WESBANCO INC
Form S-4/A
July 14, 2016
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As filed with the Securities and Exchange Commission on July 14, 2016

Registration No. 333-211833

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 2

to

Form S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

WESBANCO, INC.

(Exact name of registrant as specified in its charter)

West Virginia	**6021**	**55-0571723**
(State or other jurisdiction of	**(Primary Standard Industrial**	**(I.R.S. Employer**

incorporation or organization)	**Classification Code Number)**	**Identification No.)**

Todd F. Clossin

President and Chief Executive Officer

Wesbanco, Inc.

1 Bank Plaza	**1 Bank Plaza**
Wheeling, West Virginia 26003	**Wheeling, West Virginia 26003**
(304) 234-9000 **(Address, including zip code, and telephone number, including area code of registrant s principal executive offices)**	**(304) 234-9000** **(Name, address, including zip code, and telephone number, including area code, of agent for service)**

With Copies to:

James C. Gardill, Esq. **Phillips, Gardill, Kaiser & Altmeyer, PLLC** **61 Fourteenth Street** **Wheeling, West Virginia 26003** **(304) 232-6810**	**Kristen Larkin Stewart, Esq.** **Paul C. Cancilla, Esq.** **K&L Gates LLP** **K&L Gates Center** **210 Sixth Avenue** **Pittsburgh, PA 15222-2613** **(412) 355-6500**	**Alan K. MacDonald** **Nathan L. Berger** **Frost Brown Todd LLC** **400 West Market Street** **Suite 3200** **Louisville, Kentucky 40202-3363** **(502) 589-5400**

Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after this registration statement is declared effective and all other conditions to the transactions contemplated by the Agreement and Plan of Merger, dated as of May 3, 2016, described in the enclosed Proxy Statement/Prospectus have been satisfied or waived.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ¨

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same

offering. ¨

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of large accelerated filer, accelerated filer, and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	x	Accelerated filer	¨
Non-accelerated filer	¨ (Do not check if a smaller reporting company)	Smaller reporting company	¨

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ¨

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ¨

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The information in this proxy statement/prospectus is not complete and may be changed. Wesbanco, Inc. may not issue these securities until the registration statement filed with the Securities and Exchange Commission is effective. This proxy statement/prospectus is not an offer to sell these securities and Wesbanco, Inc. is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY SUBJECT TO COMPLETION DATED JULY 14, 2016

MERGER PROPOSAL YOUR VOTE IS VERY IMPORTANT

The board of directors of Wesbanco, Inc., or WesBanco, and the board of directors of Your Community Bankshares, Inc., or YCB, have agreed to a merger of the two companies under the terms of the Agreement and Plan of Merger, dated May 3, 2016, and referred to in this document as the merger agreement by and between WesBanco, Wesbanco Bank, Inc., YCB and Your Community Bank. At the effective time of the merger, YCB will merge with and into WesBanco with WesBanco continuing as the surviving corporation.

If the merger contemplated by the merger agreement is completed, each share of common stock of YCB outstanding immediately prior to the effective time of the merger, will be converted into the right to receive (1) 0.964 of a share of common stock of WesBanco and (2) $7.70 in cash, without interest. WesBanco shares will be unaffected by the merger and the merger will be tax-free to WesBanco shareholders. Shareholders of YCB generally will not recognize any gain or loss upon receipt of shares of WesBanco common stock in exchange for YCB common stock in the merger, but will recognize gain (but not loss) in an amount not to exceed any cash received as part of the merger consideration (except with respect to any cash received in lieu of fractional shares).

This proxy statement/prospectus is being distributed in connection with a special meeting of YCB shareholders. At that meeting, YCB shareholders will be asked to consider the following matters: (1) approval of the merger agreement; (2) approval, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; (3) approval of the adjournment of the YCB special meeting if necessary to solicit additional proxies in favor of the approval of the merger agreement; and (4) any other business properly presented at the meeting, or any adjournments thereof.

The number of shares of WesBanco common stock that YCB shareholders will receive for the stock portion of the merger consideration is fixed, so that the market value of those shares will fluctuate with the market price of WesBanco common stock and will not be known at the time YCB shareholders vote on the merger agreement. Based on the closing price of WesBanco s common stock of $31.80 on the NASDAQ Global Select Market on May 3, 2016, the last full trading day immediately prior to the public announcement of the merger agreement, the value of the per share merger consideration payable to YCB shareholders was $38.36. Based on the $31.45 closing price of WesBanco s common stock on July 11, 2016, the value of the per share merger consideration payable to YCB shareholders was $38.02. We urge you to obtain current market quotations for WesBanco common stock (NASDAQ: trading symbol WSBC) and YCB common stock (NASDAQ: trading symbol YCB). Based on the number of (1) YCB restricted stock units (other than ones being assumed by WesBanco) and shares of YCB common stock outstanding and (2) shares of YCB common stock potentially issuable pursuant to outstanding stock options that are vested or that are expected to vest prior to completion of the merger, the maximum number of shares of WesBanco common stock issuable in the merger is expected to be approximately 5,488,721 shares.

Your vote is very important. Whether or not you plan to attend the YCB shareholders meeting, please take the time to vote by completing and mailing the enclosed proxy card in accordance with the instructions on the proxy card. YCB shareholders may also cast their votes over the Internet or by telephone in accordance with the instructions on the proxy card. We cannot complete the merger unless YCB shareholders approve the merger agreement.

The accompanying document is a proxy statement of YCB and a prospectus of WesBanco, and provides you with information about YCB, WesBanco, the proposed merger and the special meeting of YCB shareholders. **YCB encourages you to carefully and thoughtfully read this entire document, including all its annexes, and we especially encourage you to read the section entitled** *Risk Factors* **beginning on page 24.** You also can obtain information about YCB and WesBanco from publicly available documents filed with the Securities and Exchange Commission.

After careful consideration, the YCB board of directors unanimously approved the merger agreement, the merger and the other transactions contemplated by the merger agreement and determined that the merger agreement, the merger and the other transactions contemplated by the merger agreement are in the best interests of YCB and its shareholders. **Accordingly, the YCB board of directors unanimously recommends that YCB shareholders vote FOR the approval of the merger agreement, FOR the approval, on a non-binding, advisory basis, of the compensation payable to the named executive officers of YCB in connection with the merger, and FOR the adjournment of the YCB special meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the scheduled time of the special meeting.**

We thank you for your continued support of YCB and look forward to the successful completion of the merger.

Sincerely,

James D. Rickard

President and Chief Executive Officer

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this proxy statement/prospectus is truthful or complete. Any representation to the contrary is a criminal offense. The securities WesBanco is offering through this proxy statement/prospectus are not savings or deposit accounts or other obligations of any bank or savings association, and they are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

This document incorporates important business and financial information about WesBanco and YCB that is not included in or delivered with this document. This information is available without charge to YCB shareholders upon written or oral request at the applicable company s address and telephone number listed under the heading Additional Information . To obtain timely delivery, YCB shareholders must request the information no later than August 10, 2016. Please see Where You Can Find More Information About WesBanco and YCB beginning on page 87 for instructions to request this and certain other information regarding WesBanco and YCB.

This proxy statement/prospectus is dated [ ], 2016, and is first being mailed to the YCB shareholders on or about [ ], 2016.

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101 West Spring Street

New Albany, Indiana 47150

(812) 944-2224

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To Be Held On August 19, 2016

Notice is hereby given that a special meeting of shareholders of Your Community Bankshares, Inc. (YCB), an Indiana corporation, will be held at YCB s Main Office, 101 West Spring Street, New Albany, Indiana, on Friday, August 19, 2016 at 9:00 am Eastern Time, to consider and vote upon the following matters described in the accompanying proxy statement/prospectus:

1. Approval of the Agreement and Plan of Merger, dated as of May 3, 2016, by and between Wesbanco, Inc. (WesBanco) a West Virginia corporation, Wesbanco Bank, Inc., a West Virginia banking corporation and a wholly-owned subsidiary of WesBanco, YCB, and Your Community Bank, an Indiana state-chartered commercial bank and a wholly-owned subsidiary of YCB, which provides for, among other things, the merger of YCB with and into WesBanco.

2. Approval, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger.

3. Approval of the adjournment of the YCB special meeting, if necessary, to permit further solicitation of proxies if there are not sufficient votes at the time of the YCB special meeting to approve the proposal to approve the merger agreement.

4. To act on such other matters as may properly come before the YCB special meeting or any adjournment of the special meeting.

The merger agreement is more completely described in the accompanying proxy statement/prospectus, and a copy of the merger agreement is attached as *Annex A* to the proxy statement/prospectus. **Please review these materials carefully and consider fully the information set forth therein**.

Only holders of record of YCB common stock at the close of business on July 1, 2016 will be entitled to notice of, and to vote at, the YCB special meeting and any adjournment thereof. Approval of the merger agreement requires the affirmative vote of a majority of shares of YCB common stock entitled to vote. Approval of each of the other proposals to be voted on at the YCB special meeting requires that more votes be cast in favor of the proposal than against the proposal.

The YCB board of directors has carefully considered the terms of the merger agreement and believes that the merger is in the best interests of YCB and its shareholders. The YCB board of directors has unanimously approved the merger agreement and unanimously recommends that shareholders vote: FOR approval of the merger agreement; FOR approval, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; and FOR the adjournment of the YCB special meeting if necessary to solicit additional proxies in favor of the approval of the merger agreement. In addition,

the executive officers and directors of YCB have entered into voting agreements with WesBanco in which the officer or director has agreed to vote his or her YCB shares in favor of approval of the merger agreement. See Other Material Agreements Relating to the Merger Voting Agreements.

Your vote is important. Whether or not you plan on attending the YCB special meeting, we urge you to read the proxy statement/prospectus carefully and to please vote your shares as promptly as possible. You may vote your shares by completing and sending in the enclosed proxy card, by submitting a valid proxy by Internet or telephone or by attending the YCB special meeting and voting in person. You may revoke your proxy at any time before it is voted by signing and returning a later dated proxy card with respect to the same shares, by submitting a new, valid later dated proxy by Internet or telephone, by filing a written revocation bearing a later date with the Secretary of YCB, or by attending the YCB special meeting and voting in person.

By Order of the Board of Directors,

James D. Rickard

President and Chief Executive Officer

New Albany, Indiana

[ ], 2016

YOUR VOTE IS VERY IMPORTANT

To Vote Your Shares, Please Complete, Date, Sign and Mail the Enclosed Proxy Card Prior

to the YCB Special Meeting, Whether or Not You Plan to Attend the Special Meeting.

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ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates by reference important business and financial information about WesBanco and YCB that is not included in or delivered with this document. You should refer to Where You Can Find More Information About WesBanco and YCB beginning on page 87 for a description of the documents incorporated by reference into this proxy statement/prospectus. You can obtain documents related to WesBanco and YCB that are incorporated by reference into this document through the Securities and Exchange Commission s web site at www.sec.gov, through WesBanco s website at www.wesbanco.com and through YCB s website at www.yourcommunitybank.com. Please note that the Internet website addresses of WesBanco and YCB are provided as inactive textual references only. The information provided on the Internet websites of WesBanco and YCB, other than copies of the documents listed below that have been filed with the SEC, is not part of this proxy statement/prospectus and, therefore, is not incorporated herein by reference. You may also obtain copies of these documents, other than exhibits, unless such exhibits are specifically incorporated by reference into the information that this proxy statement/prospectus incorporates, without charge by requesting them in writing or by telephone from the appropriate company:

Wesbanco, Inc.	Your Community Bankshares, Inc.
Attn: Linda M. Woodfin, Secretary	Attn: Matthew A. Muller, Corporate Secretary
One Bank Plaza	101 West Spring St.
Wheeling, West Virginia 26003	New Albany, Indiana 47150
(304) 234-9000	(812) 981-7744

You will not be charged for any of these documents that you request. In order to receive timely delivery of the documents in advance of the YCB special meeting, you should make your request to WesBanco or YCB, as the case may be, no later than August 10, 2016, or five trading days prior to the YCB special meeting. For further information about WesBanco and YCB, please see Where You Can Find More Information About WesBanco and YCB beginning on page 87.

ABOUT THIS PROXY STATEMENT/PROSPECTUS

This proxy statement/prospectus serves two purposes it is a proxy statement being used by the YCB board of directors to solicit proxies for use at the YCB special meeting, and it is also the prospectus of WesBanco regarding the issuance of WesBanco common stock to YCB shareholders if the merger is completed. This proxy statement/prospectus provides you with detailed information about the proposed merger of YCB into WesBanco. We encourage you to read this entire proxy statement/prospectus carefully. WesBanco has filed a registration statement on Form S-4 with the Securities and Exchange Commission, and this proxy statement/prospectus is the prospectus filed as part of that registration statement. This proxy statement/prospectus does not contain all of the information in the registration statement, nor does it include the exhibits to the registration statement. Please see Where You Can Find More Information About WesBanco and YCB beginning on page 87.

You should rely only on the information contained in or incorporated by reference into this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in or incorporated by reference into this proxy statement/prospectus. This proxy

statement/prospectus is dated [ ], 2016. You should not assume that the information contained in this proxy statement/prospectus is accurate as of any date other than the date hereof. You should not assume that the information contained in any document incorporated or deemed to be incorporated by reference herein is accurate as of any date other than the date of that document. Any statement contained in a document incorporated or deemed to be incorporated by reference into this proxy statement/prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference into this proxy statement/prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this proxy statement/

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prospectus. Neither the mailing of this proxy statement/prospectus to the YCB shareholders nor the taking of any actions contemplated hereby by WesBanco or YCB at any time will create any implication to the contrary.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is not lawful to make any such offer or solicitation in such jurisdiction.

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QUESTIONS AND ANSWERS

The following are some questions that you, as a shareholder of YCB, may have regarding the merger and the other matters being considered at the special shareholders meeting and the answers to those questions. WesBanco and YCB strongly recommend that you carefully read the remainder of this document because the information in this section does not provide all the information that might be important to you with respect to the merger and the other matters being considered at the shareholders meeting. Additional important information is also contained in the annexes to, and the documents incorporated by reference into, this document.

Q: Why have I received this proxy statement/prospectus?

A: The boards of directors of WesBanco and YCB have each approved a merger agreement, entered into on May 3, 2016, providing for YCB to be acquired by WesBanco. A copy of the merger agreement is attached to this proxy statement/prospectus as *Annex A*, which we encourage you to review. In order to complete the merger, YCB shareholders must vote to approve the merger agreement.

IF YCB SHAREHOLDERS FAIL TO APPROVE THE MERGER AGREEMENT, THE MERGER CANNOT BE COMPLETED.

This document contains important information about the merger and the meeting of YCB shareholders and you should read it carefully. The enclosed voting materials allow you to vote your shares without attending the YCB special meeting.

Your vote is very important. The YCB board of directors encourages you to vote as soon as possible.

Q: What matters are to be voted on at the YCB special meeting?

A: At the YCB special meeting, holders of YCB common stock as of the close of business on July 1, 2016 (the record date) will be asked to:

1. Approve the merger agreement;

2. Approve, in a non-binding advisory vote, the compensation payable to the named executive officers of YCB in connection with the merger; and

3. Approve the adjournment of the YCB special meeting, if necessary, to permit further solicitation of proxies if there are not sufficient votes at the time of the YCB special meeting to approve the proposal to approve the merger agreement.

Q: What will YCB shareholders receive as a result of the merger?

A: YCB shareholders will receive the following, referred to as the merger consideration, in exchange for each share of YCB common stock upon completion of the merger:

0.964 of a share of WesBanco common stock; and

$7.70 in cash, without interest.

Because the number of shares of WesBanco common stock that YCB shareholders will receive for the stock portion of the merger consideration is fixed, the implied value of the stock portion of the merger consideration will fluctuate as the market price of WesBanco common stock fluctuates. **As a result, the value of the merger consideration that you will receive upon completion of the merger could be greater than, less than or the same as the value of the merger consideration on the date of this proxy statement/prospectus or at the time of the YCB special meeting.** You should obtain current stock price quotations for WesBanco common stock and YCB common stock before deciding how to vote with respect

to the approval of the merger agreement. WesBanco common stock is listed for trading on the Nasdaq Global Select Market under the symbol WSBC. YCB common stock is listed for trading on the Nasdaq Capital Market under the symbol YCB.

Q: What does the YCB board of directors recommend?

A: The YCB board of directors has unanimously determined that the merger is in the best interests of YCB and YCB s shareholders and unanimously recommends that you vote:

FOR approval of the merger agreement;

FOR approval, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; and

FOR approval of the adjournment proposal.

In making this determination, our board of directors considered the factors described under Proposal No. 1 Approval of the Merger Agreement YCB s Reasons for the Merger.

Q: When and where will the special meeting of YCB shareholders be held?

A: The YCB special meeting will be held at YCB s Main Office, 101 West Spring Street, New Albany, Indiana, on Friday, August 19, 2016 at 9:00 am Eastern Time.

Q: Who can vote at the special meeting?

A: Holders of record of YCB common stock at the close of business on July 1, 2016, the record date, will be entitled to notice of and to vote at the YCB special meeting. Each of the shares of YCB common stock issued and outstanding on the record date is entitled to one vote at the YCB special meeting with regard to each of the proposals described above.

Q: When do you expect to complete the merger?

A: We anticipate that we will obtain all necessary regulatory approvals, and be able to consummate the merger, in the third or fourth quarter of 2016. However, we cannot assure you when or if the merger will occur. We must first obtain the requisite approval of YCB shareholders at the YCB special meeting, and WesBanco and YCB

must obtain the requisite regulatory approvals to complete the merger.

Q: What happens if the merger is not completed?

A: If the merger is not completed, holders of YCB common stock will not receive any consideration for their shares in connection with the merger. Instead, YCB will remain an independent public company and its common stock will continue to be listed and traded on the Nasdaq Capital Market.

Q: Why are YCB shareholders being asked to consider and vote upon a proposal to approve, in a non-binding advisory vote, the compensation payable to the named executive officers of YCB in connection with the merger?

A: Under Securities and Exchange Commission rules, YCB is required to seek a non-binding, advisory vote with respect to the compensation payable to YCB s named executive officers in connection with the merger, which is sometimes referred to as golden parachute compensation.

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Q: What will happen if YCB shareholders do not approve the golden parachute compensation?

A: Approval of the compensation payable to YCB s named executive officers in connection with the merger is not a condition to completion of the merger. The vote is an advisory vote and will not be binding on YCB. Therefore, if the merger agreement is approved by YCB shareholders and the merger is completed, this compensation, including amounts that YCB is contractually obligated to pay, could still be payable regardless of the outcome of the advisory vote, subject to applicable conditions.

Q: What vote of YCB shareholders is required to approve each proposal?

A: To be approved, proposal 1 (approval of the merger agreement) requires the affirmative vote of a majority of the shares of YCB common stock entitled to vote. To be approved, each of proposals 2 (advisory vote regarding golden parachute compensation) and 3 (adjournment proposal) requires that more votes be cast in favor of the proposal than are against it at the YCB special meeting.

As of the record date, there were 5,492,470 shares of YCB common stock outstanding and entitled to vote at the YCB special meeting, held by approximately 1,083 holders of record. As of the record date, the directors and executive officers of YCB controlled approximately 11.2% of the outstanding shares of YCB common stock entitled to vote at the special meeting. In addition, the executive officers and directors of YCB have entered into voting agreements with WesBanco in which each executive officer or director has agreed to vote his or her YCB shares in favor of approval of the merger agreement.

Q: How do I vote?

A: If you are a shareholder of record of YCB as of the record date, you may vote in person by attending the YCB special meeting or, to ensure your shares are represented at the YCB special meeting, you may vote by:

- accessing the Internet website specified on your proxy card;
- calling the toll-free number specified on your proxy card; or
- signing and returning the enclosed proxy card in the postage-paid envelope provided.

If you hold your YCB shares in the name of a bank or broker, please see the discussion below.

Q: What is a quorum?

A:

In order for business to be conducted at the YCB special meeting, a quorum must be present. The quorum requirement for holding and transacting business at the YCB special meeting is that a majority of the outstanding shares of YCB common stock as of the record date be present or represented at the YCB special meeting. The shares may be present in person or represented by proxy at the YCB special meeting. Proxies received but marked as abstentions are considered to be present and entitled to vote at the meeting for the purposes of determining a quorum. If you hold shares in street name in an account with a broker, bank or other nominee, your shares will only be considered present for purposes of a quorum if you have given the broker, bank or other nominee instructions on how to vote your shares at the special meeting.

Q: Your shares are held in your broker s name (also known as street name). How do you vote those shares?

A: Copies of this proxy statement/prospectus were sent to you by your broker. The broker will request instructions from you as to how you want your shares to be voted, and the broker will vote your shares according to your instructions.

Q: If your shares are held in street name by a broker, won t your broker vote those shares for you?

A: Not unless you provide your broker with instructions on how to vote your street name shares. Under the rules of the New York Stock Exchange which govern brokers, when the beneficial holder of shares held in street name does not provide voting instructions, brokers, banks and other nominees have the discretion to vote those shares only on certain routine matters. None of the proposals to be voted upon at the YCB special meeting are routine matters, so brokers, banks and other nominees holding shares in street name will not be permitted to exercise voting discretion on any of those proposals. Therefore, if a beneficial holder of shares of YCB common stock does not give the broker, bank or other nominee any voting instructions, the holder s shares of common stock will not be voted on those proposals and will not be considered present for purposes of a quorum. It is important that you be sure to provide your broker with instructions on how to vote your shares held in street name.

Abstentions, if any, and broker non-votes, if any, are counted as present for the purpose of determining whether a quorum is present. Once a quorum for the YCB special meeting is established, abstentions, broker non-votes, and shares that are not voted will have the effect of a vote **Against** the proposal to approve the merger agreement. Abstentions, broker non-votes, and shares that are not voted will not, however, have any effect on the outcome of the other proposals to be voted on at the YCB special meeting.

Please check the voting form used by your broker to see if it offers telephone or Internet submission of proxies.

Q: What happens if you return your signed proxy card without indicating how to vote?

A: If you return your signed proxy card without indicating how to vote on any particular proposal, the YCB shares represented by your proxy will be voted on each proposal presented at the YCB special meeting in accordance with the YCB board s recommendation on that proposal. Therefore, if you return a signed proxy card without indicating how to vote on any particular proposal, your shares of YCB common stock will be voted **FOR** approval of the merger agreement; **FOR** approval of the compensation payable to the named executive officers of YCB in connection with the merger; and **FOR** the adjournment of the YCB special meeting, if necessary, to solicit additional proxies in favor of the approval of the merger agreement.

Q: Can you change your vote after you have delivered your proxy card?

A: Yes. You may change your vote at any time before your proxy is voted at the YCB special meeting. You can do this in any of the three following ways:

- by sending a written notice to the corporate secretary of YCB in time to be received before the YCB special meeting stating that you would like to revoke your proxy;

- by completing, signing and dating another proxy card bearing a later date and returning it by mail in time to be received before the YCB special meeting; or you can change your vote by submitting a new, valid proxy by Internet or telephone, with a later date, in which case your later submitted proxy will be recorded and

your earlier proxy revoked; or

if you are a holder of record, by attending the YCB special meeting and voting in person.

If your shares are held in an account at a broker or bank, you should contact your broker or bank to change your vote.

Q: Will shareholders have dissenters rights?

A: No. If you object to the merger, you may vote against approval of the merger agreement. Under applicable Indiana law, you will not be entitled to dissenters rights.

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Q: What do you need to do now?

A: After you carefully read and consider the information contained in and incorporated by reference into this document, please respond as soon as possible by completing, signing and dating your proxy card and returning it in the enclosed postage-paid return envelope, or, by submitting your proxy or voting instructions by telephone or through the Internet, so that your shares will be represented and voted at the YCB special meeting. This will not prevent you from attending the YCB special meeting and voting in person; however in order to assist us in tabulating the votes at the YCB special meeting, we encourage you to vote by proxy even if you do plan to attend the special meeting in person.

Q: Should you send in your YCB stock certificates now?

A: No. You should not send in your YCB stock certificates until you receive transmittal materials after the merger is effective.

Q: Who will solicit and pay the cost of soliciting proxies?

A: YCB directors, officers and employees may solicit proxies by telephone, by facsimile, by mail, on the Internet or in person. They will not be paid any additional amounts for soliciting proxies but may be reimbursed for their reasonable out-of-pocket expenses that they incur. YCB may also reimburse banks, brokers and other custodians, nominees and fiduciaries representing beneficial owners of shares of YCB common stock for their expenses in forwarding soliciting materials to beneficial owners of the YCB common stock and in obtaining voting instructions from those owners.

Q: Who can help answer any other questions that you might have?

A: If you want additional copies of this document, or if you want to ask any questions about the merger, you should contact:

Your Community Bankshares, Inc.

Attn: Matthew A. Muller, Corporate Secretary

101 West Spring St.

New Albany, Indiana 47150

(812)981-7744

SUMMARY

This summary highlights selected information from this proxy statement/prospectus and may not contain all of the information that is important to you. The merger agreement is attached to this proxy statement/prospectus as Annex A. To fully understand the merger and for a more complete description of the terms of the merger, you should carefully read this entire document, including the annexes, and the documents we refer you to under the caption Where You Can Find More Information About WesBanco and YCB beginning on page 87. This proxy statement/prospectus, including information included or incorporated by reference in this proxy statement/prospectus, contains a number of forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 regarding the financial condition, results of operations, earnings outlook, business and prospects of WesBanco and YCB, and the potential combined company, as well as statements applicable to the period following the completion of the merger. You can find some of these statements by looking for words such as plan, believe, expect, intend, anticipate, es project, potential, possible or other similar expressions. These forward-looking statements involve certain risks and uncertainties. The ability of either WesBanco or YCB to predict results or the actual effects of our plans and strategies, particularly after the merger, is inherently uncertain. Because these forward-looking statements are subject to assumptions and uncertainties, actual results may differ materially from those expressed in or implied by these forward-looking statements. See Cautionary Statement Regarding Forward-Looking Statements on page 89.

Unless the context otherwise requires, throughout this proxy statement/prospectus, we, us, our or YCB refers to Your Community Bankshares, Inc., WesBanco refers to Wesbanco, Inc., and you refers to the holders of shares of common stock of YCB. We refer to the merger between YCB and WesBanco as the merger, and the Agreement and Plan of Merger dated as of May 3, 2016 between WesBanco, Wesbanco Bank, Inc. YCB and Your Community Bank as the merger agreement. Also, we refer to the proposed merger of Your Community Bank into Wesbanco Bank, Inc. as the bank merger.

The Merger (See page 33)

We propose a merger of YCB with and into WesBanco. If the merger is consummated, WesBanco will continue as the surviving corporation. The articles of incorporation and bylaws of WesBanco will continue as the articles of incorporation and bylaws of the surviving corporation until amended or repealed in accordance with applicable law. The officers and directors of WesBanco will continue as the officers and directors of the surviving corporation, except that two current YCB directors, Gary L. Libs and Kerry M. Stemler, will be appointed to the board of directors of WesBanco.

The Companies (See pages 73 and 74)

Wesbanco, Inc.

One Bank Plaza

Wheeling, West Virginia 26003

(304) 234-9000

WesBanco, a bank holding company headquartered in Wheeling, West Virginia, offers through its various subsidiaries a full range of financial services including retail banking, corporate banking, personal and corporate trust services, brokerage services, mortgage banking and insurance. WesBanco s banking subsidiary Wesbanco Bank, Inc., operates 141 financial centers in West Virginia, Ohio and Pennsylvania. As of March 31, 2016, WesBanco had approximately

$8.6 billion of consolidated total assets, $6.1 billion of deposits, $5.1 billion of loans and $1.1 million of shareholders equity.

Your Community Bankshares, Inc.

101 West Spring Street

New Albany, Indiana 47150

(812) 944-2224

YCB is a bank holding company headquartered in New Albany, Indiana. YCB is the holding company for Your Community Bank, an Indiana state-chartered commercial bank. Your Community Bank conducts business from 36 financial centers located in Clark, Floyd, and Scott Counties in Indiana and in Bullitt, Fayette, Hardin, Hart, Jefferson, Meade, and Nelson Counties in Kentucky. As of March 31, 2016, YCB had approximately $1.6 billion of total assets, $1.2 billion of total deposits, $1.0 billion of loans and $133 million of shareholders equity.

What YCB Shareholders Will Receive in the Merger (See page 33)

If the merger is completed, for each share of YCB common stock that you own you will receive, (i) 0.964 of a share of WesBanco common stock and (ii) $7.70 in cash, without interest, subject to possible adjustment in accordance with the terms of the merger agreement as discussed below. Collectively, we refer to the 0.964 of a share of WesBanco common stock and the $7.70 in cash to be received as the merger consideration. Instead of fractional shares of WesBanco, YCB shareholders will receive a check for any fractional shares based on the average closing price of WesBanco common stock during a specified period before the effective time of the merger.

The exchange ratio is subject to adjustment if WesBanco completes certain corporate transactions, such as a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other like changes in WesBanco s capitalization.

YCB s Reasons for the Merger and Recommendation to Shareholders (See page 39)

The YCB board of directors has unanimously determined that the merger agreement and the merger are in the best interests of YCB and its shareholders, **and accordingly unanimously approved the merger agreement and recommends that YCB shareholders vote FOR the approval of the merger agreement.**

In determining whether to approve the merger agreement and recommend approval of the merger agreement to the YCB shareholders, YCB s board considered the factors described under Proposal No. 1 Approval of the Merger Agreement YCB s Reasons for the Merger.

Opinion of YCB s Financial Advisor (See page 40)

In connection with the merger, YCB s financial advisor, Keefe, Bruyette & Woods, Inc. (KBW), delivered to the YCB board of directors a written opinion dated May 2, 2016 to the effect that, as of such date and subject to the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by KBW as set forth in its opinion, the merger consideration to be received by the holders of shares of YCB common stock in the proposed merger was fair, from a financial point of view, to the holders of YCB common stock. The full text of the opinion, which describes the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by KBW in preparing the opinion, is attached as Annex B to this proxy statement/prospectus. The opinion was for the information of, and was directed to, the YCB board (in its capacity as such) in connection with its consideration of the financial terms of the merger. The opinion did not address the

underlying business decision of YCB to engage in the merger or enter into the merger agreement, nor does it constitute a recommendation to the YCB board in connection with the merger or a recommendation to any holder of YCB common stock or any shareholder of any other entity as to how to vote in connection with the merger or any other matter.

Treatment of YCB Stock Options (See page 36)

The merger agreement provides that upon completion of the merger, each option to purchase shares of YCB common stock then outstanding, whether or not then exercisable, will be cancelled in exchange for the right to receive an amount in cash, without interest, equal to the product of (i) the aggregate number of shares of YCB common stock subject to such stock option, multiplied by (ii) the excess, if any, of $38.50 over the per share exercise price of such YCB stock option. The cash payment will be subject to applicable tax withholding. YCB has agreed to take the action necessary to implement the provisions of the merger agreement relating to the cancellation of outstanding options to purchase shares of YCB common stock in the merger in exchange for cash.

Treatment of YCB Restricted Stock Units (See page 36)

Except for certain restricted stock units held by James D. Rickard, Paul A. Chrisco and Kevin J. Cecil, at or prior to the effective time of the merger, each outstanding YCB restricted stock unit will vest in full and will be converted into the right to receive the merger consideration. Certain unvested restricted stock unit awards previously issued by YCB to James D. Rickard, Paul A. Chrisco and Kevin J. Cecil will be converted into WesBanco restricted stock units under the terms of the merger agreement.

Special Meeting (See page 30)

A special meeting of YCB s shareholders will be held at YCB s Main Office, 101 West Spring Street, New Albany, Indiana, on Friday, August 19, 2016 at 9:00 am Eastern Time. At the YCB special meeting, YCB shareholders will be asked to: (i) approve the merger agreement; (ii) approve, in a non-binding advisory vote, the compensation payable to the named executive officers of YCB in connection with the merger; and (iii) approve an adjournment of the YCB special meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the time of the YCB special meeting.

Record Date; Voting Power (See pages 30 and 31)

You may vote at the special meeting only if you owned shares of YCB common stock at the close of business on July 1, 2016, referred to as the record date. On the record date, there were 5,492,470 shares of YCB common stock outstanding. You may cast one vote for each share of YCB common stock you owned on the record date. You can vote your shares by telephone, the Internet or by returning the enclosed proxy by mail, or you may vote in person by appearing at the YCB special meeting. You can change your vote by submitting a later-dated proxy by telephone, the Internet or by mail, provided that it must be received prior to the YCB special meeting. You can also change your vote by attending the YCB special meeting and voting in person.

Vote Required (See pages 30 and 31)

Merger Agreement Proposal. The affirmative vote of a majority of the shares of YCB common stock entitled to vote is required to approve the merger agreement. Abstentions, broker non-votes, and unvoted shares will have the effect of a vote **Against** the proposal to approve the merger agreement.

Advisory Vote on Golden Parachute Compensation and Adjournment Proposal. To approve (i) the compensation payable to the named executive officers of YCB in connection with the merger in a non-binding advisory vote, and (ii) the adjournment of the YCB special meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the time of the YCB special meeting, more votes must be cast in favor of each proposal than are cast against each proposal. Abstentions, broker non-votes, and unvoted shares will have no

effect on the outcome of either of these proposals.

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Voting Agreements (See page 72)

As of the record date, the directors and executive officers of YCB controlled 615,986 shares of YCB common stock, or approximately 11.2% of the outstanding shares of YCB common stock entitled to vote at the YCB special meeting.

In connection with the merger agreement, WesBanco entered into voting agreements with all of YCB s directors and executive officers, who are George M. Ballard, R. Wayne Estopinal, James E. Geisler, Phillip J. Keller, Gerald T. Koetter, Gary L. Libs, James D. Rickard, Kerry M. Stemler, Steven R. Stemler, Michael K. Bauer, Scott P. Carr, Paul A. Chrisco, J. Robert McIlvoy, Kevin J. Cecil, Bill D. Wright, Maury Young and Lisa B. Morley. In the voting agreements, each of these shareholders has generally agreed to vote all of the shares of YCB common stock he or she controls to approve the merger agreement.

Quorum; Abstentions and Broker Non-Votes (See pages 30 and 31)

A quorum must be present to transact business at the YCB special meeting. If you submit a properly executed proxy card, even if you abstain from voting, your shares will be counted for purposes of calculating whether a quorum is present at the special meeting. A quorum at the YCB special meeting requires the presence, whether in person or by proxy, of a majority of the outstanding shares of YCB common stock as of the record date.

An abstention occurs when a shareholder attends a meeting, either in person or by proxy, but abstains from voting. A broker non-vote can occur only if the beneficial owner gives the record holder instructions to vote on at least one, but less than all, of the proposals to be voted upon at the special meeting. None of the proposals to be voted upon at the YCB special meeting are routine matters, and brokers, banks and other nominees holding shares in street name will not be permitted to vote on any proposal without instructions from the beneficial holder with respect to that specific proposal. If a beneficial holder of shares of YCB common stock does not give the broker, bank or other nominee any voting instructions, the holder s shares of common stock will not be voted on any proposal and will not be considered present for purposes of a quorum.

At the YCB special meeting, abstentions and broker non-votes will be counted in determining whether a quorum is present. Abstentions, broker non-votes, and unvoted shares will have the effect of a vote **Against** the proposal to approve the merger agreement. Abstentions, broker non-votes, and unvoted shares will have no effect on the outcome of either the advisory vote on golden parachute compensation proposal or the adjournment proposal. If no instruction as to how to vote is given (including no instruction to abstain) in an executed, duly returned and not revoked proxy, the proxy will be voted **For** (i) approval of the merger agreement, (ii) approval, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; and (iii) approval of the adjournment of the YCB special meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the time of the YCB special meeting.

No Dissenters Rights (See page 58)

Under Indiana law, holders of YCB common stock will not be entitled to dissenters rights. Therefore, if you own shares of YCB common stock on the record date but you are against the merger, you may vote against approval of the merger agreement but you may not exercise dissenters rights for your YCB shares.

Shares to be Issued by WesBanco in the Merger; Ownership of WesBanco after the Merger

WesBanco will issue a maximum of approximately 5,488,721 shares of its common stock to YCB shareholders in connection with the merger, based on the number of (1) unrestricted shares of YCB common

stock and restricted stock units (other than ones being assumed by WesBanco) outstanding on the record date and (2) shares of YCB common stock potentially issuable pursuant to outstanding stock options, assuming no adjustment to the exchange ratio is made. Assuming that WesBanco issues that maximum number of shares, those shares would constitute approximately 12.5% of the outstanding stock of WesBanco after the merger, based on the number of shares of WesBanco common stock outstanding on April 29, 2016. The WesBanco shares to be issued in the merger will be listed for trading on the Nasdaq Global Select Market under the symbol WSBC.

Material U.S. Federal Income Tax Consequences (See page 58)

It is a condition to the completion of the merger, unless waived by the parties in writing, that each of WesBanco and YCB receives a legal opinion from their respective tax counsel to the effect that the merger will be treated as a reorganization for United States federal income tax purposes within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the Code). Accordingly, we expect the merger generally to be tax-free to YCB shareholders for United States federal income tax purposes with respect to the shares of WesBanco common stock that they receive pursuant to the merger. A YCB shareholder generally will recognize gain, but not loss, in an amount equal to the lesser of (1) the amount of cash received pursuant to the merger (excluding any cash received in lieu of a fractional share) and (2) the amount of gain realized (*i.e.*, the excess, if any, of the sum of the cash received and the fair market value of the WesBanco common stock received pursuant to the merger over that holder s adjusted tax basis in its shares of YCB common stock surrendered). Cash received in lieu of a fractional share will be subject to taxation as described under the caption Proposal No. 1 Approval of the Merger Agreement Material U.S. Federal Income Tax Consequences of the Merger Cash Received in Lieu of a Fractional Share of WesBanco Common Stock.

You should read the summary under the caption Proposal No. 1 Approval of the Merger Agreement Material U.S. Federal Income Tax Consequences of the Merger beginning on page 58 for a more complete discussion of the U.S. federal income tax consequences of the merger. You should also consult your own tax advisor concerning all U.S. federal, state, local and foreign tax consequences of the merger that may apply to you.

Certain Differences in the Rights of Shareholders (See page 75)

YCB is an Indiana corporation governed by Indiana law, and WesBanco is a West Virginia corporation governed by West Virginia law. Once the merger occurs, YCB shareholders will become shareholders of WesBanco and their rights will be governed by West Virginia law and WesBanco s corporate governing documents rather than Indiana law and YCB s governing documents. Because of the differences between the laws of the State of Indiana and the State of West Virginia and the respective corporate governing documents of YCB and WesBanco, YCB s shareholders rights as shareholders will change as a result of the merger. These include, among other things, differences in shareholders rights related to notice and adjournment of shareholder meetings, the calling of special meetings of shareholders, dissenters rights, the number and term of directors, nomination of directors, removal of directors and filling vacancies on the board of directors, cumulative voting, indemnification of officers and directors, amendment of articles of incorporation and bylaws, and statutory provisions affecting control share acquisitions and business combinations.

