
COMMISSIONER

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Michael G. Adams
Kentucky Secretary of State
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ARTICLES OF MERGER
OF
CITIZENS COMMERCE BANK, INC.,
A KENTUCKY BANKING CORPORATION,
WITH AND INTO
CITY NATIONAL BANK OF WEST VIRGINIA,
A NATIONAL BANKING ASSOCIATION

Pursuant to the provisions of KRS 286.3-173 *et. seq.* of the Kentucky Financial Services Code, Citizens Commerce Bank, Inc., a Kentucky banking corporation, and City National Bank of West Virginia, a national banking association, desiring to effect a merger (the "Merger"), hereby adopt the following Articles of Merger:

1. The name of the surviving business entity is City National Bank of West Virginia, doing business in the state of Kentucky under the name City National Bank of West Virginia Inc. (the "Surviving Bank").
2. The name of the corporation not surviving the Merger is Citizens Commerce Bank, Inc. (the "Merging Bank").
3. The issued and outstanding Merging Bank shares of common stock shall be cancelled in accordance with that certain Agreement and Plan of Merger entered into between Merging Bank and Surviving Bank, dated as of October 18, 2022 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A. As set forth in the Plan of Merger, the Merger is subject to and immediately follows the closing of the parent merger between Citizens Commerce Bancshares, Inc. and City Holding Company, Inc.
4. The Plan of Merger was approved by resolution adopted by the written consent of the sole shareholder of the Surviving Bank pursuant to which all of the shares entitled to vote on the Plan of Merger approved the Plan of Merger. The number of votes cast for the Plan of Merger by the sole shareholder pursuant to the written consent was sufficient for approval of the Plan of Merger.
5. Merging Bank has 600,000 shares of common stock authorized of which 239,564 shares are issued and outstanding. The Plan of Merger was approved by resolution adopted by the written consent of the sole shareholder of Merging Bank pursuant to which all of the shares entitled to vote on the Plan of Merger approved the Plan of Merger. The number of votes cast for the Plan of Merger by the sole shareholder pursuant to the written consent was sufficient for approval of the Plan of Merger.
6. The effective time and date of these Articles of Merger shall be March 10, 2023 at 5:01 p.m. Charleston, West Virginia time.
7. No changes are to be made to the Surviving Company's Articles of Incorporation.

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IN WITNESS WHEREOF, each of the parties hereto has caused these Articles of Merger to be executed by an authorized individual.

March 10, 2023

CITIZENS COMMERCE BANK, INC.

By: Michelle Oxley
Name: Michelle Oxley
Title: President

CITY NATIONAL BANK OF WEST VIRGINIA

By: _____
Name: Charles R. Hageboeck
Title: President and Chief Executive Officer

[Signature page to Bank Articles of Merger]

IN WITNESS WHEREOF, each of the parties hereto has caused these Articles of Merger to be executed by an authorized individual.

March 10, 2023

CITIZENS COMMERCE BANK, INC.

By: _____
Name: Michelle Oxley
Title: President

CITY NATIONAL BANK OF WEST VIRGINIA

By: Charles R. Hageboeck
Name: Charles R. Hageboeck
Title: President and Chief Executive Officer

[Signature page to Bank Articles of Merger]

EXHIBIT A
PLAN AND AGREEMENT OF MERGER

See attached.

AGREEMENT AND PLAN OF MERGER

This is an Agreement and Plan of Bank Merger (this “Agreement”) dated as of October 18, 2022, between City National Bank of West Virginia, a national banking association, being located in Charleston, Kanawha County, West Virginia (“City National”), and Citizens Commerce Bank, Inc. a Kentucky banking corporation, being located in Versailles, Woodford County, Kentucky (“Citizens Commerce”).

RECITALS

A. City Holding Company, a West Virginia corporation (“City”), owning all of the outstanding shares of City National, and Citizens Commerce Bancshares, Inc., a Kentucky corporation (“Citizens”), owning all of the outstanding shares of Citizens Commerce, entered into an Agreement and Plan of Merger (the “Merger Agreement”), dated October 18, 2022, pursuant to which Citizens will merge with and into City, with City being the surviving corporation (“Parent Merger”).

B. The Merger Agreement contemplates that immediately following the consummation of the Parent Merger, Citizens Commerce is to be merged with and into City National (the “Subsidiary Merger”).

