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MAY 18 2016

C McNAIR

W21K IN



CORPORATION SERVICE COMPANY

2711 Centerville Road • Wilmington, DE 19808-1645

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

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ACCOUNT NO. : I20000000195

REFERENCE : 144185 4307993

AUTHORIZATION :

COST LIMIT : \$ 78.75

FILED
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ORDER DATE : May 17, 2016

ORDER TIME : 9:53 AM

ORDER NO. : 144185-015

CUSTOMER NO: 4307993

ARTICLES OF MERGER

CORNERSTONE COMMUNITY BANK

INTO

REPUBLIC BANK & TRUST COMPANY

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER OF
CORNERSTONE COMMUNITY BANK,
A FLORIDA CORPORATION,
WITH AND INTO
REPUBLIC BANK & TRUST COMPANY,
A KENTUCKY CORPORATION

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 MAY 17 PM 3:35

Pursuant to the provisions of the Florida Business Corporation Act (the "Act"), Republic Bank & Trust Company, a Kentucky corporation ("Republic"), and Cornerstone Community Bank, a Florida corporation ("Cornerstone"), do hereby adopt the following Articles of Merger:

FIRST: The corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Republic and Cornerstone. The surviving corporation in the Merger is Republic.

SECOND: The Plan of Merger is set forth in the Agreement and Plan of Merger by and between Republic and Cornerstone dated as of October 6, 2015. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective at 5:04 p.m. Eastern Standard Time on May 17, 2016 in accordance with the provisions of the Act (the "Effective Date").

FOURTH: The Agreement and Plan of Merger was adopted by the board of directors of Republic on October 6, 2015 and by the shareholder of Republic on October 6, 2015. The Agreement and Plan of Merger was adopted by the board of directors of Cornerstone on October 6, 2015 and by the shareholder of Cornerstone on October 6, 2015. The Agreement and Plan of Merger was approved by Cornerstone in accordance with the applicable provisions of the Act and was approved by Republic in accordance with the applicable provisions of Kentucky law.

FIFTH: The Articles of Incorporation of Republic shall serve as the Articles of Incorporation of the surviving corporation, until subsequently amended in accordance with applicable law.

SIXTH: The address of Republic is 600 West Market Street, Louisville, KY 40202.

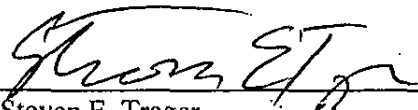
SEVENTH: Republic is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Cornerstone.

EIGHTH: Republic has agreed to promptly pay to the dissenting shareholders of Cornerstone the amount, if any, to which they are entitled under Section 607.1302 of the Act.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed effective as of the Effective Date.

REPUBLIC BANK & TRUST COMPANY

By: 
Steven E. Trager,
Chairman and CEO

CORNERSTONE COMMUNITY BANK

By: _____
David P. Feaster, President

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed effective as of the Effective Date.

REPUBLIC BANK & TRUST COMPANY

By: _____
Steven E. Trager,
Chairman and CEO

CORNERSTONE COMMUNITY BANK

By: David P. Feaster
David P. Feaster, President

Exhibit A

Agreement and Plan of Merger

[Attached]

AGREEMENT AND PLAN OF MERGER

of

CORNERSTONE COMMUNITY BANK

with and into

REPUBLIC BANK & TRUST COMPANY

under the charter and title of

REPUBLIC BANK & TRUST COMPANY

(Resulting Financial Institution)

This Agreement and Plan of Merger ("*Plan of Merger*") is entered into as of the 6th day of October, 2015 by and between Cornerstone Community Bank, a Florida banking corporation ("*Cornerstone*"), with its main office located at 6300 4th Street N, St. Petersburg, Florida 33702, and three branch offices located as set forth on Exhibit A attached hereto and incorporated by reference herein, and Republic Bank & Trust Company, a Kentucky banking corporation ("*Republic Bank*"), with its main office located at 601 West Market Street, Louisville, Kentucky 40202, and 39 branch offices located as set forth on Exhibit B attached hereto and incorporated by reference herein.