Conditions to the Merger (See page 67)

Completion of the merger is subject to the satisfaction or waiver of the conditions specified in the merger agreement, including, among others, those listed below:

- the approval of the merger agreement by the shareholders of YCB;

the absence of a law or injunction prohibiting the merger;

- receipt by WesBanco and YCB of all necessary approvals of governmental and regulatory authorities;

- the receipt of an opinion from each party s tax counsel, dated as of the closing date of the merger, to the effect that for federal income tax purposes the merger will be treated as a reorganization within the meaning of Section 368(a) of the Code;

- the shares of WesBanco common stock to be issued in exchange for the shares of YCB common stock must have been approved for listing on the Nasdaq Global Select Market; and

- the aggregate amount of certain YCB loans being below a maximum amount agreed to by WesBanco and YCB in the merger agreement.

Termination of the Merger Agreement (See page 68)

The parties can agree to terminate the merger agreement at any time prior to completion of the merger, and either WesBanco or YCB can terminate the merger agreement if, among other reasons, any of the following occurs:

- the merger agreement is not approved by the YCB shareholders;

- the merger is not completed by March 31, 2017;

- a court or other governmental authority permanently prohibits the merger; or

- the other party breaches or materially fails to comply with any of its representations, warranties or obligations under the merger agreement.

YCB will also have the right to terminate the merger agreement if the average closing price of WesBanco common stock during a specified period before the effective time of the merger is less than $25.57 and WesBanco common stock underperforms the Nasdaq Bank Index by more than 20%. Subject to certain conditions, YCB may also terminate the merger agreement in order to enter into an agreement with respect to an unsolicited proposal that if consummated would be reasonably likely to result in a transaction more favorable to YCB s shareholders from a financial point of view, provided that YCB pays the termination fee described below upon entering into such an agreement.

Termination Fee (See page 70)

The merger agreement provides that if the merger agreement is terminated under certain circumstances, described more fully beginning on page 70, YCB will be required to pay a termination fee of $7,525,000 to WesBanco.

We May Amend the Terms of the Merger and Waive Rights Under the Merger Agreement (See page 71)

We may jointly amend the terms of the merger agreement, and either party may waive its right to require the other party to adhere to any of those terms, to the extent legally permissible. However, after the approval of the merger agreement by the YCB shareholders, there may not be, without further approval of YCB s shareholders, any amendment of the merger agreement that requires such further approval under applicable law or would alter the amount or kind of the WesBanco common stock portion of the merger consideration to be received by YCB shareholders.

Effective Date of the Merger

We expect the merger to be completed as soon as practicable after all regulatory approvals and shareholder approvals have been received. We expect this to occur during the third or fourth quarter of 2016.

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Regulatory Approvals (See page 56)

In addition to the approval of the YCB shareholders, the merger is subject to the approval of the Federal Deposit Insurance Corporation, Board of Governors of the Federal Reserve System (unless a waiver is granted), the West Virginia Division of Financial Institutions, and the Indiana Department of Financial Institutions. These governmental authorities may impose conditions for granting approval of the merger. Neither WesBanco nor YCB can offer any assurance that all necessary approvals will be obtained or the date when any such approvals will be obtained.

Interests of Certain Persons in the Merger (See page 52)

The directors and executive officers of YCB have financial and other interests in the merger that differ from, or are in addition to, their interests as shareholders of YCB. These interests include, but are not limited to:

- the continued indemnification of current and former directors and executive officers under the merger agreement and providing these individuals with directors and officers insurance for six years after the merger;
- the receipt of payments by the executive officers of YCB pursuant to employment or change in control severance agreements with YCB;
- the continuation of certain benefits for certain officers and directors of YCB;
- the accelerated vesting of most unvested restricted stock unit awards upon completion of the merger;
- the receipt of cash payments upon completion of the merger as a result of cancellation of all outstanding stock options, whether or not then exercisable;
- the appointment of two current YCB directors, Gary L. Libs and Kerry M. Stemler, to the board of directors of WesBanco and WesBanco Bank upon completion of the merger;
- the appointment of each member of YCB s board of directors to an advisory board for the Indiana and Kentucky markets of WesBanco Bank to be created upon completion of the merger;
- concurrently with the execution of the merger agreement, WesBanco and YCB entered into employment agreement amendments with each of James D. Rickard, Paul A. Chrisco, Kevin J. Cecil, Michael K. Bauer and Bill D. Wright, pursuant to which these executive officers will receive certain payments upon completion of the merger and will be bound to non-compete, non-disparagement and non-solicitation covenants and subject to certain potential claw backs after the merger is completed;

the creation of a retention bonus pool for the purpose of retaining the services of certain key employees of YCB; and

grants of WesBanco restricted stock to certain key employees of YCB, effective upon completion of the merger, which would cliff vest after three years, for the purpose of retaining those key employees of YCB as WesBanco employees after the merger.

The YCB board of directors knew about these additional interests, and considered them when the board approved and approved the merger agreement. See Proposal No. 1 Approval of the Merger Agreement Interests of Certain Persons in the Merger beginning on page 52 for more detailed information about these interests.

Ownership of Common Stock by Directors, Executive Officers and Affiliates (See page 31)

As of the record date, the directors, executive officers and affiliates of YCB owned or controlled the vote of 615,986 shares of YCB common stock constituting approximately 11.2% of the outstanding shares of YCB

common stock. In addition, YCB s directors and executive officers have entered into voting agreements with WesBanco in which each executive officer or director has agreed to vote his or her YCB shares to approve the merger. See Other Material Agreements Relating to the Merger Voting Agreements.

Advisory (Non-binding) Vote on Golden Parachute Compensation (See page 85)

In accordance with Securities and Exchange Commission (SEC) rules, YCB shareholders will vote on a proposal to approve on an advisory (non-binding) basis, certain payments that will or may be made to YCB s named executive officers in connection with the merger. These payments are reported in the Summary of Golden Parachute Arrangements table on page 55 and the associated narrative discussion.

Adjournment Proposal (See page 86)

YCB shareholders are being asked to approve a proposal to grant YCB s board of directors discretionary authority to adjourn the YCB special meeting, if necessary, to solicit additional proxies in favor of the merger proposal if a quorum is present at the YCB special meeting but there are insufficient votes to approve the merger agreement.

Recommendation of the YCB Board of Directors (See page 32)

The YCB board of directors determined that the merger is in the best interests of YCB shareholders. Accordingly, it has unanimously recommended that YCB shareholders vote ***FOR*** the proposal to approve the merger agreement. See Proposal No. 1 Approval of the Merger Agreement Background of the Merger at page 36. In addition the YCB board of directors unanimously recommends that YCB shareholders vote ***FOR*** the proposal to approve, in a non-binding, advisory vote, the compensation payable to the named executive officers of YCB in connection with the merger, and ***FOR*** the proposal to adjourn the YCB special meeting if necessary to solicit additional proxies in favor of the approval of the merger agreement.

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SHARE INFORMATION AND MARKET PRICES

The following table presents the closing market prices for WesBanco and YCB common stock on May 3, 2016 and July 11, 2016, respectively. May 3, 2016 was the last full trading day prior to the public announcement of the signing of the merger agreement. July 11, 2016 was the last full trading day prior to the date of this proxy statement/prospectus for which it was practicable to obtain this information for WesBanco and YCB. This table also shows the merger consideration equivalent proposed for each share of YCB common stock, which was calculated by multiplying the closing price of WesBanco common stock on those dates by the exchange ratio of 0.964 and adding the cash consideration of $7.70 per share.

	WesBanco	YCB	YCB Merger Consideration Equivalent
May 3, 2016	$ 31.80	$ 33.75	$ 38.36
July 11, 2016	$ 31.45	$ 37.57	$ 38.02

WesBanco common stock trades on the Nasdaq Global Select Market under the trading symbol WSBC. YCB common stock trades on the Nasdaq Capital Market under the trading symbol YCB. The market prices of shares of WesBanco common stock and YCB common stock fluctuate from day to day. As a result, you should obtain current market quotations to evaluate the merger. These quotations are available from stockbrokers, in major newspapers such as The Wall Street Journal, and on the Internet. The market price of the WesBanco common stock at the effective time of the merger or at the time shareholders of YCB receive their shares of WesBanco common stock may be higher or lower than the market price at the time the merger agreement was executed, at the date of mailing of this proxy statement/prospectus or at the time of the YCB special meeting.

The following table shows, for the periods indicated, the high and low sales prices for WesBanco common stock and YCB common stock as reported by the Nasdaq Global Select Market and Nasdaq Capital Market, respectively, and the cash dividends declared per share.

	WesBanco Common Stock			YCB Common Stock		
	High	Low	Dividend	High	Low	Dividend
2014						
January-March	$ 32.38	$ 26.77	$ 0.22	$ 23.34	$ 19.11	$ 0.12
April-June	32.49	28.27	0.22	28.72	21.51	0.12
July-September	32.11	28.87	0.22	26.99	25.65	0.12
October-December	35.70	29.71	0.22	28.00	26.23	0.12
2015						
January-March	35.08	30.11	0.23	27.95	26.60	0.12
April-June	35.39	30.75	0.23	28.50	26.86	0.12
July-September	36.11	29.26	0.23	30.20	27.05	0.12
October-December	34.32	29.49	0.23	32.18	28.25	0.12
2016						
January-March	30.36	26.93	0.24	33.92	29.96	0.12
April-June	33.47	28.89	0.24	38.51	30.90	0.12

July 1-July 11	31.50	29.78	38.10	36.17

Holders of WesBanco common stock are entitled to receive dividends when, as and if declared by WesBanco s board of directors out of funds legally available for dividends. Historically, WesBanco has paid quarterly cash dividends on its common stock, and its board of directors presently intends to continue to pay regular quarterly cash dividends. WesBanco s ability to pay dividends to its shareholders in the future will depend on its earnings and financial condition, liquidity and capital requirements, the general economic and regulatory climate, its ability to service any equity or debt obligations senior to its common stock, including its outstanding trust preferred securities and accompanying junior subordinated debentures, and other factors

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deemed relevant by its board of directors. In order to pay dividends to shareholders, WesBanco must receive cash dividends from WesBanco Bank. As a result, WesBanco s ability to pay future dividends will depend upon the earnings of WesBanco Bank, its financial condition and its need for funds. A discussion of the restrictions on WesBanco s dividend payments is included in WesBanco s Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See Where You Can Find More Information About WesBanco and YCB.

As of the record date, YCB had approximately 1,083 shareholders of record. Certain shares of YCB are held in nominee or street name and accordingly, the number of beneficial owners of such shares is not known or included in the foregoing number. Holders of YCB common stock are entitled to receive dividends when, as and if declared by the YCB board of directors out of funds legally available for dividends. A discussion of the restrictions on YCB s dividend payments is included in YCB s Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See Where You Can Find More Information About WesBanco and YCB.

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SELECTED HISTORICAL FINANCIAL DATA OF WESBANCO

The following table sets forth certain historical financial data concerning WesBanco as of or for the three months ended March 31, 2016 and 2015 and as of or for each of the five fiscal years ended December 31, 2015, which is derived from WesBanco s consolidated financial statements. The following information is only a summary, and you should read this information in conjunction with WesBanco s audited consolidated financial statements and related notes included in WesBanco s Annual Report on Form 10-K for the year ended December 31, 2015, and unaudited interim consolidated financial statements included in WesBanco s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2016 and 2015, which have been filed with the SEC and are incorporated by reference into this document and from which this information is derived. See Where You Can Find More Information About WesBanco and YCB beginning on page 87.

ollars in thousands, except r share amounts)	As of or for the Three Months Ended March 31,		As of or for the years ended December 31,				
	2016	2015	2015	2014	2013	2012	2011
	(Unaudited)						
mmary Statements of come							
et interest income	$ 59,842	$ 54,955	$ 236,987	$ 193,228	$ 185,487	$ 168,351	$ 169,365
ovision for credit losses	2,324	1,289	8,353	6,405	9,086	19,874	35,311
her income	19,393	18,190	74,466	68,504	69,285	64,775	59,888
her expense	45,343	53,441	193,923	161,633	160,998	150,120	140,295
come tax provision	8,694	4,528	28,415	23,720	20,763	13,588	9,838
et income available to mmon shareholders	22,874	13,887	80,762	69,974	63,925	49,544	43,809
r Share Information							
rnings							
sic per common share	0.60	0.40	2.15	2.39	2.18	1.84	1.65
luted per common share	0.60	0.40	2.15	2.39	2.18	1.84	1.65
vidends per common share	0.24	0.23	0.92	0.88	0.78	0.70	0.62
ok value per common share	29.87	28.38	29.18	26.90	25.59	24.45	23.80
ngible common book value r share (1)	17.17	15.67	16.51	16.09	14.68	13.48	13.29
lected Ratios							
turn on average assets	1.08%	0.75%	0.99%	1.12%	1.05%	0.88%	0.81%
turn on average equity	8.07%	5.89%	7.62%	8.97%	8.72%	7.54%	7.01%
lowance for loan losses to tal loans	0.83%	0.91%	0.82%	1.09%	1.22%	1.43%	1.69%
lowance for loan losses to tal non- performing loans	0.98x	0.75x	0.93x	0.88x	0.92x	0.83x	0.63x
areholders equity to total sets	13.37%	13.26%	13.25%	12.52%	12.15%	11.75%	11.45%
ngible common equity to ngible assets (1)	8.15%	7.78%	7.95%	7.88%	7.35%	6.84%	6.73%
er 1 leverage ratio	9.46%	10.62%	9.38%	9.88%	9.27%	9.34%	8.71%

ier 1 capital to risk-weighted ssets	13.30%	14.09%	13.35%	13.76%	13.06%	12.82%	12.68
otal capital to risk-weighted ssets	14.06%	14.92%	14.11%	14.81%	14.19%	14.07%	13.93
ommon equity tier 1 capital tio (CET 1)	11.58%	11.49%	11.66%	N/A	N/A	N/A	N/A
lected Balance Sheet formation							
ssets	$ 8,569,381	$ 8,233,279	$ 8,470,298	$ 6,296,565	$ 6,144,773	$ 6,078,717	$ 5,536,030
curities	2,385,687	2,398,189	2,422,450	1,511,094	1,532,906	1,623,753	1,609,265
et portfolio loans	5,093,860	4,829,548	5,024,132	4,042,112	3,847,549	3,635,063	3,184,558
eposits	6,142,892	6,416,202	6,066,299	5,048,983	5,062,530	4,944,284	4,393,866
areholders equity	1,145,910	1,091,384	1,122,132	788,190	746,595	714,184	633,790

(1) See Non-GAAP Financial Measures for additional information relating to the calculation of this ratio.
N/A Not applicable

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SELECTED HISTORICAL FINANCIAL DATA OF YCB

The following table sets forth certain historical financial data concerning YCB as of or for the three months ended March 31, 2016 and 2015 and as of or for each of the five fiscal years ended December 31, 2015, which is derived from YCB s consolidated financial statements. The following information is only a summary, and you should read this information in conjunction with YCB s audited consolidated financial statements and related notes included in YCB s Annual Report on Form 10-K for the year ended December 31, 2015, and unaudited interim consolidated financial statements included in YCB s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2016 and 2015, which have been filed with the SEC and are incorporated by reference into this document and from which this information is derived. See Where You Can Find More Information About WesBanco and YCB beginning on page 87.

llars in thousands, except per share unts)	**As of or for the Three Months Ended March 31,**		**As of or for the fiscal years ended December 31,**				
	2016	**2015**	**2015**	**2014**	**2013**	**2012**	**2011**
	(Unaudited)						
mary Statements of Income							
interest income	$ 12,996	$ 13,484	$ 54,685	$ 32,333	$ 31,026	$ 28,796	$ 28,27
vision for credit losses		106	2,591	1,275	3,410	4,101	4,39
er income	2,564	2,412	11,379	6,445	8,684	8,423	8,48
er expense	11,236	17,924	52,935	26,489	26,071	23,748	22,86
me tax provision (benefit)	629	(1,198)	134	2,001	1,562	1,685	2,09
erred stock dividends		110	420	439	802	764	1,37
income available to common eholders	3,695	(1,046)	9,984	8,574	7,865	6,921	6,03
Share Information							
ings							
c per common share	0.68	(0.19)	1.85	2.49	2.32	2.06	1.8
ted per common share	0.67	(0.19)	1.82	2.46	2.32	2.06	1.7
dends per common share	0.12	0.12	0.48	0.48	0.43	0.40	0.4
k value per common share	24.37	21.81	23.41	20.75	17.77	17.34	15.4
gible common book value per e (1)	22.60	19.78	21.57	20.55	17.48	17.15	15.2
cted Ratios							
rn on average assets	0.95%	(0.23%)	0.65%	1.04%	1.04%	0.95%	0.9
rn on average equity	11.34%	(2.57%)	7.03%	9.54%	10.03%	9.13%	10.5
wance for loan losses to total loans	0.59%	0.71%	0.67%	1.07%	1.43%	1.92%	2.0
wance for loan losses to total non-orming loans	2.41x	0.41x	1.71x	0.86x	1.03x	1.01x	0.65
eholders equity to total assets	8.57%	8.96%	8.17%	11.20%	10.43%	10.55%	9.9
gible common equity to tangible ts (1)	8.00%	6.60%	7.58%	7.98%	7.02%	7.06%	6.3
1 leverage ratio	9.50%	7.70%	9.20%	13.00%	12.50%	12.20%	11.7
1 capital to risk-weighted assets	12.20%	11.50%	12.60%	17.70%	17.20%	17.90%	16.3
l capital to risk-weighted assets	14.80%	15.00%	15.40%	18.70%	18.50%	19.10%	17.5

mon equity tier 1 capital ratio T 1)	9.70%	9.20%	10.10%	N/A	N/A	N/A	N/
cted Balance Sheet Information							
ets	$ 1,550,467	$ 1,622,355	$ 1,556,015	$ 888,746	$ 846,735	$ 819,500	$ 797,35
rities	348,068	385,498	378,978	202,177	195,327	251,205	198,74
portfolio loans	1,041,320	998,295	1,009,463	597,110	552,926	456,827	489,74
osits	1,237,964	1,337,723	1,262,064	650,944	643,625	624,667	581,35
eholders equity	132,917	145,272	127,086	99,548	88,339	86,442	79,48

(1) See Non-GAAP Financial Measures for additional information relating to the calculation of this ratio.
N/A Not applicable

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NON-GAAP FINANCIAL MEASURES

The following non-GAAP financial measures used by WesBanco and YCB provide information useful to investors in understanding operating performance and trends, and facilitate comparisons with the performance of peers. The following tables summarize the non-GAAP financial measures derived from amounts reported in WesBanco and YCB s financial statements.

WesBanco, Inc.

udited, dollars in ands, except per share nts)	**March 31,**		**December 31,**				
	2016	**2015**	**2015**	**2014**	**2013**	**2012**	**2011**
ible common book per share:							
shareholders equity	$ 1,145,910	$ 1,091,384	$ 1,122,132	$ 788,190	$ 746,595	$ 714,814	$ 633,7
goodwill and other gible assets net of red tax liability	(487,267)	(488,911)	(487,270)	(316,914)	(318,161)	(320,399)	(279,9
ble common equity	658,643	602,473	634,862	471,276	428,434	393,785	353,8
non shares outstanding	38,362,534	38,449,812	38,459,635	29,298,188	29,175,236	29,214,660	26,629,3
ble common book per share	$ 17.17	$ 15.67	$ 16.51	$ 16.09	$ 14.68	$ 13.48	$ 13.
ible common equity to ble assets:							
shareholders equity	$ 1,145,910	$ 1,091,384	$ 1,122,132	$ 788,190	$ 746,595	$ 714,184	$ 633,7
goodwill and other gible assets net of red tax liability	(487,267)	(488,911)	(487,270)	(316,914)	(318,161)	(320,399)	(279,9
ble common equity	658,643	602,473	634,862	471,276	428,434	393,785	353,8
assets	8,569,381	8,233,279	8,470,298	6,296,565	6,144,773	6,078,717	5,536,0
goodwill and other gible assets net of red tax liability	(487,267)	(488,911)	(487,270)	(316,914)	(318,161)	(320,399)	(279,9
ble assets	8,082,114	7,744,368	7,983,028	5,979,651	5,826,612	5,758,318	5,256,0
ble common equity to ble assets	8.15%	7.78%	7.95%	7.88%	7.35%	6.84%	6.

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Your Community Bankshares, Inc.

naudited, dollars in ousands, except per share mounts)	March 31, 2016	March 31, 2015	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
angible common book alue per share:							
otal common shareholders quity	$ 132,917	$ 117,272	$ 127,086	$ 71,548	$ 60,339	$ 58,442	$ 51,485
ess: goodwill and other tangible assets	(9,661)	(10,896)	(9,960)	(682)	(1,004)	(638)	(865)
angible common equity	123,256	106,376	117,126	70,866	59,335	57,804	50,620
ommon shares outstanding	5,453,271	5,378,037	5,429,766	3,447,826	3,394,657	3,371,131	3,327,484
angible common book alue per share	$ 22.60	$ 19.78	$ 21.57	$ 20.55	$ 17.48	$ 17.15	$ 15.21
angible common equity to ngible assets:							
otal common shareholders quity	$ 132,917	$ 117,272	$ 127,086	$ 71,548	$ 60,339	$ 58,442	$ 51,485
ess: goodwill and other tangible assets	(9,661)	(10,896)	(9,960)	(682)	(1,004)	(638)	(865)
angible common equity	123,256	106,376	117,126	70,866	59,335	57,804	50,620
otal assets	1,550,467	1,622,355	1,556,015	888,746	846,735	819,500	797,354
ess: goodwill and other tangible assets	(9,661)	(10,896)	(9,960)	(682)	(1,004)	(638)	(865)
angible assets	1,540,806	1,611,459	1,546,055	888,064	845,731	818,862	796,489
angible common equity to ngible assets	8.00%	6.60%	7.58%	7.98%	7.02%	7.06%	6.36%

Pro forma Combined[1]

(unaudited, dollars in thousands, except per share amounts)	March 31, 2016	December 31, 2015
Tangible common book value per share:		
Total common shareholders equity	$ 1,322,333	$ 1,296,351
Less: goodwill and other intangible assets net of deferred tax liability	(591,177)	(591,180)
Tangible common equity	731,156	705,171

Common shares outstanding	43,789,147	43,789,147
Tangible common book value per share	$ 16.70	$ 16.10

(1) See Comparative Per Share Data for additional information relating to the calculation of this ratio.

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COMPARATIVE PER SHARE DATA

(Unaudited)

The following tables set forth the basic earnings, diluted earnings, cash dividends and book value per common share data for WesBanco and YCB on a historical basis, on a pro forma combined basis, and on a per equivalent YCB share basis, as of or for the three month period ending March 31, 2016, and as of or for the fiscal year ended December 31, 2015.

The pro forma data was derived by combining the historical consolidated financial information of WesBanco and YCB using the acquisition method of accounting for business combinations and assumes the transaction is completed as contemplated. The pro forma and pro forma-equivalent per share information gives effect to the merger as if the transactions had been effective on the dates presented, in the case of the book value data, and as if the transactions had become effective on January 1, 2015, in the case of the earnings per share and dividends declared data. The unaudited pro forma data in the tables assume that the merger is accounted for using the acquisition method of accounting and represent a current estimate based on available information of the combined company s results of operations. The pro forma financial adjustments record the assets and liabilities of YCB at their estimated fair values and are subject to adjustment as additional information becomes available and as additional analyses are performed. The information in the following table is based on, and should be read together with, the financial information and financial statements of WesBanco and YCB incorporated by reference in this joint proxy statement/prospectus. See Where You Can Find More Information About WesBanco and YCB on page 87.

This information is presented for illustrative purposes only. You should not rely on the pro forma combined or pro forma equivalent amounts as they are not necessarily indicative of the operating results or financial position that would have occurred if the merger had been completed as of the dates indicated, nor are they necessarily indicative of the future operating results or financial position of the combined company. The pro forma information, although helpful in illustrating the financial characteristics of the combined company under one set of assumptions, does not reflect the benefits of expected cost savings, opportunities to earn additional revenue, the impact of restructuring and merger-related costs, or other factors that may result as a consequence of the merger and, accordingly, does not attempt to predict or suggest future results. In order to avoid crossing over $10.0 billion in total assets, WesBanco expects to sell approximately $200 million of securities and pay down $200 million in Federal Home Loan Bank borrowings prior to or at closing of the merger. The net income effect of this sale has been included in the pro forma combined earnings per share for the three months ended March 31, 2016 and the fiscal year ended 2015 in the table below.

	WesBanco Historical	Your Community Bankshares, Inc.	Pro Forma Combined	Per Equivalent Your Community Bankshares, Inc.
Earnings per share for the three months ended March 31, 2016:				
Basic	$ 0.60	$ 0.68	$ 0.59	$ 0.57
Diluted	0.60	0.67	0.59	0.57
Cash dividends per share declared for the three months ended March 31,	0.24	0.12	0.24	0.23

2016 (1)				
Book value per common share as of March 31, 2016	29.87	24.37	30.20	29.11
Tangible common book value per share as of March 31, 2016 (2)	17.17	22.60	16.70	16.10

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	WesBanco Historical	Your Community Bankshares, Inc.	Pro Forma Combined	Per Equivalent Your Community Bankshares, Inc.
Earnings per share for the fiscal year ended 2015:				
Basic	$ 2.15	$ 1.85	$ 2.06	$ 1.99
Diluted	2.15	1.82	2.06	1.99
Cash dividends per share declared for the fiscal year ended 2015 (1)	0.92	0.48	0.92	0.89
Book value per common share as of the fiscal year end 2015	29.18	23.41	29.60	28.54
Tangible common book value per share as of the fiscal year end 2015 (2)	16.51	21.57	16.10	15.52

(1) Pro forma dividends per share represent WesBanco s historical dividends per share.
(2) See Non-GAAP Financial Measures for additional information relating to the calculation of this ratio.

RISK FACTORS

In addition to the other information included in and incorporated by reference into this proxy statement/prospectus, including the matters addressed in Cautionary Statement Regarding Forward-Looking Statements, and the risk factors included in WesBanco s Annual Report on Form 10-K for the fiscal year ended December 31, 2015, and YCB s Annual Report on Form 10-K for the fiscal year ended December 31, 2015, you should carefully consider the following risk factors before deciding whether to vote to approve the merger agreement. For further discussion of these and other risk factors, please see WesBanco s and YCB s periodic reports and other documents incorporated by reference into this proxy statement/prospectus. See Where You Can Find More Information About WesBanco and YCB beginning on page 87.

Because the market price of WesBanco common stock may fluctuate, YCB shareholders cannot be certain of the market value of the WesBanco common stock that they will receive in the merger.

Upon completion of the merger, each share of YCB common stock will become the right to receive (i) 0.964 of a share of WesBanco common stock and (ii) $7.70 in cash, without interest. Accordingly, upon completion of the merger, YCB shareholders will have the right to receive WesBanco common stock at an exchange ratio of 0.964 of a share of WesBanco common stock for each share of YCB common stock owned. Any change in the price of WesBanco common stock prior to completion of the merger will affect the market value of the stock that YCB shareholders will receive on the date of the merger. YCB will not have the right to terminate the merger agreement due to a decline in the trading price of WesBanco common stock unless both (a) the average closing price of WesBanco common stock during a specified period before the effective time of the merger is less than $25.57 and (b) WesBanco common stock underperforms the Nasdaq Bank Index by more than 20%.

Stock price changes may result from a variety of factors, including general market and economic conditions, changes in WesBanco s businesses, operations and prospects, and regulatory considerations. We urge YCB shareholders to obtain current market quotations for WesBanco and YCB common stock when deciding how to vote.

If the price of WesBanco common stock declines, YCB shareholders may receive less value for their shares upon completion of the merger than the value calculated pursuant to the exchange ratio on the date the merger agreement was executed, on the date of this proxy statement/prospectus or on the date of the YCB shareholder meeting. For example, based on the range of closing prices of WesBanco common stock during the period from May 3, 2016, the last full trading day before public announcement of the merger, through July 11, 2016, the last practicable full trading day prior to the date of this proxy statement/prospectus, the exchange ratio (which does not include the $7.70 payable in cash per YCB share) represented a value ranging from a high of $31.74 on May 25, 2016 to a low of $28.38 on June 27, 2016 for each share of YCB common stock. Because the date the merger is completed will be later than the date of the YCB special meeting, YCB shareholders will not know what the market value of WesBanco common stock will be upon completion of the merger when voting at the YCB special meeting.

The opinion of YCB s financial advisor delivered to the YCB board of directors does not reflect changes in circumstances after the date of the opinion.

The YCB board of directors received an opinion, dated May 2, 2016, from YCB s financial advisor as to the fairness, from a financial point of view, to the holders of YCB common stock of the merger consideration as of that date. Subsequent changes in the operation and prospects of YCB or WesBanco, general market and economic conditions and other factors that may be beyond the control of YCB or WesBanco may significantly alter the value of YCB or WesBanco or the prices of the shares of YCB common stock or WesBanco common stock by the time the merger is completed. The opinion does not speak as of the time the merger is completed, or as of any other date other than the

date of the opinion. The opinion of YCB s financial advisor is attached as *Annex B* to this proxy statement/prospectus. See Proposal No. 1 Approval of the Merger Agreement Opinion of YCB s Financial Advisor beginning on page 40 for a description of the opinion and a summary of the analyses performed by YCB s financial advisor in connection with its opinion.

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The combined company will incur significant transaction and merger-related costs in connection with the merger.

WesBanco and YCB expect to incur costs associated with combining the operations of the two companies. WesBanco and YCB have just recently begun collecting information in order to formulate detailed integration plans to deliver planned synergies. Additional unanticipated costs may be incurred in the integration of the businesses of WesBanco and YCB. Whether or not the merger is consummated, WesBanco and YCB will incur substantial expenses, such as legal, accounting, printing and financial advisory fees, in pursuing the merger. Although WesBanco and YCB expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses may offset incremental transaction and merger-related costs over time, this net benefit may not be achieved in the near term, or at all.

If the merger is not completed, WesBanco and YCB will have incurred substantial expenses without their shareholders realizing the expected benefits of the merger.

WesBanco and YCB have each incurred substantial expenses in connection with the transactions described in this proxy statement/prospectus, which are charged to earnings as incurred. If the merger is not completed, these expenses will still be charged to earnings even though WesBanco and YCB would not have realized the expected benefits of the merger. There can be no assurance that the merger will be completed.

WesBanco may not be able to successfully integrate YCB or to realize the anticipated benefits of the merger.

The merger involves the combination of two companies that previously have operated independently. A successful combination of the operations of the two entities will depend substantially on WesBanco s ability to consolidate operations, systems and procedures and to eliminate redundancies and reduce costs of the combined operations. WesBanco may not be able to combine the operations of YCB and WesBanco without encountering difficulties, such as:

- the loss of key employees and customers;
- the disruption of operations and business;
- the inability to maintain and increase competitive presence;
- deposit attrition, customer loss and revenue loss;
- possible inconsistencies in standards, control procedures and policies;
- unexpected problems with costs, operations, personnel, technology and credit; and/or

- problems with the assimilation of new operations, sites or personnel, which could divert resources from regular banking operations.

Additionally, general market and economic conditions or governmental actions affecting the financial industry generally may inhibit the successful integration of YCB and WesBanco.

Further, WesBanco and YCB entered into the merger agreement with the expectation that the merger will result in various benefits including, among other things, benefits relating to enhanced revenues, a strengthened market position for the combined company, cross selling opportunities, technology, cost savings and operating efficiencies. Achieving the anticipated benefits of the merger is subject to a number of uncertainties, including whether WesBanco integrates YCB in an efficient and effective manner, and general competitive factors in the marketplace. Failure to achieve these anticipated benefits could result in increased costs, decreases in the amount of expected revenues and diversion of management s time and energy and could materially impact WesBanco s business, financial condition and operating results. Finally, any cost savings that are realized may be offset by losses in revenues or other charges to earnings.

The merger agreement may be terminated in accordance with its terms, and the merger may not be completed.

The merger agreement is subject to a number of conditions which must be fulfilled in order to complete the merger. Those conditions include, among others: approval of the merger agreement by YCB shareholders, regulatory approvals, absence of orders prohibiting the completion of the merger, effectiveness of the registration statement of which this proxy statement/prospectus is a part, approval of the shares of WesBanco common stock to be issued to YCB shareholders for listing on the Nasdaq Global Select Market, the aggregate amount of certain YCB loans being below a maximum amount agreed upon by WesBanco and YCB, the continued accuracy of the representations and warranties by both parties, the performance by both parties of their covenants and agreements, and the receipt by both parties of legal opinions from their respective tax counsels. See Proposal No. 1 Approval of the Merger Agreement Termination of the Merger Agreement beginning on page 68 for a more complete discussion of the circumstances under which the merger agreement could be terminated. Any of these conditions to closing of the merger may not be fulfilled, and as a result the merger may not be completed.

Termination of the merger agreement could negatively affect YCB.

If the merger agreement is terminated, there may be various consequences, including:

- YCB s businesses may have been adversely impacted by the failure to pursue other beneficial opportunities due to the focus of management on the merger, without realizing any of the anticipated benefits of completing the merger; and

- the market price of YCB common stock might decline to the extent that the current market price reflects a market assumption that the merger will be completed.

If the merger agreement is terminated and YCB s board of directors seeks another merger or business combination, YCB shareholders cannot be certain that YCB will be able to find a party willing to offer equivalent or more attractive consideration than the consideration WesBanco has agreed to provide in the merger.

If the merger agreement is terminated, YCB may be required to pay a break-up fee of $7,525,000 to WesBanco under certain circumstances. See Proposal No. 1 Approval of the Merger Agreement Termination Fee beginning on page 70.

The merger agreement limits YCB s ability to pursue alternatives to the merger.

The merger agreement contains provisions that, subject to very narrow exceptions, limit YCB s ability to discuss, facilitate or enter into agreements with third parties to acquire it. If YCB avails itself of those limited exceptions, it could be obligated to pay WesBanco a break-up fee of $7,525,000 under certain specified circumstances. These provisions could discourage a potential competing acquiror that might have an interest in acquiring YCB from proposing or considering such an acquisition even if that potential acquiror were prepared to pay a higher price to shareholders than the merger consideration.

YCB will be subject to business uncertainties and contractual restrictions while the merger is pending.

Uncertainties about the effect of the merger on employees and customers may have an adverse effect on YCB and consequently on WesBanco. These uncertainties may impair YCB s ability to attract, retain and motivate key personnel

until the merger is completed, and could cause customers and others that deal with YCB to seek to change existing business relationships with YCB. Retention of certain employees may be challenging during the pendency of the merger, as certain employees may experience uncertainty about their future roles. If key employees depart because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with the business, YCB s business prior to the merger and the combined company s business following

the merger could be negatively impacted. In addition, the merger agreement restricts YCB from making certain acquisitions and taking other specified actions before the merger occurs without the consent of WesBanco. These restrictions may prevent YCB from pursuing business opportunities that may arise prior to the completion of the merger. The merger agreement also allows WesBanco to refuse to close the merger if the aggregate amount of certain identified YCB loans is not less than the amount agreed upon by WesBanco and YCB in the merger agreement. See Proposal No. 1 Approval of the Merger Agreement Conduct of Business Prior to the Merger beginning on page 62 for a description of restrictive covenants applicable to YCB.

The need for regulatory approvals may delay the date of completion of the merger or may diminish the benefits of the merger.

WesBanco is required to obtain the approvals of certain bank regulatory agencies prior to completing the merger. Satisfying any requirements of these regulatory agencies may delay the date of completion of the merger. The requisite regulatory approvals may not be received at all (in which case the merger could not be completed), may not be received in a timely fashion, or may contain conditions or restrictions on completion of the merger that cannot be satisfied. In addition, you should be aware that, as in any transaction, it is possible that, among other things, restrictions on the combined operations of the two companies, including divestitures, may be sought by governmental agencies as a condition to obtaining the required regulatory approvals. This may diminish the benefits of the merger to the combined company or have an adverse effect on the combined company following the merger. See Proposal No. 1 Approval of the Merger Agreement Regulatory Approvals on page 56.

YCB shareholders will have less influence as shareholders of WesBanco than they have as shareholders of YCB.

YCB shareholders currently have the right to vote in the election of the board of directors of YCB and on other matters affecting YCB. Based upon the number of shares of YCB common stock and restricted stock units outstanding as of the record date, the current shareholders of YCB as a group will own approximately 12.5% of the voting power of the combined organization immediately after the merger. When the merger occurs, each YCB shareholder will become a shareholder of WesBanco with a percentage ownership of the combined organization much smaller than the shareholder s current percentage ownership of YCB. Because of this, YCB shareholders will have less influence on the management and policies of WesBanco than they now have on the management and policies of YCB.

Directors and officers of YCB have interests in the merger that differ from the interests of non-management YCB shareholders.

The executive officers of YCB and WesBanco, with the assistance of the parties respective legal counsel and financial advisors, negotiated the terms of the merger agreement. The YCB and WesBanco boards of directors have approved the merger agreement, and the YCB board of directors is recommending that YCB shareholders vote to approve the merger agreement. In considering these facts and the other information included in this proxy statement/prospectus or incorporated by reference into it, you should be aware that YCB s directors and executive officers have economic interests in the merger beyond their interests as shareholders. These include, for example:

- Two current YCB directors, Gary L. Libs and Kerry M. Stemler, will be appointed to the board of directors of WesBanco upon completion of the merger.

All of YCB s current directors will be appointed to a newly-created advisory board for WesBanco Bank for the Indiana and Kentucky markets.

WesBanco and YCB entered into employment agreement amendments with each of James D. Rickard, Paul A. Chrisco, Kevin J. Cecil, Michael K. Bauer and Bill D. Wright, pursuant to which such executive officers will receive certain payments upon completion of the merger.

The merger agreement provides for the accelerated vesting of most restricted stock units upon completion of the merger, and all outstanding stock options, whether vested or unvested, will be cashed out upon completion of the merger at the difference between the option exercise prices and $38.50.

WesBanco has created a retention bonus pool for certain key employees to ensure continuity through the conversion of the data processing system of YCB and made conditional retention grants of WesBanco restricted stock which will have a three-year cliff-vesting term.