C. In consideration of the recitals and the mutual agreements, covenants and undertakings contained herein and for the purpose of setting forth the terms and conditions of the Subsidiary Merger, the parties, intending to be legally bound, agree as follows:

AGREEMENTS

1. The Parties.

A. City National. City National is a national banking association organized under the laws of the United States of America with its principal office in Charleston, West Virginia. As of the date hereof, the authorized capital stock of City National consists of 131,250 shares of common stock, \$5.00 par value (“City National Common Stock”), of which 123,701 are issued and outstanding, fully paid and nonassessable and held by City. As of September 30, 2022, City National had paid-in-capital of \$392,521,000 divided into 123,701 shares of common stock, each of \$5.00 par value, surplus of \$391,903,000, and undivided profits, including capital reserves, of \$256,073,000.

B. Citizens Commerce. Citizens Commerce is a Kentucky banking corporation with its principal office in Versailles, Kentucky. The authorized capital stock of Citizens Commerce consists of 600,000 shares of common stock, \$12.00 par value (“Citizens Commerce Common Stock”), of which 239,564 shares are issued and outstanding, fully paid and nonassessable and currently held by Citizens. As of September 30, 2022, Citizens Commerce had paid-in-capital of \$2,874,768, divided into 239,564 shares of common stock, each of \$12.00 par value, surplus of \$24,300,978, and undivided profits, including capital reserves, of \$8,176,220.

C. Banking Offices. Attached as Exhibit A is a listing of all of the banking offices of City National and Citizens Commerce as of the date of this Plan. City’s main office and branches are currently located in West Virginia, Kentucky, Virginia and Ohio, and Citizens Commerce’s main office

and branches are all currently located in Kentucky. All of the existing banking offices will be retained in the Subsidiary Merger.

2. Subsidiary Merger. At the Effective Time (as hereinafter defined) and upon the terms and conditions set forth in this Agreement, Citizens Commerce shall be merged with and into City National under the charter of the latter. City National will be the receiving association in the Subsidiary Merger, and City National shall continue in existence as the surviving bank of the merger (the “Surviving Bank”).

3. Authorization. The Board of Directors of City National and its sole shareholder, City, have unanimously approved this Plan, authorized its execution, and authorized the performance by City National hereunder and the consummation of the transactions contemplated hereby. The Board of Directors of Citizens Commerce and its sole shareholder, Citizens, have unanimously approved this Plan, authorized its execution, and authorized the performance by Citizens Commerce hereunder and the consummation of the transactions contemplated hereby.

4. Statutory Merger. The Subsidiary Merger shall be effected in accordance with the provisions of 12 USC 215a, and, in the case of Citizens Commerce, of Section 286.3-173 of the Kentucky Revised Statutes. Subject to consummation of the Parent Merger and the other provisions of this Agreement, immediately after the Parent Merger, City National and Citizens Commerce shall cause such certificates or articles of merger and such other documents and certificates as are necessary to be executed and delivered for filing to the Office of the Comptroller of the Currency, the West Virginia Secretary of State and the Kentucky Secretary of State (“Merger Certificates”).

5. Effective Time. The Bank Merger shall become effective as specified in the approval to be issued by the Comptroller of the Currency (the “Effective Time”). In any event, the Effective Time shall not occur until after the effective time of the Parent Merger.

4. Articles of Association and Regulations. The Articles of Association of City National, as in effect at the Effective Time, shall be the Articles of Association of the Surviving Bank, until they shall be thereafter altered, amended, or repealed in accordance with law. Until amended or repealed as therein provided, the Bylaws of City National in effect at the Effective Time shall be the Bylaws of the Surviving Bank.

5. Directors and Officers. The directors and officers of City National shall be the directors and officers of the Surviving Bank until the next annual meeting of shareholders and directors of Surviving Bank, unless their tenure as officers or directors is sooner terminated.

6. Names and Offices. The name of the Surviving Bank shall be “City National Bank of West Virginia.” The main office of the Surviving Bank shall be the main office of City National immediately prior to the Effective Time. All branch offices of City National and offices of Citizens Commerce which were in lawful operation immediately prior to the Effective Time shall be the branch offices of the Surviving Bank upon consummation of the Subsidiary Merger, subject to the opening or closing of any offices which may be authorized by City National or Citizens Commerce and applicable regulatory authorities after the date hereof.

7. Conversion of Citizens Commerce Shares. At the Effective Time, each issued and outstanding share of Citizens Commerce capital stock shall automatically by virtue of the Subsidiary Merger be canceled without payment.

8. City National Capital Stock. The shares of City National capital stock issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall not be affected by the Subsidiary Merger.