Recitals

Cornerstone Bancorp, Inc., a Florida corporation, and Republic Bancorp, Inc., a Kentucky corporation, have entered into an Agreement and Plan of Merger dated as of October 6, 2015 (the "*Acquisition Merger Agreement*") which provides for the merger of Republic Acquisition Corp., a wholly-owned subsidiary of Republic Bancorp, Inc., with and into Cornerstone, with Cornerstone as the surviving corporation as a wholly-owned subsidiary of Republic Bancorp, Inc.

Cornerstone Bancorp, Inc. is the sole shareholder of Cornerstone, and Republic Bancorp, Inc. is the sole shareholder of Republic Bank.

This Plan of Merger is being entered into pursuant to the Acquisition Merger Agreement. This Plan of Merger has been approved by unanimous action of the board of directors of each of Cornerstone and Republic Bank, and by Cornerstone Bancorp, Inc. and Republic Bancorp, Inc. as the sole shareholders, respectively, of Cornerstone and Republic Bank.

Plan of Merger

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein, the parties hereby make, adopt and approve this Plan of Merger in order to set forth the terms and conditions for the merger of Cornerstone with and into Republic Bank under the charter of Republic Bank (the "*Merger*").

1. Effective Time of the Merger. Subject to the terms and conditions provided for in this Plan of Merger, the Merger shall be effective on the date and at the time the Articles of Merger are filed by Republic Bank with the Kentucky Secretary of State and the Florida Secretary of State or at such later time as Republic Bank may designate as the effective time of the Merger in the Articles of Merger (the "*Effective Time*").

2. Parties to the Merger. The names of the parties to the Merger are

A. Cornerstone Community Bank, a Florida corporation authorized to transact a banking business in Florida, and

B. Republic Bank & Trust Company, a Kentucky corporation authorized to transact a banking business in Kentucky.

3. Surviving Corporation. The corporation surviving the merger shall be Republic Bank & Trust Company (sometimes referred to herein as the "*Surviving Bank*"). The Surviving Bank will exercise trust powers.

4. Terms and Conditions of Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time, Cornerstone shall be merged with and into Republic Bank pursuant to the provisions of, and with the effect provided under the laws of, the Commonwealth of Kentucky and the State of Florida and, insofar as they may be applicable, the United States of America. At the Effective Time, the separate existence of Cornerstone shall cease and Republic Bank, as the Surviving Bank, shall continue unaffected and unimpaired by the Merger.

5. Capital Accounts.

A. Cornerstone has issued and outstanding 1,163,400 shares of capital stock, each with \$5.00 par value. Cornerstone has total capital accounts of \$27,478,160, divided capital stock of \$5,818,100, surplus of \$15,081,881, and undivided profits or retained earnings of \$6,578,179 as of September 30, 2015.

B. Republic Bank has issued and outstanding 36,316 shares of capital stock, each with \$100.00 par value. Republic Bank has total capital accounts of \$474,136,812, divided into capital stock of \$8,749,674, surplus of \$105,905,636, and undivided profits or retained earnings of \$359,481,502 as of September 30, 2015.

6. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Republic Bank, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Bank, until the same shall be amended as provided by law and the terms of such Articles of Incorporation. The complete articles of incorporation under which the Surviving Bank will operate are attached hereto as Exhibit C.

7. Bylaws. At the Effective Time, the Bylaws of Republic Bank, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Bank, until amended or repealed as provided by law, its Articles of Incorporation and such Bylaws.

8. Directors of Surviving Bank. The directors of Republic Bank immediately prior to the Effective Time shall constitute the directors of the Surviving Bank and shall hold office until the next annual meeting of shareholder(s) of the Surviving Bank, or their earlier death, resignation or removal. The name and address of each director of the Surviving Bank is set forth on Exhibit D attached hereto and incorporated by reference herein.