The merger agreement provides that WesBanco will continue the indemnification rights of YCB s current and former directors and executive officers and will provide, for six years after completion of the merger, directors and officers insurance for these individuals.

See Proposal No. 1 Approval of the Merger Agreement Interests of Certain Persons in the Merger beginning on page 52.

YCB shareholders do not have dissenters rights in the merger.

The Indiana Business Corporation Law generally provides shareholders of an Indiana corporation that is involved in certain mergers, share exchanges or sales or exchanges of all or substantially all of its property the right to dissent from that action and obtain payment of the fair value of their shares. However, dissenters rights are not available to holders of shares listed on a national securities exchange, such as the New York Stock Exchange, or traded on the Nasdaq or a similar market. Because YCB s common stock is quoted on the Nasdaq Capital Market, holders of YCB common stock have no dissenters rights in respect of their shares.

Following the merger, a high percentage of the combined company s loan portfolio will be concentrated in West Virginia, Ohio, Pennsylvania, Indiana and Kentucky and in commercial and residential real estate. Deteriorations in economic conditions in these areas or in the real estate market generally could be more harmful to the combined company compared to more diversified institutions.

As of March 31, 2016, approximately 24.1%, of WesBanco s loan portfolio was comprised of residential real estate loans, and 44.9% was comprised of commercial real estate loans. Assuming the merger had been completed on March 31, 2016, the combined company s loan portfolio as of that date would have been 25.0% residential real estate loans and 44.8% commercial real estate loans.

Inherent risks of commercial real estate (CRE) lending include the cyclical nature of the real estate market, construction risk and interest rate risk. The cyclical nature of real estate markets can cause CRE loans to suffer considerable distress. During these times of distress, a property s performance can be negatively affected by tenants deteriorating credit strength and lease expirations in times of softening demand caused by economic deterioration or over-supply conditions. Even if borrowers are able to meet their payment obligations, they may find it difficult to refinance their full loan amounts at maturity due to declines in property value. Other risks associated with CRE lending include regulatory changes and environmental liability. Regulatory changes in tax legislation, zoning or similar external conditions including environmental liability may affect property values and the economic feasibility of existing and proposed real estate projects.

The combined company s CRE loan portfolio will be concentrated in West Virginia, Ohio, Pennsylvania, Indiana and Kentucky. There are a wide variety of economic conditions within the local markets of the five states in which most of the combined company s CRE loan portfolio will be situated. Rates of employment, consumer loan demand, household

formation, and the level of economic activity can vary widely from state to state and among metropolitan areas, cities and towns. Metropolitan markets comprise various submarkets where property values and demand can be affected by many factors, such as demographic makeup, geographic features, transportation, recreation, local government, school systems, utility infrastructure, tax burden, building-stock age, zoning and building codes, and available land for development. Despite the merger, as a result of the continued high concentration of the combined company s loan portfolio, the combined company may be more sensitive,

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compared to more diversified institutions, to future disruptions in, and deterioration of, this market, which could lead to losses that could have a material adverse effect on the business, financial condition and results of operations of the combined company.

The merger could result in WesBanco being subject to additional regulation and increased supervision.

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 imposes additional regulatory requirements on institutions with $10 billion or more in assets. At March 31, 2016, WesBanco had total consolidated assets of approximately $8.6 billion and YCB had total consolidated assets of approximately $1.6 billion. On a pro forma basis assuming completion of the merger, WesBanco would have had $10.2 billion in assets as of March 31, 2016. In order to avoid crossing over $10 billion in total assets, WesBanco intends to sell approximately $200 million of securities and pay down approximately $200 million in Federal Home Loan Bank borrowings prior to or at closing of the merger. We cannot assure you that WesBanco will be able to stay below $10 billion in total assets after completion of the merger or, if its plan to reduce total assets succeeds, for how long after completion of the merger WesBanco can or will choose to remain below $10 billion in assets.

If WesBanco surpasses $10 billion in total consolidated assets, WesBanco would be subject to the following:

- Supervision, examination and enforcement by the Consumer Financial Protection Bureau with respect to consumer financial protection laws;
- Regulatory stress testing requirements, whereby WesBanco would be required to conduct an annual stress test (using assumptions for baseline, adverse and severely adverse scenarios);
- A modified methodology for calculating FDIC insurance assessments and potentially higher assessment rates as a result of institutions with $10 billion or more in assets being required to bear a greater portion of the cost of raising the reserve ratio;
- Heightened compliance standards under the Volcker Rule;
- Reduced debit card interchange revenue from applicability of the Durbin Amendment; and
- Enhanced supervision as a larger financial institution.

The imposition of these regulatory requirements and increased supervision may require additional commitment of financial resources to regulatory compliance and may increase WesBanco s cost of operations. Further, the results of the stress testing process may lead WesBanco to retain additional capital or alter the mix of its capital components. It is difficult to predict the overall compliance cost of these provisions once WesBanco surpasses $10 billion in total consolidated assets. However, compliance with these provisions will likely require additional staffing, engagement of external consultants and other operating costs as well as result in reduced revenues, all of which could have a material adverse effect on WesBanco s future financial condition and results of operations.

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THE SPECIAL MEETING OF YCB SHAREHOLDERS

General

This section contains information about the special shareholder meeting YCB has called to consider and vote on proposals to (i) approve the merger agreement, (ii) approve, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; and (iii) approve the adjournment of the YCB special meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the time of the YCB special meeting. YCB is mailing this proxy statement/prospectus to you on or about [ ], 2016. Together with this proxy statement/prospectus, YCB is also sending to its shareholders a notice of the YCB special meeting and a form of proxy that YCB s board of directors is soliciting for use at the YCB special meeting and at any adjournments of the meeting.

A copy of the merger agreement is attached to this proxy statement/prospectus as *Annex A* and is incorporated by reference into this document in its entirety. You should read the entire merger agreement carefully.

Date, Time and Place of the Special Meeting

The YCB special meeting will be held at YCB s Main Office, 101 West Spring Street, New Albany, Indiana, on Friday, August 19, 2016 at 9:00 am Eastern Time.

Record Date; Stock Entitled to Vote; Quorum

Only holders of record of YCB common stock on July 1, 2016, which we refer to as the record date, will be entitled to notice of and to vote at the YCB special meeting and any adjournments of that meeting. On the record date, there were 5,492,470 shares of YCB common stock outstanding and entitled to vote at the YCB special meeting. Owners of record of YCB common stock on the record date are entitled to one vote per share at the YCB special meeting.

A quorum of YCB shareholders is necessary to have a valid meeting of YCB shareholders. The presence, in person or by proxy, of the holders of at least a majority of the shares of YCB common stock outstanding as of the record date and entitled to vote is necessary to constitute a quorum at the YCB special meeting. Abstentions and broker non-votes count as present for establishing a quorum. An abstention occurs when a shareholder attends a meeting, either in person or by proxy, but abstains from voting. A broker non-vote can occur only if the beneficial owner gives the record holder instructions to vote on at least one, but less than all, of the proposals to be voted upon at the special meeting. None of the proposals to be voted upon at the YCB special meeting are routine matters, and brokers, banks and other nominees holding shares in street name will not be permitted to vote on any proposal without instructions from the beneficial holder with respect to that specific proposal. If a beneficial holder of shares of YCB common stock does not give the broker, bank or other nominee any voting instructions, the holder s shares of common stock will not be voted on any proposal and will not be considered present for purposes of a quorum.

Required Vote

Approval of the Merger Agreement. Approval of the merger agreement requires the affirmative vote of a majority of the shares of YCB common stock entitled to vote. Accordingly, we urge you to complete, date and sign the accompanying proxy card and return it promptly in the enclosed postage-paid envelope.

When considering the recommendation of the YCB board of directors that YCB shareholders vote in favor of approval of the merger agreement, you should be aware that certain of YCB s executive officers and directors have interests in

the merger that may be different from, or in addition to, their interests as shareholders and the interests of YCB shareholders generally. See Proposal No. 1 Approval of the Merger Agreement Interests of Certain Persons in the Merger beginning on page 52.

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Advisory (Non-binding) Vote Regarding Golden Parachute Compensation. In order to approve on an advisory (non-binding) basis, YCB s golden parachute compensation payable to the named executive officers of YCB in connection with the merger, more votes must be cast in favor of the proposal than against the proposal at the YCB special meeting at which a quorum is present.

Discretionary Authority to Adjourn Our Special Meeting. In order to approve the proposal to grant discretionary authority to adjourn our special meeting if necessary to solicit additional proxies from YCB shareholders in favor of approval of the merger agreement, more votes must be cast in favor of the proposal than against the proposal at the YCB special meeting at which a quorum is present.

Abstentions and Broker Non-Votes.

Approval of the Merger Agreement. Abstentions, broker non-votes, and shares that are not voted will have the effect of a vote **Against** the proposal to approve the merger agreement.

Advisory (Non-binding) Vote Regarding Golden Parachute Compensation. Abstentions, broker non-votes, and shares that are not voted will have no effect on the outcome of the proposal to approve on an advisory (non-binding) basis, YCB s golden parachute compensation payable to the named executive officers of YCB in connection with the merger.

Discretionary Authority to Adjourn Our Special Meeting. Abstentions, broker non-votes, and any shares that are not voted will have no effect on the outcome of the proposal to adjourn our special meeting if necessary to solicit additional proxies from YCB shareholders in favor of approval of the merger agreement.

Beneficial Ownership of YCB Officers, Directors and Affiliates

On the record date, the directors, executive officers and affiliates of YCB owned or controlled the vote of 615,986 shares of YCB common stock, or approximately 11.2% of the outstanding shares of YCB common stock. In addition, the executive officers and directors of YCB have entered into voting agreements with WesBanco in which each executive officer or director has agreed to vote his or her YCB shares in favor of approval of the merger agreement. See Other Material Agreements Relating to the Merger Voting Agreements.

Voting of Proxies

YCB shareholders may submit the accompanying proxy by telephone, the Internet or by mail. We urge you to submit your proxy if you do not expect to attend the YCB special meeting in person or if you wish to have your YCB shares voted by proxy even if you attend the YCB meeting. All shares of YCB common stock represented at the YCB special meeting by properly executed proxies received prior to or at the YCB special meeting, and not revoked, will be voted at the YCB special meeting in accordance with the instructions on the proxies. If you properly execute a proxy but include no voting instructions, your shares will be voted **FOR** (i) approval of the merger agreement, (ii) approval, in a non-binding advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; and (iii) approval of the adjournment of the YCB special meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the merger agreement at the time of the YCB special meeting.

If your shares are held in street name (i.e., in the name of a broker, bank or other record holder), you must direct the record holder how to vote your shares in connection with the merger. Your broker will send you directions explaining how you can direct your broker to vote.

The YCB board of directors does not know of any matters, other than those described in the notice of the YCB special meeting, which are to come before the special meeting. If any other matters are properly presented at the special meeting for action, the persons named in the enclosed form of proxy will have the authority to vote on those matters in their discretion.

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Revocation of Proxies

If you give a proxy, you have the right to revoke it at any time before it is voted. You may revoke your proxy by (i) filing a written notice of revocation with the Secretary of YCB that is received prior to the vote at the YCB special meeting and bears a later date than the proxy, (ii) duly executing a later dated proxy card relating to the same YCB shares and delivering it to the Secretary of YCB before the vote at the YCB special meeting, (iii) submitting a later dated proxy by telephone or the Internet, before the vote at the YCB special meeting, or (iv) attending the YCB special meeting and voting in person. Your attendance at the YCB special meeting will not, in and of itself, revoke your proxy. Any written notice of revocation or subsequent dated proxy should be sent to Your Community Bankshares, Inc., 101 West Spring Street, New Albany, Indiana 47150, Attention: Corporate Secretary, or hand delivered to the YCB Corporate Secretary at that address. For a notice of revocation or later proxy to be valid, it must actually be received by YCB prior to the vote of the YCB shareholders.

If your YCB shares are held by a broker in street name and you wish to change the instructions you have given your broker about how to vote your YCB shares, or you wish to attend the YCB special meeting and vote in person, you must follow the instructions provided by your broker.

Expenses of Solicitation of Proxies

YCB will bear the entire cost of soliciting proxies from YCB shareholders. In addition to solicitation by use of the mail, proxies may be solicited by directors, officers and employees of YCB in person or by telephone, telegram or other means of communication. These directors, officers and employees will not receive any additional compensation but may be reimbursed for out-of-pocket expenses they incur in connection with the solicitation. Arrangements will also be made with brokerage houses, custodians, nominees and fiduciaries for the forwarding of solicitation materials to the beneficial owners of YCB common stock held of record by such persons. YCB may reimburse these custodians, nominees and fiduciaries for reasonable out-of-pocket expenses they incur.

DO NOT SEND YOUR STOCK CERTIFICATES WITH YOUR PROXY CARD.

Recommendation of YCB Board of Directors

The YCB board of directors believes that the merger is in the best interests of YCB and its shareholders, and unanimously recommends that the shareholders of YCB vote:

- **FOR approval of the merger agreement;**

- **FOR approval, in a non-binding, advisory vote, of the compensation payable to the named executive officers of YCB in connection with the merger; and**

- **FOR the adjournment of the YCB special meeting, if necessary, to solicit additional proxies in favor of the approval of the merger agreement.**

For a discussion of the factors considered by the YCB board of directors in making its recommendation, see Proposal No. 1 Approval of the Merger Agreement YCB s Reasons for the Merger.

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PROPOSAL NO. 1 APPROVAL OF THE MERGER AGREEMENT

The following summarizes material provisions of the merger agreement, a copy of which is attached to this proxy statement/prospectus as Annex A and which we incorporate by reference into this document. This summary does not purport to be complete and may not contain all of the information about the merger agreement that is important to you. We encourage you to read carefully the merger agreement in its entirety, as the rights and obligations of the parties are governed by the express terms of the merger agreement and not by this summary or any other information contained in this proxy statement. Factual disclosures about WesBanco and YCB contained in this proxy statement/prospectus or in the companies public reports filed with the SEC may supplement, update or modify the factual disclosures about the companies contained in the merger agreement.

This description of the merger agreement in this proxy statement/prospectus has been included to provide you with information regarding the merger agreement s terms. The merger agreement contains representations, warranties, covenants and agreements made by WesBanco and YCB as of specific dates that were made for purposes of that contract between the parties and are subject to qualifications and limitations, including by information in disclosure schedules that the parties exchanged in connection with the execution of the merger agreement. In addition, certain representations and warranties may be subject to contractual standards of materiality different from those generally applicable to shareholders, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this proxy statement/prospectus, may have changed since the date of the merger agreement.

General

WesBanco s and YCB s boards of directors have approved the merger agreement. The merger agreement provides that YCB will merge with and into WesBanco, with WesBanco being the surviving corporation. Following the merger, Your Community Bank, an Indiana state-chartered commercial bank which is YCB s banking subsidiary, will merge with and into WesBanco Bank, a West Virginia banking corporation which is WesBanco s main operating subsidiary (the bank merger). The Articles of Incorporation and Bylaws of WesBanco and WesBanco Bank immediately prior to the merger will constitute the Articles of Incorporation and Bylaws of WesBanco and WesBanco Bank following the merger.

What YCB Shareholders Will Receive in the Merger

If the merger is completed, for each share of YCB common stock that you own you will receive (i) 0.964 of a share of WesBanco common stock and (ii) $7.70 in cash, without interest, subject to possible adjustment as described below. Collectively, we refer to the 0.964 of a share of WesBanco common stock and the $7.70 in cash to be received as the merger consideration.

Possible Exchange Ratio Adjustments. The merger agreement provides that the exchange ratio will be adjusted if WesBanco changes the number of shares of WesBanco common stock issued and outstanding prior to the effective time of the merger as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other like changes in WesBanco s capitalization.

Effects of the Merger

The merger will become effective as set forth in the articles of merger that will be filed with the West Virginia Secretary of State and the Indiana Secretary of State. At that time, the separate existence of YCB will cease and

WesBanco will be the surviving corporation. The assets, liabilities and capital of YCB will be merged with those of WesBanco and those assets, liabilities and capital will then constitute part of the assets, liabilities and capital of WesBanco. WesBanco will continue to operate under its articles of incorporation and bylaws effective as of immediately prior to the merger, and the officers and directors of WesBanco will continue as the

officers and directors of the surviving corporation, except that two current YCB directors, Gary L. Libs and Kerry M. Stemler, will be appointed to the board of directors of WesBanco effective as of the effective time of the merger. See Proposal No. 1 Approval of the Merger Agreement Interests of Certain Persons in the Merger beginning on page 52. The Articles of Incorporation and Bylaws of WesBanco will be unaffected by the merger. The tenure of the directors and officers of WesBanco immediately prior to the merger will be unaffected by the merger.

At the effective time of the merger, each share of YCB common stock issued and outstanding immediately prior to the time the merger becomes effective will be converted automatically into the right to receive the merger consideration. Shares of YCB common stock held by YCB in its treasury or beneficially owned by WesBanco (other than in a fiduciary capacity by them for others) will not be exchanged for the merger consideration in the merger. Instead, these shares will be canceled and retired. In addition, at or prior to the effective time of the merger, all restricted shares of YCB common stock will be vested and no longer subject to restrictions and will be converted into the right to receive the merger consideration at the effective time of the merger.

After the merger becomes effective, each certificate evidencing shares of YCB common stock will be deemed to evidence only the right to receive the merger consideration and, under certain circumstances, dividends on shares of YCB common stock with a record date prior to the completion of the merger and dividends on shares of WesBanco common stock with a record date after the completion of the merger. The holder of an unexchanged certificate will not receive any dividend or other distribution payable by WesBanco until the certificate has been exchanged.

Exchange and Payment Procedures

At least one business day prior to the effective time of the merger, WesBanco will deposit with Computershare Investor Services, LLC, the Exchange Agent, (i) book entry shares representing the aggregate number of shares of WesBanco common stock issuable pursuant to the merger agreement in exchange for all of the shares of YCB common stock outstanding immediately prior to the effective time of the merger, (ii) immediately available funds equal to the aggregate amount of cash, without interest, payable by WesBanco pursuant to the merger agreement in exchange for all of the shares of YCB common stock outstanding immediately prior to the effective time of the merger and (iii) cash to be paid to YCB shareholders in lieu of fractional shares of WesBanco common stock.

As soon as practicable after the effective time of the merger and in no event more than five business days thereafter, the Exchange Agent will mail to each holder of record of YCB common stock a letter of transmittal containing instructions for use in surrendering YCB stock certificates in exchange for the merger consideration or cash in lieu of fractional shares. After the effective time of the merger, each holder of an YCB stock certificate who has surrendered that stock certificate or who has provided customary affidavits and indemnification regarding the loss or destruction of that stock certificate, together with duly executed transmittal materials, to the Exchange Agent, will be entitled to receive the merger consideration for each share of YCB common stock and cash in lieu of fractional shares of WesBanco common stock. WesBanco will have no obligation to deliver the merger consideration or cash in lieu of fractional shares to any YCB shareholder until the YCB shareholder surrenders his YCB stock certificates.

If a YCB stock certificate has been lost, stolen or destroyed, the Exchange Agent will issue the consideration properly payable under the merger agreement upon receipt of an affidavit of that fact by the claimant. WesBanco may require the claimant to post a bond in a reasonable amount as an indemnity against any claim that may be made against WesBanco with respect to the claimant s lost, stolen or destroyed YCB stock certificate.

YCB stock certificates may be exchanged for the merger consideration and cash in lieu of fractional shares of WesBanco common stock through the Exchange Agent for up to 12 months after the completion of the

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merger. At the end of that period, the Exchange Agent will return any WesBanco shares and cash to WesBanco. Any holders of YCB common stock certificates who have not exchanged their certificates for the merger consideration before that date will then be entitled to look only to WesBanco to seek payment of the merger consideration, any cash in lieu of fractional shares of WesBanco common stock and any unpaid dividends or distributions payable to the holder. Neither YCB nor WesBanco will be liable to any former holder of YCB common stock for any merger consideration that is paid to a public official in accordance with any applicable abandoned property, escheat or similar laws.

Following the effective time of the merger, there will be no transfers on the stock transfer books of YCB other than to settle transfers of YCB common stock that occurred prior to the effective time of the merger.

Benefit Agreements

401(k) Plan. Pursuant to the terms of the merger agreement, WesBanco has the option to require YCB to terminate its 401(k) Plan prior to or at the effective time of the merger, or to merge the YCB 401(k) Plan with and into the WesBanco 401(k) Plan. Until the YCB 401(k) Plan is terminated or merged, YCB will continue to make contributions to the 401(k) Plan in accordance with applicable accruals and in the ordinary course of business. If WesBanco elects to terminate the YCB 401(k) Plan, then as soon as practicable following the effective time of the merger, YCB will, at each employee s option, either distribute the account balances to participants or transfer the balances to an eligible tax-qualified retirement plan or individual retirement account as a participant or beneficiary may direct. WesBanco has agreed to permit YCB employees who become WesBanco employees following completion of the merger to rollover their account balances to WesBanco s KSOP.

Defined Benefit Plans. YCB has agreed to (i) take all steps necessary or advisable to allow WesBanco to assume sponsorship of YCB s defined benefit plans at the effective time of the merger, (ii) provide WesBanco with certain updated calculations of all of YCB s liabilities to the defined benefit plans upon YCB s withdrawal from those plans, and (iii) if requested by WesBanco before the effective time of the merger, take all steps necessary or advisable for YCB to begin termination of YCB s defined benefit plans to become effective after the effective time of the merger.

Severance, Benefits and Outplacement Services for Terminated YCB Employees. Employees of YCB (other than employees who are parties to employment, severance or change in control agreements) who are not offered the opportunity to continue as employees of WesBanco or WesBanco Bank after the merger, or who are terminated without cause within six months after the merger, will be entitled to receive:

- severance compensation based on the number of years of service with YCB and the employee s weekly rate of pay, subject to certain minimum and maximum amounts;

- accrued benefits, including vacation pay, through the date of separation;

- any rights to continuation of medical coverage to the extent such rights are required under applicable federal or state law and subject to the employee s compliance with all applicable requirements for such continuation coverage, including payment of all premiums or other expenses related to such coverage; and

outplacement services with a cost of up to $2,000 for each employee, with such cost to be paid by WesBanco.

Retention Bonus Pool. WesBanco will provide a retention bonus pool for the purposes of retaining the services of employees of YCB and its subsidiaries who are key employees through the end of the month during which the conversion of the data processing system of YCB occurs. YCB s Chief Executive Officer will determine, subject to approval by WesBanco s President and Chief Executive Officer, the YCB employees

eligible to receive retention awards from the retention bonus pool and any criteria for payment, and will determine the final allocation of payments from the retention bonus pool.

Retention Restricted Stock Agreements. WesBanco has entered into agreements with certain YCB key employees pursuant to which WesBanco will grant, immediately after and subject to the occurrence of the effective time, restricted shares of WesBanco common stock which will cliff-vest on the third anniversary of the grant date if such key employee remains employed by WesBanco or WesBanco Bank at that time. Grants under these retention restricted stock agreements will be made and become effective only upon the applicable key employees becoming employees of WesBanco or WesBanco Bank at or after the effective time. No grants under these retention restricted stock agreements will be made if the merger does not occur.

Other Benefit Arrangements. As of the effective time of the merger, WesBanco will honor and assume the separation agreements, employment agreements, non-competition agreements, consulting agreements and change in control agreements in effect with the senior officers of YCB and Your Community Bank at the effective time of the merger. See Interests of Certain Persons in the Merger, below.

Treatment of YCB Stock Options

Options issued by YCB to employees to purchase an aggregate of 21,000 shares of YCB common stock were outstanding as of the record date. Upon completion of the merger, each outstanding option to purchase shares of YCB common stock, whether or not then exercisable, will be cancelled in exchange for the right to receive an amount in cash, without interest, equal to the product of (i) the aggregate number of shares of YCB common stock subject to each such stock option, multiplied by (ii) the excess, if any, of $38.50 over the per share exercise price of the YCB stock option. The cash payment will be subject to applicable tax withholding.

Treatment of YCB Restricted Stock Units

Under the terms of the merger agreement and except for certain restricted stock units held by James D. Rickard, Paul A. Chrisco and Kevin J. Cecil, YCB has agreed to take the actions necessary so that each outstanding YCB restricted stock unit will vest in full at or prior to the effective time of the merger and will be entitled to receive the merger consideration. With respect to 2,666 restricted stock units held by James D. Rickard, 2,408 restricted stock units held by Paul A. Chrisco and 2,000 restricted stock units held by Kevin J. Cecil, at the effective time of the merger, each such restricted stock unit will be converted automatically into a number of WesBanco restricted stock units equal to the product of (i) the number of shares of YCB common stock underlying such YCB restricted stock units multiplied by (ii) 1.205 (with the resulting number rounded down to the nearest whole share). Accordingly, at the effective time of the merger those YCB restricted stock units will be converted into the following numbers of WesBanco restricted stock units: Mr. Rickard 3,212, Mr. Chrisco 2,901 and Mr. Cecil 2,410. Each such WesBanco restricted stock unit will otherwise be subject to the same terms and conditions applicable to the YCB restricted stock units immediately prior to the merger, including the same vesting schedule.

Background of the Merger

In October 2015, YCB Chief Executive Officer James D. Rickard discussed strategic options with two members of the executive committee of the YCB board, Chairman Gary L. Libs and Kerry M. Stemler. YCB s financial performance and successful integration of strategic acquisitions in the Louisville, Lexington, and Elizabethtown, Kentucky markets since the beginning of 2013 was reflected in a 146% increase in the trading price of YCB stock during that period. However, organic growth alone was unlikely to sustain YCB s level of performance, and the number of attractive acquisition candidates was limited. In light of these factors, as well as the cyclical nature of banking and the

attractiveness of YCB s franchise to a party seeking to enter the Louisville/Southern Indiana markets, the participants discussed whether it was an opportune time to explore partnering with a larger financial institution to increase shareholder value.

The following day, Mr. Rickard contacted a representative of KBW to obtain additional perspective on potential strategic opportunities for YCB.

At its regularly scheduled meeting on November 17, 2015, the YCB Executive Committee continued the discussion regarding acquisition opportunities and strategic options for YCB. The consensus of the five committee members, including Steven R. Stemler and R. Wayne Estopinal, was that exploration of a range of strategic alternatives, including a partnership with a larger financial institution, should proceed.

On December 8, 2015, Messrs. Rickard, Libs, K. Stemler and Chief Financial Officer Paul A. Chrisco met with representatives of KBW to discuss recent transactions by financial institutions in the region and how a process for exploring YCB s strategic alternatives might be conducted.

At the regular December meeting of the YCB board of directors a week later, KBW representatives provided information on the state of the banking industry and discussed potential strategic options that might be available to YCB. There was discussion of factors that could make YCB an attractive acquisition candidate, including its financial condition and results, its presence and scale in the Louisville and Lexington markets, and the relative scarcity of acquisition opportunities in attractive metropolitan markets in the Midwest. A representative of Frost Brown Todd LLC, YCB s legal counsel, was also present and responded to questions about director duties in conducting such a process. The YCB board approved the engagement of KBW to act as YCB s financial advisor in connection with YCB s exploration of strategic partnership options.

In consultation with KBW, the YCB executive committee evaluated more than 20 potential acquisition partners based on such factors as financial results, statements about strategy, perceived interest in the Kentucky/Southern Indiana market, past acquisitions, analysis of potential capacity to pay, stock trading history and analyst reports. Through this process, YCB identified WesBanco and five other regional banking companies as attractive candidates most likely to be receptive to an overture from YCB regarding a potential strategic transaction. The six candidates were contacted, and four signed confidentiality agreements in January 2016. These candidates received written information about YCB and were invited to schedule an introductory meeting with YCB senior management.

Introductory meetings with all four candidates were held throughout January 2016. At these meetings, the representatives of each party presented information about the history, performance, market area, and current financial condition of their respective institutions. Messrs. Rickard, Chrisco, Libs, and K. Stemler represented YCB at the introductory meeting with CEO Todd F. Clossin and Chairman James C. Gardill of WesBanco on January 11, 2016. Representatives of KBW also participated in the meeting.

In late January, YCB made an electronic data site containing additional information about YCB available to WesBanco and the other three parties to conduct preliminary due diligence. One candidate withdrew from further consideration during the first week of February. The remaining parties were given until February 18, 2016 to submit non-binding indications of interest.

The YCB board met on February 22, 2016 to evaluate the indications of interest received from the three bidders. Representatives of KBW reviewed the terms of the three bids with the YCB board. WesBanco submitted the highest bid, which was approximately 10% more than the next highest bidder. One bid was substantially lower, and the bidder was notified after the meeting that it would no longer be considered unless it substantially improved its offer, which the bidder declined to do. WesBanco and the other candidate were invited to conduct more comprehensive due diligence. The second round of due diligence with WesBanco commenced a few days later.

YCB s management team responded to due diligence inquiries from WesBanco and the other bidder during the remainder of February and March. On March 11, 2016, members of WesBanco s due diligence team met in person with ten members of YCB s senior management in Louisville, Kentucky. On March 23, 2016, YCB s two

senior financial officers met again with WesBanco s due diligence team. YCB s management team also participated on a number of similar due diligence calls with representatives of the second bidder.

WesBanco submitted a revised bid on March 24, 2016. The second bidder submitted its revised bid on March 28, 2016. The YCB Executive Committee met on March 28, 2016 to review the latest bids with representatives of KBW. Again, WesBanco s revised bid was higher, this time by approximately 6%. Following the meeting, senior officers of YCB and WesBanco, as well the parties financial advisors, held a number of telephone conferences to further negotiate the terms and conditions of WesBanco s proposal. WesBanco agreed to increase its March 24th offer in exchange for the right to negotiate exclusively with YCB.

On March 29, 2016, WesBanco submitted a revised written proposal. It provided for a fixed price of $38.50 per share of YCB common stock that would consist of a combination of 80% common stock and 20% cash, subject to YCB s agreement to negotiate exclusively with WesBanco for a 45-day period. The exchange ratio for the stock portion of the consideration would be set based on a 10-day average closing price of WesBanco common stock on the day prior to signing the definitive agreement. At a special meeting later that morning, the YCB board of directors agreed to grant exclusivity to WesBanco and to begin negotiating terms of a definitive merger agreement on the terms of WesBanco s latest proposal. Shortly thereafter, the parties executed a letter of intent with a binding 45-day exclusivity covenant. WesBanco delivered the initial draft of the merger agreement to YCB representatives later in the day.

During April 2016, YCB and WesBanco and their respective legal and financial advisors negotiated the terms of definitive transaction agreements. Five YCB executives travelled to Wheeling, West Virginia on April 18 to conduct due diligence on WesBanco. WesBanco representatives also met with senior officers of YCB Bank to negotiate retention agreements and discuss other organizational and human relations arrangements for the combined bank. At a special meeting of the YCB executive committee on April 21, representatives of KBW discussed how recent increases in the trading price of WesBanco stock could impact the exchange ratio for the 80% of the merger consideration to be paid in WesBanco common stock. At a special meeting on April 25, the YCB board of directors reviewed the terms of the proposed merger agreement in detail with legal counsel. On April 26, 2016, WesBanco delivered proposed amendments to executive employment agreements with the YCB executive officers, which were negotiated and finalized over the next several days.

On April 20, 2016, WesBanco s board of directors met in special session to review the status of the negotiations and consider the terms and conditions of the merger agreement. On April 28, 2016, the WesBanco board met to approve the merger agreement, including the merger consideration which was fixed as of April 27, 2016 at 0.964 of a share of WesBanco common stock and $7.70 in cash for each share of YCB common stock.

At a special meeting of the YCB board of directors on May 2, 2016, YCB s legal representatives also provided an update on the merger agreement. Representatives of KBW reviewed the financial aspects of the proposed merger, and KBW rendered an opinion to the YCB board to the effect that, as of that date and subject to the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by KBW as set forth in its opinion, the merger consideration in the proposed merger was fair, from a financial point of view, to the holders of YCB common stock. At the conclusion of the meeting, the YCB board of directors adopted resolutions approving the merger agreement and recommending its approval by YCB shareholders.

After the close of business on May 3, 2016, YCB and WesBanco signed the merger agreement and issued a joint press release to announce the transaction.

YCB s Reasons for the Merger

The YCB board considered several factors in concluding that the merger with WesBanco is fair to, and in the best interests of, YCB and its shareholders. The YCB board did not assign any specific or relative weight to the factors in its consideration. The material factors considered by the YCB board included the following:

The financial terms of the merger, including the merger consideration. The merger consideration of 0.964 WesBanco shares plus $7.70 in cash per YCB share equated to $38.67 per YCB share based on the $32.13 closing price of WesBanco stock on April 29, 2016, the last full trading day before the YCB board approved the merger agreement. The indicated value represented a 15.4% premium over the $33.50 closing price of YCB stock on that date. The indicated value also represented 173% of the YCB s tangible book value per share as of March 31, 2016, and 14.5 times YCB s earnings per share for the twelve months ending March 31, 2016. The Board believed these multiples compared favorably to recent transactions involving comparable financial institutions. YCB shareholders would own approximately 12% of the combined company, which would have approximately $10 billion in total assets and $7.4 billion in deposits.

An assessment of YCB s strategic alternatives to the merger. As described under Background above, the Board believes the merger presents a more certain opportunity to enhance shareholder value for YCB shareholders than remaining independent. The Board considered estimates of how long it would take YCB to achieve a return for its shareholders through organic growth and cost-effective acquisitions comparable to the immediate 15.4% premium indicated by the merger consideration. Organic growth alone was unlikely to sustain YCB s level of performance, and the Board believed that a strategy of growth through acquisitions was a less attractive option than the merger, due to the limited acquisition opportunities in the current environment and the challenges inherent in integrating operations.

WesBanco s financial and stock price performance. WesBanco has achieved steady earnings growth in each of the last four years, during which time earnings per common share have increased from $1.65 to $2.15 per share. Since December 31, 2010, the trading price of WesBanco common stock has performed favorably relative to the S&P 500 and banking industry indices.

Prospects for the Combined Company. As previously noted, the merger would create a combined company with approximately $10 billion in total assets and $7.4 billion in deposits. YCB shareholders would own a 12% stake in a combined company with increased operating scale and earnings power. The combined bank would have a substantial presence in the greater Louisville, Kentucky market with substantially more financial resources than YCB. For example, the combined company would have the capacity to offer larger commercial loans, enabling it to compete more effectively for larger business customers in the Kentucky and Indiana markets.

Greater liquidity. WesBanco common stock is traded on the Nasdaq Global Select Market, with an annual average daily trading volume of 113,000 shares at April 30, 2016, compared to YCB s present 16,000 shares per day. Owning shares in an institution with a substantially larger market capitalization is expected to provide greater liquidity to shareholders who need or desire to sell their shares.

WesBanco s higher current dividend. WesBanco s current quarterly dividend of $.24 per share equates to $0.23 per YCB share. This represents a 93% increase over the current $0.12 quarterly dividend per YCB share.

Impact on community, customers and employees. The merger would result in a substantial market expansion for WesBanco, which the Board believed would present meaningful opportunities for YCB officers and associates within the WesBanco organization. The YCB board viewed WesBanco s philosophy and culture to be similar in most respects to YCB s own philosophy and focus, and believed YCB customers would find the community-oriented banking

services provided by WesBanco to be comparable to the services they currently enjoy.

Opinion of KBW. YCB s financial advisor KBW delivered to the YCB board of directors a written opinion dated May 2, 2016, as to the fairness, from a financial point of view, to the holders of YCB common stock of the merger consideration in the merger as of the date of the opinion, as more fully described below under Opinion of YCB s Financial Advisor.

Based on its consideration of the preceding factors, and in light of any other factors that individual directors considered as appropriate, the YCB board of directors approved the merger, determined that the merger consideration is fair to YCB shareholders, and recommended that YCB shareholders approve the merger. In view of the variety of factors considered in connection with its evaluation of the merger, the YCB board of directors did not find it practicable to, and therefore did not, quantify or otherwise assign relative weight to specific factors or methodologies in reaching its conclusions. In addition, individual directors may have given different weight to different factors.

Opinion of YCB s Financial Advisor

YCB engaged Keefe, Bruyette & Woods, Inc. (KBW) to render financial advisory and investment banking services to YCB, including an opinion to the YCB board of directors as to the fairness, from a financial point of view, to the holders of YCB common stock of the merger consideration to be received by such shareholders in the proposed merger of YCB with and into WesBanco. YCB selected KBW because KBW is a nationally recognized investment banking firm with substantial experience in transactions similar to the merger. As part of its investment banking business, KBW is continually engaged in the valuation of financial services businesses and their securities in connection with mergers and acquisitions.

As part of its engagement, representatives of KBW attended the meeting of the YCB board held on May 2, 2016, at which the YCB board evaluated the proposed merger. At this meeting, KBW reviewed the financial aspects of the proposed merger and rendered to the YCB board an opinion to the effect that, as of such date and subject to the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by KBW as set forth in its opinion, the merger consideration in the proposed merger was fair, from a financial point of view, to the holders of YCB common stock. The YCB board approved the merger agreement at this meeting.

The description of the opinion set forth herein is qualified in its entirety by reference to the full text of the opinion, which is attached as Annex B to this document and is incorporated herein by reference, and describes the procedures followed, assumptions made, matters considered, and qualifications and limitations on the review undertaken by KBW in preparing the opinion.

KBW s opinion speaks only as of the date of the opinion. The opinion was for the information of, and was directed to, the YCB board (in its capacity as such) in connection with its consideration of the financial terms of the merger. The opinion addressed only the fairness, from a financial point of view, of the merger consideration in the merger to the holders of YCB common stock. It did not address the underlying business decision of YCB to engage in the merger or enter into the merger agreement or constitute a recommendation to the YCB board in connection with the merger, and it does not constitute a recommendation to any holder of YCB common stock or any shareholder of any other entity as to how to vote in connection with the merger or any other matter, nor does it constitute a recommendation regarding whether or not any such shareholder should enter into a voting, shareholders or affiliates agreement with respect to the merger or exercise any dissenters or appraisal rights that may be available to such shareholder.

KBW s opinion was reviewed and approved by KBW s Fairness Opinion Committee in conformity with its policies and procedures established under the requirements of Rule 5150 of the Financial Industry Regulatory Authority.