9. Certain Effects of Merger. At the Effective Time, in addition to the effects otherwise provided by the laws of the United States and Kentucky, City National and Citizens Commerce shall become a single corporation and the separate existence of Citizens Commerce shall cease. Surviving Bank shall possess all the rights, privileges, powers and franchises of both a public and private nature of Citizens Commerce subject to all of its restrictions, disabilities and duties, and shall also possess all of the property (real, personal and mixed) and all debts due to Citizens Commerce. All other things or belonging to Citizens Commerce shall be vested in the Surviving Bank; and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be the property of the Surviving Bank, and the title to any real estate vested by deed or otherwise in Citizens Commerce shall not revert or be in any way impaired by reason of the Subsidiary Merger. All rights of creditors and all liens of Citizens Commerce shall be preserved unimpaired, and all debts, liabilities and duties of Citizens Commerce shall at the Effective Time become obligations of the Surviving Bank and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

10. Termination. This Agreement shall be terminated upon the agreement of the parties hereto. In addition, this Agreement shall terminate automatically upon termination of the Merger Agreement prior to the consummation of the Parent Merger.

11. Conditions. The respective obligations of each party hereto to effect the Subsidiary Merger shall be subject to: (a) the consummation of the Parent Merger; and (b) the receipt of all approvals and consents of regulatory authorities required by law to effect the Subsidiary Merger.

12. Amendment. On or before the Effective Time, the parties may amend, modify or supplement this Plan of Merger in the manner as may be agreed upon between the parties in writing.

13. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original but all of which together shall constitute one agreement.

14. Governing Law. This Agreement shall be governed in all respects by the laws of the United States and the laws of the Commonwealth of Kentucky, with the laws of the United States governing in case of any conflict or inconsistency.

15. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof.

16. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

[Signature Page Follows]

WITNESS, the signatures and seals of the merging banks this 18th day of October, 2022, each set by its president and attested to by its cashier or secretary, pursuant to a resolution of its board of directors, acting by a majority.

**CITY NATIONAL BANK OF
WEST VIRGINIA**

CITIZENS COMMERCE BANK, INC.

By: Charles R. Hageboeck
Charles R. Hageboeck, President
& CEO

By: _____
Michelle Oxley, President

By: Victoria A. Faw
Victoria A. Faw, Secretary
& Senior Vice President

By: _____
Eli Barber, Secretary

WITNESS, the signatures and seals of the merging banks this 18th day of Oct., 2022, each set by its president and attested to by its cashier or secretary, pursuant to a resolution of its board of directors, acting by a majority.

**CITY NATIONAL BANK OF
WEST VIRGINIA**

CITIZENS COMMERCE BANK, INC.

By: _____
Charles R. Hageboeck, President
& CEO

By: Michelle Oxley
Michelle Oxley, President

By: _____
Victoria A. Faw, Secretary
& Senior Vice President

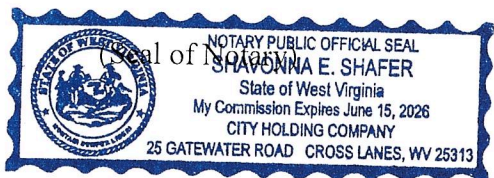
By: Eli Barber
Eli Barber, Secretary

STATE OF WEST VIRGINIA)

COUNTY OF Kanawha) ss:

On this 18th day of October, 2022, before me, a notary public for this state and county, personally came Charles R. Hageboeck, as president, and Victoria A. Faw, as secretary, of City 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.



Shaonna Shafer
Notary Public, Kanawha County

My commission expires June 15, 2026

COMMONWEALTH OF KENTUCKY)

COUNTY OF _____) ss:

On this ____ day of _____, 202__, before me, a notary public for this state and county, personally came Michelle Oxley, as president, and Eli Barber, as secretary, of Citizens Commerce Bank, Inc. 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, Woodford County.

My commission expires _____

STATE OF WEST VIRGINIA)

COUNTY OF _____) ss:

On this ____ day of _____, 202__, before me, a notary public for this state and county, personally came Charles R. Hageboeck, as president, and Victoria A. Faw, as secretary, of City 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, Kanawha County

My commission expires _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF Woodford) ss:

On this 18th day of October, 2022, before me, a notary public for this state and county, personally came Michelle Oxley, as president, and Eli Barber, as secretary, of Citizens Commerce Bank, Inc. 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)

Jeri Lane Neal
Notary Public, Woodford County.