9. Officers of Surviving Corporation. The officers of Republic Bank immediately prior to the Effective Time and such other officers as the board of directors of Republic Bank shall appoint effective as of the Effective Time shall constitute the officers of the Surviving Bank immediately after the Effective Time. The name and address of each executive officer of the Surviving Bank is set forth on Exhibit E attached hereto and incorporated by reference herein.

10. Effect on Outstanding Shares of Cornerstone Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all outstanding shares of common stock, par value \$5.00 per share, of Cornerstone shall automatically be canceled and retired and shall cease to exist.

11. Effect on Outstanding Shares of Republic Bank Bank Common Stock. The shares of common stock, par value \$100 per share, of Republic Bank issued and outstanding immediately prior to the Effective Time shall remain outstanding and unchanged after the Merger and shall be the only issued and outstanding shares of the Surviving Bank.

12. Offices. The main office of the Surviving Bank shall be the main office of Republic Bank immediately prior to the Effective Time. All branch offices of Republic Bank and the main and branch offices of Cornerstone which were in lawful operation immediately prior to the Effective Time shall be the branch offices of the Surviving Bank at the Effective Time, subject to the opening or closing of any offices which may be authorized by Republic Bank or Cornerstone and applicable regulatory authorities after the date hereof.

13. Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to:

A. the effectiveness of the merger of Republic Acquisition Corp. into Cornerstone Bancorp, Inc. as provided for in the Acquisition Merger Agreement;

B. the receipt by Cornerstone and Republic Bank of all regulatory approvals and consents required by law to effect the Merger (including, without limitation, the Board of Governors of the Federal Reserve System, or the Federal Reserve Bank of St. Louis acting under delegated authority, the Kentucky Office of Financial Institutions and the Florida Office of Financial Regulation), and the expiration or termination of all regulatory waiting period applicable thereto; and

C. the approval of the sole stockholder of each of Cornerstone and Republic Bank.

14. Termination. This Plan of Merger shall terminate automatically upon termination of the Acquisition Merger Agreement.

15. Amendment. This Plan of Merger may not be amended except by an agreement in writing signed on behalf of each of the parties hereto.

16. Governing Law. This Plan of Merger shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

17. Captions. The captions heading the sections in this Plan of Merger are for convenience only and shall not affect the construction or interpretation of this Plan of Merger.

18. Counterparts. This Plan of Merger may be executed in two or more counterparts, including by facsimile or other electronic means, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Plan of Merger to be duly executed and delivered by its duly authorized officers as of the date first above written.

SURVIVING BANK
ATTEST:

Mike Ringwald

REPUBLIC BANK & TRUST COMPANY

By: Steven E. Trager
Steven E. Trager, Chairman

ATTEST:

CORNERSTONE COMMUNITY BANK

By: _____
_____, President

IN WITNESS WHEREOF, each of the parties has caused this Plan of Merger to be duly executed and delivered by its duly authorized officers as of the date first above written.

SURVIVING BANK
ATTEST:

REPUBLIC BANK & TRUST COMPANY

By: _____
Steven E. Trager, Chairman

ATTEST:

Carla Ross

CORNERSTONE COMMUNITY BANK

By: D. P. Zast
_____, President

Exhibit A – Banking Offices of Cornerstone Community Bank

Main Office and branch:

6300 4th Street North
St. Petersburg, FL 33702

Central Office

6600 Central Avenue
St. Petersburg, FL 33707

Seminole Office

7800 Seminole Boulevard
Seminole, FL 33772

Walsingham Office

12933 Walsingham Road
Largo, FL 33774

Exhibit B -- Banking Offices of Republic Bank & Trust Company

Main office:

601 West Market Street
Louisville, KY 40202

Branches:

Temple Terrace Banking Center
11502 North 56th Street
Temple Terrace, FL 33617

Port Richey Banking Center
9037 U.S. Highway 19 North
Port Richey, FL 34668

Jeffersonville Banking Center
3141 Highway 62
Jeffersonville, IN 47130

Floyds Knobs Banking Center
4571 Duffy Road
Floyds Knobs, IN 47119

Charleston--New Albany Banking Center
3001 Charlestown Crossing Way Ste 5
New Albany, IN 47150