In connection with the opinion, KBW reviewed, analyzed and relied upon material bearing upon the financial and operating condition of YCB and WesBanco and bearing upon the merger, including, among other things:

- a draft of the merger agreement dated April 26, 2016 (the most recent draft then made available to KBW);
- the audited financial statements and the Annual Reports on Form 10-K for the three fiscal years ended December 31, 2015 of YCB;
- the audited financial statements and Annual Reports on Form 10-K for the three fiscal years ended December 31, 2015 of WesBanco;
- certain unaudited quarterly financial results for the period ended March 31, 2016 of WesBanco (contained in the Current Report on Form 8-K filed by WesBanco with the Securities and Exchange Commission on April 20, 2016);
- certain draft and unaudited quarterly financial results for the period ended March 31, 2016 of YCB (provided to KBW by representatives of YCB);
- certain regulatory filings of YCB, YCB Bank, WesBanco and WesBanco Bank, including (as applicable) the quarterly reports on Form FR Y-9C and call reports filed with respect to each quarter during the three year period ended December 31, 2015;
- certain other interim reports and other communications of YCB and WesBanco to their respective shareholders; and
- other financial information concerning the businesses and operations of YCB and WesBanco that was furnished to KBW by YCB and WesBanco or which KBW was otherwise directed to use for purposes of KBW s analyses.

KBW s consideration of financial information and other factors that it deemed appropriate under the circumstances or relevant to its analyses included, among others, the following:

- the historical and current financial position and results of operations of YCB and WesBanco;
- the assets and liabilities of YCB and WesBanco;

- the nature and terms of certain other merger transactions and business combinations in the banking industry;

- a comparison of certain financial and stock market information for YCB and WesBanco with similar information for certain other companies the securities of which were publicly traded;

- financial and operating forecasts and projections of YCB that were prepared by, and provided to KBW and discussed with KBW by, YCB management and that were used and relied upon by KBW at the direction of such management and with the consent of the YCB board;

- publicly available consensus street estimates of WesBanco for 2016 and 2017, as well as assumed long-term WesBanco growth rate information provided to KBW by WesBanco management (and separately disclosed by WesBanco under the caption Certain WesBanco Prospective Financial Information beginning on page 51), all of which information was used and relied upon by KBW, at the direction of YCB management and with the consent of the YCB board; and

- estimates regarding certain pro forma financial effects of the merger on WesBanco (including, without limitation, the cost savings and related expenses expected to result or be derived from the merger) that were prepared by, and provided to KBW by, the management of YCB, and used and relied upon by KBW at the direction of YCB management and with the consent of the YCB board.

KBW also performed such other studies and analyses as it considered appropriate and took into account its assessment of general economic, market and financial conditions and its experience in other transactions, as well

as its experience in securities valuation and knowledge of the banking industry generally. KBW also participated in discussions with the managements of YCB and WesBanco regarding the past and current business operations, regulatory relations, financial condition and future prospects of their respective companies and such other matters as KBW deemed relevant to its inquiry. In addition, KBW considered the results of the efforts undertaken by or on behalf of YCB, with KBW s assistance, to solicit indications of interest from third parties regarding a potential transaction with YCB.

In conducting its review and arriving at its opinion, KBW relied upon and assumed the accuracy and completeness of all of the financial and other information that was provided to it or that was publicly available and KBW did not independently verify the accuracy or completeness of any such information or assume any responsibility or liability for such verification, accuracy or completeness. KBW relied upon the management of YCB as to the reasonableness and achievability of the financial and operating forecasts and projections of YCB (and the assumptions and bases therefor) that were prepared by, and provided to KBW and discussed with KBW by such management and KBW assumed that such forecasts and projections were reasonably prepared on a basis reflecting the best currently available estimates and judgments of such management and that such forecasts and projections would be realized in the amounts and in the time periods estimated by such management. KBW further relied, with the consent of YCB, upon WesBanco s management as to the reasonableness and achievability of the publicly available consensus street estimates for 2016 and 2017 of WesBanco referred to above (and the assumed WesBanco long-term growth rates provided to KBW by such management), as well as the estimates regarding certain pro forma financial effects of the merger on WesBanco (and the assumptions and bases therefor, including without limitation the cost savings and related expenses expected to result or be derived from the merger) referred to above, and KBW assumed, with the consent of YCB, that all such information was reasonably prepared on a basis reflecting, or in the case of the WesBanco street estimates referred to above were consistent with, the best currently available estimates and judgments of WesBanco s management and that the forecasts, projections and estimates reflected in such information would be realized in the amounts and in the time periods estimated.

It is understood that the forecasts, projections and estimates of YCB and WesBanco provided to KBW were not prepared with the expectation of public disclosure and that all of such forecasts, projections and estimates, together with the publicly available consensus street estimates of WesBanco referred to above that KBW was directed to use, were based on numerous variables and assumptions that are inherently uncertain, including, without limitation, factors related to general economic and competitive conditions and that, accordingly, actual results could vary significantly from those set forth in such information. KBW assumed, based on discussions with the respective managements of YCB and WesBanco with the consent of the YCB board, that all such information provided a reasonable basis upon which KBW could form its opinion and KBW expressed no view as to any such information or the assumptions or bases therefor. KBW relied on all such information without independent verification or analysis and did not in any respect assume any responsibility or liability for the accuracy or completeness thereof.

KBW also assumed that there were no material changes in the assets, liabilities, financial condition, results of operations, business or prospects of either YCB or WesBanco since the date of the last financial statements of each such entity that were made available to KBW. KBW is not an expert in the independent verification of the adequacy of allowances for loan and lease losses and KBW assumed, without independent verification and with YCB s consent, that the aggregate allowances for loan and lease losses for YCB and WesBanco are adequate to cover such losses. In rendering its opinion, KBW did not make or obtain any evaluations or appraisals or physical inspection of the property, assets or liabilities (contingent or otherwise) of YCB or WesBanco, the collateral securing any of such assets or liabilities, or the collectability of any such assets, nor did KBW examine any individual loan or credit files, nor did it evaluate the solvency, financial capability or fair value of YCB or WesBanco under any state or federal laws, including those relating to bankruptcy, insolvency or other matters. Estimates of values of companies and assets do not purport to be appraisals or necessarily reflect the prices at which companies or assets may actually be sold.

Because such estimates are inherently subject to uncertainty, KBW assumed no responsibility or liability for their accuracy.

KBW assumed in all respects material to its analyses:

- that the merger and any related transactions (including the subsidiary bank merger) would be completed substantially in accordance with the terms set forth in the merger agreement (the final terms of which KBW assumed would not differ in any respect material to KBW s analyses from the draft reviewed and referred to above) with no adjustments to the merger consideration;
- that the representations and warranties of each party in the merger agreement and in all related documents and instruments referred to in the merger agreement were true and correct;
- that each party to the merger agreement and all related documents would perform all of the covenants and agreements required to be performed by such party under such documents;
- that there were no factors that would delay or subject to any adverse conditions, any necessary regulatory or governmental approval for the merger or any related transaction and that all conditions to the completion of the merger and any related transaction would be satisfied without any waivers or modifications to the merger agreement or any of the related documents; and
- that in the course of obtaining the necessary regulatory, contractual, or other consents or approvals for the merger and any related transaction, no restrictions, including any divestiture requirements, termination or other payments or amendments or modifications, would be imposed that would have a material adverse effect on the future results of operations or financial condition of YCB, WesBanco or the pro forma entity, or the contemplated benefits of the merger, including the cost savings and related expenses expected to result or be derived from the merger.

KBW assumed, that the merger would be consummated in a manner that complies with the applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations. KBW was further advised by representatives of YCB that YCB relied upon advice from its advisors (other than KBW) or other appropriate sources as to all legal, financial reporting, tax, accounting and regulatory matters with respect to YCB, WesBanco, the merger and any related transaction (including the subsidiary bank merger), and the merger agreement. KBW did not provide advice with respect to any such matters.

KBW s opinion addressed only the fairness, from a financial point of view, as of the date of the opinion, to the holders of YCB common stock of the merger consideration to be received by such holders in the merger. KBW expressed no view or opinion as to any other terms or aspects of the merger or any term or aspect of any related transaction (including the subsidiary bank merger), including without limitation, the form or structure of the merger (including the form of merger consideration or the allocation thereof between cash and stock) or any related transaction, any consequences of the merger or any related transaction to YCB, its shareholders, creditors or otherwise, or any terms, aspects, merits or implications of any employment, consulting, voting, support, shareholder or other agreements, arrangements or understandings contemplated or entered into in connection with the merger or otherwise. KBW s opinion was necessarily based upon conditions as they existed and could be evaluated on the date of such opinion and the information made available to KBW through such date. Developments subsequent to the date of KBW s opinion may have affected, and may affect, the conclusion reached in KBW s opinion and KBW did not and does not have an

obligation to update, revise or reaffirm its opinion. KBW s opinion did not address, and KBW expressed no view or opinion with respect to:

- the underlying business decision of YCB to engage in the merger or enter into the merger agreement;
- the relative merits of the merger as compared to any strategic alternatives that are, have been or may be available to or contemplated by YCB or the YCB board;
- the fairness of the amount or nature of any compensation to any of YCB s officers, directors or employees, or any class of such persons, relative to the compensation to the holders of YCB common stock;

- the effect of the merger or any related transaction on, or the fairness of the consideration to be received by, holders of any class of securities of YCB (other than the holders of YCB common stock solely with respect to the merger consideration, as described in KBW s opinion and not relative to the consideration to be received by holders of any other class of securities) or holders of any class of securities of WesBanco or any other party to any transaction contemplated by the merger agreement;

- whether WesBanco has sufficient cash, available lines of credit or other sources of funds to enable it to pay the aggregate amount of the cash consideration to the holders of YCB common stock at the closing of the merger;

- the actual value of WesBanco common stock to be issued in the merger;

- the prices, trading range or volume at which YCB common stock or WesBanco common stock would trade following the public announcement of the merger or the prices, trading range or volume at which WesBanco common stock would trade following the consummation of the merger;

- any advice or opinions provided by any other advisor to any of the parties to the merger or any other transaction contemplated by the merger agreement; or

- any legal, regulatory, accounting, tax or similar matters relating to YCB, WesBanco, their respective shareholders, or relating to or arising out of or as a consequence of the merger or any related transaction (including the subsidiary bank merger), including whether or not the merger would qualify as a tax-free reorganization for United States federal income tax purposes.

In performing its analyses, KBW made numerous assumptions with respect to industry performance, general business, economic, market and financial conditions and other matters, which are beyond the control of KBW, YCB and WesBanco. Any estimates contained in the analyses performed by KBW are not necessarily indicative of actual values or future results, which may be significantly more or less favorable than suggested by these analyses. Additionally, estimates of the value of businesses or securities do not purport to be appraisals or to reflect the prices at which such businesses or securities might actually be sold. Accordingly, these analyses and estimates are inherently subject to substantial uncertainty. In addition, the KBW opinion was among several factors taken into consideration by the YCB board in making its determination to approve the merger agreement and the merger. Consequently, the analyses described below should not be viewed as determinative of the decision of the YCB board with respect to the fairness of the merger consideration. The type and amount of consideration payable in the merger were determined through negotiation between YCB and WesBanco and the decision to enter into the merger agreement was solely that of the YCB board.

The following is a summary of the material financial analyses presented by KBW to the YCB board in connection with its opinion. The summary is not a complete description of the financial analyses underlying the opinion or the presentation made by KBW to the YCB board, but summarizes the material analyses performed and presented in connection with such opinion. The financial analyses summarized below include information presented in tabular format. The tables alone do not constitute a complete description of the financial analyses. The preparation of a fairness opinion is a complex analytic process involving various determinations as to appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances. Therefore, a

fairness opinion is not readily susceptible to partial analysis or summary description. In arriving at its opinion, KBW did not attribute any particular weight to any analysis or factor that it considered, but rather made qualitative judgments as to the significance and relevance of each analysis and factor. Accordingly, KBW believes that its analyses and the summary of its analyses must be considered as a whole and that selecting portions of its analyses and factors or focusing on the information presented below in tabular format, without considering all analyses and factors or the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of the process underlying its analyses and opinion.

For purposes of the financial analyses described below, KBW utilized an implied value of the merger consideration of $38.67 per share of YCB common stock, consisting of the sum of (i) the implied value of the

stock consideration of 0.964 of a share of WesBanco common stock based on the closing price of WesBanco common stock on April 29, 2016 and (ii) the cash consideration of $7.70. In addition to the financial analyses described below, KBW reviewed with the YCB board for informational purposes, among other things, implied transaction multiples for the proposed merger of 13.6x YCB s estimated 2016 earnings per share (EPS) and 12.5x YCB s estimated 2017 EPS based on the implied value of the merger consideration of $38.67 per share of YCB common stock and financial forecasts and projections relating to YCB provided by YCB management.

YCB Selected Companies Analyses. Using publicly available information, KBW compared the financial performance, financial condition and market performance of YCB to 24 selected banks which were traded on Nasdaq, the New York Stock Exchange or the New York Stock Exchange Market and headquartered in the Midwest region (defined as Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin) and which had total assets between $1.0 billion and $3.0 billion. Merger targets were excluded from the selected companies.

The selected companies were as follows:

Ames National Corporation	Independent Bank Corporation
Civista Bancshares Inc.	LCNB Corp.
Equity Bancshares, Inc.	Macatawa Bank Corporation
Farmers Capital Bank Corporation	MBT Financial Corp.
Farmers National Banc Corp.	Mercantile Bank Corporation
First Business Financial Services, Inc.	MidWestOne Financial Group, Inc.
First Community Financial Partners, Inc.	MutualFirst Financial, Inc.
First Financial Corporation	Old Second Bancorp, Inc.
First Internet Bancorp	QCR Holdings, Inc.
First Mid-Illinois Bancshares, Inc.	Southern Missouri Bancorp, Inc.
German American Bancorp, Inc.	Stock Yards Bancorp, Inc.
Hawthorn Bancshares, Inc.	West Bancorporation, Inc.

To perform this analysis, KBW used profitability and other financial information for, as of, or, in the case of latest 12 months (LTM) information, through, the most recent completed quarter (MRQ) available (which in the case of YCB was the fiscal quarter ended March 31, 2016) and market price information as of April 29, 2016. KBW also used 2016 and 2017 earnings per share estimates taken from consensus street estimates for YCB and the selected companies. Where consolidated holding company level financial data for the selected companies was unreported, subsidiary bank level data was utilized to calculate ratios. Certain financial data prepared by KBW, and as referenced in the tables presented below, may not correspond to the data presented in YCB s historical financial statements as a result of the different periods, assumptions and methods used by KBW to compute the financial data presented.

KBW s analysis showed the following concerning the financial performance of YCB and the selected companies:

		Selected Companies			
	YCB	25th Percentile	Median	Average	75th Percentile
MRQ Return on Average Assets	0.95%	0.78%	0.95%	1.00%	1.16%
MRQ Return on Average Equity	11.28%	8.48%	9.36%	10.19%	11.58%
MRQ Net Interest Margin	3.89%	3.34%	3.55%	3.51%	3.63%
MRQ Efficiency Ratio	68.9%	69.6%	62.6%	63.6%	59.1%

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KBW s analysis also showed the following concerning the financial condition of YCB and the selected companies:

		Selected Companies			
	YCB	25th Percentile	Median	Average	75th Percentile
Tangible Common Equity / Tangible Assets (1)	8.00%	7.57%	8.83%	8.89%	9.64%
Leverage Ratio (1)	9.50%	8.58%	9.78%	9.84%	11.01%
Tier 1 Ratio (1)	12.2%	11.3%	12.5%	13.0%	13.6%
Total Capital Ratio (1)	14.7%	12.5%	13.8%	14.3%	15.4%
Loans / Deposits (1)	84.6%	71.9%	84.6%	81.7%	91.1%
Loan Loss Reserve / Gross Loans	0.59%	0.87%	1.15%	1.12%	1.43%
Nonperforming Assets / Loans + OREO (2)	1.82%	2.63%	1.34%	1.90%	0.73%
Texas Ratio	14.70%	17.62%	10.12%	12.90%	5.48%
Nonperforming Assets / Total Assets (2)	1.23%	1.48%	0.97%	1.22%	0.54%
MRQ Net Charge-Offs / Average Loans	0.26%	0.11%	0.04%	0.06%	0.00%

(1) Pro forma for publicly announced pending acquisitions where applicable
(2) Nonperforming assets include nonaccrual loans, loans 90+ days past due, TDRs and OREO (excluding covered assets to the extent discernible)

In addition, KBW s analysis showed the following concerning the market performance of YCB and, to the extent publicly available, the selected companies:

		Selected Companies			
	YCB	25th Percentile	Median	Average	75th Percentile
One-Year Stock Price Change	19.94%	5.69%	13.37%	17.09%	22.39%
Year-To-Date Stock Price Change	6.28%	(5.40%)	2.42%	1.94%	6.15%
Stock Price / Book Value per Share (1)	138%	112%	132%	132%	147%
Stock Price / Tangible Book Value per Share (1)	148%	128%	145%	145%	156%
Stock Price / LTM EPS	12.5x(3)	12.5x	14.2x	14.4x	16.1x
Stock Price / 2016 EPS	11.8x	12.3x	13.7x	13.6x	15.4x
Stock Price / 2017 EPS	11.3x	11.4x	12.6x	12.6x	14.4x
Core Deposit Premium	5.30%	3.46%	5.31%	5.52%	7.01%
Dividend Yield (2)	1.43%	0.62%	1.76%	1.66%	2.47%
Dividend Payout (2)	17.9%	7.5%	22.2%	23.2%	42.1%

(1) Pro forma for publicly announced pending or recently completed acquisitions and/or capital offerings where applicable
(2) Dividend yield and dividend payout reflected most recent quarterly dividend annualized as a percentage of stock price and annualized MRQ EPS, respectively. Excluded the impact of data for MBT Financial Corp. which was considered not meaningful.

(3) Excluding the impact of merger and integration expenses, recognition of a gain on life insurance, and a loss on the sale of loans, the LTM EPS multiple for YCB was 12.1x

No company used as a comparison in the above selected companies analysis is identical to YCB. Accordingly, an analysis of these results is not mathematical. Rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies involved.

WesBanco Selected Companies Analysis. Using publicly available information, KBW compared the financial performance, financial condition and market performance of WesBanco to 15 selected banks which were traded on Nasdaq, the New York Stock Exchange or the New York Stock Exchange Market and

headquartered in states (or contiguous states) in which WesBanco operates and which had total assets between $5.0 billion and $20.0 billion, excluding merger targets.

The selected companies were as follows:

1st Source Corporation	Park National Corporation
Community Bank System, Inc.	Pinnacle Financial Partners, Inc.
Eagle Bancorp, Inc.	S&T Bancorp, Inc.
First Commonwealth Financial Corporation	Tompkins Financial Corporation
First Financial Bancorp.	TowneBank
First Merchants Corporation	Union Bankshares Corporation
NBT Bancorp Inc.	United Bankshares, Inc.
Old National Bancorp	

To perform this analysis, KBW used profitability and other financial information for, as of, or, in the case of LTM information, through, the most recent completed quarter available (which in the case of WesBanco was the fiscal quarter ended March 31, 2016) and market price information as of April 29, 2016. KBW also used 2016 and 2017 EPS estimates taken from consensus street estimates for WesBanco and the selected companies. Where consolidated holding company level financial data for the selected companies was unreported, subsidiary bank level data was utilized to calculate ratios. Certain financial data prepared by KBW, and as referenced in the tables presented below, may not correspond to the data presented in WesBanco s historical financial statements as a result of the different periods, assumptions and methods used by KBW to compute the financial data presented.

KBW s analysis showed the following concerning the financial performance of WesBanco and the selected companies:

		Selected Companies			
	WesBanco	25th Percentile	Median	Average	75th Percentile
MRQ Return on Average Assets	1.07%	0.98%	1.05%	1.06%	1.13%
MRQ Return on Average Equity	8.03%	8.02%	8.58%	8.89%	9.65%
MRQ Net Interest Margin	3.28%	3.45%	3.55%	3.62%	3.78%
MRQ Efficiency Ratio	55.4%	63.8%	61.2%	59.3%	58.8%

KBW s analysis showed the following concerning the financial condition of WesBanco and the selected companies:

		Selected Companies			
	WesBanco	25th Percentile	Median	Average	75th Percentile
Tangible Common Equity / Tangible Assets (1)	8.11%	7.71%	8.69%	8.77%	9.26%
Leverage Ratio (1)	9.46%	8.79%	9.80%	9.70%	10.56%
Tier 1 Ratio (1)	13.3%	10.8%	11.6%	11.8%	12.4%
Total Capital Ratio (1)	14.1%	12.1%	12.8%	13.1%	14.5%

Loans / Deposits (1)	83.6%	86.4%	90.2%	92.2%	99.3%
Loan Loss Reserve / Gross Loans	0.83%	0.81%	0.97%	1.04%	1.12%
Nonperforming Assets / Loans + OREO (2)	1.03%	1.50%	1.11%	1.21%	0.71%
Texas Ratio	7.59%	13.24%	8.64%	9.43%	5.16%
Nonperforming Assets / Total Assets (2)	0.62%	1.16%	0.75%	0.85%	0.55%
MRQ Net Charge-Offs / Average Loans	0.12%	0.18%	0.09%	0.12%	0.03%

(1) Pro forma for publicly announced pending acquisitions where applicable

(2) Nonperforming assets include nonaccrual loans, loans 90+ days past due, TDRs and OREO (excluding covered assets to the extent discernible)

In addition, KBW s analysis showed the following concerning the market performance of WesBanco and the selected companies:

		Selected Companies			
	WesBanco	25th Percentile	Median	Average	75th Percentile
One-Year Stock Price Change	1.58%	0.76%	11.38%	11.22%	20.05%
Year-To-Date Stock Price Change	7.03%	(0.93%)	1.21%	1.89%	4.64%
Stock Price / Book Value per Share (1)	108%	118%	138%	144%	159%
Stock Price / Tangible Book Value per Share (1)	188%	174%	201%	206%	244%
Stock Price / LTM EPS	13.7x	15.6x	16.5x	16.6x	18.0x
Stock Price / 2016 EPS	14.0x	14.2x	16.0x	15.9x	17.3x
Stock Price / 2017 EPS	13.1x	12.7x	14.5x	14.4x	16.1x
Core Deposit Premium	10.76%	8.80%	10.15%	12.38%	15.41%
Dividend Yield (2)	2.99%	2.09%	2.96%	2.63%	3.28%
Dividend Payout (2)	40.0%	34.0%	46.8%	43.2%	51.2%

(1) Pro forma for publicly announced pending or recently completed acquisitions and/or capital offerings where applicable
(2) Dividend yield and dividend payout reflected most recent quarterly dividend annualized as a percentage of stock price and annualized MRQ EPS, respectively

No company used as a comparison in the above selected companies analysis is identical to WesBanco. Accordingly, an analysis of these results is not mathematical. Rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies involved.

Select Transactions Analysis. KBW reviewed publicly available information related to 20 selected bank and thrift transactions announced since January 1, 2013, with transaction values between $50 million and $400 million, acquired companies headquartered in the Midwest region, and acquired companies MRQ ROAA greater than 0.50% and MRQ NPAs/Assets less than 4.0%. Terminated transactions and acquisitions of targets in bankruptcy were excluded from the selected transactions.

The selected transactions were as follows:

Acquiror	Acquired Company
First Mid-Illinois Bancshares, Inc.	First Clover Leaf Financial Corp.
BOK Financial Corporation	MBT Bancshares, Inc.
Nicolet Bankshares, Inc.	Baylake Corp.
Farmers National Banc Corp.	National Bancshares Corporation
Chemical Financial Corporation	Lake Michigan Financial Corporation
Stupp Bros., Inc.	Southern Bancshares Corp.
UMB Financial Corporation	Marquette Financial Companies
Northwest Bancshares, Inc.	LNB Bancorp, Inc.

MidWestOne Financial Group, Inc.	Central Bancshares, Inc.
Heartland Financial USA, Inc.	Community Banc-Corp. of Sheboygan, Inc.
BB&T Corporation	Bank of Kentucky Financial Corporation
Peoples Bancorp Inc.	NB&T Financial Group, Inc.
Old National Bancorp	Founders Financial Corporation
First Midwest Bancorp, Inc.	Great Lakes Financial Resources, Inc.
Simmons First National Corporation	Liberty Bancshares, Inc.
Old National Bancorp	United Bancorp, Inc.
Midland States Bancorp, Inc.	Love Savings Holding Company
Old National Bancorp	Tower Financial Corporation
Mercantile Bank Corporation	Firstbank Corporation
Heartland Financial USA, Inc.	Morrill Bancshares, Inc.

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For each selected transaction, KBW derived the following implied transaction statistics, in each case based on the transaction consideration value paid for the acquired company and using financial data based on the acquired company s then latest publicly available financial statements:

- Price per common share to tangible book value per share of the acquired company (in the case of selected transactions involving a private acquired company, this transaction statistic was calculated as total transaction consideration divided by total tangible common equity);

- Price per common share to LTM EPS of the acquired company (in the case of selected transactions involving a private acquired company, this transaction statistic was calculated as total transaction consideration divided by LTM earnings); and

- Tangible equity premium to core deposits (total deposits less time deposits greater than $100,000) of the acquired company, referred to as core deposit premium.

KBW also reviewed the price per common share paid for the acquired company for the 10 selected transactions involving publicly traded acquired companies as a premium to the closing price of the acquired company one day prior to the announcement of the acquisition (expressed as a percentage and referred to as the one day market premium). The resulting transaction multiples and premiums for the selected transactions were compared with the corresponding transaction multiples and premiums for the proposed merger based on the implied value of the merger consideration of $38.67 per share of YCB common stock and using historical financial information for YCB as of or through March 31, 2016, and the closing price of YCB common stock on April 29, 2016.

The results of the analysis are set forth in the following table (excluding the impact of LTM EPS multiple for one selected transaction, which multiple was considered not to be meaningful because it was greater than 35.0x):

		Selected Transactions			
	YCB	25th Percentile	Median	Average	75th Percentile
Price / Tangible Book Value (%)	171.1%	145.2%	166.9%	179.7%	209.4%
Price / LTM EPS (1) (x)	14.4x(2)	13.5x	17.4x	16.4x	19.5x
Core Deposit Premium (%)	8.6%	6.0%	6.9%	9.0%	13.1%
1-Day Market Premium (%)	15.4%	46.3%	75.4%	84.1%	99.7%

(1) LTM EPS multiples were tax-effected at 35% in the case of three selected transactions with acquired companies that were S-corporations
(2) Excluding the impact of merger and integration expenses, recognition of a gain on life insurance, and a loss on the sale of loans, the LTM EPS multiple for YCB was 14.0x

No company or transaction used as a comparison in the above selected transaction analysis is identical to YCB or the proposed merger. Accordingly, an analysis of these results is not mathematical. Rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies involved.

Relative Contribution Analysis. KBW analyzed the relative standalone contribution of WesBanco and YCB to various pro forma balance sheet and income statement items and the pro forma market capitalization of the combined entity. This analysis did not include purchase accounting adjustments or cost savings. To perform this analysis, KBW used (i) balance sheet data for WesBanco and YCB as of March 31, 2016, (ii) 2016 and 2017 EPS consensus street estimates for WesBanco, (iii) financial forecasts and projections relating to the 2016 and 2017 net income of YCB provided by YCB management, and (iv) market price data as of April 29, 2016. The results of KBW s analysis are set forth in the following table, which also compares the results of KBW s analysis with the implied pro forma ownership percentages of WesBanco and YCB shareholders in the combined company

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based on the stock consideration of 0.964 of a share of WesBanco common stock provided for in the merger agreement (reflecting an 80% stock / 20% cash implied merger consideration mix) and also based on a hypothetical exchange ratio assuming 100% stock consideration in the proposed merger for illustrative purposes:

	WesBanco as a % of Total	YCB as a % of Total
Ownership		
80% stock / 20% cash	88%	12%
100% stock	85%	15%
Balance Sheet		
Assets	85%	15%
Gross Loans Held for Investment	83%	17%
Deposits	83%	17%
Tangible Common Equity	84%	16%
Income Statement		
2015 Net Income	89%	11%
2016 Estimated Net Income	85%	15%
2017 Estimated Net Income	85%	15%
Market Capitalization	**87%**	**13%**

Forecasted Pro Forma Financial Impact Analysis. KBW performed a pro forma financial impact analysis that combined projected income statement and balance sheet information of WesBanco and YCB. Using closing balance sheet estimates as of September 30, 2016 for WesBanco and YCB, extrapolated from historical data using growth rates taken from consensus street estimates in the case of WesBanco and provided by YCB management in the case of YCB, 2016 and 2017 EPS consensus street estimates for WesBanco, an assumed 2018 EPS growth rate for WesBanco provided by WesBanco management, financial forecasts and projections relating to the net income of YCB provided by YCB management, and pro forma assumptions (including certain purchase accounting adjustments, cost savings and related expenses) provided by WesBanco management, KBW analyzed the potential financial impact of the merger on certain projected financial results of WesBanco. This analysis indicated the merger could be accretive to WesBanco s estimated 2017 EPS and estimated 2018 EPS and dilutive to WesBanco s estimated tangible book value per share as of September 30, 2016. Furthermore, the analysis indicated that each of WesBanco s tangible common equity to tangible assets ratio, leverage ratio, Tier 1 Risk-Based Capital Ratio and Total Risk Based Capital Ratio as of September 30, 2016 could be lower. For all of the above analysis, the actual results achieved by WesBanco following the merger may vary from the projected results, and the variations may be material.

Discounted Cash Flow Analysis. KBW performed a discounted cash flow analysis of YCB to estimate a range for the implied equity value of YCB. In this analysis, KBW used financial forecasts and projections relating to the net income and assets of YCB prepared by and provided to KBW by YCB management, and assumed discount rates ranging from 11.0% to 15.0%. The ranges of values were derived by adding (i) the present value of the estimated free cash flows that YCB could generate over the five-year period from 2016 to 2021 as a stand alone company, and (ii) the present value of YCB s implied terminal value at the end of such period. KBW assumed that YCB would maintain a tangible common equity to tangible asset ratio of 8.00% and would retain sufficient earnings to maintain that level. In calculating the terminal value of YCB, KBW applied a range of 11.0x to 15.0x estimated 2022 net income. This discounted cash flow analysis resulted in a range of implied values per share of YCB common stock of $28.58 per share to $41.95 per share.

The discounted cash flow analysis is a widely used valuation methodology, but the results of such methodology are highly dependent on the assumptions that must be made, including asset and earnings growth rates, terminal values, dividend payout rates, and discount rates. The foregoing discounted cash flow analyses did not purport to be indicative of the actual values or expected values of YCB or the pro forma combined company.

Miscellaneous. KBW acted as financial advisor to YCB in connection with the proposed merger and did not act as an advisor to or agent of any other person. As part of its investment banking business, KBW is continually engaged in the valuation of bank and bank holding company securities in connection with acquisitions, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements and valuations for various other purposes. As specialists in the securities of banking companies, KBW has experience in, and knowledge of, the valuation of banking enterprises. In the ordinary course of their broker-dealer businesses and further to certain existing sales and trading relationships with each of YCB and WesBanco, KBW and its affiliates from time to time purchase securities from, and sell securities to, YCB and WesBanco for which compensation is received. In addition, as a market maker in securities, KBW and its affiliates may from time to time have a long or short position in, and buy or sell, debt or equity securities of YCB or WesBanco for their own accounts and for the accounts of their customers.

Pursuant to the KBW engagement agreement, YCB agreed to pay KBW a total cash fee equal to 0.90% of the aggregate merger consideration, $250,000 of which became payable to KBW with the rendering of its opinion and the balance of which is contingent upon the closing of the merger. YCB also agreed to reimburse KBW for reasonable out-of-pocket expenses and disbursements incurred in connection with its retention and to indemnify KBW against certain liabilities relating to or arising out of KBW s engagement or KBW s role in connection therewith. In addition to this present engagement, in the past two years, KBW provided investment banking and financial advisory services to YCB and received compensation for such services. Specifically, KBW served as placement agent for YCB s December 2015 private placement of subordinated debt securities. In connection with that private placement, KBW received a fee of approximately $345,000 from YCB. In the past two years, KBW has not provided investment banking and financial advisory services to WesBanco. KBW may in the future provide investment banking and financial advisory services to YCB or WesBanco and receive compensation for such services.

Certain WesBanco Prospective Financial Information

Certain WesBanco Prospective Financial Information provided by WesBanco to YCB

WesBanco does not make public disclosure of forecasts or projections of its expected financial performance because of, among other things, the inherent difficulty of accurately predicting financial performance for future periods and the risk that the underlying assumptions and estimates may prove incorrect. In connection with the merger, however, WesBanco management provided certain limited unaudited prospective financial information for WesBanco on a stand-alone basis, without giving effect to the merger, to YCB for purposes of considering and evaluating the merger and also to YCB s financial advisor as referred to on pages 41 and 50 for purposes of the pro forma financial impact analysis performed by YCB s financial advisor in connection with its opinion to the YCB board of directors.

The prospective financial information for WesBanco reflect numerous estimates and assumptions with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to WesBanco s business, all of which are inherently uncertain and difficult to predict and many of which are beyond WesBanco s control. The prospective financial information is subjective in many respects and thus is susceptible to multiple interpretations and periodic revisions based on actual experience and business developments. The prospective financial information may also be affected by WesBanco s ability to achieve strategic goals, objectives and targets over the applicable periods. As such, the prospective financial information constitutes forward-looking information and is subject to risks and uncertainties, including the various risks set forth in the sections of this proxy statement/prospectus entitled Cautionary Statement Concerning Forward-Looking Statements and Risk Factors and in WesBanco Annual Report on Form 10-K for the fiscal year ended December 31, 2015 and the other reports filed by WesBanco with the SEC.

The prospective financial information for WesBanco was generally not prepared with a view toward public disclosure or complying with GAAP, the published guidelines of the SEC regarding projections or the guidelines

established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. Neither WesBanco s independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the prospective financial information included below, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the prospective financial information. Furthermore, the prospective financial information does not take into account any circumstances or events occurring after the date it was prepared.

You are strongly cautioned not to place undue reliance on the prospective financial information set forth below. The inclusion of the prospective financial information in this proxy statement/prospectus should not be regarded as an indication that any of WesBanco, YCB or their affiliates, advisors or representatives considered or consider the prospective financial information to be necessarily predictive of actual future events, and the prospective financial information should not be relied upon as such. None of WesBanco, YCB or their respective affiliates, advisors, officers, directors or representatives can give any assurance that actual results will not differ from the prospective financial information, and none of them undertakes any obligation to update or otherwise revise or reconcile the prospective financial information to reflect circumstances existing after the date such information was prepared or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the prospective financial information are shown to be in error. None of WesBanco, YCB or their respective affiliates, advisors or representatives can give any assurance that they will be able to achieve the results represented by the projections. The prospective financial information is not being included in this proxy statement/prospectus to influence a shareholder s decision regarding how to vote on any given proposal, but because the prospective financial information was provided to YCB and its financial advisor.

In light of the foregoing, and considering that the YCB special meeting will be held several months after the prospective financial information was prepared, as well as the uncertainties inherent in any forecasted information, YCB shareholders are cautioned not to place unwarranted reliance on such information, and WesBanco urges all YCB shareholders to review WesBanco s most recent SEC filings for a description of WesBanco s reported financial results. See Where You Can Find More Information About WesBanco and YCB on page 85 of this proxy statement/prospectus.

WesBanco provided YCB and its financial advisor with an assumed 2018 EPS growth rate for WesBanco of 5.5%.

Certain Publicly Available Consensus Street Estimates for WesBanco

WesBanco is covered by stock research analysts. Consensus estimates based on the EPS estimates published by such analysts are compiled by a nationally recognized earnings estimate consolidator. The publicly available EPS consensus street estimates of WesBanco referred to on page 41 under the caption The Merger Opinion of YCB s Financial Advisor are presented below:

WesBanco Consensus Estimates

2016 $2.30 per share

2017 $2.44 per share

Interests of Certain Persons in the Merger

In considering the recommendation of the YCB board of directors with respect to the merger agreement, you should be aware that certain persons, including the directors and executive officers of YCB, have interests in the merger in addition to their interests as shareholders of YCB generally. The YCB board of directors was aware of these interests and considered them in approving the merger agreement and the transactions contemplated

thereby. As described in more detail below, these interests include certain payments and benefits that may be provided to certain executive officers upon completion of the merger. The dates and share prices used below to quantify these interests have been selected for illustrative purposes only. They do not necessarily reflect the dates on which certain events will occur and do not represent a projection about the future value of YCB common stock.

Cash Payment for Outstanding Options. YCB has agreed to take the action necessary so that all YCB stock options outstanding and unexercised at the time of the merger will be cancelled, and instead the option holders will be paid cash in an amount equal to the product of (i) the number of shares of YCB common stock subject to each such option at the closing and (ii) an amount equal to the excess, if any, of $38.50 over the exercise price per share of the option, net of any cash which must be withheld under federal and state income and employment tax requirements. As of July 12, 2016, executive officers of YCB and Your Community Bank as a group held options to purchase an aggregate of 9,000 shares of YCB common stock, all of which have vested. If none of these options are exercised prior to completion of the merger, the executive officers of YCB and Your Community Bank as a group would receive an aggregate of $140,680 upon cancellation of their stock options. However, it is anticipated that these outstanding options will be exercised prior to completion of the merger. See - Summary of Golden Parachute Arrangements for the amounts payable to the named executive officers.

Acceleration of Vesting of Certain Restricted Stock Units; Rollover of Other Restricted Stock Units. Under the terms of the merger agreement, and except for certain restricted stock units held by James D. Rickard, Paul A. Chrisco and Kevin J. Cecil, YCB has agreed to take the actions necessary so that each outstanding YCB restricted stock unit will vest in full at or prior to the effective time of the merger and will be entitled to receive the merger consideration. As of the date of this proxy statement/prospectus, the directors and executive officers of YCB and Your Community Bank held an aggregate of 131,568 YCB restricted stock units that will receive accelerated vesting. With respect to 2,666 restricted stock units held by James D. Rickard, 2,408 restricted stock units held by Paul A. Chrisco and 2,000 restricted stock units held by Kevin J. Cecil, at the effective time of the merger, each such restricted stock unit will be converted automatically into a number of WesBanco restricted stock units equal to the product of (i) the number of shares of YCB common stock underlying such YCB restricted stock units multiplied by (ii) 1.205 (with the resulting number rounded down to the nearest whole share). Accordingly, at the effective time of the merger those restricted stock units will be converted into the following numbers of WesBanco restricted stock units: Mr. Rickard 3,212, Mr. Chrisco 2,901 and Mr. Cecil 2,410. Each such WesBanco restricted stock unit will otherwise be subject to the same terms and conditions applicable to the YCB restricted stock units immediately prior to the merger, including the same vesting schedule. See Summary of Golden Parachute Arrangements for the amounts payable to the executive officers.

