less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the president of the association no later than the close of business on the seventh day following the day on which notice of the meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

- (1) The name and address of each proposed nominee.
- (2) The principal occupation of each proposed nominee.
- (3) The total number of shares of capital stock of the association that will be voted for each proposed nominee.
- (4) The name and residence address of the notifying shareholder.

- (5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and the vote tellers may disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove him or her, when notice of the meeting states that the purpose or one of the purposes is to remove him or her, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause, provided that, however, a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of this association shall be 750,000 shares of common stock of the par value of fifty dollars (\$50.00) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the association, whether now or hereafter authorized, or to any obligations convertible into stock of the association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix. Preemptive rights also must be approved by a vote of holders of two-thirds of the bank's outstanding voting shares.

Unless otherwise specified in the Articles of Association or required by law, (1) all matters requiring shareholder action, including amendments to the Articles of Association, must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Holders of shares of common stock shall be entitled to receive, pro rata based on the number of shares then held, the net assets of the association upon dissolution.

Shares of common stock may be issued as a dividend on a pro rata basis and without consideration. Unless otherwise provided by the board of directors, the record date for

determining shareholders entitled to a share dividend shall be the date authorized by the board of directors for the share dividend.

Unless otherwise provided in the Bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to a stock dividend, consolidation or merger, reverse stock split or otherwise, the association may: (a) issue fractional shares; or (b) in lieu of the issuance of fractional shares, issue script or warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; or (c) if there is an established and active market in the association's stock, make reasonable arrangements to allow the shareholder to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; or (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers, and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the association upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights, unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) that the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the association and the proceeds paid to scripsholders.

The association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this association, and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the association, and such other officers and employees as may be required to transact the business of this association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors according to the Bylaws.

The board of directors shall have the power to:

- (1) Define the duties of the officers, employees, and agents of the association.
- (2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the association.
- (3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
- (4) Dismiss officers and employees.
- (5) Require bonds from officers and employees and to fix the penalty thereof.
- (6) Ratify written policies authorized by the association's management or committees of the board.
- (7) Regulate the manner in which any increase or decrease of the capital of the association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association according to law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.
- (8) Manage and administer the business and affairs of the association.
- (9) Adopt initial Bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the association.
- (10) Amend or repeal the Bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to shareholders.
- (11) Make contracts.
- (12) Generally perform all acts that are legal for a board of directors to perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to any authorized branch within the limits of Lexington, Kentucky without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of such association for a relocation outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of Lexington, Kentucky, but not more than 30 miles beyond such limits. The board of directors shall have the power to establish or change the location of any branch or branches of the association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of this association, or any one or more shareholders owning, in the aggregate, not less than twenty percent of the stock of this association, may call a special meeting of shareholders at any time. Unless otherwise provided by the Bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60, days prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this association. Unless otherwise provided by the Bylaws, any action requiring approval of shareholders must be affected at a duly called annual or special meeting.

TENTH. The association may make or agree to make indemnification payments to an institution-affiliated party, as defined at 12 USC 1813(u), for an administrative proceeding or civil action initiated by any federal banking agency, that are reasonable and consistent with the requirements of 12 USC 1828(k) and the implementing regulations thereunder.

The association may indemnify an institution-affiliated party, as defined at 12 USC 1813(u), for damages and expenses, including the advancement of expenses and legal fees, in cases involving an administrative proceeding or civil action not initiated by a federal banking agency, in accordance with the law of the Commonwealth of Kentucky, being the state in which the main office of the association is located, provided such payments are consistent with safe and sound banking practices.

The association may purchase insurance to indemnify its directors, officers and other employees to the extent that such indemnification is allowed in these articles of association, except that any such insurance shall exclude coverage for a formal order assessing civil money penalties against any director, officer or other employee of the association. Such insurance may, but need not, be for the benefit of all directors, officers or employees.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The association's board of directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

TWELFTH. No director shall be personally liable to the association or its shareholders for monetary damages for breach of his or her duties as a director except to the extent that the Comptroller of the Currency or the Kentucky Business Corporation Act, from time to time in effect, shall provide that such liability may not be eliminated or limited.

Neither the amendment nor repeal of this Article Twelfth shall affect the liability of any director of the association with respect to any act or failure to act which occurred prior to such amendment or repeal.

This Article Twelfth is not intended to eliminate or limit any protection otherwise available to the directors of the association.