Florence Banking Center
8513 US Hwy 42
Florence, KY 41042

Shepherdsville Banking Center
438 Highway 44 East
Shepherdsville, KY 40165

Owensboro Banking Center
3333 Frederica Street
Owensboro, KY 42301

Owensboro 54 Banking Center
3332 Villa Point Drive, Ste 101
Owensboro, KY 42303

Lexington-Chevy Chase Banking Center
641 East Euclid Ave
Lexington, KY 40502

Lexington-Harrodsburg Banking Center
2401 Harrodsburg Road
Lexington, KY 40504

Lexington-Andover Banking Center
3098 Helmsdale
Lexington, KY 40509

Lexington-Tates Creek Banking Center
3608 Walden Drive
Lexington, KY 40517

Frankfort Banking Center
100 Highway 676
Frankfort, KY 40601

Elizabethtown Banking Center
1690 Ring Road Avenue
Elizabethtown, KY 42701

Broadway Banking Center
2028 W. Broadway Ste 105
Louisville, KY 40203

Bardstown Road Banking Center
2801 Bardstown Road
Louisville, KY 40205

St. Matthews Banking Center
3726 Lexington Road
Louisville, KY 40207

Poplar Level Banking Center
1420 Poplar Level Road
Louisville, KY 40213

New Cut Banking Center
5125 New Cut Road
Louisville, KY 40214

Dixie Highway Banking Center
5250 Dixie Highway
Louisville, KY 40216

Outer Loop Banking Center
4808 Outer Loop
Louisville, KY 40219

Hikes Point Banking Center
3902 Taylorsville Road
Louisville, KY 40220

Brownsboro Road Banking Center
4921 Old Brownsboro Road
Louisville, KY 40222

Hurstborne Banking Center
661 South Hurstborne Parkway
Louisville, KY 40223

Springhurst Banking Center
9600 Brownsboro Rd
Louisville, KY 40241

Fern Creek Banking Center
10100 Brookridge Village Blvd
Louisville, KY 40291

Jeffersontown Banking Center
3811 Ruckriegel Pkwy
Louisville, KY 40299

Blankenbaker Banking Center
11330 Main Street
Middletown, KY 40243

Prospect Banking Center
9101 US Hwy 42
Prospect, KY 40059

Baptist East Banking Center
3950 Kresge Way Ste 108
St. Matthews, KY 40207

Covington Banking Center
535 Madison Ave.
Covington, KY 41011

Independence Banking Center
2051 Centennial Boulevard
Independence, KY 41051

Crestwood Banking Center
6401 Claymont Crossing Ste 1
Crestwood, KY 40014

Georgetown Banking Center
430 Connector Road
Georgetown, KY 40324

Shelbyville Banking Center
1614 Midland Trail
Shelbyville, KY 40065

Blue Ash Banking Center
49683 Kenwood Dr.
Blue Ash, OH 45242

Green Hills Banking Center
2034 Richard Jones Road
Nashville, TN 37215

Cool Springs Banking Center
113 Seaboard Lane Ste A130
Franklin, TN 37067

Exhibit C – Articles of Incorporation of Surviving Bank

Reviewed 25 Sep 99
by: [Signature]
Kentucky Department of
Financial Institutions

#015-0219

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JOHN Y. GIVENS III
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
[Signature]

THIRD RESTATED
ARTICLES OF INCORPORATION
OF
REPUBLIC BANK & TRUST COMPANY

Pursuant to the provisions of KRS 271B.10-070, the Third Restated Articles of

Incorporation of Republic Bank & Trust Company (the "Corporation") are hereby adopted:

ARTICLE I

The name of the Corporation shall be:

REPUBLIC BANK & TRUST COMPANY

ARTICLE II

The Corporation is authorized to issue Thirty-Seven Thousand Five Hundred (37,500) shares of one class of common stock with a par value of One Hundred Dollars (\$100.00) per share.