Employment Agreement Amendments. As described in more detail below, concurrently with the execution of the merger agreement, YCB, Your Community Bank, WesBanco and WesBanco Bank entered into amendments to the respective employment agreements with each of James D. Rickard, YCB s President and Chief Executive Officer; Paul A. Chrisco, Executive Vice President and Chief Financial Officer of YCB; Kevin J. Cecil, Executive Vice President of YCB; and Michael K. Bauer, Executive Vice President and Chief Credit Officer of YCB, as well a merger payment and restrictive covenant agreement with Bill D. Wright, Executive Vice President, Treasurer and Director of Planning for YCB. All of the amendments will be effective as of the effective time of the merger.

Rickard Employment Agreement Amendment. Pursuant to this amendment, on the effective date of the merger WesBanco will make a single cash payment to James D. Rickard in the amount of $1,395,000. In addition, all of Mr. Rickard s restricted stock units (except for 2,666 restricted stock units, which will become 3,212 WesBanco restricted stock units at the effective time of the merger) will vest and be entitled to receive the merger consideration in the merger. No employer contributions will be made to Mr. Rickard s deferred compensation agreement after the effective date of the merger. The amended agreement, which will have a two year term, also provides that Mr. Rickard

will become a Market President for WesBanco and will receive an

annual base salary of $230,000 while being eligible to participate in WesBanco s bonus and equity incentive programs. The amendment also eliminates the change in control provisions and revises the severance benefit if Mr. Rickard s employment with WesBanco terminates. More specifically, on the effective date of the merger, Mr. Rickard would become entitled to receive a cash severance amount equal to the base salary which he would have earned over the shorter of one year or the then remaining term of the amended agreement, payable in equal monthly installments beginning with the first business day of the month following the date of termination. Finally, the amendment contains non-compete, non-disparagement and non-solicitation restrictive covenants and provides for the potential claw back of $100,000 for violation of those restrictive covenants.

Chrisco Employment Agreement Amendment. Pursuant to this amendment, on the effective date of the merger WesBanco will make a single cash payment to Paul A. Chrisco in the amount of $387,402. In addition, all of Mr. Chrisco s restricted stock units (except for 2,408 restricted stock units, which will become 2,901 WesBanco restricted stock units at the effective time of the merger) will vest and be entitled to receive the merger consideration in the merger. The amended agreement, which will have a two year term, also provides that Mr. Chrisco will become a Senior Vice President and Business Line Chief Financial Officer for WesBanco and will receive an annual base salary of $209,000. The amendment also eliminates the change in control provisions and revises the severance benefit if Mr. Chrisco s employment with WesBanco terminates. More specifically, on the effective date of the merger, Chrisco would become entitled to receive a cash severance amount equal to the base salary which he would have earned over the shorter of one year or the then remaining term of the amended agreement, payable in equal monthly installments beginning with the first business day of the month following the date of termination. Additionally, beginning on the closing date of the merger, WesBanco will pay Mr. Chrisco a monthly $9,370 retention payment for 24 months to encourage Mr. Chrisco to be and remain a WesBanco employee for the duration of the term of his amended employment agreement. No payment would be made after termination of employment during the amended term of the employment agreement, and the aggregate amount of retention payments is subject to repayment if termination is for cause. Finally, the amendment contains non-compete, non-disparagement and non-solicitation restrictive covenants and provides for the potential claw back of $250,000 for violation of those restrictive covenants.

Cecil Employment Agreement Amendment. Pursuant to this amendment, on the effective date of the merger WesBanco will make a single cash payment to Kevin J. Cecil in the amount of $622,316. In addition, all of Mr. Cecil s restricted stock units (except for 2,000 restricted stock units, which will become 2,410 WesBanco restricted stock units at the effective time of the merger) will vest and be entitled to receive the merger consideration in the merger. The amended agreement, which will have a two year term, also provides that Mr. Cecil will become a Senior Vice President and Senior Commercial Banker for WesBanco and will receive an annual base salary of $180,000 while being eligible to participate in WesBanco s bonus and equity incentive programs. The amendment also eliminates the change in control provisions and revises the severance benefit if Mr. Cecil s employment with WesBanco terminates. More specifically, on the effective date of the merger, Mr. Cecil s severance would become entitled to receive a cash severance amount equal to the base salary which he would have earned over the shorter of one year or the then remaining term of the amended agreement, payable in equal monthly installments beginning with the first business day of the month following the date of termination. Finally, the amendment contains non-compete, non-disparagement and non-solicitation restrictive covenants and provides for the potential claw back of $420,000 for violation of those restrictive covenants.

Bauer Employment Agreement Amendment. Pursuant to this amendment, on the effective date of the merger WesBanco will make a single cash payment to Michael K. Bauer in the amount of $653,570. In addition, all of Mr. Bauer s restricted stock units will vest and be entitled to receive the merger consideration in the merger. The amended agreement, which will have a three year term, also provides that Mr. Bauer will become a Senior Vice President & Senior Credit Officer for WesBanco and will (i) receive an annual base salary of $170,000, (ii) become a participant in WesBanco s annual incentive plan with a guaranteed annual bonus of no less than 15% of Mr. Bauer s

base salary for each bonus year during the term of the amended employment agreement and (iii) be granted 3,500 restricted shares of WesBanco common stock pursuant to WesBanco s equity incentive plan. The amendment also eliminates the change in control provisions and revises the severance

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if Mr. Bauer s employment with WesBanco terminates. Finally, the amendment contains non-compete, non-disparagement and non-solicitation restrictive covenants and provides for the potential claw back of $100,000 for violation of those restrictive covenants.

Wright Merger Payment and Restrictive Covenant Agreement. This agreement provides that on the effective date of the merger WesBanco will make a single cash payment to Bill D. Wright in the amount of $494,423, after which Mr. Wright s employment agreement with YCB will be of no further force and effect. In addition, all of Mr. Wright s restricted stock units will vest and be entitled to receive the merger consideration in the merger. Finally, the amendment contains a six month non-compete and one year non-disparagement and non-solicitation restrictive covenants, beginning on the effective date of the merger and provides for the potential claw back of $100,000 for violation of those restrictive covenants.

Summary of Golden Parachute Arrangements

The following table sets forth the aggregate dollar value of the various elements of compensation that each named executive officer of YCB will receive that is based on or otherwise relates to the merger, assuming the following:

Golden Parachute Compensation

Name	Cash($)(1)	Equity($) (2), (3)	Pension/NQDC ($)(4)	Perquisites Benefits($)	Tax Reimbursement ($)	Other($)	Total($)
James D. Rickard	1,395,000	1,842,200	0	0	0	0	3,237,200
Paul A. Chrisco	387,600	660,251	0	0	0	0	1,047,851
Michael K. Bauer	653,570	377,045	0	0	0	0	1,030,615
Scott P. Carr	0	319,168	0	0	0	0	319,168
J. Robert McIlvoy	0	316,174	0	0	0	0	316,174

(1) Messrs. Rickard, Chrisco and Bauer were each a party to an employment agreement with YCB which provided, among other things, for the payment of certain cash severance amounts upon the happening of a change in control, as defined in those agreements. Concurrently with the execution of the merger agreement and prior to the occurrence of a change in control under those employment agreements, Messrs, Rickard, Chrisco and Bauer entered into amendments to and extensions of those employment agreements that provided for, among other things, continued employment with WesBanco after the merger and specified the cash severance amounts payable in connection with the change in control of YCB which will be triggered by the merger. See Proposal No. 1 Approval of the Merger Agreement Interests of Certain Persons in the Merger Employment Agreement Amendments beginning on page 53. The cash amounts shown in this column represent the aggregate cash amounts payable to the named executive officers at closing, if the merger is consummated.

(2) Each of the named executive officers was granted restricted stock units under the YCB incentive plan. The YCB incentive plan and each award agreement provide that, upon a change in control, each restricted stock unit not then vested will become vested and each restricted stock unit will be converted to a share of YCB common stock. Each such share of YCB common stock will be exchanged for the merger consideration upon consummation of the merger.

(3) The amounts in this column are determined using a per share price of $38.38 for each YCB share into which the restricted stock units are converted. The amount of $38.38 is determined using, as required by Instruction 1 to

Item 402(t)(2) of Regulation S-K, the average closing price for a share of WesBanco common stock on the five trading days immediately following the public announcement of the existence of the merger agreement (which in this case are the trading days from May 4, 2016 to May 10, 2016, or an average of $31.83), and applying the formula for determining the merger consideration to that average

($31.83 x 0.964 exchange ratio + $7.70 cash per YCB share = $38.38). The result is carried out to two decimal places.

(4) No qualified or nonqualified deferred compensation arrangements are accelerated by the change in control in terms of either vesting or payment.

Employee Severance Benefits. The merger agreement provides that YCB employees who are not offered the opportunity to continue as employees of WesBanco or WesBanco Bank after the merger or who are terminated without cause within six months after the effective time of the merger will be entitled to receive:

(1) severance payments based on the number of years worked and the employee s weekly rate of pay, subject to certain minimum and maximum amounts;

(2) certain outplacement consultation services at a cost not to exceed $2,000 per employee;

(3) accrued benefits, including vacation pay, through the date of termination of employment; and/or

(4) any rights to continuation of medical coverage to the extent such rights are required under applicable federal or state law and subject to the employee s compliance with all applicable requirements for such continuation coverage, including payment of all premiums or other expenses related to such coverage.

Board of Directors Appointments; Advisory Board. Two current YCB directors, Gary L. Libs and Kerry M. Stemler, will be appointed to the board of directors of WesBanco and WesBanco Bank at the effective time of the merger. Both director appointees will serve until the next meeting of WesBanco s shareholders and will be nominated for election to the WesBanco board at that shareholder meeting and subsequent shareholder meetings until each has served a three-year term. In addition, each member of the YCB board of directors at the effective time of the merger, will be appointed to a newly-created advisory board for WesBanco Bank for the Indiana and Kentucky markets. Each advisory board member will serve for at least one year and will receive the same annual compensation they received for service on the YCB board of directors for the fiscal year ended December 31, 2015.

Indemnification. WesBanco has agreed that, following the effective time of the merger, it will indemnify, defend and hold harmless the current and former directors and officers of YCB against all costs, expenses, claims, damages or liabilities arising out of actions or omissions occurring at or prior to the effective time of the merger to the fullest extent permitted by applicable law, including provisions relating to advances of expenses. The merger agreement further provides that WesBanco will obtain six years of extended liability insurance to provide for continued coverage of YCB s directors and officers with respect to matters occurring prior to the effective time of the merger, subject to a cap that limits the annual amount that WesBanco must expend for such liability insurance to no more 150% of the annual amount expended by YCB prior to the effective time of the merger.

Ownership by YCB Officers and Directors. As of the record date, the directors and executive officers of YCB beneficially owned, in the aggregate, 615,986 shares of YCB common stock, representing approximately 11.2% of the outstanding shares of YCB common stock. Directors and executive officers of YCB will be treated the same as other YCB shareholders with respect to their ownership of outstanding YCB common stock.

Regulatory Approvals

Completion of the merger and the bank merger are each subject to certain federal and state bank regulatory agency filings and approvals. WesBanco and YCB cannot complete the merger and the bank merger unless and until WesBanco and YCB receive all necessary prior approvals from the applicable bank regulatory authorities. WesBanco and YCB have agreed to use their best efforts to obtain all such necessary prior approvals required to consummate the transactions contemplated by the merger agreement. Neither WesBanco nor YCB can predict whether or when WesBanco and YCB will obtain the required regulatory approvals, waivers or exemptions necessary for the merger of WesBanco with YCB and the merger of WesBanco Bank with Your Community Bank.

Federal Deposit Insurance Corporation. The bank merger is subject to the approval by the Federal Deposit Insurance Corporation (FDIC) under the Bank Merger Act. In granting its approval under the Bank Merger Act, the FDIC must consider, among other factors, the competitive effect of the merger, the managerial and financial resources and future prospects of the merging banks, the effect of the merger on the convenience and needs of the communities to be served, including the records of performance of the merging banks in meeting the credit needs of the communities under the Community Reinvestment Act, the effectiveness of the merging banks in combating money laundering activities, and the risk that would be posed by the merger to the stability of the United States banking or financial system. Applicable regulations require publication of notice of the application and an opportunity for the public to comment on the application in writing. WesBanco filed the requisite bank merger application with the FDIC on June 14, 2016.

The bank merger (the completion of which is not a condition to the merger) may not be consummated until 30 days after the approval of the FDIC (or such shorter period as the FDIC may prescribe with the concurrence of the United States Department of Justice, but not less than 15 days), during which time the Department of Justice may challenge the bank merger on antitrust grounds.

Federal Reserve Board. The merger requires the approval of the Federal Reserve Board pursuant to the Bank Holding Company Act of 1956, as amended, unless the Federal Reserve Board is willing to grant a waiver pursuant to its regulations allowing for such waivers. A request for such a waiver was filed with the Federal Reserve on June 20, 2016 and the waiver was granted on June 30, 2016.

West Virginia Division of Financial Institutions. Both the merger and the bank merger require the approval of the West Virginia Division of Financial Institutions. WesBanco filed the requisite application for approval of the merger and bank merger with the West Virginia Division of Financial Institutions on June 14, 2016.

Indiana Department of Financial Institutions. Pursuant to Section 28 - 2 - 16 - 21 of The Indiana Financial Institutions Act, neither the merger nor the bank merger require the approval of the Indiana Department of Financial Institutions.

Other Requisite Approvals, Notices and Consents. Neither YCB nor WesBanco is aware of any other regulatory approvals, notices or consents required for completion of the merger other than those we describe above. Should any other approvals, notices or consents be required, YCB and WesBanco presently contemplate both of us would seek to obtain such approvals or consents and give such notices. There can be no assurance, however, that WesBanco and YCB can obtain any other approvals or consents, if required.

There can be no assurance that the regulatory authorities described above will approve the merger or the bank merger, and if such mergers are approved, there can be no assurance as to the date on which WesBanco and YCB will receive such approvals. The mergers cannot proceed in the absence of the receipt of all requisite regulatory approvals.

The approval of any application merely implies the satisfaction of regulatory criteria for approval. Any such approval does not include review of the merger from the standpoint of the adequacy of the merger consideration our shareholders will receive upon the merger. Further, regulatory approvals do not constitute an endorsement or recommendation of the merger.

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No Dissenters Rights

The Indiana Business Corporation Law generally provides shareholders of an Indiana corporation that is involved in certain mergers, share exchanges or sales or exchanges of all or substantially all of its property the right to dissent from that action and obtain payment of the fair value of their shares. However, dissenters rights are not available to holders of shares listed on a national securities exchange, such as the New York Stock Exchange, or traded on the Nasdaq National Market or a similar market. Because YCB s common stock is quoted on the Nasdaq Capital Market, holders of YCB common stock have no dissenters rights in respect of their shares. Accordingly, if the merger is completed, YCB shareholders who voted against the approval of the merger agreement will be treated the same as YCB shareholders who voted for the approval of the merger agreement and their YCB shares will automatically be converted into the right to receive the merger consideration. Therefore, if you own shares of YCB common stock on the record date but you are against the merger, you may vote against approval of the merger agreement but you may not exercise dissenters rights for your YCB shares.

Delisting and Deregistration of YCB Common Stock Following the Merger

If the merger is completed, YCB common stock will be delisted from the Nasdaq Capital Market and will be deregistered under the Securities Exchange Act of 1934, as amended. It is a condition to closing that the shares of WesBanco common stock to be issued to YCB shareholders in the merger must have been approved for listing on the Nasdaq Global Select Market.

Management Following the Merger

Each of the current directors and executive officers of WesBanco will continue to serve in those capacities following the merger. For information as to their identities, backgrounds, compensation and certain other matters relating to WesBanco s directors and executive officers, please refer to WesBanco s proxy statement for its 2016 annual meeting of shareholders, which is incorporated by reference herein. See Where You Can Find More Information about WesBanco and YCB. Two current YCB directors, Gary L. Libs and Kerry M. Stemler, will be appointed to the board of directors of WesBanco at the effective time of the merger. For information as to the identities, backgrounds, compensation and certain other matters relating to YCB s directors, please refer to YCB s proxy statement for its 2016 annual meeting of shareholders, which is incorporated by reference herein. See Where You Can Find More Information about WesBanco and YCB.

Accounting Treatment

In accordance with Financial Accounting Standards Board, Accounting Standards Codification 805, *Business Combinations*, WesBanco will account for the merger as an acquisition. Under acquisition accounting, YCB s assets, including identifiable intangible assets, and liabilities, including executory contracts and other commitments, as of the effective time of the merger will be recorded at their respective fair values and added to the balance sheet of WesBanco. Any excess of the purchase price over the fair values of net assets acquired will be recorded as goodwill. Financial statements of WesBanco issued after the merger will include these initial fair values (adjusted for subsequent amortization or accretion) and YCB s results of operations from the effective time of the merger.

Material U.S. Federal Income Tax Consequences of the Merger

The following discussion and legal conclusions contained herein constitute and represent the opinion of K&L Gates LLP, counsel to WesBanco, and the opinion of Frost Brown Todd LLC, counsel to YCB as to the material United States federal income tax consequences of the merger. The discussion is based on the Code, Treasury regulations

promulgated thereunder, administrative rulings and practice, and judicial decisions, all as currently in effect and all of which are subject to change (possibly with retroactive effect) and to differing interpretations. Any such change could affect the accuracy of the statements and conclusions set forth in this

discussion. This discussion applies only to YCB shareholders that hold their YCB common stock as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all aspects of United States federal taxation that may be relevant to a particular shareholder in light of personal circumstances or to shareholders subject to special treatment under the United States federal income tax laws, including:

- banks, financial institutions or trusts,
- tax-exempt organizations,
- insurance companies,
- dealers in securities or foreign currency,
- traders in securities who elect to apply a mark-to-market method of accounting,
- pass-through entities and investors in such entities,
- real estate investment trusts,
- regulated investment companies,
- foreign persons,
- a person that has a functional currency other than the United States dollar,
- a United States expatriate,
- shareholders who received their YCB common stock through the exercise of employee stock options, holders of options to acquire YCB common stock, or holders who acquired their YCB common stock through a tax-qualified retirement plan or otherwise as compensation, and
- shareholders who hold YCB common stock as part of a hedge, straddle, constructive sale, conversion transaction or other integrated investment.

In addition, the discussion does not address any alternative minimum tax or any state, local or foreign tax consequences of the merger.

Each holder of YCB common stock should consult its tax advisor with respect to the particular tax consequences of the merger to such holder.

The merger is conditioned upon receipt at closing by YCB of a legal opinion from Frost Brown Todd LLC and upon receipt at closing by WesBanco of a legal opinion from K&L Gates LLP in each case, dated the closing date of the merger and to the effect that the merger will be treated as a reorganization within the meaning of Section 368(a) of the Code. Neither of these opinions will be binding on the Internal Revenue Service or the courts, and neither YCB nor WesBanco intends to request a ruling from the Internal Revenue Service regarding the United States federal income tax consequences of the merger. Consequently, we cannot assure you that the Internal Revenue Service will not assert, or that a court would not sustain, a position contrary to any of those set forth below.

The opinions of K&L Gates LLP and Frost Brown Todd LLC to be issued at closing will rely on certain assumptions that customarily are made with respect to transactions of this kind. The opinions also will rely on representations and covenants, including certain factual representations contained in officers certificates of YCB and WesBanco. K&L Gates LLP and Frost Brown Todd LLC will assume such representations to be true, correct and complete. If any such representation cannot be made on the effective date of the merger, or any such representation or assumption is of the representations or assumptions upon which the opinions are based is inconsistent with the actual facts or incorrect, then K&L Gates LLP and Frost Brown Todd LLC may be unable to render the opinions upon which the closing is conditioned, and the United States federal income tax consequences of the merger could be adversely affected.

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Receipt of WesBanco Common Stock and Cash

Gain But No Loss. An YCB shareholder will recognize gain, but not loss, in an amount equal to the lesser of:

- the amount of gain realized with respect to the YCB common stock surrendered in the exchange; and
- the amount of cash received (other than cash received in lieu of a fractional share of WesBanco common stock, which will be taxed as discussed below under *Cash Received in Lieu of a Fractional Share of WesBanco Common Stock*).

The amount of gain realized with respect to the YCB common stock exchanged will equal the excess, if any, of:

- the sum of the cash received plus the fair market value of WesBanco common stock received over
- the YCB shareholder s adjusted tax basis in such YCB common stock.

For this purpose, gain or loss must be calculated separately for each identifiable block of shares of YCB common stock surrendered in the merger, and a loss realized on one block of shares may not be used to offset a gain realized on another block of shares. Holders should consult their tax advisors regarding the manner in which cash and shares of WesBanco common stock should be allocated among different blocks of their YCB common stock surrendered in the merger. In addition, for purposes of calculating gain or loss, the fair market value of WesBanco common stock is based on the trading price of that stock on the date of completion of the merger.

For purposes of determining the character of this gain, such YCB shareholder will be treated as having received only WesBanco common stock in exchange for such shareholder s YCB common stock, and as having immediately redeemed a portion of such WesBanco common stock for the cash received. Unless this deemed redemption is treated as a dividend (as described below in Possible Treatment of Cash as a Dividend) to the extent of such shareholder s ratable share of accumulated earnings and profits of YCB, the gain will be capital gain if the YCB common stock is held by such shareholder as a capital asset at the time of the merger. Any capital gain will be long-term capital gain if, as of the date the merger is completed, the holding period for such YCB common stock is more than one year.

Tax Basis. The aggregate adjusted tax basis of WesBanco common stock received in the merger generally will be equal to the aggregate adjusted tax basis of the shares of YCB common stock surrendered in the merger, reduced by the amount of cash received by the holder in the merger (excluding any cash received in lieu of a fractional share), and increased by the amount of any gain recognized by the holder in the merger (including any portion of the gain that is treated as a dividend, as described below under Possible Treatment of Cash as a Dividend, but excluding any gain or loss resulting from the deemed issuance and redemption of fractional shares as described below under *Cash Received in Lieu of a Fractional Share of WesBanco Common Stock*).

Holding Period. The holding period of WesBanco common stock received in the merger (including fractional shares of WesBanco common stock deemed received and redeemed as described below) will include the holding period of the YCB common stock exchanged therefor.

Taxation of Capital Gain. Except as described under Possible Treatment of Cash as a Dividend below, gain that holders of YCB common stock recognize in connection with the merger generally will constitute capital gain and will constitute long-term capital gain if such holders have held (or are treated as having held) their YCB common stock for more than one year as of the effective date of the merger. Long-term capital gains recognized by non-corporate taxpayers are subject to reduced tax rates compared to ordinary income rates.

Possible Treatment of Cash as a Dividend. In general, the determination of whether gain recognized by an YCB shareholder who exchanges their shares of YCB common stock for a combination of WesBanco common stock and cash will be treated as capital gain or as a dividend distribution will depend on whether, and to what extent, the merger reduces the holder s deemed percentage ownership in WesBanco. For purposes of this determination, each holder of YCB common stock is treated as if they first exchanged all of their shares of YCB common stock solely for WesBanco common stock and then WesBanco immediately redeemed a portion of the WesBanco common stock in exchange for the cash the holder actually received. The gain recognized in this deemed redemption will be treated as capital gain and not as a dividend equivalent if the deemed redemption is (1) substantially disproportionate with respect to the holder, or (2) not essentially equivalent to a dividend (*i.e.*, the deemed redemption results in a meaningful reduction in the YCB shareholder s interest in WesBanco common stock). The exchange will be substantially disproportionate with respect to the holder if the holder s percentage interest in WesBanco common stock (including stock constructively owned by the holder) immediately after the merger is less than 80% of what the percentage interest would have been if, hypothetically, the holder had received solely WesBanco common stock in exchange for all YCB common stock owned or constructively owned by the holder before the merger. Whether an exchange would result in a meaningful reduction depends on the particular YCB shareholder s facts and circumstances. The Internal Revenue Service has ruled that a shareholder in a publicly-held corporation whose stock interest is minimal (*e.g.*, less than 1%) and who exercises no control with respect to corporate affairs can be considered to have a meaningful reduction if that shareholder has a minor reduction in their percentage stock ownership in the deemed redemption. Accordingly, the gain recognized in the deemed exchange by such a shareholder would be treated as capital gain. In determining an YCB shareholder s interest in WesBanco common stock, the YCB shareholder may be deemed to own any shares of WesBanco common stock owned, or constructively owned, by certain persons related to such YCB shareholder or that are subject to an option held by the YCB shareholder or a related person.

These rules are complex and dependent upon the specific factual circumstances particular to each YCB shareholder. Consequently, each holder should consult their tax advisor as to the application of these rules to the particular facts relevant to such holder. YCB shareholders that are corporations should consult their tax advisors regarding their eligibility for a dividends received deduction and the treatment of the dividend as an extraordinary dividend under Section 1059 of the Code.

Cash Received in Lieu of a Fractional Share of WesBanco Common Stock

A holder of YCB common stock who receives cash instead of a fractional share of WesBanco common stock will generally be treated as having received such fractional share and then as having received such cash in redemption of that fractional share by WesBanco. Unless the receipt of such cash is treated as a dividend under the principles discussed above under Possible Treatment of Cash as a Dividend, a holder of YCB common stock generally will recognize gain or loss equal to the difference between the amount of cash received and the YCB shareholder s portion of such shareholder s aggregate adjusted tax basis of the shares of YCB common stock exchanged in the merger which is allocable to the fractional share. Such gain or loss will be long-term capital gain or loss if, as of the effective date of the merger, the holding period for such shares is more than one year. The deductibility of capital losses is subject to limitations.

Net Investment Income Tax

A holder who is an individual is subject to a 3.8% tax on the lesser of: (i) his or her net investment income for the relevant taxable year; or (ii) the excess of his or her modified adjusted gross income for the taxable year over a certain threshold (between $125,000 and $250,000 depending on the individual s United States federal income tax filing status). Estates and trusts are subject to similar rules. Net investment income generally would include any capital gain recognized in connection with the merger (including any gain treated as a dividend), as well as, among other items,

other interest, dividends, capital gains and rental or royalty income received by such individual. Holders should consult their tax advisors as to the application of this additional tax to their circumstances.

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Backup Withholding and Information Reporting

Backup withholding at a 28% rate will generally apply to merger consideration that includes cash if the exchanging YCB shareholder fails to properly certify that it is not subject to backup withholding, generally on Internal Revenue Service Form W-9. Certain holders, including, among others, United States corporations, are not subject to backup withholding, but they may still need to furnish a Form W-9 or otherwise establish an exemption. Any amounts withheld from payments to an YCB shareholder under the backup withholding rules are not additional taxes and will be allowed as a refund or credit against the shareholder s United States federal income tax liability, provided that the required information is timely furnished to the Internal Revenue Service.

A holder of YCB common stock who receives WesBanco common stock as a result of the merger will be required to retain records pertaining to the merger. Each holder of YCB common stock who is required to file a United States federal income tax return and who is a significant holder that receives WesBanco common stock in the merger will be required to file a statement with that tax return in accordance with Treasury Regulations Section 1.368-3 setting forth such holder s basis (determined immediately prior to the exchange) in the YCB common stock surrendered and the fair market value (determined immediately prior to the exchange) of the YCB common stock which is exchanged by that significant holder. A significant holder is a holder of YCB common stock who, immediately before the merger, owned at least 5% of the outstanding stock of YCB or securities of YCB with a basis for United States federal income taxes of at least $1.0 million.

The foregoing discussion is intended only as a summary and does not purport to be a complete analysis or listing of all potential United States federal income tax consequences of the merger. You are urged to consult your tax advisors concerning the United States federal, state, local and foreign tax consequences of the merger to you.

Conduct of Business Prior to the Merger

Pursuant to the merger agreement, WesBanco and YCB have agreed that, until the merger becomes effective or the merger agreement is terminated, whichever occurs first, each will, among other things and with some exceptions:

- except for the use of information in preparing this proxy statement/prospectus and in connection with other required governmental filings, hold all information relating to the transactions contemplated by the merger agreement in the strictest confidence and not use or disclose any of such information except after such information (A) otherwise is or becomes generally available to the public, (B) was already known to the party receiving the information on a nonconfidential basis prior to the disclosure or (C) is subsequently disclosed to the party receiving the information on a nonconfidential basis by a third party having no obligation of confidentiality to the party disclosing the Information;

- use its best efforts to take, or cause to be taken, all necessary actions required to consummate the transactions contemplated by the merger agreement;

- not make any press release or other public announcement concerning the transactions contemplated by the merger agreement without the consent of the other party, except to the extent that such a press release or public announcement may be required by law;

cooperate in furnishing information for the preparation and filing of the proxy statement/prospectus;

cooperate and use its best efforts to prepare all documentation, to timely effect all filings and to obtain all permits, consents, approvals and authorizations of all third parties and governmental and regulatory authorities that are necessary to consummate the transactions contemplated in the merger agreement;

to the extent practicable, each will consult with the other, in each case subject to applicable laws relating to the exchange of information, with respect to, and will be provided in advance so as to reasonably exercise its right to review in advance, all material written information submitted to any third party or any governmental or regulatory authority in connection with the transactions contemplated by the merger agreement;

consult with the other party with respect to the obtaining of all material permits, consents, approvals and authorizations of all third parties and governmental and regulatory authorities necessary or advisable to consummate the transactions contemplated by the merger agreement and each party will keep the other apprised of the status of material matters relating to completion of the transactions contemplated by the merger agreement;

upon request, furnish the other party with all information concerning itself, its subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any filing, notice or application made by or on behalf of such other party or of its subsidiaries to any third party or governmental or regulatory authority;

not knowingly take any action that would, or would be reasonably likely to, prevent or impede the merger from qualifying as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986;

not knowingly take any action that is intended or is reasonably likely to result in (i) any of its representations and warranties set forth in the merger agreement being or becoming untrue in any material respect, (ii) any of the conditions of the merger, as set forth in the merger agreement, not being satisfied, or (iii) a material violation of any provision of the merger agreement, except, in each case, as may be required by applicable law;

must promptly notify the other party in writing if the party becomes aware of any fact or condition that causes or constitutes a breach in any material respect of any of such party s representations and warranties or would (except as expressly contemplated by the merger agreement) cause or constitute a breach in any material respect of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the breaching party s disclosure schedule, that party must promptly deliver to the other party a supplement to its disclosure schedule specifying such change. During the same period, each party must promptly notify the other party of (A) the occurrence of any breach in any material respect of any of the party s or its subsidiaries covenants contained in the merger agreement, (B) the occurrence of any event that may make the satisfaction of the conditions in the merger agreement impossible or unlikely in any material respect or (C) the occurrence of any event that is reasonably likely, individually or taken with all other facts, events or circumstances known to the disclosing party, to result in a material adverse effect with respect to the disclosing party;

coordinate the payment of any dividends and the record date and payment dates relating thereto, such that YCB shareholders (who will become WesBanco shareholders after the merger) will not receive two dividends, or fail to receive one dividend, from YCB and/or WesBanco for any single calendar quarter; and

assist each other in facilitating the integration of YCB s business with the business of WesBanco after the effective time of the merger and YCB will prepare its data processing and information technology systems for conversion to those of WesBanco after the effective time of the merger.

In addition, except as otherwise provided for in the merger agreement or as may be approved in writing by WesBanco, YCB has agreed that,:

it will conduct and cause each of its subsidiaries to conduct their respective businesses only in the ordinary and usual course consistent with past practice and in a manner consistent with any representation or warranty contained in the merger agreement;

it will not sell, transfer, mortgage, pledge, or subject any of its material assets to a lien or other encumbrance except for:

- internal reorganizations or consolidations involving existing subsidiaries that would not be likely to present a material risk of any material delay in the receipt of any required regulatory approval;
- securitization activities in the ordinary course of business;

- sales of loans, participations or real estate owned in the ordinary course of business, and

- other dispositions of assets, including subsidiaries, if the fair market value of the total consideration received therefrom does not exceed in the aggregate, $150,000;

it will not make any capital expenditures, additions or betterments which exceed $150,000 in the aggregate;

it will not enter into any material contract that would be reasonably likely to have a material adverse effect on YCB, materially impair YCB s ability to perform its obligations under the merger agreement, or prevent or materially delay the consummation of the transactions contemplated by the merger agreement;

it will not declare or pay any dividends or other distributions on any shares of YCB common stock other than YCB s regular quarterly cash dividend for each fiscal quarter ending on or after March 31, 2016 in an amount not to exceed $0.12 per share, dividends from any YCB subsidiary, and in connection with and as required by the terms of the trust preferred securities issued by a YCB subsidiary;

it will not purchase, redeem or otherwise acquire any YCB capital stock other than pursuant to repurchase rights of YCB or certain put rights granted to employees or former employees of YCB pursuant to YCB stock option and benefit plans or pursuant to the cashless exercise of any YCB stock option or in settlement of any withholding obligation in connection with any YCB stock option plans;

it will not issue or grant any options or other rights to acquire shares of YCB capital stock other than the issuance of YCB common stock upon the exercise of existing stock options;

it will not effect, directly or indirectly, any share split or share dividend, recapitalization, combination, exchange of shares, readjustment or other reclassification;

it will not amend its articles of incorporation, bylaws or other government documents except as expressly contemplated by the merger agreement;

it will not merge or consolidate with any other person or otherwise reorganize except as permitted by the merger agreement;

it will not acquire any portion of the assets, business or properties of any other entity other than:

- by way of foreclosures;

- acquisitions of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary and usual course of business consistent with past practice; and

- internal reorganizations or consolidations involving existing subsidiaries that would not likely present a material risk of any material delay in the receipt of any required regulatory approval;

other than in the ordinary course of business consistent with past practice and except as required by law or certain existing contractual obligations, it will not enter into, establish, adopt or amend any pension, retirement, stock option, stock purchase, savings, profit-sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any director, officer or employee of YCB;

with certain exceptions, it will not announce or pay any general wage or salary increase or bonus, other than normal wage or salary increases not to exceed 3% for any YCB employee, and year-end bonuses for the 2016 fiscal year substantially consistent with past practices and not in excess of $1,500,000 in the aggregate, or enter into or amend or renew any employment, consulting, severance or similar agreements or arrangements with any officer, director or employee;

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- it will not incur or guarantee certain long-term indebtedness or issue long-term debt securities other than in replacement of existing or maturing debt, certain inter-company indebtedness of its subsidiaries, or in the ordinary course of business consistent with past practice;

- it will not change its accounting principles, practices or methods, other than as may be required by U.S. generally accepted accounting principles or governmental authority;

- it will not materially change its existing deposit policy, incur deposit liabilities, other than deposit liabilities incurred in the ordinary course of business consistent with past practice, or accept any brokered deposit having a maturity longer than 365 days, other than in the ordinary course of business;

- it will not sell, purchase, enter into a lease, relocate, open or close any banking or other office, or file any application pertaining to such action with any regulatory authority;

- it will not change any of its commercial or consumer loan policies in any material respect, including credit underwriting criteria, or make any material exceptions thereto, unless so required by applicable law or governmental authority;

- it will not purchase mortgage loan servicing rights and, other than in the ordinary course of business, sell any mortgage loan servicing rights;

- it will not commence or settle any material claim, action or proceeding except settlements involving only monetary remedies in amounts, in the aggregate, that are not material;

- it will not adopt a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or dissolution, restructuring, recapitalization or reorganization;

- it will not make or change any tax election, file any amended tax return, fail to timely file any tax return, enter into any closing agreement, settle or compromise any liability with respect to taxes, agree to any adjustment of any tax attribute, file any claim for a refund of taxes, or consent to any extension or waiver of the limitation period applicable to any tax claim or assessment;

- it will, and will cause its subsidiaries to, use their commercially reasonable efforts to maintain and keep their respective properties and facilities in their present condition and working order, ordinary wear and tear excepted, except with respect to such properties and facilities, the loss of which would not reasonably be expected to have a material adverse effect on YCB;

it will, and will cause its subsidiaries to, perform all of their obligations under all agreements relating to or affecting their respective properties, rights and businesses, except where nonperformance would not have a material adverse effect on YCB;

it will, and will cause its subsidiaries to, use their commercially reasonable efforts to maintain and preserve their respective business organizations intact, to retain present key employees and to maintain the respective relationships of customers, suppliers and others having business relationships with them;

it will maintain its insurance at existing levels with reputable insurers and upon renewal or termination of such insurance, and YCB and its subsidiaries will use commercially reasonable efforts to renew or replace such insurance coverage with reputable insurers in respect of the amounts, premiums, types and risks insured or maintained on December 31, 2015;

upon reasonable advance notice, YCB and each of its subsidiaries will afford to WesBanco and to WesBanco s officers, employees, investment bankers, attorneys, accountants and other advisors reasonable and prompt access during normal business hours, until the merger becomes effective or the merger agreement is terminated, to all their respective properties, assets, books, contracts, commitments, directors, officers, employees, attorneys, accountants, auditors, other advisors and representatives and records;

except as excluded in the merger agreement, YCB and each of its subsidiaries will make available to WesBanco on a prompt basis (A) a copy of each report, schedule, form, statement and other document filed or received by it, until the merger becomes effective or the merger agreement is terminated, pursuant to the requirements of domestic or foreign laws and (B) all other information concerning its business, properties and personnel as WesBanco may reasonably request; *provided, however,* that WesBanco will not unreasonably interfere with YCB s business operations;

it will not, and will not permit any person acting on its behalf to, solicit, initiate or knowingly encourage or participate in any discussions or furnish any information or enter into any agreement or letter of intent with respect to any proposal that is reasonably likely to lead to the acquisition of assets or businesses constituting 20% or more of the total consolidated revenues or assets of YCB and its subsidiaries or 20% or more of YCB s common stock; provided that the YCB board of directors does not determine in good faith, after consulting with legal counsel, that the failure to take any such action would violate its fiduciary duties;

it will take such action as is necessary to vest all YCB restricted stock units, except for certain restricted stock units held by James D. Rickard, Paul A. Chrisco and Kevin J. Cecil;

it will promptly provide WesBanco with a list of certain loans after the end of each quarter, at other times after reasonably requested by WesBanco, and upon closing of the merger;

it will use commercially reasonable efforts to enter into contracts for the sale of certain loans, identified by WesBanco and YCB in the schedules to the merger agreement, conditioned on the consummation of the merger in accordance with the merger agreement;

with respect to YCB s defined benefit plans, YCB will:

¡ take all steps to allow WesBanco to assume sponsorship of YCB s defined benefit plans at the effective time of the merger;

¡ on its own initiative as soon as practicable after the date of merger agreement and upon WesBanco s request at any subsequent time, provide WesBanco with an updated calculation of all of YCB s liabilities to the YCB defined benefit plans upon YCB s withdrawal from those plans; and

¡ if requested by WesBanco before the effective time of the merger, take all steps to begin termination of the YCB defined benefit plans to become effective after the effective time of the merger; and

if WesBanco determines in its sole discretion, YCB will terminate the YCB 401(k) plan effective immediately prior to or at the effective time of the merger, and the accounts of all participants and beneficiaries in the YCB 401(k) plan as of the effective time of the merger will become fully vested upon

termination of the YCB 401(k) plan.