My commission expires 8-24-26
KYNP 57743

Exhibit A

Citizens Commerce Banking Offices:

- Fayette County, Kentucky:** 4097 Nichols Park Drive
Lexington, KY 40503
- Franklin County, Kentucky:** 108 Sea Hero Road
Frankfort, KY 40601
- Jessamine County, Kentucky:** 714 South Main Street
Nicholasville, KY 40356
- Woodford County, Kentucky:** 231 South Main Street
Versailles, KY 40383
- 534 Marsailles Road
Versailles, KY 40383
- 534 Marsailles Road¹
Versailles, KY 40383

City National Banking Offices:

¹ Limited service – Messenger Office

Office/Branch Number Address
<p>Beaver - #86 212 Airport Road Beaver, WV 25813</p>
<p>Cross Roads - #62 5517 Robert C Byrd Dr Mt Hope WV 25880</p>
<p>Eisenhower - #52 902 N. Eisenhower Dr. Beckley, WV 25801</p>
<p>Harper Road - #63 1723 Harper Road Beckley, WV 25801</p>
<p>Hinton - #83 515 Stokes Dr. Hinton, WV 25951</p>
<p>Main & Kanawha - #66 101 So. Kanawha St. Beckley, WV 25801</p>
<p>Park Avenue - #61 One Park Avenue Beckley, WV 25801</p>
<p>Princeton - #88 191 Greasy Ridge Road Princeton, WV 24739</p>
<p>Sophia Wal-Mart - #17 One Park Avenue Beckley, WV 25801</p>
<p>Alderson - #57 2213 Alta Drive Alderson, WV 24910</p>
<p>Fairlea, Krogers - #58 176 Red Oak Shopping Center Roncerverte, WV 24970</p>
<p>Lewisburg - #59 809 Jefferson St., S Lewisburg, WV 24901</p>
<p>Marlinton - #81 300 8th Street P.O. Box 58 Marlinton, WV 24954</p>
<p>North Lewisburg - #60 130 Piery Drive P.O. Box 387</p>