ARTICLE III

The registered and principal office of the Corporation shall be Republic Corporate Center - 601 West Market Street, Louisville, Kentucky, and the registered agent at that office shall be Steve Trager.

ARTICLE IV

The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on by the Corporation shall be that of conducting a general banking business and a trust company business, all of which is provided for by the Statutes of the Commonwealth of Kentucky, to engage in any or all business enterprises for which such corporations may be organized and generally to do all things deemed by the Board of Directors to be necessary or desirable in connection with said general purposes, and in furtherance and not in limitation of the general powers conferred by said statutes and the laws of the Commonwealth of Kentucky, it is hereby expressly provided that the Corporation shall have the following specific powers and purposes, to-wit:

(a) To acquire, lease, hold, sell, mortgage, or otherwise dispose of, subject to the provisions hereinafter contained, such real estate and personal property as may be necessary or convenient for the conduct of its business, and real estate may be taken in satisfaction of debts due said corporation and to sell, lease, pledge, mortgage, and convey the same. Provided, however, that

all real estate acquired in satisfaction of any liability or indebtedness, or by subrogation, unless the same be necessary for the uses and business of the Corporation, shall be sold and disposed of within five years after becoming the property of said corporation; and to prescribe by its Board of Directors By-Laws for its government, not inconsistent with law, and to exercise, subject to law, such powers as may be necessary or convenient to carry on its business.

(h) To be appointed and act as executor, administrator, and/or curator of estates of deceased persons, as committee of persons of unsound mind, as guardian of infants, receiver and trustee for persons, firms, corporations and estates and in any and all fiduciary capacity or capacities, to act as agent for insurance company or companies and as agent for the transaction of any business or the management of estates, the collection of rents, accounts, interest, dividends, notes, bonds, securities for money and debts, and demands of every character, to review on deposit and for safekeeping gold, silver, jewelry, money and other personal property of every kind, and have a lien upon all personal property deposited with it for its charges.

(c) To have, lease, rent, and otherwise let for the use of others, safety vaults and other places for the keeping of property, chosen in action, and other things of value.

(d) To purchase, discount, hold and dispose of notes, bonds, stocks, certificates of deposit, and other evidence of indebtedness, for any corporation or individual; to make loans or advances upon such securities as it may approve, and take compensation therefore in corporate bonds, stocks, notes, money or other property.

(e) To receive money on deposit and pay interest thereon and loan or invest such funds in any manner authorized by law, and make investments on its own account, or on account of those depositing money with it for investment, to issue its bonds or debentures, in such amounts and on such terms as it may deem proper, either secured or unsecured, by a pledge or mortgage of any of its property.

(f) To acquire, by purchase or otherwise, the goodwill, rights, property and assets of any person, firm, association, or corporation, and to sell, assign or transfer, mortgage, pledge, or otherwise dispose of shares of the capital stock, bonds or debentures, or other evidences of indebtedness created by other corporations, and while the holder thereof to exercise all rights and privileges of ownership as fully as natural persons might or could do.

(g) To receive and hold in trust estates both real and personal property, including notes, bonds, obligations and accounts of estates and individuals, of companies, corporations, private or public, and may in its fiducial capacity purchase, collect, adjust and settle, sell and dispose of the same in or out of this State.

(h) To engage in the sale of various forms of Insurance in conjunction with loans transacted, said forms of Insurance limited to those as permitted by the Department of Insurance and the Department of Financial Institutions.

(i) And generally to exercise, subject to law, all such powers as may be incident or necessary in the carrying on of its business.

(j) And for all such services as may be rendered by it in any capacity for any person, firm, corporation, association, municipality, state or other authority, it shall be entitled to receive such fees, commissions, and allowances as may be agreed on, allowed by law, or would be due an individual for like service.

ARTICLE V

The affairs of the Corporation shall be conducted by a Board of not less than three nor more than twenty-five Directors to be elected by the stockholders at their annual meeting. The election shall be held at the company's office in Louisville, Jefferson County, Kentucky, at the annual meeting of the stockholders, and the directors shall hold their offices until their successors have been elected and qualified unless by a vote of the majority of the stockholders the term of their office is changed.