In addition, WesBanco has further agreed that:

- it will provide certain benefits to employees of YCB and its subsidiaries whose employment is not continued or terminated without cause within certain time periods after the merger;

- it will use commercially reasonable efforts to cause the shares of WesBanco common stock to be issued in the merger to be approved for listing on the Nasdaq Global Select Market;

- it will honor the terms of certain YCB benefit plans and agreements;

- it will create a retention bonus pool for certain YCB employees to incentivize those employees to remain employed by YCB or WesBanco through the end of the month during which the conversion of YCB s data processing system occurs;

it will enter into retention restricted stock agreements with certain YCB employees pursuant to which WesBanco will grant, immediately after and subject to the occurrence of the effective time of the merger, restricted shares of WesBanco common stock which will cliff-vest on the third anniversary of the grant date if such employee remains employed by WesBanco Bank at that time;

it will provide continued indemnification and, for six years after the effective time of the merger, it will provide related insurance for the directors and officers of YCB and its subsidiaries subject to a maximum premium expenditure cap;

it will cause current YCB directors Gary L. Libs and Kerry M. Stemler to be appointed to the board of directors of WesBanco until the next meeting of WesBanco shareholders and will nominate them for election at such meeting and until they have served a full three-year term on the WesBanco board of directors;

it will create an advisory board for the Indiana and Kentucky markets to which each YCB director will be appointed for at least one year; and

it will conduct, and cause its subsidiaries to conduct, its business in the ordinary and usual course consistent with past practice and will not take any action that would have a materially adverse effect on the surviving corporation without YCB s written consent.

Conditions to the Merger

The respective obligations of WesBanco and YCB to complete the merger are subject to the following conditions, among others:

the approval of the merger agreement by the shareholders of YCB;

the absence of any order to restrain, enjoin, or otherwise prevent the consummation of the merger entered by any court or administrative body which remains in effect on the date the merger closes;

the effectiveness of the registration statement relating to the shares of WesBanco common stock to be issued in the merger on the date the merger closes;

the absence of a pending or threatened stop order or proceedings seeking a stop order suspending the effectiveness of the registration statement;

the receipt of all material governmental or other consents, approvals, and permissions;

- that the merger will not violate any non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction;

- the receipt, on or before the date the merger closes, of an opinion from each party s tax counsel to the effect that for federal income tax purposes the merger will be treated as a tax-free reorganization within the meaning of Section 368(a) of the Code, and regarding certain other tax matters;

- the accuracy in all material respects of the representations and warranties of the parties and the performance by the parties in all material respects of all of their obligations set forth in the merger agreement, and written certification to that effect from an appropriate officer; and

- the shares of WesBanco common stock to be issued in the merger will have been approved for listing on the Nasdaq Global Select Market.

In addition to the conditions discussed above, WesBanco s obligation to consummate the merger is conditioned upon (i) the receipt of all consents and approvals required to be obtained by WesBanco and (ii) the aggregate amount of certain specified YCB loans must be less than the amount agreed upon by WesBanco and YCB in the merger agreement.

Termination of the Merger Agreement

The merger agreement may be terminated at any time prior to the closing of the merger:

- by mutual written consent of YCB and WesBanco;
- by either WesBanco or YCB if the other party has breached any of its representations or warranties in a manner that would have a material adverse effect or if the other party has materially failed to comply with any of its covenants or agreements under the merger agreement and which breach or non-compliance is not cured within thirty calendar days of notice thereof;
- by either WesBanco or YCB if the merger has not closed by March 31, 2017, and such failure to close is not caused by a breach of the merger agreement by the terminating party;
- by either WesBanco or YCB if the YCB shareholders do not approve the merger agreement;
- by either WesBanco or YCB if the governmental approvals required to consummate the merger are denied by a final non-appealable action; or

WesBanco may terminate the merger agreement:

- if YCB s board of directors:

(A) modifies, qualifies, withholds or withdraws its recommendation to YCB shareholders that they should approve the merger agreement, or makes any statement, filing or release, in connection with the special meeting of YCB shareholders or otherwise, which is inconsistent with the recommendation of YCB s board of directors that YCB shareholders approve the merger agreement,

(B) breaches its obligations to call, give notice of and commence the special meeting of YCB shareholders,

(C) approves or recommends an Acquisition Proposal (as defined below on page 71),

(D) fails to publicly recommend against a publicly announced Acquisition Proposal within ten business days of being requested to do so by WesBanco,

(E)

- fails to publicly reconfirm its recommendation to the YCB shareholders that they approve the merger agreement within ten business days of being requested to do so by WesBanco, or resolves or otherwise determines to take, or announces an intention to take, any of the actions listed in the preceding paragraphs; or

- if there will have been a material breach of YCB s covenant not to solicit competing offers.

In addition, YCB may terminate the merger agreement:

- in order to enter into an agreement with respect to an unsolicited proposal that if consummated would be reasonably likely to result in a transaction more favorable to YCB s shareholders from a financial point of view, provided that certain other terms and conditions contained in the merger agreement are also complied with, and YCB pays the termination fee described below; or

- if there is a substantial decline in WesBanco s stock price that is not generally experienced by comparable banks, as described in detail below.

The operation of the conditions permitting YCB to terminate the merger agreement based on a decrease in the market price of the WesBanco common stock reflects the parties agreement that YCB shareholders will assume:

- the risk of a decline in value of the WesBanco common stock to $25.57 per share under any circumstances, and

the risk of a more significant decline in value of WesBanco common stock unless the percentage decline from $31.96 to the average value of WesBanco common stock during the ten consecutive trading day period ending on the Determination Date is more than 20% greater than the percentage decrease, if any, in the closing value of the Nasdaq Bank Index from April 27, 2016 to the Determination Date.

The purpose of this provision is that a decline in the value of WesBanco s common stock which is comparable to the decline in the value of an index of comparable publicly-traded stocks is indicative of a broad-based change in market and economic conditions affecting the financial services industry generally rather than factors which affect the value of the WesBanco common stock in particular.

Specifically, YCB may terminate the merger agreement during the five-day period (Election Period) beginning on the fifth trading day immediately preceding the closing date of the merger (the Determination Date) if all of the following occur:

(i) the average daily closing price of a share of WesBanco common stock during the ten consecutive trading days ending on the Determination Date (the WesBanco Ending Price) is less than $25.57; and

(ii) the quotient obtained by dividing the WesBanco Ending Price by $31.96 (the WesBanco Starting Price) is less than the difference obtained by subtracting 0.20 from the quotient obtained by dividing the closing value of the Nasdaq Bank Index on the Determination Date by 2,843.04, which was the closing value of the Nasdaq Bank Index on April 27, 2016 (the Index Ratio); and

(iii) YCB notifies WesBanco in writing of YCB s intention to terminate the merger agreement during the Election Period.

Even if the first two conditions described above are met, the YCB board of directors may elect not to terminate the merger agreement. Any decision to terminate the merger agreement will be made by the YCB board of directors in light of all of the circumstances existing at the time. Prior to making any decision to terminate the merger agreement, the YCB board of directors would consult with its financial and other advisors and would consider all financial and other information it deemed relevant to its decision, including whether the then current consideration to be received in the merger would deliver more value to YCB shareholders than the value that could be expected if YCB were to continue as an independent company. In addition, the YCB board of directors would consider whether, in light of market and other industry conditions at the time of such decision, the exchange ratio continued to be fair from a financial point of view to YCB s shareholders. If YCB elected not to terminate the merger agreement, which it could do without any action on the part of YCB shareholders, the exchange ratio of WesBanco common stock would remain 0.964.

The operation and effect of the provisions of the merger agreement dealing with a decline in the market price of WesBanco s common stock may be illustrated by the following three scenarios:

(1) One scenario is that the WesBanco Ending Price is above $25.57. In this event, YCB would not have the right to terminate the merger agreement pursuant to these provisions.

(2) A second scenario is that the WesBanco Ending Price is less than $25.57, but the percentage decline in the price of the WesBanco common stock from the initial measurement price of $31.96 is not more than 20% greater than the percentage decline in the closing value of the Nasdaq Bank Index. Under this scenario, YCB would not have the right

to terminate the merger agreement.

(3) A third scenario is that the WesBanco Ending Price is less than $25.57 and the percentage decline in the price of WesBanco common stock from the initial measurement price is more than 20% greater than the decline in the closing value of the Nasdaq Bank Index. Under this scenario, YCB would have the right, but not the obligation, to terminate the merger agreement.

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If, between April 27, 2016 and the Determination Date, WesBanco declares or effects a stock dividend, reclassification, recapitalization, split-up, combination, exchange of shares or similar transaction, the prices for the common stock of WesBanco will be appropriately adjusted for purposes of the termination provision discussed above.

If either YCB or WesBanco terminates the merger agreement as provided above, all further obligations of YCB and WesBanco under the merger agreement, except with respect to specified matters, will terminate.

Expenses

Whether or not the merger is completed, each party will pay all legal and accounting fees and other costs and expenses it incurs in connection with the merger agreement and the transactions contemplated by the merger agreement. WesBanco will pay all governmental and regulatory authority fees incurred in connection with the transactions contemplated by the merger agreement.

Termination Fee

The merger agreement provides that YCB may be required to pay a termination fee to WesBanco of $7,525,000 in the following circumstances:

If WesBanco terminates the merger agreement because YCB s board of directors:

- has modified, qualified, withheld or withdrawn its recommendation to the YCB shareholders that they vote to approve the merger, or made any statement, filing or release, in connection with the special meeting of YCB shareholders or otherwise, that was inconsistent with such a recommendation,
- breached its obligations to call, give notice of and commence the special meeting of YCB shareholders,
- approved or recommended an Acquisition Proposal,
- failed to publicly recommend against a publicly announced Acquisition Proposal within ten business days of being requested to do so by WesBanco, failed to publicly reconfirm its recommendation to the YCB shareholders that they vote to approve the merger within ten business days of being requested to do so by WesBanco, or
- resolved or otherwise determined to take, or announced an intention to take, any of the actions listed in the preceding paragraphs;

If WesBanco terminates the merger agreement because YCB has materially breached its agreement to recommend approval of the merger agreement by YCB shareholders;

If YCB terminated the merger agreement in order to enter into an agreement with a third party with respect to a superior proposal (as defined in the merger agreement);

If (A) the merger agreement is terminated by either party because the merger has not been completed by March 31, 2017 or because the YCB shareholders failed to approve the merger agreement at the special meeting of YCB s shareholders, (B) an Acquisition Proposal with respect to YCB was publicly announced, disclosed or communicated to YCB s board of directors prior to March 31, 2017 and the special meeting of YCB shareholders, and (C) within 12 months of such termination, YCB consummates an Acquisition Transaction or enters into any definitive agreement with respect to an Acquisition Transaction; or

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If (A) prior to the effective date of the merger YCB had committed a material breach of any of its representations, warranties, covenants or agreements, (B) an Acquisition Proposal with respect to YCB was publicly announced, disclosed or communicated to YCB s board of directors prior to such breach by YCB or during the 30-day cure period resulting in termination of the merger agreement by WesBanco, and (C) within 12 months of such termination, YCB consummates an Acquisition Transaction or enters into any definitive agreement with respect to an Acquisition Transaction.

As defined in the merger agreement, Acquisition Proposal means any inquiry, offer or proposal (other than an inquiry offer or proposal from WesBanco), whether or not in writing, contemplating, relating to, or that could reasonably be expected to lead to, an Acquisition Transaction. An Acquisition Transaction means:

any transaction or series of transactions involving any merger, consolidation, recapitalization, share exchange, liquidation, dissolution or similar transaction involving YCB or any of its subsidiaries;

any transaction pursuant to which any third party or group acquires or would acquire (whether through sale, lease or other disposition), directly or indirectly, any assets of YCB or any of its subsidiaries representing, in the aggregate, 20% or more of the assets of YCB and its subsidiaries on a consolidated basis;

any issuance, sale or other disposition of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase or securities convertible into, such securities) representing 20% or more of the votes attached to the outstanding securities of YCB or any of its subsidiaries;

any tender offer or exchange offer that, if consummated, would result in any third party or group beneficially owning 20% or more of any class of equity securities of YCB or any of its subsidiaries; or

any transaction that is similar in form, substance or purpose to one or more of the transactions listed in the preceding paragraphs.

Amendment or Waiver

The provisions of the merger agreement may be waived at any time by the party that is entitled to the benefit of those provisions, which requires action be taken by the board of directors of that party. Any of the terms of the merger agreement may be amended or modified in writing before the special meeting of the YCB shareholders. The merger agreement may be amended after the special meeting and prior to the closing of the merger only to the extent permitted by applicable laws and to the extent the amendment does not alter or change the amount or kind of the merger consideration to be received by YCB shareholders in the merger.

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OTHER MATERIAL AGREEMENTS RELATING TO THE MERGER

Voting Agreements

The following summary of the voting agreements is qualified by reference to the complete text of the form of voting agreement, which is Exhibit A to the merger agreement, which is attached to this document as *Annex A* and incorporated into this document by reference.

In connection with the merger agreement, WesBanco entered into voting agreements with YCB s directors and executive officers, who are George M. Ballard, R. Wayne Estopinal, James E. Geisler, Phillip J. Keller, Gerald T. Koetter, Gary L. Libs, James D. Rickard, Kerry M. Stemler, Steven R. Stemler, Michael K. Bauer, Scott P. Carr, Paul A. Chrisco, J. Robert McIlvoy, Kevin J. Cecil, Bill D. Wright, Maury Young and Lisa B. Morley. In the voting agreements, each of these shareholders has agreed to vote all of his or her shares of YCB common stock:

- in favor of approval of the merger agreement and the transactions described in the merger agreement, including the merger;
- against any action or agreement that could reasonably be expected to result in a breach of any covenant, representation or warranty, or any other obligation or agreement of YCB contained in the merger agreement, or of the shareholder contained in the voting agreement, or that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect, inhibit or preclude the timely consummation of the merger or the fulfillment of a condition under the merger agreement to YCB s and WesBanco s respective obligations to consummate the merger or change in any manner the voting rights of any class of shares of YCB; and
- against any Acquisition Proposal, or any agreement or transaction that is intended, or could reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the consummation of the merger or any of the other transactions described in the merger agreement.

Under the voting agreements, each of YCB s executive officers and directors also agreed not to, and not to permit any of his or her affiliates, to:

- initiate, solicit, induce or knowingly encourage, or take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal;
- participate in any discussions or negotiations regarding an Acquisition Proposal;
- enter into any agreement with respect to an Acquisition Proposal;
- solicit proxies or become a participant in a solicitation with respect to an Acquisition Proposal or otherwise encourage or assist any party in taking or planning any action that would compete with, restrain or otherwise

- serve to interfere with or inhibit the timely consummation of the merger in accordance with the terms of the merger agreement;

- initiate a shareholders vote or action by consent of YCB shareholders with respect to an Acquisition Proposal; or

- except by reason of the voting agreement, become a member of a group with respect to any YCB voting securities that takes any action in support of an Acquisition Proposal.

In addition, each of YCB s executive officers and directors also agreed not to dispose of or encumber his or her shares of YCB common stock, except under limited circumstances, before YCB s shareholders approve the merger agreement. The voting agreements terminate immediately upon the earlier of the effective time of the merger or the termination of the merger agreement in accordance with its terms.

As of the record date, there were 615,986 shares of YCB common stock subject to the voting agreements, which represent approximately 11.2% of the outstanding shares of YCB common stock as of that date.

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INFORMATION ABOUT WESBANCO

WesBanco is a bank holding company headquartered in Wheeling, West Virginia. WesBanco provides a full range of financial services including retail banking, corporate banking, personal and corporate trust services, brokerage services, mortgage banking and insurance. WesBanco offers these services through two reportable segments, community banking and trust and investment services. As of March 31, 2016, WesBanco had approximately $8.6 billion in consolidated total assets, $6.1 billion in deposits, $5.1 billion of loans and $1.1 billion of shareholders equity. As of March 31, 2016, WesBanco operated through 141 financial centers in West Virginia, Ohio and Pennsylvania. WesBanco s main office is located at One Bank Plaza, Wheeling, West Virginia, 26003 and its telephone number is (304) 234-9000.

WesBanco s community banking segment offers services traditionally offered by full-service commercial banks, including commercial demand, individual demand and time deposit accounts, as well as commercial, mortgage and individual installment loans, and certain non-traditional offerings, such as insurance and securities brokerage services. The trust and investment services segment offers trust services as well as various alternative investment products including mutual funds. The market value of assets managed or held in custody by the trust and investment services segment was approximately $3 billion at March 31, 2016. These assets are held by WesBanco in fiduciary or agency capacities for their customers.

WesBanco offers additional services through its non-banking subsidiaries, Wesbanco Insurance Services, Inc., a multi-line insurance agency specializing in property, casualty and life insurance, and benefit plan sales and administration for personal and commercial clients; and WesBanco Securities, Inc., a full service broker-dealer, which also offers discount brokerage services. Wesbanco Asset Management, Inc., which was incorporated in 2002, holds certain investment securities in a Delaware-based subsidiary. Wesbanco Properties, Inc. holds certain commercial real estate properties. The commercial property is leased to WesBanco Bank and to non-related third parties. WesBanco Bank s Investment Department also serves as investment adviser to a family of mutual funds, namely the WesMark Funds . The fund family is composed of the WesMark Growth Fund, the WesMark Balanced Fund, the WesMark Small Company Growth Fund, the WesMark Government Bond Fund, and the WesMark West Virginia Municipal Bond Fund.

No material portion of the deposits of WesBanco Bank has been obtained from a single or small group of customers, and the loss of any customer s deposits or a small group of customers deposits would not have a material adverse effect on the business of WesBanco.

As part of its operations, WesBanco regularly evaluates the potential acquisition of, and holds discussions with, various financial institutions and other businesses of a type eligible for financial holding company investment. In addition, WesBanco regularly analyzes the values of, and submits bids for, the acquisition of customer-based funds and other liabilities and assets of such financial institutions and other businesses. As a general rule, WesBanco publicly announces such material acquisitions when a definitive agreement has been reached.

For further information about WesBanco, please see Where You Can Find More Information About WesBanco and YCB.

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INFORMATION ABOUT YCB

YCB was incorporated in December 1994 in the State of Indiana and is a bank holding company headquartered in New Albany, Indiana. YCB s wholly owned banking subsidiary is Your Community Bank. Additionally, YCB wholly owns a captive insurance company, CBIN Insurance, Inc., which issues policies to Your Community Bank and affiliated entities.

Your Community Bank was incorporated in the State of Indiana in December 1996. Your Community Bank is headquartered in New Albany, Indiana and is primarily engaged in the business of accepting demand, savings and time deposits and providing consumer and commercial loans to the general public in Southern Indiana and Kentucky. Your Community Bank is state chartered and is regulated by the Indiana Department of Financial Institutions, by the FDIC, and the Kentucky Department of Financial Institutions (with respect to its Kentucky branches). Your Community Bank has three wholly owned subsidiaries to manage its investment portfolio.

YCB s offices are located at 101 West Spring Street, New Albany, Indiana 47150 and its phone number is (812) 944-2224.

As of March 31, 2016, YCB had approximately $1.6 billion in consolidated total assets, $1.2 billion of total deposits, $1.0 billion million in total loans and $133 million of stockholders equity.

For further information about YCB, please see Where You Can Find More Information About WesBanco and YCB.

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COMPARATIVE RIGHTS OF SHAREHOLDERS

After the merger, you will become a shareholder of WesBanco and your rights will be governed by WesBanco s articles of incorporation, WesBanco s bylaws and the West Virginia Business Corporations Act, which we refer to as WVBCA. The following summary discusses differences between WesBanco s articles of incorporation and bylaws and YCB s articles of incorporation and bylaws and the differences between the Indiana Business Corporation Law, which we refer to as IBCL, and the WVBCA. For information as to how to get the full text of each party s respective articles of incorporation or bylaws, see Where You Can Find More Information About WesBanco and YCB beginning on page 87.

We do not intend for the following summary to be a complete statement of the differences affecting the rights of YCB s shareholders who become WesBanco shareholders, but rather as a summary of the more significant differences and certain important similarities between the rights of the shareholders of YCB and WesBanco. We qualify the following summary in its entirety by reference to the articles of incorporation and bylaws of WesBanco, YCB s articles of incorporation and bylaws and applicable laws and regulations. We urge you to read WesBanco s articles of incorporation and bylaws, YCB s articles of incorporation and bylaws, and the relevant provisions of the WVBCA, the IBCL and federal law governing bank holding companies in their entirety.

WesBanco	**YCB**
Capital Stock	
Authorized Shares. WesBanco is authorized to issue 100,000,000 shares of WesBanco common stock, $2.0833 par value per share, and 1,000,000 shares of preferred stock, without par value. There were 38,362,534 shares of WesBanco common stock issued and outstanding as of March 31, 2016 and 183,508 shares were held in treasury.	*Authorized Shares*. YCB is authorized to issue 15,000,000 shares, comprised of 10,000,000 shares of common stock, $0.10 par value per share, and 5,000,000 shares of preferred stock, no par value. There were 5,453,271 shares of YCB common stock issued and outstanding as of March 31, 2016 and 322,966 shares were held in treasury.
Preferred Stock. There were no shares of preferred stock issued and outstanding as of March 31, 2016.	*Preferred Stock*. There were no shares of YCB s preferred stock issued and outstanding as of March 31, 2016.
The WesBanco common stock is traded on the NASDAQ Global Select Market.	The YCB common stock is traded on the NASDAQ Capital Market
Voting Rights	
Common Stock. Pursuant to WesBanco s articles of incorporation, holders of WesBanco common stock are generally entitled to one vote for each share of common stock.	*Common Stock*. Each holder of YCB s common stock generally has the right to cast one vote for each share of YCB common stock held of record on all matters submitted to a vote of shareholders.

Preferred Stock. WesBanco s board of directors is authorized to determine the voting rights of preferred stock.

Preferred Stock. YCB s board of directors is authorized to determine the voting rights of preferred stock.

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Dissenters Rights

Under the WVBCA, shareholders are entitled to appraisal rights with respect to corporate actions involving certain mergers, share exchanges, asset dispositions, and certain article amendments that reduce the shares of a shareholder to a fraction of a share where the corporation has an obligation to repurchase the share fraction.

No appraisal rights exist in the case of a merger, however, if (i) the stock of the acquiring corporation is listed on a national securities exchange or designated as a national market system security by the NASD, or (ii) the stock has at least 2,000 shareholders and the outstanding shares of a class or series has a market value of at least $20 million, exclusive of the value of the shares held by subsidiaries, senior executives, directors, and beneficial shareholders owning more than 10% of the shares.

The IBCL generally provides shareholders of an Indiana corporation that is involved in certain mergers, share exchanges or sales or exchanges of all or substantially all of its property the right to dissent from that action and obtain payment of the fair value of their shares. However, dissenters rights are not available to holders of shares considered a covered security under the Securities Act of 1933, which include those shares listed on a national securities exchange, such as the New York Stock Exchange, or traded on the Nasdaq National Market or a similar market.

Distributions

WesBanco s board of directors may declare dividends upon the shares of WesBanco at any regular or special meeting of the board of directors. Dividends may be paid in cash, property, or shares of WesBanco s capital stock.

The WVBCA allows a corporation to make distributions to its shareholders so long as the corporation would be able to pay its debts as they become due in the usual course of business or the corporation s total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the corporation were to be dissolved at the time of distribution, to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution.

The IBCL allows a corporation to make distributions to its shareholders so long as the corporation would be able to pay its debts as they become due in the usual course of business or the corporation s total assets would not be less than the sum of its total liabilities plus the amount that would be needed, if the corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution to shareholders whose preferential rights are superior to those receiving the distribution.

YCB s board of directors may declare dividends on shares of common stock and preferred stock, if applicable, out of funds legally available therefor. The payment of dividends on common stock is subject to certain limitations imposed by law. Under Federal Reserve policy, a bank holding company such as YCB generally should not declare a cash dividend unless the available net income of the bank holding company is sufficient to fully fund the dividend. Further, the prospective rate of earnings retention should appear to be consistent with its capital needs, asset quality and overall financial condition. In addition, YCB may not pay dividends that would render it insolvent.

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Notice and Adjournment of Meetings

WesBanco s bylaws provide that written notice must be served, either personally, by mail, or by electronic transmission, upon each shareholder of record entitled to vote at such meeting, not less than five days prior to the meeting. WesBanco s bylaws provide that shareholders may adjourn a meeting at which a quorum is not present without notice other than announcement at the meeting.	YCB s bylaws provide that written notice must be served, either personally or by mail, at least 10 and not more than 60 days prior to the meeting, on any stockholder entitled to vote at such meeting. YCB s bylaws provide that notice of an adjourned meeting, other than announcement at the meeting, is not necessary unless a new record date is fixed therefore.

Call of Special Meeting of Shareholders

WesBanco s bylaws provide that special meetings of the shareholders may be called by the board of directors, the President, or any number of shareholders owning in the aggregate at least 10% of the number of shares outstanding.	A special meeting of shareholders may be called by (a) the chairman of the board, (b) the chief executive officer or (c) the board of directors pursuant to a resolution approved by the affirmative vote of a majority of the whole board of directors and a majority of the continuing directors then in office. A special meeting may also be called by the secretary at the request of twenty-five percent of shareholders entitled to vote for the election of directors.

Director Number and Term

WesBanco s bylaws provide it has a classified board of directors, which is divided into three classes as nearly equal as possible, with each director having a staggered, three-year term. The board of directors will consist of not less than 15 nor more than 35 members, with the number to be set by the board of directors at the annual meeting. The board of directors has the power to vary this number at any meeting. Currently, the WesBanco board of directors has 16 members.	Authority to direct the management of YCB s business and affairs is vested in its board of directors. YCB s articles of incorporation provide for a board of directors consisting of not fewer than 5 nor more than 15 members, the exact number of directors to be determined from time to time by a majority of the entire board of directors. YCB s board currently consists of 9 members.
	YCB s board of directors is divided into three classes. Each class of directors serves a three-year term, with one class of directors elected at each annual meeting of shareholders.
	The purpose of dividing the board of directors into classes is to facilitate continuity and stability of leadership by ensuring that experienced personnel familiar with YCB will be represented on the board of directors at all times. However, the effect of having a classified board of directors is that only approximately one-third of the members of the board of directors in

question are elected each year. As a result, two annual meetings are required to change a majority of the members of the YCB board of directors. By potentially delaying the time within which an acquirer could obtain control of the YCB board of directors, such provisions may discourage some potential mergers, tender offers and takeover attempts.

Nomination of Directors

WesBanco s bylaws provide that nominations of candidates for election as directors at any meeting of shareholders may be made only (a) by or at the direction of the board of directors, or (b) by any shareholder entitled to vote for the election of directors who complies with the procedures in the bylaws. A nomination by a shareholder must be made pursuant to a notice to the secretary of WesBanco no later than (i) with respect to an election to be held at an annual meeting, 90 days prior to the anniversary of the previous year s annual meeting of shareholders, or (ii) with respect to an election to be held at a special meeting of shareholders, the close of business on the tenth day following the date on which notice of such meeting is first given to the shareholders. The notice must state (a) as to the nominee: (i) the name, age, address (business and residence), and principal occupation or employment and any directorships of such person; (ii) a description of any involvement in legal proceedings; (iii) the number of shares such person beneficially owns and any other ownership interest in the shares of WesBanco; and (iv) any other information that would be required to be disclosed in a definitive proxy statement; and (b) as to the shareholder: (i) the name and address of the shareholder; (ii) the class and number of shares beneficially owned by the shareholder and any other ownership interest in the shares of WesBanco; (iii) any relationship between the shareholder and the proposed nominee; (iv) a representation that the person sending the notice is a shareholder of record on the record date and will remain such through the meeting date; and (v) a representation that the shareholder intends to appear in person or by proxy at such meeting to move the nomination. Moreover, WesBanco may require additional information to determine the qualifications of the nominee.

YCB s bylaws provide for YCB s board of directors to nominate candidates for election as directors at any annual meeting of stockholders.

Removal of Directors; Filling of Vacancies on the Board of Directors

Under the WVBCA, the shareholders may remove one or more directors with or without cause, but only at a meeting called for the purpose of removing the director(s) and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director(s). The director(s) may be removed by the shareholders only by the affirmative vote of a majority of all of the votes entitled to be cast. However, a director may not be removed if the number of votes sufficient to elect the director under cumulative

YCB s articles of incorporation provide that vacancies in the YCB board of directors will be filled by vote of a majority vote of the whole board of directors then in office, whether or not a quorum. Any director so chosen will hold office for a term expiring at the annual meeting of shareholders at which the term of the class to which the director has been chosen expires and when the director s successor is elected and qualified.

voting is voted against his or her removal. WesBanco s bylaws provide that the shareholders may remove any elected director for cause and fill the vacancy created. Any vacancy not caused by a shareholder removal may be filled by the remaining board members.

Voting for Directors

Under the WVBCA and WesBanco s articles of incorporation, WesBanco shareholders are entitled to cumulative voting in the election of directors.

YCB has plurality voting for its directors, and shareholders are not permitted to cumulate their votes. Under plurality voting, each shareholder is entitled to cast one vote for or against each director nominee or abstain from voting with respect to one or more director nominees. If there are more director nominees than director positions to be filled, then the director nominees with the most votes (which may or may not be a majority of all of the votes that may be cast) are elected as directors until the director positions are filled.

Indemnification of Officers and Directors

Under the WVBCA, a corporation is generally permitted to indemnify a director if the director conducted himself or herself in good faith, he or she reasonably believed the conduct to be in the best interests of the corporation (or, in all other cases, at least not opposed to the best interests of the corporation), and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. In addition, the WVBCA permits a corporation to include broader indemnification in its articles of incorporation so long as the provision does not limit the liability for (i) receipt of a financial benefit to which he or she is not entitled, (ii) an intentional infliction of harm on the corporation or its shareholders, (iii) certain unlawful distributions, or (iv) an intentional violation of criminal law. The articles of incorporation may also contain a provision (the elimination provision) eliminating or limiting the personal liability of a director to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director so long as the provision does not eliminate or limit the liability of a director for (i) any breach of the director s duty of loyalty to the corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct of a knowing violation of law, (iii) certain unlawful distributions, or (iv) any transaction from which the director derived an improper personal benefit. The elimination provision may not apply

Under the IBCL, an Indiana corporation may indemnify an individual made a party to a proceeding because the individual is or was a director or officer against liability incurred in the proceeding if (i) the individual s conduct was in good faith, (ii) the individual reasonably believed, in the case of conduct in the individual s official capacity with the corporation, that the individual s conduct was in the best interests of the corporation, and in all other cases, that the individual s conduct was at least not opposed to the corporation s best interests, and (iii) in the case of any criminal proceeding, the individual either had reasonable cause to believe that the individual s conduct was lawful, or the individual had no reasonable cause to believe that the individual s conduct was unlawful.

Additionally, YCB must indemnify, against reasonable expenses incurred by a director or officer who was wholly successful, on the merits or otherwise, in defending any proceeding to which he or she was a party because he or she is or was a director or officer of the corporation. YCB may pay the expenses incurred by a director or officer in defending a proceeding in advance of the final disposition of the proceeding if

to conduct occurring prior to the provision s adoption. The WVBCA requires a corporation to indemnify a director, who was wholly successful, on the merits or otherwise,

three conditions are met:

(1) the director furnishes the corporation a written affirmation of the director s good faith belief that he or she has met the standard of conduct as set forth above;

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in the defense of any proceeding to which he or she was a party because he or she was a director of the corporation, against reasonable expenses incurred by him or her in connection with the proceeding.

The WVBCA permits a corporation to advance funds to pay for or reimburse the reasonable expenses incurred by a director, prior to the final disposition of a proceeding, who is a party to a proceeding because he or she is a director, if he or she delivers to the corporation:

a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in the first sentence of the preceding paragraph or that the proceeding involves conduct for which liability has been eliminated under the elimination provision; and

a written undertaking to repay any funds advanced if he or she is not entitled to mandatory indemnification and it is ultimately determined that he or she has not met the relevant standard of conduct.

The WVBCA provides that a corporation may indemnify its officers to the same extent as a director and, if the officer is not a director or if the officer is a party to the proceeding solely in his capacity as an officer, to a further extent as may be provided in the articles of incorporation, the bylaws, a resolution of the board of directors, or a contract, except that such additional indemnification may not be provided for liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding or liability arising out of conduct that constitutes (i) receipt by him or her of a financial benefit to which he or she is not entitled, (ii) an intentional infliction of harm on the corporation or the shareholders, or (iii) an intentional violation of criminal law. The WVBCA mandates indemnification of officers that are not directors to the same extent as directors.

(2) the director furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the corporation against such expenses; and

(3) a determination is made that the facts then known to those making the determination would not preclude indemnification. A director or officer may apply for court-ordered indemnification under certain circumstances.

Notwithstanding the foregoing, YCB may agree by contract, resolution of the board or shareholders or otherwise to indemnify any officer or director and hold him harmless against any judgments, penalties, fines, settlements and reasonable expenses actually incurred or reasonably anticipated in connection with any proceeding in which any officer or director is a party, provided that the officer or director was made a party to such proceeding by reason of the fact that he is or was an officer or director of the corporation or by reason of any inaction, nondisclosure, action or statement made, taken or omitted by or on behalf of the officer or director with respect to the corporation or by or on behalf of the officer or director in his capacity as an officer or director.

The IBCL permits YCB to purchase insurance on behalf of its directors, officers, employees and agents against liabilities arising out of their positions with YCB , whether or not such liabilities would be within the above indemnification provisions. Pursuant to this authority, YCB maintains such insurance for the directors, officers and employees of YCB and any subsidiary of YCB .

WesBanco s bylaws provide that WesBanco will indemnify each of its directors and officers, whether or not then in office, against all liability incurred in connection with any suit to which he is a party by reason of having been an officer or director of WesBanco or another company which he served at the request of WesBanco to the maximum extent permitted under the WVBCA WesBanco bylaws provide that a director or officer cannot receive a prohibited indemnification

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payment, which is defined as any payment or agreement to make a payment or reimburse such director or officer for any liability or legal expenses in any administrative proceeding brought by the appropriate federal banking agency that results in a final order or settlement in which the director or officer is assessed a civil monetary penalty, is removed or prohibited from conducting the business of banking, or is required to cease an action or take any affirmative action, including making restitution, with respect to WesBanco Bank, Inc. or WesBanco. Finally, WesBanco s bylaws provide that a reasonable indemnification payment will be made only if all of the following conditions are met: (i) the board of directors investigates and determines in writing that the director or officer acted in good faith and in the best interest of WesBanco Bank, Inc. or WesBanco; (ii) the board of directors investigates and determines that the payment will not materially adversely affect the safety and soundness of WesBanco Bank, Inc. or WesBanco; (iii) the payment does not fall within the definition of a prohibited indemnification payment; and (iv) the director or officer agrees in writing to reimburse WesBanco, to the extent not covered by permissible insurance, for advanced indemnification payments that subsequently become prohibited indemnification payments.

WesBanco s bylaws provide that WesBanco may purchase commercial insurance to cover certain costs that WesBanco incurs under the indemnification provisions. Costs that may be covered include legal expenses and restitution that an individual may be ordered to make to WesBanco. Such insurance may not pay or reimburse a director or officer for any final judgment or civil money penalty assessed against such individual. Partial indemnification for legal expenses is permitted in connection with a settlement when there is a formal and final finding that the director or officer has not breached a fiduciary duty, engaged in unsafe or unsound practices, and is not subject to a final prohibition order.

Amendment of Articles of Incorporation

Pursuant to the WVBCA, the WesBanco articles of incorporation and bylaws may generally be amended by the affirmative vote of a majority of all votes of shareholders entitled to be cast on the matter amendment and a majority of the outstanding stock of each class entitled to vote on the

In general, YCB s articles of incorporation may be amended only pursuant to a resolution adopted by the affirmative vote of a majority of the directors then in office which is thereafter approved by the holders of a majority of the shares of YCB entitled to vote generally

amendment, unless a greater number is specified in the articles of	in an election of directors.

incorporation. The WesBanco articles of incorporation provide that the affirmative vote of the holders of not less than 75% of the outstanding shares of the voting stock is required to amend, alter, change, or repeal the article section dealing with the classes of directors.

The following provisions of YCB s Articles may only be altered, amended or repealed by the affirmative vote of the holders of not less than two-thirds (2/3) of the outstanding shares of YCB common stock:

Article VI No Preemptive Rights,

Article VII Board of Directors,

Article VIII Certain Business Combinations and Acquisitions of Stock, and

Article IX Amendment of Article of

Incorporation; Adoption of Bylaws.

Additionally, the provisions of the articles of incorporation dealing with business combinations and acquisitions of stock may only be amended, adopted, altered, changed or repealed upon the affirmative vote of (a) the holders of 80% or more of the holders of shares of common stock, and (b) by a majority of the holders of common stock which are not owned or controlled by a related person or person who controls, is controlled by or is under common control of YCB; provided that such vote will not apply to any amendment, change or repeal of a provision recommended to shareholders by the favorable vote of not less than two-thirds of the board of directors (and a majority of any continuing directors)

Amendment of Bylaws

WesBanco s bylaws require the affirmative vote of the holders of not less than 75% of the outstanding shares of the capital stock to amend or repeal the bylaw provisions

The YCB board of directors has the exclusive power to adopt, alter or appeal any provision of its bylaws and to make new bylaws upon the affirmative vote of a

dealing with the composition of the board of directors. The other bylaw provisions may be amended, altered, or repealed (i) at any duly called and constituted shareholders meeting on the affirmative vote of the majority of the stock represented at such meeting, or (ii) at any meeting of the board of directors upon the affirmative vote of the majority of the whole of the board, provided that each member of the board of directors is served with written notice of the proposed amendment at least two days in advance of such meeting.

majority of the directors then in office.