Lewisburg, WV 24901

Rainelle - #49

732 Main Street
Rainelle, WV 25962-1245

Rupert - #56

709 Nicholas St.
Rupert, WV 25984

Berkeley Springs - #75

149 N. Washington St.
Berkeley Springs, WV 25411

Charles Town - #74

1034 S. George Street
Charles Town, WV 25414

Edwin Miller Blvd - #73

255 Administrative Drive
Martinsburg, WV 25404

Inwood - #76

142 Sader Drive
P.O. Box 1579
Inwood, WV 25428

King Street - #71

1700 West King Street
Martinsburg, WV 25401

Potomac Marketplace - #84

75 West Virginia Way
Potomac Marketplace
Ranson, WV 25438

Spring Mills - #87

88 Cordial Court
Falling Waters, WV 25419

Flatwoods - #80

3859 Sutton Lane
Sutton, WV 26601

Gassaway - #79

324 Elk Street
Gassaway, WV 26624

Sutton - #78

101 Second St.
Sutton, WV 26601

Downtown Charleston - #10

10 Hale Street, Suite 100
Charleston, WV 25301

Kanawha City - #1

3601 MacCorkle Ave., SE
Charleston, WV 25304

South Charleston - #2
4110 MacCorkle Avenue, SW
South Charleston, WV 25309

South Hills - #4
1004 Bridge Road
Charleston, WV 25314

Southridge Wal-Mart - #16
2700 Mountaineer Blvd.
South Charleston, WV 25309

West Side - #3
120 Kanawha Blvd. W.
Charleston, WV 25302

Worthington - #121
923 North High St
Worthington, OH 43085

Cross Lanes - #5
308 Goff Mountain Road
Cross Lanes, WV 25313

Eleanor - #7
946 Roosevelt Blvd.
P.O. Box 513
Eleanor, WV 25070

Hurricane - #47
39 Raymond Peak Way
Hurricane, WV 25526

Teays Valley - #11
100 Poplar Fork Rd.
P.O. Box 250
Scott Depot, WV 25560

Winfield - #8
74 Wall Street
Winfield, WV 25213-9662

Dunbar - #13
304 10th Street
Dunbar, WV 25064

Gauley Bridge - #32
1 Main Street
Gauley Bridge, WV 25085

Glasgow - #31
102 Melrose Drive
Glasgow, WV 25086

Marmet - #9
9005 MacCorkle Ave., SE
Marmet, WV 25315

<p>Montgomery #30 320 4th Avenue P.O. Box 1109 Montgomery, WV 25136</p>
<p>St. Albans - #6 560 4th Street St. Albans, WV 25177</p>
<p>Ashland Main - #125 1500 Carter Avenue Ashland, KY 41101</p>
<p>Ashland Wal-Mart - #18 351 River Hill Drive Ashland, KY 41101</p>
<p>Cannonsburg - #127 9431 U.S. 60 Ashland, KY 41102</p>
<p>Flatwoods, KY - #128 1608 Argillite Rd P.O. Box 1042 Flatwoods, KY 41139</p>
<p>Grayson - #19 575 N. Carol Malone Blvd Grayson, KY 41143</p>
<p>Greenup - #28 1414 Ashland Road Greenup, KY 41144</p>
<p>King's Daughters - #101 617 23rd Street, Suite 104 Ashland, KY 41101</p>
<p>Louisa - #130 119 North Main Cross Street Louisa, KY 41230</p>
<p>Painstville Mayo - #29 440 N. Mayo Trail Paintsville, KY 41240</p>
<p>Paintsville Suburban - #33 603 South Mayo Trail Paintsville, KY 41240</p>
<p>Russell - #25 1500 Diederich Blvd Russell, KY 41169</p>
<p>South Shore - #131 33 McKell Lane South Shore, KY 41175</p>
<p>Carlisle - #117 386 West Main St Carlisle, KY 40311</p>

<p><i>Cynthiana Southside - #116</i> 698 US Hwy 27 S Cynthiana, KY 41031</p>
<p><i>Lexington Main - #110</i> 318 East Main Street Lexington, KY 40507</p>
<p><i>Mt. Sterling - #114</i> 101 Commonwealth Drive Mt. Sterling, KY 40353</p>
<p><i>Nicholasville - #113</i> 150 South Main St Nicholasville, KY 40356</p>
<p><i>Palomar - #111</i> 3750 Palomar Centre Drive Lexington, KY 40513</p>
<p><i>Tates Creek - #112</i> 3616 Walden Drive Lexington, KY 40517</p>
<p><i>Front Royal - #201</i> 600 Commerce Ave. Front Royal, VA 22630</p>
<p><i>Stephens City - #205</i> 100 Elizabeth Drive Stephens City, VA 22655</p>
<p><i>Strasburg - #202</i> 33230 Old Valley Pike P.O. Box 88 Strasburg, VA 22657</p>
<p><i>Jubal Early - #203</i> 1830 Valley Avenue Winchester, VA 22601</p>
<p><i>Woodstock - #204</i> 1001 South Main Street Woodstock, VA 22664</p>
<p><i>Mason - #22</i> 1711 Second St Mason, WV 25260</p>
<p><i>New Haven - #21</i> 413 5th St. P.O. Box 188 New Haven, WV 25265</p>
<p><i>Pt. Pleasant - #20</i> 2212 Jackson Ave. P.O. Box 518 Pt. Pleasant, WV 25550</p>
<p><i>Ripley - #26</i></p>

108 Church St., North
Ripley, WV 25271

Ripley(Remote location)

110 Church St., South
Ripley, WV 25271

Ripley Wal-Mart- #37

200 Academy Drive
Ripley, WV 25271

Buena Vista - #225

128 West 21st St.
Buena Vista, VA 24416

Lexington - #227

102 Walker Street
Lexington, VA 24450

Raphine - #229

2134 Raphine Road
P.O. Box 132
Raphine, VA 24472

Richmond Road - #230

101 Community Way
Staunton, VA 24401

Staunton Downtown - #228

38 North Central Avenue
Staunton, VA 24401

Stuarts Draft - #231

2658 Stuarts Draft Highway
Stuarts Draft, VA 24477

Verona - #232

21 Dick Huff Lane
Verona, VA 24482

Waynesboro - #233

2934 West Main Street
Waynesboro, VA 22980

Chesapeake - #39

3871 State Route 7
Chesapeake, OH 45619

Ironton - #98

506 Park Avenue
Ironton, OH 45638

Proctorville - #97

201 State Street
Proctorville, OH 45669

Twentieth Street - #34

1900 3rd Ave.
Huntington, WV 25703

University - #35
1751 5th Ave.
Huntington, WV 25703

Wayne - #38
10366 Route 152
Wayne, WV 25570

Hamlin - #44
8028 Lynn Ave.
Hamlin, WV 25523

Milton - #41
1041 Church St.
Milton, WV 25541

Pea Ridge - #40
5263 US Rt. 60 East
Huntington, WV 25705

West Hamlin - #42
6888 McClellan St.
West Hamlin, WV 25571

Bridgeport - #46
1216 Johnson Ave.
Bridgeport, WV 26330

Clarksburg - #45
115 West Main St.
Clarksburg, WV 26301

Morgantown - #48
1182 Pineview Drive
Morgantown, WV 26505