The officers of the Corporation shall be determined by the Board of Directors and set forth in the Corporation's By-laws, as may be necessary in the conduct of the affairs of the Corporation.

The foregoing Third Restated Articles of Incorporation correctly set forth the Articles of Incorporation as amended, and supercedes the original Articles of Incorporation, the First and Second Restatement thereof, and all amendments thereto.

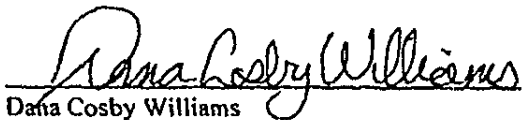
Dated: July 23, 1999

REPUBLIC BANK & TRUST COMPANY

By: 

Steven E. Trager
Chairman & CEO

THIS INSTRUMENT PREPARED BY:



Dana Cosby Williams
WYATT, TARRANT & COMBS
Citizens Plaza
Louisville, Kentucky 40202-2898
(502) 562-7530

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Trey Grayson
Secretary of State
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ARTICLES OF AMENDMENT
TO THE
THIRD RESTATED ARTICLES OF INCORPORATION
OF
REPUBLIC BANK & TRUST COMPANY

Pursuant to the provisions of KRS 271B.010-060, Articles of Amendment to the Third Restated Articles of Incorporation of Republic Bank & Trust Company, a Kentucky corporation (the "Corporation"), are hereby adopted:

FIRST: The name of the Corporation is Republic Bank & Trust Company.

SECOND: Article II of the Third Restated Articles of Incorporation of the Corporation shall be amended to read in its entirety as follows:

"ARTICLE II

The Corporation is authorized to issue (i) Thirty-Seven Thousand Five Hundred (37,500) shares of common stock with a par value of One Hundred Dollars (\$100.00) per share (the "Common Stock"), and (ii) Two Thousand Three Hundred Forty Five (2,345) shares of Series A Noncumulative preferred stock, no par value per share (the "Preferred Stock"). The Preferred Stock shall have the distribution rate, liquidation amount, redemption terms, voting rights, and other powers, preferences and special rights and limitations set forth in this Article II.

The Preferred Stock shall rank senior to the Common Stock in respect of the right to receive redemption payments and the right to receive payments out of the assets of the Corporation upon voluntary or involuntary dissolution, liquidation or winding up of the Corporation in accordance with the provisions hereof. Shares of the Preferred Stock shall rank equally among themselves. All shares of Preferred Stock redeemed, purchased or otherwise acquired by the Corporation shall be canceled.

(a) *Distribution Rights.*

(i) Subject to this Section (a), holders of Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of assets of the Corporation legally available therefor, periodic cash distributions ("Distributions") payable on a noncumulative basis from the date of original issue of the Preferred Stock quarterly in arrears on March 31, June 30, September 30, and December 31 of each year, (each, a "Distribution Payment Date"). Distributions payable on each Distribution Payment Date will be calculated as provided in this Section (a) and will be calculated from and including the immediately preceding Distribution Payment Date to but excluding the relevant Distribution Payment Date or Redemption Date, as the case may be (each such period, a "Distribution Period").

(ii) Subject to Section (a)(i) of this Article II, Distributions will be calculated on the liquidation amount of \$10,000 per share of Preferred Stock at the rate of 8% per annum (the "Distribution Rate") for each full Distribution Period and, for any period less than a full quarter period, Distributions will be calculated on the liquidation amount of

\$10,000 per share of Preferred Stock at the Distribution Rate on the basis of the actual number of days in a year consisting of 360 days.

(iii) Distributions on the Preferred Stock, if and to the extent declared, shall be made to holders of record as they appear on the securities register of the Corporation on the applicable record dates for the Preferred Stock, which shall be the 15th day (whether or not a business day) prior to the relevant Distribution Payment Date.