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Provisions Affecting Business Combinations

Pursuant to the WVBCA, no contract or transaction between a corporation and one or more of its directors or officers, or between a corporation and any other corporation in which one or more of its directors or officers are directors or officers, or have a financial interest, is void or voidable solely for this reason or solely because the director or officer participates is present or participates in a board meeting which authorizes the contract or transaction or solely because any director s or officer s votes are counted for the purpose if (i) the material facts as to the director s or officer s relationship or interest and as to the contract or transaction are disclosed to either (a) the board of directors or (b) the members entitled to vote on such contract or transaction and the contract is specifically approved in good faith by vote of the board or such members entitled to vote or (ii) the contract or transaction is fair to the corporation at the time it is authorized by the board of directors or the members. The WVBCA provides that interested directors may be counted in determining the presence of a quorum at the meeting which authorizes the contract or transaction.

Neither WesBanco s articles of incorporation nor bylaws contain any provisions addressing interested shareholder transactions.

In general, in order for a merger or share exchange to be approved, the affirmative vote of a majority of YCB s shares of common stock is required. However, if the transaction involves a related person other approval requirements are necessary.

YCB s articles of incorporation require that certain business combinations be approved by the holders of 80% or more of the shares of common stock, and by a majority of the holders of common stock which are not owned or controlled by a related person or person who controls, is controlled by or is under common control of YCB . A business combination may include:

a merger or consolidation with a related person;

the sale, lease, exchange, transfer or other disposition of all or a substantial part of YCB s assets to a related person;

the issuance of securities to a related person;

a reclassification of securities or recapitalization that would increase the voting power of a related person; or

the purchase, exchange, lease or other acquisition by YCB of all or a substantial part of the assets of a related person.

A related person is one who: (1) owns 10% or more of YCB s common stock, (2) controls, is controlled by, or is under common control of YCB and, at any time within the two-year period immediately prior to the

announcement of a business combination, controlled 10% or more of YCB s common stock, or (3) is an assignee of or has otherwise succeeded to any shares of common stock which were at any time immediately prior to the announcement of a business combination controlled by a related person.

However, a vote of 80% is not required for the approval of a business combination if such transaction is approved by, at a time prior to the acquisition of 10% or more of the common stock by a related person, two-thirds of the whole board of directors of YCB or by, after the acquisition of said 10%, two-thirds of the whole board of directors and a

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majority of YCB s continuing directors . Continuing directors means:

all current directors of YCB ;

an individual who is unaffiliated with a related person and who was a member of the board of directors prior to the time that a related person acquired 10% or more of

the common stock; or

an individual who is unaffiliated with a related person and who was designated before his or her election as a continuing director by a majority of then continuing directors.

The requirement of a supermajority vote of shareholders to approve certain business combinations may discourage a change in control of YCB by allowing a minority of YCB s shareholders to prevent a transaction favored by the majority of the shareholders. The primary purpose of the supermajority vote requirement is to encourage negotiations with YCB by groups or corporations interested in acquiring control of YCB and to reduce the danger of a forced merger or sale of assets.

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PROPOSAL NO. 2

ADVISORY (NON-BINDING) VOTE ON GOLDEN PARACHUTE COMPENSATION

The Golden Parachute Proposal

In accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, YCB s board of directors is providing YCB shareholders with the opportunity to cast an advisory vote on the golden parachute compensation payable to the named executive officers of YCB in connection with the merger at the special meeting through the following resolution:

RESOLVED, that the compensation that may be paid or become payable to the YCB named executive officers in connection with the merger, as disclosed in the table entitled Golden Parachute Compensation that begins on page 55, together with the accompanying footnotes and narrative discussion relating to the named executive officers golden parachute compensation and the agreements or understandings pursuant to which such compensation may be paid or become payable, as set forth in the section of this proxy statement/prospectus titled Proposal No. 1 Approval of the Merger Agreement Summary of Golden Parachute Arrangements is hereby APPROVED.

The vote on this Proposal 2 by YCB shareholders is a vote separate and apart from the vote on Proposal 1 by YCB shareholders to approve the merger agreement. Accordingly, YCB shareholders may vote to approve this Proposal 2 and not to approve Proposal 1, and vice versa. Because the vote is advisory in nature only, it will not be binding on WesBanco, WesBanco Bank, YCB or Your Community Bank whether or not the merger agreement is approved. Accordingly, as the compensation to be paid in connection with the merger is contractual with the executives, regardless of the outcome of this advisory vote, that compensation will be paid, subject only to the satisfaction of the applicable conditions to payment and the merger being completed.

The named executive officers of YCB for which this advisory vote is being taken are James D. Rickard, Paul A. Chrisco, Michael K. Bauer, Scott P. Carr and J. Robert McIlvoy. This vote is not intended to address any specific item of compensation, but rather the overall compensation that may become payable to YCB s named executive officers in connection with the completion of the merger transaction. Such compensation will not be payable if the merger is not completed.

Recommendation of YCB Board of Directors

YCB s board of directors unanimously recommends that YCB shareholders vote **FOR** approval, on an advisory (non-binding) basis, of the golden parachute compensation payable to the named executive officers of YCB in connection with the merger.

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PROPOSAL NO. 3

ADJOURNMENT PROPOSAL

The Adjournment Proposal

If a quorum is present at the YCB special meeting but there are insufficient votes to approve the merger agreement, the merger proposal will fail unless YCB adjourns the YCB special meeting in order to solicit additional proxies from YCB s shareholders. An adjournment under such circumstances will allow YCB extra time to solicit additional proxies. In order to allow shares present in person or by proxy at the YCB special meeting to vote FOR approval of the adjournment of the YCB special meeting, if necessary, YCB is submitting a proposal to adjourn the YCB special meeting to YCB shareholders as a separate matter for consideration. YCB will vote properly submitted proxy cards **FOR** approval of the YCB adjournment proposal, unless otherwise instructed on the proxy. If YCB shareholders approve the YCB adjournment proposal, YCB is not required to give any further notice of the time and place of the adjourned YCB meeting other than an announcement of the time and place to be provided at the YCB special meeting.

If a quorum is not present at the meeting, the meeting will be adjourned to a later time without a vote.

Recommendation of YCB s Board of Directors

YCB s board of directors recommends that YCB shareholders vote **FOR** approval of the adjournment proposal.

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WHERE YOU CAN FIND MORE INFORMATION ABOUT WESBANCO AND YCB

WesBanco and YCB each file annual, quarterly and special reports, proxy statements and other information with the SEC. These filings are available over the Internet from the SEC s web site at www.sec.gov. You may read and copy any reports, statements or other information filed by WesBanco or YCB at the SEC s public reference room at 100 F Street, N.E., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 for further information on the public reference room.

WesBanco maintains an Internet site that contains information about WesBanco and its subsidiaries at www.wesbanco.com. YCB also maintains an Internet site that contains information about YCB and its subsidiaries at http://www.yourcommunitybank.com. The reports and other information filed by WesBanco and YCB with the SEC are available through their respective Internet websites. The Internet website addresses of WesBanco and YCB are provided as inactive textual references only. The information provided on the Internet websites of WesBanco and YCB, other than copies of the documents listed below that have been filed with the SEC, is not part of this proxy statement/prospectus and, therefore, is not incorporated herein by reference.

This proxy statement/prospectus is part of a Registration Statement on Form S-4 that WesBanco has filed with the SEC with respect to the WesBanco common stock to be issued in the merger. This proxy statement/prospectus constitutes a prospectus of WesBanco and a proxy statement of WesBanco and YCB for their respective special meetings. As permitted by the SEC, this proxy statement/prospectus does not contain all of the information contained in the Registration Statement. You may obtain copies of the Registration Statement on Form S-4 and any amendments thereto, in the manner described above.

The SEC allows the incorporation by reference of information into this proxy statement/prospectus, which means that WesBanco and YCB can disclose important information to you by referring you to another document filed separately with the SEC by WesBanco or YCB. The information incorporated by reference is deemed to be part of this proxy statement/prospectus, except for any information that is superseded by information in this proxy statement/prospectus. This proxy statement/prospectus incorporates by reference the documents set forth below that WesBanco and YCB have previously filed with the SEC. These documents contain important information about WesBanco and YCB.

WesBanco. The following documents, which have been filed with the SEC by WesBanco, are hereby incorporated by reference into this proxy statement/prospectus:

- WesBanco s Annual Report on Form 10-K for the fiscal year ended December 31, 2015;
- WesBanco s Quarterly Report on Form 10-Q for the quarter ended March 31, 2016;
- WesBanco s Current Reports on Form 8-K filed on February 18, 2016, April 22, 2016 and May 3, 2016 (in each case, except to the extent furnished but not filed); and
- the description of WesBanco common stock contained in WesBanco s registration statement on Form 8-A filed by WesBanco pursuant to Section 12 of the Exchange Act, including any amendment or report filed for purpose of updating the description, as filed on May 2, 1977.

All documents filed by WesBanco pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this document and before the date of the special meeting of YCB s shareholders are incorporated by reference into and are deemed to be a part of this document from the date of filing of those documents (other than the portions of those documents not deemed to be filed).

YCB. The following documents, which have been filed with the SEC by YCB, are hereby incorporated by reference into this proxy statement/prospectus:

YCB s Annual Report on Form 10-K for the fiscal year ended December 31, 2015;

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- YCB s Quarterly Report on Form 10-Q for the quarter ended March 31, 2016; and

- YCB s Current Reports on Form 8-K filed on April 25, 2016, May 3, 2016 and May 19, 2016 (in each case, except to the extent furnished but not filed).

All documents filed by YCB pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this document and before the date of the special meeting of YCB shareholders are incorporated by reference into and are deemed to be a part of this document from the date of filing of those documents (other than the portions of those documents not deemed to be filed).

You should rely only on the information contained in this proxy statement/prospectus or on information to which we have referred you. We have not authorized any person to give any information or to make any representations that are different from those in this document.

If you would like to receive a copy of any of the documents incorporated by reference, please contact WesBanco or YCB, as applicable, at the address or telephone number listed under the heading Additional Information.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Matters set forth in this filing contain certain forward-looking statements, including certain plans, expectations, goals, and projections, and including statements about the benefits of the proposed merger between WesBanco and YCB, which are subject to numerous assumptions, risks, and uncertainties. Actual results could differ materially from those contained or implied by such statements for a variety of factors including: the businesses of WesBanco and YCB may not be integrated successfully or such integration may take longer to accomplish than expected; the expected cost savings and any revenue synergies from the proposed Merger may not be fully realized within the expected timeframes; disruption from the proposed merger may make it more difficult to maintain relationships with clients, associates, or suppliers; the required governmental approvals of the proposed Merger may not be obtained on the expected terms and schedule; YCB s shareholders may not approve the proposed merger; changes in economic conditions; movements in interest rates; competitive pressures on product pricing and services; success and timing of other business strategies; the nature, extent, and timing of governmental actions and reforms; and extended disruption of vital infrastructure; and other factors described in the section of this proxy statement/prospectus titled Risk Factors and WesBanco s and YCB s annual and quarterly reports and other filings with the SEC that are incorporated by reference into this proxy statement/prospectus. See Where You Can Find More Information About WesBanco and YCB beginning on page 87. All forward-looking statements included in this filing are based on information available at the time of the release. Neither WesBanco nor YCB assumes any obligation to update any forward-looking statement.

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LEGAL MATTERS

Certain matters relating to the validity of the WesBanco common stock issuable in connection with the merger will be passed upon for WesBanco by its counsel, Phillips, Gardill, Kaiser & Altmeyer, PLLC, 61 Fourteenth Street, Wheeling, West Virginia 26003. As of July 11, 2016, the members of Phillips, Gardill, Kaiser & Altmeyer, PLLC participating in the preparation of this proxy statement/prospectus owned an aggregate of approximately 55,054 shares of WesBanco common stock. In addition, James C. Gardill and Denise Knouse-Snyder are members of Phillips, Gardill, Kaiser & Altmeyer, PLLC and are also on the board of directors of WesBanco, with Mr. Gardill serving as Chairman. K&L Gates LLP, as tax counsel to WesBanco, and Frost Brown Todd LLC, as tax counsel to YCB, each will pass upon certain tax consequences related to the merger.

EXPERTS

The consolidated financial statements of Wesbanco, Inc. incorporated by reference in WesBanco s Annual Report on Form 10-K for the year ended December 31, 2015 and WesBanco management s assessment of the effectiveness of internal control over financial reporting as of December 31, 2015, incorporated by reference therein, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein and incorporated herein by reference. Such consolidated financial statements and management s assessment are incorporated herein by reference in reliance upon such report, given on the authority of such firm as experts in auditing and accounting.

The consolidated financial statements of Your Community Bankshares, Inc. as of December 31, 2015 and 2014 and for each of the three years in the period ended December 31, 2015 and the effectiveness of YCB s internal control over financial reporting as of December 31, 2015, have been audited by Crowe Horwath LLP, independent registered public accounting firm, as set forth in their report thereon included in YCB s Annual Report on Form 10-K for 2015, which is incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the report of such firm, given on their authority as experts in auditing and accounting.

Execution Version

ANNEX A

AGREEMENT AND PLAN OF MERGER

dated as of

May 3, 2016

by and between

WESBANCO, INC.,

WESBANCO BANK, INC.,

YOUR COMMUNITY BANKSHARES, INC.

and

YOUR COMMUNITY BANK

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GLOSSARY OF DEFINED TERMS

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Assumed Restricted Stock Units	Section 5.12(b)
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Bank Merger	Preamble
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Buyer Classified Loans	Section 4.01(o)(ii)
Buyer Compensation and Benefit Plans	Section 4.01(t)(i)
Buyer Consultants	Section 4.01(t)(i)
Buyer Contracts	Section 4.01(c)(i)
Buyer Directors	Section 4.01(t)(i)
Buyer Disclosure Schedule	Preamble
Buyer Employees	Section 4.01(t)(i)
Buyer ERISA Affiliate	Section 4.01(t)(iii)
Buyer ERISA Affiliate Plan	Section 4.01(t)(iii)
Buyer Filed SEC Documents	Section 4.01(l)
Buyer Financial Statements	Section 4.01(g)
Buyer Loans	Section 4.01(o)(ii)
Buyer Officers	Section 4.01(t)(i)
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Seller s Counsel	Section 8.02(c)
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this **Agreement**), dated as of May 3, 2016, is made and entered into by and between Wesbanco, Inc., a West Virginia corporation (**Buyer**), Wesbanco Bank, Inc., a West Virginia banking corporation and a wholly-owned subsidiary of Buyer (**Buyer Sub**), Your Community Bankshares, Inc., an Indiana corporation and bank holding company (**Seller**), and Your Community Bank, an Indiana state-chartered commercial bank and a wholly-owned subsidiary of Seller (**Seller Sub**). Buyer and Seller are sometimes hereinafter collectively referred to as the **Constituent Corporations**.

W I T N E S S E T H:

WHEREAS, the Boards of Directors of Seller, Seller Sub, Buyer and Buyer Sub have each determined that it is in the best interests of their respective corporations and shareholders for Buyer to acquire Seller pursuant to a merger of Seller with and into Buyer (the **Merger**) and, immediately after the Merger, a merger of Seller Sub with and into Buyer Sub (the **Bank Merger**), upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Boards of Directors of Seller, Seller Sub, Buyer and Buyer Sub have each approved this Agreement and the consummation of the transactions contemplated hereby; and

WHEREAS, as a result of the Merger, in accordance with the terms of this Agreement, Seller will cease to have a separate corporate existence and the shareholders of Seller will receive from Buyer in exchange for each share of common stock, $0.10 par value, of Seller (individually **Seller Share** and collectively **Seller Shares**), (a) $7.70 in cash, and (b) 0.964 of a share of common stock, $2.0833 par value per share, of Buyer (individually, a **Buyer Share** and collectively, the **Buyer Shares**), as may be adjusted as provided herein, all as determined in accordance with the terms of this Agreement; and

WHEREAS, as a condition to the willingness of Buyer to enter into this Agreement, all of the directors and executive officers of Seller (the **Voting Agreement Shareholders**) have each entered into a Voting Agreement, dated as of the date hereof, with Buyer (each a **Voting Agreement**), pursuant to which each Voting Agreement Shareholder has agreed, among other things, to vote such Voting Agreement Shareholder s Seller Shares in favor of the approval of this Agreement and the transactions contemplated hereby, upon the terms and subject to the conditions set forth in the Voting Agreement; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger and the Bank Merger contemplated by this Agreement each qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the **Code**) and that this Agreement is intended to be and is adopted as a plan of reorganization for purposes of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, Seller has previously provided to Buyer a schedule disclosing additional information about Seller (the **Seller Disclosure Schedule**), and Buyer has previously provided to Seller a schedule disclosing additional information about Buyer (the **Buyer Disclosure Schedule**); and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the Merger and the Bank Merger and also to prescribe certain conditions to the Merger and the Bank Merger.

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NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

THE MERGER

1.01. ***Merger; Surviving Corporation***

Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined in Section 1.03), Seller shall merge with and into Buyer in accordance with the West Virginia Business Corporation Act (the **WVBCA**) and the Indiana Business Corporation Law (the **IBCL**). Buyer shall be the continuing and surviving corporation in the Merger, shall continue to exist under the laws of the State of West Virginia and shall be the only one of the Constituent Corporations to continue its separate corporate existence after the Effective Time. As used in this Agreement, the term **Surviving Corporation** refers to Buyer at and after the Effective Time. As a result of the Merger, the outstanding shares of capital stock and the treasury shares of the Seller shall be converted in the manner provided in Article Two.

1.02. ***Bank Merger; Surviving Bank Corporation***

Upon the terms and subject to the conditions of this Agreement, immediately after and subject to the Effective Time, Seller Sub shall merge with and into Buyer Sub in accordance with the WVBCA, the state banking code of West Virginia, the IBCL and The Indiana Financial Institutions Act (**IFIA**). Buyer Sub shall be the continuing and surviving bank corporation in the Bank Merger, shall continue to exist under the laws of the State of West Virginia and shall continue its separate corporate existence after the Effective Time. As used in this Agreement, the term **Surviving Bank Corporation** refers to Buyer Sub at and after the Effective Time. As a result of the Bank Merger, the outstanding shares of capital stock of Seller Sub shall be converted in the manner provided in Section 2.06.

1.03. ***Effective Time***

The Merger shall become effective at the time set forth in the respective Articles of Merger that shall be filed with the Secretary of State of the State of West Virginia (the **West Virginia Secretary of State**) in accordance with the WVBCA and the Secretary of State of the State of Indiana (the **Indiana Secretary**) in accordance with the IBCL. The Bank Merger shall become effective at the time set forth in the Articles of Merger that shall be filed with the West Virginia Secretary of State in accordance with the WVBCA and the Articles of Merger that shall be filed with the Indiana Secretary in accordance with the IBCL; *provided, however*, that the Bank Merger shall not become effective until after the Merger has become effective. The date and time at which the Merger shall become effective is referred to in this Agreement as the **Effective Time**.

1.04. ***Effects of the Merger***

At the Effective Time:

(a) the articles of incorporation of Buyer as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation;

(b) the bylaws of Buyer as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation;

(c) subject to Section 6.07, the directors of Buyer immediately prior to the Effective Time shall become the directors of the Surviving Corporation, each of whom shall serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation;

(d) the officers of Buyer immediately prior to the Effective Time shall become the officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation;

(e) each Buyer Share that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the Effective Time and shall be unchanged by the Merger;

(f) the Merger shall have the effects prescribed in Section 31D-11-1107 of the WVBCA and Section 23-1-40-6 of the IBCL; and

(g) the location of the principal office of the Surviving Corporation shall be One Bank Plaza, Wheeling, WV 26003.

1.05. ***Effects of the Bank Merger***

Immediately following the Effective Time of the Bank Merger:

(a) the articles of incorporation of Buyer Sub as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Bank Corporation;

(b) the bylaws of Buyer Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Bank Corporation;

(c) subject to Section 6.07, the directors of Buyer Sub immediately prior to the Effective Time shall become the directors of the Surviving Bank Corporation, each of whom shall serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Bank Corporation;

(d) the officers of Buyer Sub immediately prior to the Effective Time shall become the officers of the Surviving Bank Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Bank Corporation; and

(e) the Bank Merger shall have the effects prescribed in Section 31D-11-1107 of the WVBCA and Section 23-1-40-6 of the IBCL.

1.06. ***Tax Consequences***

It is intended that the Merger and the Bank Merger shall each constitute a reorganization within the meaning of Section 368(a) of the Code and that this Agreement shall constitute a plan of reorganization for purposes of the Code and the Treasury Regulations promulgated thereunder. Buyer and Seller each hereby agrees to deliver certificates substantially in compliance with IRS published advance ruling guidelines, with customary exceptions and modifications thereto, to enable counsel to deliver the legal opinions contemplated by Sections 8.01(c) and 8.02(c),

which certificates shall be effective as of the date of such opinions.

1.07. ***Possible Alternative Structures***

Notwithstanding anything to the contrary contained in this Agreement and subject to the satisfaction of the conditions set forth in Article Eight, prior to the Effective Time, Buyer shall be entitled to revise the structure of the Merger described in Section 1.01 hereof and/or the Bank Merger described in Section 1.02 hereof, provided that (i) such modification does not prevent the rendering of the opinions contemplated by Sections 8.01(c) and 8.02(c); (ii) the consideration to be paid to the holders of Seller Shares under this Agreement is not thereby changed in kind, value or reduced in amount; and (iii) such modification will not delay materially or jeopardize receipt of any required regulatory approvals or other consents and approvals relating to the consummation of the Merger or the Bank Merger. The parties hereto agree to appropriately amend this Agreement and any related documents in order to reflect any such revised structure.

1.08. ***Additional Actions***

If, at any time after the Effective Time, Buyer shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of

record or otherwise, in Buyer its right, title or interest in, to or under any of the rights, properties or assets of Seller or Seller Sub, or (ii) otherwise carry out the purposes of this Agreement, Seller, Seller Sub and their officers and directors shall be deemed to have granted to Buyer and Buyer Sub an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law or any other acts as are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in Buyer or Buyer Sub its right, title or interest in, to or under any of the rights, properties or assets of Seller and Seller Sub or (b) otherwise carry out the purposes of this Agreement, and the officers and directors of Buyer and Buyer Sub are authorized in the name of Seller, Seller Sub or otherwise to take any and all such action.

ARTICLE TWO

CONVERSION OF SHARES AND OPTIONS; SURRENDER OF CERTIFICATES

2.01. ***Conversion of Seller Shares***

At the Effective Time, by virtue of the Merger and without any action on the part of Buyer, Buyer Sub, Seller, Seller Sub or the holder of any of the following securities:

(a) Subject to the other provisions of this Article Two and the potential additional payment or adjustment as provided in Section 11.01(d)(iv), each Seller Share issued and outstanding immediately prior to the Effective Time (other than Seller Shares held directly or indirectly by Buyer or Seller or any of their respective Subsidiaries (as defined below) (except for Trust Account Shares and DPC Shares, as such terms are defined in Section 2.01(b) hereof)) shall, by virtue of this Agreement and without any action on the part of the holder thereof, be converted into and exchangeable for the right to receive, subject to the provisions set forth in this Agreement, (i) 0.964 (the **Exchange Ratio**) of a Buyer Share and (ii) $7.70 in cash, without interest. The 0.964 of a Buyer Share to be issued, together with the $7.70 of cash to be paid in exchange for each Seller Share, pursuant to this Section 2.01 is referred to herein as the **Merger Consideration** .

(b) At the Effective Time, all Seller Shares that are owned directly or indirectly by Buyer or Seller or any of their respective Subsidiaries (other than Seller Shares (x) held directly or indirectly in trust accounts, managed accounts and the like or otherwise held in a fiduciary or agency capacity for the benefit of third parties (any such shares, and shares of Buyer Common Stock which are similarly held, whether held directly or indirectly by Buyer or Seller, as the case may be, being referred to herein as **Trust Account Shares**) or (y) held by Buyer or Seller or any of their respective Subsidiaries, directly or indirectly, in respect of a debt previously contracted (any such Seller Shares, and Buyer Shares which are similarly held, being referred to herein as **DPC Shares**)) shall be cancelled and shall cease to exist and no Buyer Shares, cash or other consideration shall be delivered in exchange therefor. At the Effective Time, all Buyer Shares that are owned by Seller or any of its Subsidiaries (other than Trust Account Shares and DPC Shares) shall become treasury stock of Buyer without any consideration therefor.

2.02. ***Seller Stock Options***

(a) Seller shall take all requisite action so that, at the Effective Time, each option to acquire Seller Shares (each, a **Seller Stock Option**) granted under Seller s stock compensation and stock based incentive plans (the **Seller**

Stock Plans) that is outstanding immediately prior to the Effective Time, whether or not then vested or exercisable, shall be, by virtue of the Merger and without any action on the part of Buyer, Buyer Sub, Seller, Seller Sub, the holder of such Seller Stock Option or any other person or entity, cancelled and converted into the right to receive from Seller or from Buyer and the Surviving Corporation, at or immediately following the Effective Time, an amount in cash, without interest, equal to the product of (x) the aggregate number of Seller Shares subject to such Seller Stock Option,

multiplied by (y) the excess, if any, of $38.50 over the per share exercise price under such Seller Stock Option, less any Taxes required to be deducted or withheld in accordance with Section 2.03(i).

(b) At or prior to the Effective Time, Seller, the Seller Board (as defined in Section 5.03(b)) and the compensation committee of such board, as applicable, shall adopt any resolutions and take any actions (including obtaining any Seller or Seller Sub employee consents) that may be necessary to effectuate the provisions of paragraph (a) of this Section 2.02.

2.03. ***Exchange and Payment Procedures***

(a) *Exchange Agent*. Buyer shall designate Computershare Investor Services, LLC or such other entity as shall reasonably be selected by Buyer to act as agent (the **Exchange Agent**) for purposes of conducting the exchange and payment procedures as described in this Section 2.03. Seller shall provide to the Exchange Agent all information reasonably requested by Buyer to be provided to the Exchange Agent in order for it to perform as specified herein.

(b) *Deposit with Exchange Agent; Exchange Fund*. At least one business day prior to the Effective Time, Buyer shall provide to the Exchange Agent the aggregate number of Buyer Shares and an amount in cash representing the aggregate cash component of the Merger Consideration, together with aggregate cash to be paid in lieu of fractional shares pursuant to Section 2.03(f) hereto, all of which shall be held by the Exchange Agent in trust for the holders of Seller Shares (collectively, the **Exchange Fund**). The Exchange Agent shall not be entitled to vote or exercise any rights of ownership with respect to the Buyer Shares held by it from time to time hereunder, except that it shall receive and hold for the benefit of the recipients of the Buyer Shares until distributed thereto pursuant to the provisions of this Agreement any dividends or other distributions paid or distributed with respect to such Buyer Shares for the account of the persons entitled thereto. The Exchange Fund shall not be used for any purpose other than as set forth in this paragraph. The Exchange Agent shall invest cash in the Exchange Fund, as directed by Buyer, on a daily basis; *provided*, *however*, that all such investments shall be in (1) obligations of, or guaranteed by, the United States of America, (2) commercial paper obligations receiving the highest rating from either Moody s Investors Services, Inc. or Standard and Poor s Corporation, or (3) certificates of deposit of commercial banks (not including any Subsidiary (as defined in Section 3.01(c)) or affiliate of Buyer) with capital exceeding $1.0 billion. All interest and other income resulting from such investments shall be paid to Buyer.

(c) *Surrender of Seller Certificates*. As promptly as practicable after the Effective Time, and in no event more than five business days thereafter, Buyer shall send or cause to be sent to each former holder of record of Seller Shares transmittal materials (which shall specify that delivery shall be effected, and risk of loss and title to the certificates theretofore representing the Seller Shares shall pass only upon proper delivery of such certificates to the Exchange Agent). Each holder of an outstanding certificate or certificates which prior to the Effective Time represented Seller Shares (**Seller Certificate**), who surrenders such Seller Certificate to the Exchange Agent shall, upon acceptance thereof by the Exchange Agent, be entitled to receive (a) the Merger Consideration for each Seller Share represented by the Seller Certificate surrendered, (b) any cash in lieu of fractional shares into which the Seller Shares represented by the Seller Certificate have been converted, (c) any other dividend or distribution with a record date after the Effective Time theretofore paid with respect to Buyer Shares issuable in the Merger, and (d) subject to compliance with Section 7.08, any

dividend or distribution with respect to Seller Shares with a record date prior to the Effective Time, in each case without interest. The Exchange Agent shall accept such Seller Certificate upon compliance with such reasonable terms and conditions as the Exchange Agent may impose to effect an orderly exchange thereof in accordance with normal exchange practices and shall as promptly as practicable issue the certificates representing Buyer Shares and cash in accordance with this Agreement. Each Seller Certificate that is not surrendered to the Exchange Agent in accordance with the procedures provided for herein shall, except as otherwise herein provided, be deemed at any time after the Effective Time to represent only the right to receive upon such surrender (a) the Merger Consideration, (b) any cash in lieu of fractional shares into which

the Seller Shares represented by the Seller Certificate have been converted, (c) any other dividend or distribution with a record date after the Effective Time theretofore paid with respect to Buyer Shares issuable in the Merger, and (d) subject to compliance with Section 7.08, any dividend or distribution with respect to Seller Shares with a record date prior to the Effective Time, in each case without interest. No dividends or other distributions with a record date after the Effective Time with respect to Buyer Shares shall be paid to the holder of any unsurrendered Seller Certificate until the holder thereof shall surrender such Seller Certificate in accordance with this Section 2.03(c). After the surrender of a Seller Certificate in accordance with this Section 2.03(c), the record holder thereof shall be entitled to receive any such dividends or other distributions, without any interest thereon, which theretofore had become payable with respect to Buyer Shares represented by such Seller Certificates. After the Effective Time, there shall be no further transfer on the records of Seller of a Seller Certificate representing Seller Shares and, if any such Seller Certificate is presented to Seller for transfer, it shall be canceled against delivery of the Merger Consideration for each Seller Share represented by such Seller Certificate provided in Article Two.

(d) *Lost, Stolen or Destroyed Certificates.* If there shall be delivered to the Exchange Agent by any person who is unable to produce any Seller Certificate for Seller Shares for surrender to the Exchange Agent in accordance with this Section 2.03:

(i) evidence to the reasonable satisfaction of the Surviving Corporation that such Seller Certificate has been lost, wrongfully taken, or destroyed;

(ii) such security or indemnity as reasonably may be requested by the Surviving Corporation to save it harmless (which may include the requirement to obtain a third party bond or surety); and

(iii) evidence, to the reasonable satisfaction of the Surviving Corporation, that such person was the owner of the Seller Shares theretofore represented by each such Seller Certificate claimed by him to be lost, wrongfully taken or destroyed and that he is the person who would be entitled to present such Seller Certificate for exchange pursuant to this Agreement;

then the Exchange Agent, in the absence of actual notice to it that any Seller Shares theretofore represented by any such Seller Certificate have been acquired by a bona fide purchaser, shall deliver to such person (a) the Merger Consideration for each Seller Share represented by the lost, stolen or destroyed Seller Certificate, (b) any cash in lieu of fractional shares into which the Seller Shares represented by the Seller Certificate have been converted, (c) any other dividend or distribution with a record date after the Effective Time theretofore paid with respect to Buyer Shares issuable in the Merger, and (d) subject to compliance with Section 7.08, any dividend or distribution with respect to Seller Shares with a record date prior to the Effective Time, in each case without interest, that such person would have been entitled to receive upon surrender of each such lost, wrongfully taken or destroyed Seller Certificate.

(e) *No Further Ownership Rights in Seller Shares.* All cash and Buyer Shares issued upon conversion of Seller Shares in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such Seller Shares; subject, however, to the Surviving Corporation s obligation to pay any dividends or make any other distributions with a record date prior to the Effective Time which may have been declared or made by Seller (but only in compliance with the terms of this Agreement) on such Seller

Shares prior to the Effective Time and which remain unpaid at the Effective Time, subject to compliance with Section 7.08.

(f) *No Fractional Buyer Shares*.

(i) No certificates or scrip representing fractional Buyer Shares shall be issued upon the surrender for exchange of Seller Certificates evidencing Seller Shares, and such fractional Buyer Share interests will not entitle the owner thereof to vote or to any rights of a shareholder of the Surviving Corporation.

(ii) Each holder of Seller Shares who would otherwise be entitled to receive a fractional Buyer Share shall instead receive from the Exchange Agent an amount of cash, without interest, equal to the product obtained by multiplying (a) the fractional Buyer Share (rounded to the nearest thousandth when expressed in decimal form) interest to which such holder (after taking into account all Seller Shares held at the Effective Time by such holder) would otherwise be entitled by (b) the Average Closing Price (as defined in Section 11.01(d)(iv)).

(g) *Termination of Exchange Fund*. Any portion of the Exchange Fund delivered to the Exchange Agent by Buyer pursuant to Section 2.03(b) which remains undistributed to the shareholders of Seller for 12 months after the Effective Time may be delivered to the Surviving Corporation, upon Buyer s demand, and any shareholders of Seller who have not theretofore complied with this Article Two shall thereafter look only to the Surviving Corporation for payment of the Merger Consideration, any cash in lieu of fractional Buyer Share interest and any dividends or distributions with respect to Buyer Shares issuable in the Merger, in each case without interest.

(h) *No Liability*. None of Buyer, Seller, the Exchange Agent or the Surviving Corporation shall be liable to any former holder of Seller Shares for any payment of the Merger Consideration, any cash in lieu of fractional Buyer Share interest or any dividends or distributions with respect to Buyer Shares issuable in the Merger delivered to a public official as and if required by any applicable abandoned property, escheat or similar law.

(i) *Withholding Rights*. Buyer or the Exchange Agent shall be entitled to deduct and withhold from the cash consideration otherwise payable pursuant to this Agreement to any holder of Seller Certificates such amounts as Buyer or the Exchange Agent is required to deduct and withhold with respect to the making of such payment under the Code, or any other provision of domestic or foreign (whether national, Federal, state, provincial, local or otherwise) tax law. To the extent that amounts are properly withheld and paid over to the appropriate taxing authority by Buyer or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Seller Certificates in respect of which such deduction and withholding was made by Buyer, the Surviving Corporation or the Exchange Agent.

(j) *Waiver*. The Surviving Corporation may from time to time, in the case of one or more persons, waive one or more of the rights provided to it in this Article Two to withhold certain payments, deliveries and distributions; and no such waiver shall constitute a waiver of its rights thereafter to withhold any such payment, delivery or distribution in the case of any person.

2.04. ***No Dissenters Rights***

Anything contained in this Agreement or elsewhere to the contrary notwithstanding, no outstanding Seller Shares or other shares of Seller s capital stock shall have any dissenters rights of appraisal under the IBCL or otherwise.

2.05. ***Anti-Dilution Provisions***

In the event that, subsequent to the date of this Agreement but prior to the Effective Time, the outstanding Buyer Shares are increased, decreased, changed into or exchanged for a different number or kind of shares or securities (or Buyer establishes a record date for effecting any such change to the outstanding Buyer Shares) as a result of a

reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar changes in Buyer s capitalization, excluding an acquisition by Buyer involving an exchange of Buyer Shares not resulting in a recapitalization of Buyer, appropriate and proportionate adjustment shall be made to the Merger Consideration. Nothing contained herein shall be deemed to permit any action which may be proscribed by this Agreement.

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2.06. ***Conversion of Seller Sub Capital Stock***

Immediately after the Effective Time, each issued and outstanding share, and each share held in the treasury, of capital stock of Seller Sub shall, by virtue of the Bank Merger and without any action on the part of Buyer, Buyer Sub, Seller, Seller Sub or the holder thereof, be canceled without any conversion or issuance of any shares of capital stock of Buyer or Buyer Sub with respect thereto. No shares of Buyer or Buyer Sub shall be issued or exchanged and no consideration shall be given for shares of Seller Sub, and each then-issued and outstanding share, and each share then held in the treasury, of capital stock of Buyer Sub shall, by virtue of the Bank Merger and without any action on the part of Buyer, Buyer Sub, Seller, Seller Sub or the holder thereof, continue as one share of capital stock of the Surviving Bank Corporation having the same designations, preferences, limitations, and rights as such share of capital stock of Buyer Sub immediately prior to the Bank Merger.

ARTICLE THREE

REPRESENTATIONS AND WARRANTIES OF SELLER AND SELLER SUB

3.01. ***Representations and Warranties of Seller and Seller Sub***

Except as set forth on the Seller Disclosure Schedule (with specific reference to the Section or Subsection of this Agreement to which the information stated in such disclosure relates, provided that any fact, item, contract, agreement, document or instrument listed or described, and any information disclosed, in any Section or Subsection thereof shall be deemed listed, described, and disclosed in all other applicable Sections and Subsections even though not expressly set forth in such other Section(s) or subsections(s)), Seller and Seller Sub hereby jointly and severally represent and warrant to Buyer and Buyer Sub as follows:

(a) *Corporate Status*.

(i) Seller is an Indiana corporation and bank holding company registered under the Bank Holding Company Act of 1956 (the **BHC Act**). Seller is duly organized, validly existing and in good standing under the laws of the State of Indiana, has the full corporate power and authority to own its property, to carry on its business as presently conducted, and is qualified to do business in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification necessary, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on Seller. Seller has made available to Buyer true and complete copies of the Articles of Incorporation and Bylaws of Seller, in each case as amended to the date of this Agreement.

(ii) Set forth in Section 3.01(a)(ii) of the Seller Disclosure Schedule is a complete list of each Subsidiary (as that term is defined in Section 3.01(c)) of each of Seller and Seller Sub (each, a **Seller Subsidiary** and collectively, the **Seller Subsidiaries**). Seller Sub is an Indiana state-chartered commercial bank and is regulated by the Indiana Department of Financial Institutions (the **Department**), the Federal Deposit Insurance Corporation (the **FDIC**) and the Kentucky Department of Financial Institutions (with respect to its Kentucky branches). The deposit accounts of Seller Sub are insured by the FDIC to the fullest extent permitted by applicable law. Seller Sub is duly organized and validly existing and in good standing under the laws of the State of Indiana and has full power and authority, corporate or

otherwise, to own its property and to carry on its business as presently conducted, and is qualified to do business and in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification necessary, except where the failure to be so qualified or in good standing would not have a material adverse effect on Seller. Seller has made available to Buyer true and complete copies of the governing instruments of Seller Sub, in each case as amended to the date of this Agreement.

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(iii) Each of the Seller Subsidiaries other than Seller Sub has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification necessary, other than where the failure to be so organized, existing, qualified or licensed or in good standing, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller.