(iv) The right of holders of shares of Preferred Stock to receive Distributions is noncumulative. Accordingly, if the Board of Directors of the Corporation does not declare a Distribution in respect of any Distribution Period, holders of Preferred Stock shall have no right to receive a Distribution in respect of such Distribution Period, and the Corporation shall have no obligation to make a Distribution in respect of such Distribution Period, whether or not Distributions are declared or made in respect of any future Distribution Period.

(v) In the event that the Board of Directors of the Corporation declares a Distribution on the Preferred Stock in part, such Distribution shall be paid pro rata.

(b) *Redemption Terms.* The Preferred Stock shall be redeemable on any Distribution Payment Date on or after the date of original issue thereof (each, a "Redemption Date"), at the option of the Corporation, in whole or in part, with prior written approval of the Federal Deposit Insurance Corporation and the Kentucky Department of Financial Institutions (collectively, the "Primary Regulators"), at the Redemption Price.

(i) Notice of any redemption of shares of Preferred Stock (a "Redemption Notice") will be given by the Corporation by mail to each holder of shares of Preferred Stock to be redeemed not fewer than 10 nor more than 20 days before the date fixed for redemption. Each Redemption Notice shall identify the shares of Preferred Stock to be redeemed and shall state:

- (A) the applicable Redemption Date;
- (B) the applicable Redemption Price;
- (C) the aggregate liquidation amount of the shares of Preferred Stock to be redeemed;
- (D) that on the Redemption Date, the applicable Redemption Price will become due and payable upon each share of Preferred Stock to be redeemed and that Distributions will cease to accrue on and after such date; and
- (E) the place or places where such shares of Preferred Stock are to be surrendered for payment of the applicable Redemption Price.

For purposes of the calculation of the applicable Redemption Date and the dates on which notices are given pursuant to this Section (b), a Redemption Notice shall be

deemed to be given on the day such notice is first mailed by first-class mail, postage prepaid, to holders of shares of Preferred Stock. Each Redemption Notice shall be addressed to the holders of shares of Preferred Stock at the address of each such holder appearing in the books and records of the Corporation. No defect in the Redemption Notice or in the mailing thereof with respect to any holder of shares of Preferred Stock shall affect the validity of the redemption or exchange proceedings with respect to any other holder.

(ii) If fewer than all the outstanding Preferred Stock is to be redeemed, then the number of shares of Preferred Stock to be redeemed shall be determined by the Board of Directors of the Corporation, and the securities to be redeemed shall be determined by lot or pro rata as may be determined by the Board of Directors of the Corporation in its sole discretion to be equitable, provided that such method satisfies any applicable requirements of any securities exchange on which the Preferred Stock may then be listed; and provided, further, that if a partial redemption of the Preferred Stock would result in a delisting of the Preferred Stock on any securities exchange or automated quotation system on which the Preferred Stock is then listed or quoted, the Corporation will redeem the Preferred Stock only in whole. The Corporation shall promptly notify the paying agent for the Preferred Stock in writing of the shares of Preferred Stock selected for partial redemption and, in the case of any shares of Preferred Stock selected for partial redemption, the liquidation amount thereof to be redeemed.

(iii) If shares of Preferred Stock are to be redeemed and the Corporation gives a Redemption Notice, then the Corporation will pay the applicable Redemption Price to the holders of such shares of Preferred Stock by check mailed to the address of the relevant holder appearing on the books and records of the Corporation on the applicable Redemption Date. If any date fixed for redemption of shares of Preferred Stock is not a business day, then payment of the applicable Redemption Price payable on such date will be made on the next succeeding day that is a business day (without any accrual of interest or other payment to such next succeeding day that is a business day). If payment of the applicable Redemption Price in respect of any shares of Preferred Stock is improperly withheld or refused, Distributions on such shares of Preferred Stock will continue to accrue at the then applicable rate from the original Redemption Date to the actual date of payment, in which case the actual payment date will be considered the date fixed for redemption for purposes of calculating the applicable Redemption Price. For these purposes, the applicable Redemption Price shall not include Distributions which are being paid to holders of shares of Preferred Stock who were holders on the relevant record date. Upon satisfaction of the foregoing conditions, then immediately prior to the close of business on the date of such deposit or payment, all rights of holders of such shares of Preferred Stock so called for redemption will cease, except the right of the holders to receive the applicable Redemption Price, but without interest on such Redemption Price and from and after the date fixed for redemption, such shares of Preferred Stock will not accrue Distributions or bear interest.

(iv) The Corporation shall not be required to register or cause to be registered the transfer or exchange of any shares of Preferred Stock that have been called for

redemption, except in the case of any shares of Preferred Stock being redeemed in part, any portion thereof not to be redeemed.

(c) *Repurchases.* Subject to the provisions of this Section (c) and applicable law, the Corporation may at any time and from time to time, with prior written approval of the Primary Regulators, purchase outstanding shares of Preferred Stock by tender in the open market or by private agreement.

(d) *Liquidation Terms.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock at the time outstanding shall, subject to the limitations set forth herein, be entitled to receive the liquidation amount of \$10,000 per share of Preferred Stock, plus, in each case, accumulated and unpaid Distributions for the then current Distribution Period to the date of the final distribution of assets of the Corporation, without any interest, in respect of each share of Preferred Stock held out of the assets of the Corporation available for distribution to shareholders. Such entitlement shall arise following the satisfaction of liabilities to creditors but prior to any distribution of any assets of the Corporation in respect of the liquidation distribution to the holders of the Common Stock."

THIRD: The amendment was adopted by the sole shareholder of the Corporation pursuant to unanimous written consent, in lieu of a meeting, in accordance with KRS 271B.7-040 as of September 18, 2003.

FOURTH: The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and number of votes of each group indisputably cast pursuant to unanimous written consent in lieu of a meeting were as follows:

Designation of Voting Group:	Common Stock
Number of Outstanding Shares:	36,316
Number of Votes Entitled to be Cast:	36,316
Number of Votes Indisputably Cast Pursuant to Unanimous Written Consent in Lieu of a Meeting:	36,316

The total number of undisputed votes cast by unanimous written consent for the amendment by the sole holder of Common Stock of the Corporation, being the only voting group entitled to vote thereon, was 36,316, which was sufficient for approval by that voting group.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Republic Bank & Trust Company has executed these Articles of Amendment as of the 29th day of September, 2003.

REPUBLIC BANK & TRUST COMPANY

By: *Joe Pether*

Its: *Executive Vice President*

THIS INSTRUMENT PREPARED BY:

Caryn R. Price
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500 West Jefferson Street, Suite 2800
Louisville, Kentucky 40202

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EXAMINED AND APPROVED 3/31/04
DEPARTMENT OF FINANCIAL INSTITUTIONS
COMMONWEALTH OF KENTUCKY
Ken Burman
Deputy Commissioner

Exhibit D -- Directors of Surviving Bank

Ronald F. Barnes

Campbell P. Brown

Christopher A. Carmicle

Laura M. Douglas

Hether Howell

D. Harry Jones

Thomas M. Jurich

William Patrick Mulloy II

William K. Oyler

A. Scott Trager

Steven E. Trager

Mark A. Vogt

Exhibit E – Executive Officers of Surviving Bank

Name	Address
Steven E. Trager, Chairman & CEO	601 Market Street Louisville, KY 40202
Scott Trager, President	601 Market Street Louisville, KY 40202
Steven DeWeese, Executive Vice President	661 S. Hurstbourne Parkway Louisville, KY 40222
Kevin Sipes, Executive Vice President	601 Market Street Louisville, KY 40202
Robert Arnold, Senior Vice President	661 S. Hurstbourne Parkway Louisville, KY 40222
William Nelson, President, Republic Processing Group	200 South 7 th Street, 4 th Floor Louisville, KY 40202
Anthony Powell, Senior Vice President	661 S. Hurstbourne Parkway Louisville, KY 40222
John Rippy, Senior Vice President	601 Market Street Louisville, KY 40202