(iv) As used in this Agreement, (A) any reference to any event, change or effect being **material** with respect to any entity means an event, change or effect which is material in relation to the financial condition, properties, business or results of operations of such entity and its Subsidiaries taken as a whole and (B) the terms **material adverse effect** or **material adverse change** means, with respect to an entity, a material adverse effect on the financial condition, properties, assets, liabilities, businesses or results of operations of such entity and its Subsidiaries taken as a whole or on the ability of such entity to perform its obligations under this Agreement or consummate the Merger or the Bank Merger and the other material transactions contemplated by this Agreement other than, in any case, any state of facts, change, development, event, effect, condition or occurrence (i) resulting from changes in the United States economy (including changes in interest rates) or the United States securities markets in general; (ii) resulting from changes in laws or regulations affecting banks or savings banks or their holding companies generally, or interpretations thereof by Governmental Authorities; (iii) resulting from any litigation or loss of current or prospective customers, employees or revenues arising from the execution of this Agreement; (iv) resulting from any transaction costs of the Merger generally; (v) resulting from payments made in the nature of severance payments or payments made pursuant to the change in control provisions of employment agreements or change in control or severance plans of Seller or any Seller Subsidiary or payments made pursuant to Section 6.02(b) or losses, charges or expenses resulting from loan sales contemplated by Section 5.09; (vi) resulting from changes, after the date hereof, in accounting principles generally accepted in the United States (**GAAP**) or applicable regulatory accounting requirements; (vii) resulting from changes, after the date hereof, in global, national or regional political conditions (including events of war or acts of terrorism); or (viii) resulting from public disclosure of the transactions contemplated hereby or actions that are expressly required by this Agreement or that are taken with the prior written consent of the other party in contemplation of the transactions contemplated hereby; *provided, however,* that in no event shall a decrease in the trading price of Seller Shares or Buyer Shares, absent any other event, change or effect which has had or would reasonably be expected to have a material adverse effect, or litigation relating thereto, be considered a material adverse effect or material adverse change; and *provided, further*, that any state of facts, change, development, event, effect, condition or occurrence referred to in clauses (i), (ii), (vi) or (vii) immediately above shall be taken into account in determining whether a material adverse effect or material adverse change has occurred to the extent that such state of facts, change, development, event, effect, condition or occurrence has a disproportionate effect on Seller or Buyer, as the case may be, compared to other similarly situated community banking organizations operating in the geographic regions in which the Seller or Buyer, as the case may be, conduct their business. Any reference to **knowledge** or **actual knowledge** of a party means the actual knowledge of the executive officers and directors of the party.

(b) *Capitalization of Seller.*

(i) The authorized capital of Seller consists solely of (A) 10,000,000 Seller Shares, of which 5,453,271 Seller Shares were issued and outstanding as of April 22, 2016, and (B) 5,000,000 shares of preferred stock without par value (**Seller Preferred Stock**), no shares of which are issued and outstanding. As of the date of this Agreement, 322,966 Seller Shares were held in its treasury. All outstanding Seller Shares have been duly authorized and are validly issued, fully paid

and non-assessable, and were not issued in violation of the preemptive rights of any person. All issued Seller Shares have been issued in compliance in all material respects with all applicable Federal and state securities laws. As of April 22, 2016, 71,500 Seller Shares were reserved for issuance upon the exercise of outstanding Seller Stock Options. Seller has furnished to Buyer a true, complete and correct copy of the Seller Stock Plans, and a list of all participants in the Seller Stock Plans as of the date hereof is set forth in Section 3.01(b)(i) of the Seller Disclosure Schedule, which list identifies the number of Seller Shares subject to Seller Stock Options held by each such participant, the exercise price or prices of such Seller Stock Options and the dates each of the Seller Stock Options was granted, becomes exercisable and expires. As of April 22, 2016, 175,966 Seller Shares were reserved for issuance in connection with restricted stock units granted pursuant to Seller Stock Plans and all other Seller Compensation and Benefit Plans (**Seller Restricted Stock Units**). Section 3.01(b)(i) of the Seller Disclosure Schedule also sets forth the name of each holder of Seller Restricted Stock Units, the vesting dates and number of units held by such holder.

(ii) As of the date hereof, except for this Agreement, the Seller Stock Options and the Seller Restricted Stock Units, there are no options, warrants, calls, rights, commitments or agreements of any character to which Seller is a party or by which it is bound obligating Seller to issue, deliver or sell, or cause to be issued, delivered or sold, any additional Seller Shares or obligating Seller to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. As of the date of this Agreement, there are no outstanding contractual obligations of Seller to repurchase, redeem or otherwise acquire any Seller Shares except for such obligations arising under the Seller Stock Plans.

(iii) Except as disclosed in Section 3.01(b)(iii) of the Seller Disclosure Schedule or as contemplated by the terms of this Agreement, since December 31, 2015, Seller has not (A) issued or permitted to be issued any Seller Shares, or securities exercisable for or convertible into Seller Shares, other than upon exercise of the Seller Stock Options or the vesting of Seller Restricted Stock Units granted prior to the date hereof under the Seller Stock Plans; (B) repurchased, redeemed or otherwise acquired, directly or indirectly, through any Seller Subsidiary or otherwise, any Seller Shares; or (C) declared, set aside, made or paid to the shareholders of Seller dividends or other distributions on the outstanding Seller Shares.

(iv) Except as disclosed in Section 3.01(b)(iv) of the Seller Disclosure Schedule, as of the date of this Agreement, no trust preferred or subordinated debt securities of Seller or Seller Sub are issued or outstanding. No bonds, debentures, notes or other indebtedness of Seller having the right to vote on any matters on which Seller s shareholders may vote are issued or outstanding.

(c) *Seller Subsidiaries*. Except as set forth in Section 3.01(c) of the Seller Disclosure Schedule, Seller and Seller Sub own of record and beneficially all of the issued and outstanding equity securities of the Seller Subsidiaries. There are no options, warrants, calls, rights, commitments or agreements of any character to which Seller, Seller Sub or any Seller Subsidiary is a party or by which any of them is bound obligating any Seller Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, additional equity securities of such Seller Subsidiary (other than to Seller) or obligating Seller, Seller Sub or such Seller Subsidiary to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. There are no contracts, commitments,

understandings or arrangements relating to Seller s rights to vote or to dispose of the equity securities of any Seller Subsidiary, and all of the equity securities of each Seller Subsidiary held by Seller are fully paid and non-assessable and are owned by Seller free and clear of any charge, mortgage, pledge, security interest, hypothecation, restriction, claim, option, lien, encumbrance or interest of any persons whatsoever. Seller does not own beneficially, directly or indirectly, any equity securities or similar interests of any person, or any interest in a partnership or joint venture of any kind, other than the Seller Subsidiaries.

For purposes of this Agreement, **Subsidiary** has the meaning ascribed to it in Rule 1-02 of Regulation S-X promulgated by the Securities and Exchange Commission (the **SEC**).

(d) *Corporate Authority*. All corporate actions of Seller and Seller Sub necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, in each case by Seller and Seller Sub, have been duly and validly taken, except for the adoption of this Agreement by the Required Seller Vote (as defined in Section 3.01(ii)) and subject, in the case of the consummation of the Merger and the Bank Merger, to the filing and recordation of Articles of Merger as required by the IBCL and the WVBCA. The Seller Board has, by unanimous vote of the directors, duly adopted resolutions (i) approving this Agreement, the Merger, the Bank Merger and the other transactions contemplated hereby, (ii) declaring that it is in the best interests of Seller and its shareholders that Seller enter into this Agreement and consummate the Merger and the Bank Merger on the terms and subject to the conditions set forth in this Agreement, (iii) directing that this Agreement be submitted to a vote at a meeting of Seller s shareholders to be held as promptly as practicable and (iv) subject to the provisions of Section 5.03 hereof, to recommend that Seller s shareholders adopt this Agreement in accordance with the provisions of Section 7.06(f) hereof. The Board of Directors of Seller Sub has, by unanimous vote of the directors, duly adopted resolutions approving this Agreement and the Bank Merger and the other transactions contemplated hereby. Seller Board has approved and directed that Seller, as the sole shareholder of Seller Sub, provide its written consent to the Bank Merger.

(e) *Authorized and Effective Agreement*. This Agreement has been duly executed and delivered by Seller and Seller Sub, and assuming the due authorization, execution and delivery by Buyer and Buyer Sub, constitutes a valid and binding obligation of Seller and Seller Sub, enforceable against Seller and Seller Sub in accordance with its terms, except as such enforceability may be limited by laws related to safety and soundness of insured depository institutions as set forth in 12 U.S.C. §1818(b), the appointment of a conservator, bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting the enforcement of creditors rights generally, by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing. Each of Seller and Seller Sub has the right, power, authority and capacity to execute and deliver this Agreement and, subject to obtaining the Required Seller Vote, the obtaining of appropriate approvals by Regulatory Authorities and Governmental Authorities and the expiration of applicable regulatory waiting periods, to perform its obligations under this Agreement.

(f) *Financial Statements of Seller*. Seller has furnished to Buyer consolidated financial statements of Seller consisting of the consolidated statements of financial condition as of December 31 for each of the fiscal years 2014 and 2015 and the related consolidated statements of operations, changes in stockholders equity and cash flows for the three years ended December 31, 2015 (the **Seller Balance Sheet Date**), including accompanying notes and the report thereon of Crowe Horwath LLP, as included in Seller s Annual Report on Form 10-K for the year ended December 31, 2015 (all of such consolidated financial statements are collectively referred to herein as the **Seller Financial Statements**). The Seller Financial Statements comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of Seller and the Seller Subsidiaries as of the dates thereof and their respective consolidated results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

(g) *SEC Filings; Sarbanes-Oxley*.

(i) Seller and the Seller Subsidiaries have filed all reports, registration statements, proxy statements and information statements required to be filed by Seller or any of the Seller Subsidiaries subsequent to December 31, 2012 under the Securities Act of 1933, as amended (the **Securities Act**), or under Sections 13(a), 13(c), 14 and 15(d) of the Securities and Exchange Act of 1934, as

amended (the **Exchange Act**) with the SEC (together with all information incorporated therein by reference, the **Seller SEC Documents**), except for any reports, registration statements, proxy statements or information statements the failure to file which would not have a material adverse effect upon Seller. All such filings, at the time of filing, complied in all material respects as to form and included all exhibits required to be filed under the applicable rules of the SEC applicable to such Seller SEC Documents. None of such documents, as subsequently supplemented or amended prior to the date hereof, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) The records, systems, controls, data and information of Seller and the Seller Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Seller or the Seller Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a material adverse effect on Seller. Seller (x) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) to ensure that material information relating to Seller, including its consolidated Subsidiaries, is made known to the chief executive officer and the chief financial officer of Seller by others within those entities, and (y) has disclosed, based on its most recent evaluation prior to the date hereof, to Seller s outside auditors and the audit committee of the Seller Board (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect Seller s ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Seller s internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). These disclosures were made in writing by management to Seller s auditors and audit committee and a copy has previously been made available to Buyer. As of the date hereof, there is no reason to believe that Seller s chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(iii) Since December 31, 2012, (i) through the date hereof, neither Seller nor any of the Seller Subsidiaries has received or otherwise had or obtained actual knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Seller or any of the Seller Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Seller or any of the Seller Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no attorney representing Seller or any of the Seller Subsidiaries, whether or not employed by Seller or any of the Seller Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by Seller or any of its officers, directors, employees or agents to the Seller Board or any committee thereof or to any director or officer of Seller.

(iv) The independent registered public accounting firm engaged to express its opinion with respect to the financial statements included in the Seller SEC Documents is, and has been throughout the periods

covered thereby independent within the meaning of Rule 2-01 of Regulation S-X. Crowe Horwath LLP has not resigned or been dismissed as an independent public accountant of Seller as a result of or in connection with any disagreement with Seller on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(v) Since the date of Seller s last definitive proxy statement for its annual meeting of its shareholders and except as disclosed in Section 3.01(g) of the Seller Disclosure Schedule, no event has

occurred that would be required to be reported by the Seller pursuant to Item 404 of Regulation S-K promulgated by the SEC.

(h) *Absence of Undisclosed Liabilities*. Except as set forth in the Seller SEC Documents filed and publicly available prior to the date of this Agreement (the **Seller Filed SEC Documents**) (including the financial statements included therein) or in Section 3.01(h) of the Seller Disclosure Schedule and except as arising hereunder, Seller and the Seller Subsidiaries have no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) at December 31, 2015, other than liabilities and obligations that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller. Except as set forth in the Seller Filed SEC Documents or otherwise disclosed in Section 3.01(h) of the Seller Disclosure Schedule, all debts, liabilities, guarantees and obligations of Seller and the Seller Subsidiaries incurred since the Seller Balance Sheet Date have been incurred in the ordinary course of business and are usual and normal in amount, both individually and in the aggregate.

(i) *Absence of Changes*. Except (i) as set forth in the Seller Filed SEC Documents, (ii) as set forth in Section 3.01(i) of the Seller Disclosure Schedule, or (iii) in the ordinary course of business consistent with past practice, since the Seller Balance Sheet Date, there has not been any material adverse change in the business, operations, assets or financial condition of Seller and the Seller Subsidiaries taken as a whole, and, to the actual knowledge of Seller, no fact or condition exists which Seller believes will cause such a material adverse change in the future.

(j) *Loan Documentation*. The documentation (**Loan Documentation**) governing or relating to the material loan and credit-related assets (**Loan Assets**) included in the loan portfolio of the Seller Subsidiaries is legally sufficient for the purposes intended thereby and creates enforceable rights of the Seller Subsidiaries in accordance in all material respects with the terms of such Loan Documentation, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting the enforcement of creditors rights generally, by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing, except for such insufficiencies as would not have a material adverse effect on Seller. Except as set forth in Section 3.01(j) of the Seller Disclosure Schedule, no debtor under any of the Loan Documentation has asserted as of the date hereof any claim or defense with respect to the subject matter thereof, which claim or defense, if determined adversely to Seller, would have a material adverse effect on Seller. All loans and extensions of credit that have been made by the Seller Subsidiaries comply in all material respects with applicable regulatory limitations and procedures.

(k) *Loans; Nonperforming and Classified Assets*.

(i) To Seller s knowledge, except as would not reasonably be expected to have a material adverse effect on Seller, each loan agreement, note or borrowing arrangement, including, without limitation, portions of outstanding lines of credit, loan commitments and loan guaranties (collectively, **Loans**), on Seller s or any Seller Subsidiary s books and records, was made and has been serviced in accordance with Seller s lending standards in the ordinary course of business; is evidenced by appropriate and sufficient documentation; to the extent secured, has been secured by valid liens and security interests which have

been perfected; and constitutes the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting the enforcement of creditors rights generally, and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law). Seller has previously made available to Buyer complete and correct copies of its and the Seller Subsidiaries lending policies. The deposit and loan agreements of Seller and each Seller Subsidiary comply in all material respects with all applicable laws, rules and regulations. The allowance for loan losses reflected in the Seller SEC Documents and financial statements

filed therewith, as of their respective dates, is adequate under all regulatory requirements applicable to Seller or Seller Sub.

(ii) Section 3.01(k) of the Seller Disclosure Schedule discloses as of March 31, 2016 with respect to Seller and the Seller Subsidiaries: (A) any Loan under the terms of which the obligor is sixty (60) or more days delinquent in payment of principal or interest, or to the actual knowledge of Seller, in default of any other provision thereof; (B) each Loan which has been classified as troubled debt restructuring, other loans specially maintained, classified, criticized, substandard, doubtful, credit risk assets, list assets, loss or special mention (or words of similar import) by Seller, the Seller Subsidiaries or a Governmental Authority (the **Classified Loans**); (C) a listing of the real estate owned, acquired by foreclosure or by deed in-lieu thereof, including the book value thereof; and (D) each Loan with any director, executive officer or five percent (5%) or greater shareholder of Seller, or to the actual knowledge of Seller, any person controlling, controlled by or under common control with any of the foregoing. All Loans which are classified as **Insider Transactions** by Regulation O of the Board of Governors of the Federal Reserve System (**Federal Reserve**) have been made by Seller or any of the Seller Subsidiaries in an arms-length manner made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with other persons and do not involve more than normal risk of collectability or present other unfavorable features.

(l) *Reports and Records*. Seller and the Seller Subsidiaries have filed all reports and maintained all records required to be filed or maintained by them under the rules and regulations of the Federal Reserve, the Department, the Kentucky Department of Financial Institutions, the FDIC and the Federal Home Loan Bank of Indianapolis (the **FHLB**), except for such reports and records the failure to file or maintain would not have a material adverse effect on Seller. All such documents and reports complied in all material respects with applicable requirements of law and rules and regulations in effect at the time such documents and reports were filed and contained in all material respects the information required to be stated therein, except for such documents and records the failure to comply with such laws, rules and regulations or contain such information would not have a material adverse effect on Seller. None of such documents or reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, other than such reports and documents which the failure to file in such fashion would not have a material adverse effect on Seller. There is no material unresolved violation, criticism or exception by any Governmental Authority or Regulatory Authority with respect to any report or letter relating to any examinations of Seller or any of the Seller Subsidiaries.

(m) *Taxes*. Except as set forth in Section 3.01(m) of the Seller Disclosure Schedule, Seller and the Seller Subsidiaries have timely filed (including all applicable extensions) all material returns, statements, reports and forms (including elections, declarations, disclosures, schedules, estimates and information returns) (collectively, the **Tax Returns**) with respect to all material Federal, state, local and foreign income, gross income, gross receipts, gains, premium, sales, use, *ad valorem*, transfer, franchise, profits, withholding, payroll, employment, excise, severance, stamp, occupancy, license, lease, environmental, customs, duties, property, windfall profits and other taxes (including any interest, penalties or additions to tax with respect thereto, individually, a **Tax** and, collectively, **Taxes**) required to be filed with the appropriate tax authority through the date of this Agreement. Such Tax Returns, as amended, are true, correct and complete in all material respects. Seller and the Seller Subsidiaries have paid and discharged all Taxes shown as due on such

Tax Returns, other than such Taxes that are adequately reserved as shown on the Seller Financial Statements or have arisen in the ordinary course of business since the Seller Balance Sheet Date. Except as set forth in Section 3.01(m) of the Seller Disclosure Schedule, neither the Internal Revenue Service (the **IRS**) nor any other taxing agency or authority, domestic or foreign, has asserted, is now asserting or, to the actual knowledge of Seller, is threatening to assert against Seller or any Seller Subsidiary any deficiency or

claim for additional Taxes. There are no unexpired waivers by Seller or any Seller Subsidiary of any statute of limitations with respect to Taxes. The accruals and reserves for Taxes reflected in the Seller Financial Statements are adequate in all material respects for the periods covered. Seller and the Seller Subsidiaries have withheld or collected and paid over to the appropriate Governmental Authorities or are properly holding for such payment all Taxes required by law to be withheld or collected, except for such failures to withhold or collect as would not reasonably be expected to have a material adverse effect on Seller. There are no liens for Taxes upon the assets of Seller or any Seller Subsidiary, other than liens for current Taxes not yet due and payable and liens that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller. Neither Seller nor any Seller Subsidiary has agreed to make, or is required to make, any adjustment under Section 481(a) of the Code. Except as set forth in the Seller SEC Documents or in Section 3.01(m) of the Seller Disclosure Schedule, neither Seller nor any Seller Subsidiary is a party to any agreement, contract, arrangement or plan that has resulted, or could result, individually or in the aggregate, in the payment of excess parachute payments within the meaning of Section 280G of the Code. Except as set forth in Section 3.01(m) of the Seller Disclosure Schedule, neither Seller nor any Seller Subsidiary has ever been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code, other than an affiliated group of which Seller is or was the common buyer corporation. No Tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transactions contemplated by this Agreement.

(n) *Property and Title*. Section 3.01(n) of the Seller Disclosure Schedule lists and describes all real property, and any leasehold interest in real property, owned or held by Seller or the Seller Subsidiaries and used in the business of Seller and the Seller Subsidiaries (collectively, the **Seller Real Properties**). The Seller Real Properties constitute all of the material real property and interests in real property used in the businesses of Seller and the Seller Subsidiaries. Copies of all leases of Seller Real Properties to which Seller or any Seller Subsidiary is a party have been provided to Buyer. The leasehold interests subject to such leases have not been assigned or subleased. All Seller Real Properties which are owned by Seller or any Seller Subsidiary are free and clear of all mortgages, liens, security interests, defects, encumbrances, easements, restrictions, reservations, conditions, covenants, agreements, encroachments, rights of way and zoning laws, except (i) those set forth in Section 3.01(n) of the Seller Disclosure Schedule; (ii) easements, restrictions, reservations, conditions, covenants, rights of way, zoning laws and other defects and irregularities in title and encumbrances which do not materially impair the use thereof for the purposes for which they are held; (iii) the lien of current taxes not yet due and payable and (iv) other defects in title, easements, restrictive covenants and similar encumbrances that, individually or in the aggregate, would not have a material adverse effect on Seller. Seller and the Seller Subsidiaries own, and are in rightful possession of, and have good title to, all of the other material assets used by Seller or any Seller Subsidiary in the conduct of their respective businesses (except for such assets that are leased by Seller or any Seller Subsidiary), free and clear of any charge, mortgage, pledge, security interest, hypothecation, restriction, claim, option, lien, encumbrance or interest of any persons whatsoever except for (i) those described in Section 3.01(n) of the Seller Disclosure Schedule, (ii) those assets disposed of in the ordinary course of business consistent with past practices, (iii) such as are no longer used or useful in the conduct of its businesses and (iv) defects in title, easements, restrictive covenants and similar encumbrances that, individually or in the aggregate, would not have a material adverse effect on Seller. The assets of Seller and the Seller Subsidiaries, taken as a whole, are adequate to continue to conduct the businesses of Seller and the Seller Subsidiaries as such businesses are presently being conducted. To Seller s actual knowledge, there are no applicable laws, conditions of record, or other impediments that materially interfere with the intended use by Seller or the Seller Subsidiaries of any of the Seller Real Properties.

(o) *Legal Proceedings*. Except as set forth in the Seller Filed SEC Documents or Section 3.01(o) of the Seller Disclosure Schedule, there are no actions, suits, proceedings, claims or investigations pending or, to the knowledge of Seller and the Seller Subsidiaries, threatened in any court, before any Governmental Authority or in any arbitration proceeding (i) against Seller or any Seller Subsidiary

which, if adversely determined against Seller or any Seller Subsidiary, could have a material adverse effect on Seller or Seller Sub; or (ii) against or by Seller or any Seller Subsidiary which, if adversely determined against Seller or any Seller Subsidiary, could prevent the consummation of this Agreement or any of the transactions contemplated hereby or declare the same to be unlawful or cause the rescission thereof.

(p) *Regulatory Matters.* Except as disclosed (to the extent permitted by applicable law) in Section 3.01(p) of the Seller Disclosure Schedule, none of Seller, the Seller Subsidiaries and the respective properties of Seller and the Seller Subsidiaries is a party to or subject to any order, judgment, decree, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from, any court or Federal or state governmental agency or authority, including any such agency or authority charged with the supervision or regulation of financial institutions (or their holding companies) or issuers of securities or engaged in the insurance of deposits (including, without limitation, the Federal Reserve, the Department, the Kentucky Department of Financial Institutions, the FDIC, the FHLB, the SEC and The Nasdaq Stock Market LLC (the **Nasdaq**)) or the supervision or regulation of Seller or the Seller Subsidiaries (collectively, the **Regulatory Authorities**) that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on Seller. Neither Seller nor any Seller Subsidiary has been advised by any of the Regulatory Authorities that any of such Regulatory Authorities are contemplating issuing or requesting (or are considering the appropriateness of issuing or requesting) any such order, judgment, decree, agreement, memorandum of understanding, commitment letter, supervisory letter or similar submission that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on Seller. Seller Subsidiary is well-capitalized (as that term is defined in 12 C.F.R. 325.103(b)(1)).

(q) *No Conflict*. Except as disclosed in Section 3.01(q) of the Seller Disclosure Schedule and subject to the required adoption of this Agreement by the Required Seller Vote, the receipt of the required approvals of Regulatory Authorities and Governmental Authorities, the expiration of applicable regulatory waiting periods and the required filings under Federal and state securities laws, the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby by Seller and Seller Sub do not and will not (i) conflict with, or result in a violation of, or result in the breach of or a default (or which with notice or lapse of time would result in a default) under, any provision of: (A) any Federal, state or local law, regulation, ordinance, order, rule or administrative ruling of any administrative agency or commission or other Federal, state or local governmental authority or instrumentality (each, a **Governmental Authority**) applicable to Seller or Seller Sub or any of their respective properties; (B) the Articles of Incorporation or Bylaws of Seller, or the governing instruments of Seller Sub; (C) any material agreement, indenture or instrument to which Seller or Seller Sub is a party or by which it or its properties or assets may be bound; or (D) any order, judgment, writ, injunction or decree of any court, arbitration panel or any Governmental Authority applicable to Seller or Seller Sub, other than, in the case of clauses (A), (C) and (D), any such conflicts, violations, breaches or defaults that, individually or in the aggregate, would not have a material adverse effect on Seller; (ii) result in the creation or acceleration of any security interest, mortgage, option, claim, lien, charge or encumbrance upon or interest in any property of Seller or any of the Seller Subsidiaries, other than such security interests, mortgages, options, claims, liens, charges or encumbrances that, individually or in the aggregate, would not have a material adverse effect on Seller; or (iii) violate the terms or conditions of, or result in the cancellation, modification, revocation or suspension of, any material license, approval, certificate, permit or authorization held by Seller or any of the Seller Subsidiaries, other than such violations, cancellations, modifications, revocations or suspensions that, individually or in the aggregate, would not have a material adverse effect on Seller.

(r) *Brokers, Finders and Others*. Except for the fees paid or payable to Keefe, Bruyette & Woods, Inc., Seller s financial advisor (**Seller s Financial Advisor**), there are no fees or commissions of any sort whatsoever claimed by, or payable by Seller or Seller Sub to, any broker, finder, intermediary, or any

other similar person in connection with effecting this Agreement or the transactions contemplated hereby, except for ordinary and customary legal and accounting fees.

(s) *Employment Agreements*. Except as disclosed in Section 3.01(s) of the Seller Disclosure Schedule, neither Seller nor any Seller Subsidiary is a party to any employment, change in control, severance or consulting agreement not terminable at will by Seller or such Seller Subsidiary. Neither Seller nor any Seller Subsidiary is a party to, bound by or negotiating any collective bargaining agreement, nor are any of their respective employees represented by any labor union or similar organization. Seller and each Seller Subsidiary are in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, other than any noncompliance that, individually or in the aggregate, would not have a material adverse effect on Seller, and neither Seller nor any Seller Subsidiary has engaged in any unfair labor practice that would have a material adverse effect on Seller.

(t) *Employee Benefit Plans*.

(i) Section 3.01(t)(i) of the Seller Disclosure Schedule contains a complete and accurate list of all bonus, incentive, deferred compensation, pension (including, without limitation, Seller Pension Plans, as defined below), retirement, profit-sharing, thrift, savings, employee stock ownership, stock bonus, stock purchase, restricted stock, stock option (including, without limitation, the Seller Stock Plans), severance, welfare (including, without limitation, welfare plans within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (**ERISA**)), fringe benefit plans, employment, change in control, retention or severance agreements, consulting agreements or arrangements and all similar practices, policies and arrangements maintained or contributed to (currently or within the last six years) by (A) Seller or any Seller Subsidiary and in which any employee or former employee (the **Seller Employees**), consultant or former consultant (the **Seller Consultants**), officer or former officer (the **Seller Officers**), or director or former director (the **Seller Directors**) of Seller or any Seller Subsidiary participates or to which any such Seller Employees, Seller Consultants, Seller Officers or Seller Directors are parties or (B) any Seller ERISA Affiliate (as defined below) (collectively, the **Seller Compensation and Benefit Plans**). Notwithstanding the foregoing, the term Seller Compensation and Benefit Plans shall not include plans, funds, programs, policies, practices or procedures that are maintained or funded (A) by Seller Employees, Seller Consultants, Seller Officers or Seller Directors for their own benefit or for the benefit of their employees, such as individual retirement arrangements or plans described in Section 401(a) of the Code benefiting (or intended to benefit) themselves or persons who are not Seller Employees or (B) by persons or entities who are not Seller ERISA Affiliates (as defined below). Neither Seller nor any Seller Subsidiary has any commitment to create any additional Seller Compensation and Benefit Plan or to modify or change any existing Seller Compensation and Benefit Plan, except to the extent required by law and as otherwise contemplated by Section 6.02 of this Agreement.

(ii) Except in a manner that would not reasonably be expected to have a material adverse effect on Seller, each Seller Compensation and Benefit Plan has been operated and administered in accordance with its terms and with applicable law, including, but not limited to, ERISA, the Code, the Securities Act, the Exchange Act, the Age Discrimination in Employment Act of 1967 (the **Age Discrimination in Employment Act**), or any regulations or rules promulgated thereunder, and all filings, disclosures and

notices required by ERISA, the Code, the Securities Act, the Exchange Act, the Age Discrimination in Employment Act and any other applicable law have been timely made. Each Seller Compensation and Benefit Plan which is an employee pension benefit plan within the meaning of Section 3(2) of ERISA (a **Seller Pension Plan**) and which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter (including a determination that the related trust under such Seller Compensation and Benefit Plan is exempt from tax under Section 501(a) of the Code) from the IRS, or is in the form of a prototype or volume submitter plan that is the subject of a favorable

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opinion letter from the IRS upon which Seller is entitled to rely, and Seller is not aware of any circumstances likely to result in revocation of any such favorable determination letter or opinion letter. Each Seller Compensation and Benefit Plan that is a nonqualified deferred compensation plan (within the meaning of Section 409A(d)(1) of the Code) has been operated in compliance with Section 409A of the Code, IRS Notice 2005-1, Treasury Regulations issued under Section 409A of the Code, and any subsequent guidance relating thereto, and no additional tax under Section 409A(a)(1)(B) of the Code has been or is reasonably expected to be incurred by a participant in any such Seller Compensation and Benefit Plan. There is no material pending or, to the actual knowledge of Seller, threatened legal action, suit or claim relating to the Seller Compensation and Benefit Plans other than routine claims for benefits thereunder. Neither Seller nor any Seller Subsidiary has engaged in a transaction, or omitted to take any action, with respect to any Seller Compensation and Benefit Plan that would reasonably be expected to subject Seller or any Seller Subsidiary to a tax or penalty imposed by either Section 4975 of the Code or Section 502 of ERISA, assuming for purposes of Section 4975 of the Code that the taxable period of any such transaction expired as of the date hereof.

(iii) No liability (other than for payment of premiums to the Pension Benefit Guaranty Corporation (the **PBGC**) which have been made or will be made on a timely basis) under Title IV of ERISA has been or is expected to be incurred by Seller or any subsidiary of Seller with respect to any ongoing, frozen or terminated single-employer plan, within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or any single-employer plan of any entity (a **Seller ERISA Affiliate Plan**) which is considered one employer with Seller under Section 4001(a)(14) of ERISA or Section 414(b), (c) or (m) of the Code (a **Seller ERISA Affiliate**). During the six years prior to the Effective Time, none of Seller, any Seller Subsidiary nor any Seller ERISA Affiliate has contributed, or has been obligated to contribute, to a multiemployer plan under Subtitle E of Title IV of ERISA (as defined in ERISA Sections 3(37)(A) and 4001(a)(3)). No notice of a reportable event , within the meaning of Section 4043 of ERISA, for which the 30-day reporting requirement has not been waived, has been required to be filed for any Seller Compensation and Benefit Plan or by any Seller ERISA Affiliate Plan within the 12-month period ending on the date hereof, and no such notice will be required to be filed as a result of the transactions contemplated by this Agreement. The PBGC has not instituted proceedings to terminate any Seller Pension Plan or Seller ERISA Affiliate Plan and, to Seller s actual knowledge, no condition exists that presents a material risk that such proceedings will be instituted. There is no pending investigation or enforcement action by the PBGC, the Department of Labor (**DOL**), the IRS or any other Governmental Authority with respect to any Seller Compensation and Benefit Plan and, to Seller s actual knowledge, no such investigation or action is threatened or anticipated. Under each Seller Pension Plan and Seller ERISA Affiliate Plan, as of the date of the most recent actuarial valuation performed prior to the date of this Agreement, the actuarially determined present value of all benefit liabilities , within the meaning of Section 4001(a)(16) of ERISA (as determined on the basis of the actuarial assumptions contained in such actuarial valuation of such Seller Pension Plan or Seller ERISA Affiliate Plan), did not exceed the then current value of the assets of such Seller Pension Plan or Seller ERISA Affiliate Plan and since such date there has been neither an adverse change in the financial condition of such Seller Pension Plan or Seller ERISA Affiliate Plan nor any amendment or other change to such Seller Pension Plan or Seller ERISA Affiliate Plan that would increase the amount of benefits thereunder which reasonably could be expected to change such result and that, individually or in the aggregate, would have a material adverse effect on Seller.

(iv)

All contributions required to be made under the terms of any Seller Compensation and Benefit Plan or Seller ERISA Affiliate Plan or any employee benefit arrangements under any collective bargaining agreement to which Seller or any Seller Subsidiary is a party have been timely made or have been reflected on the Seller Financial Statements. Neither any Seller Pension Plan nor any Seller ERISA Affiliate Plan has an accumulated funding deficiency (whether or not waived)

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within the meaning of Section 412 of the Code or Section 302 of ERISA, and all required payments to the PBGC with respect to each Seller Pension Plan or Seller ERISA Affiliate Plan have been made on or before their due dates. None of Seller, any Seller Subsidiary nor any Seller ERISA Affiliate (x) has provided, or would reasonably be expected to be required to provide, security to any Seller Pension Plan or to any Seller ERISA Affiliate Plan pursuant to Section 401(a)(29) of the Code, and (y) has taken any action, or omitted to take any action, that has resulted, or would reasonably be expected to result, in the imposition of a lien under Section 412(n) of the Code or pursuant to ERISA that, individually or in the aggregate, would have a material adverse effect on Seller.

(v) Except as disclosed in Section 3.01(t)(v) of the Seller Disclosure Schedule, neither Seller nor any Seller Subsidiary has any obligations to provide retiree health benefits, life insurance or other retiree death benefits under any Seller Compensation and Benefit Plan, other than benefits mandated by Section 4980B of the Code or those derived from a Seller Pension Plan.

(vi) Seller and the Seller Subsidiaries do not maintain any foreign Seller Compensation and Benefit Plans.

(vii) With respect to each Seller Compensation and Benefit Plan, if applicable, Seller has provided or made available to Buyer, true and complete copies of the existing: (A) Seller Compensation and Benefit Plan documents and amendments thereto; (B) trust instruments and insurance contracts; (C) most recent actuarial report and financial statement; (D) most recent summary plan description; (E) forms filed with the PBGC within the past year (other than for premium payments); (F) most recent determination letter issued by the IRS; and (G) any Form 5310, Form 5310A, Form 5300 or Form 5330 filed within the past year with the IRS.

(viii) Except as disclosed on Section 3.01(t)(viii) of the Seller Disclosure Schedule, the consummation of the transactions contemplated by this Agreement would not, directly or indirectly (including, without limitation, as a result of any termination of employment prior to or following the Effective Time), reasonably be expected to (A) entitle any Seller Employee, Seller Consultant or Seller Director to any payment (including severance pay or similar compensation) or any increase in compensation, (B) result in the vesting or acceleration of any benefits under any Seller Compensation and Benefit Plan, or (C) result in any material increase in benefits payable under any Seller Compensation and Benefit Plan.

(ix) Except as disclosed on Section 3.01(t)(ix) of the Seller Disclosure Schedule, neither Seller nor any Seller Subsidiary maintains any compensation plans, programs or arrangements, the payments under which would not reasonably be expected to be deductible as a result of the limitations under Section 162(m) of the Code and the regulations issued thereunder.

(x) As a result, directly or indirectly, of the transactions contemplated by this Agreement (including, without limitation, as a result of any termination of employment prior to or following the Effective Time), except as disclosed on Section 3.01(t)(x) of the Seller Disclosure Schedule, none of Seller, Buyer or the Surviving Corporation, or any of their respective Subsidiaries, will be obligated to make a

payment that would be characterized as an excess parachute payment to an individual who is a disqualified individual (as such terms are defined in Section 280G of the Code) of Seller on a consolidated basis, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future.

(xi) Seller maintains a portion of the multi-employer plan known as The Pentegra Defined Benefit Plan for Financial Institutions (the **Pentegra Plan**). The Seller portion of the Pentegra Plan was amended effective March 1, 2002, to prevent any new participant from becoming eligible to participate in such plan. Effective March 1, 2003 the Pentegra Plan was further amended to prevent any then existing participant from accruing additional benefits under such Pentegra Plan.

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(xii) Seller maintains the Community Bank Shares of Indiana Inc. Affiliates Employees Pension Plan (the **Community Plan**). The Community Plan was amended effective August 31, 1997, to prevent any new participant from becoming eligible to participate in such plan and to prevent any then existing participant from accruing additional benefits under such Community Plan after August 31, 1997.

(u) *Compliance with Laws*. Except as set forth on Section 3.01(u) of the Seller Disclosure Schedule, or except with respect to Environmental Laws (as defined in Section 3.01(y)), Taxes, and Seller Compensation and Benefit Plans, which are the subject of Sections 3.01(y), 3.01(m), and 3.01(t), respectively, each of Seller and the Seller Subsidiaries:

(i) has been in compliance with all applicable Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such business, including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, the Community Reinvestment Act (the **CRA**), the Home Mortgage Disclosure Act, and all other applicable fair lending laws and other laws relating to discriminatory business practices, except for failures to be in compliance which, individually or in the aggregate, have not had or would not have a material adverse effect on Seller;

(ii) has all permits, licenses, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Governmental Authorities that are required in order to permit it to own or lease its properties and to conduct its business as presently conducted, including licensing of mortgage lenders and originators, except where the failure to obtain any of the foregoing or to make any such filing, application or registration has not had or would not have a material adverse effect on Seller; all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and to Seller s actual knowledge, no suspension or cancellation of any of them has been threatened in writing, except where such failure to have such permits, licenses, certificates of authority, orders and approvals in full force and effect, individually or in the aggregate, has not had or would not have a material adverse effect on Seller;

(iii) has received no written notification or communication from any Governmental Authority since January 1, 2014, (A) asserting that Seller or any Seller Subsidiary is not in compliance with any of the statutes, regulations or ordinances which such Governmental Authority enforces, except for failures to be in compliance that, individually or in the aggregate, would not have a material adverse effect on Seller, or (B) threatening to revoke any license, franchise, permit or governmental authorization, which revocations, individually or in the aggregate, would have a material adverse effect on Seller, which has not been resolved to the satisfaction of the Governmental Authority which sent such notification or communication. There is no event which has occurred that, to the actual knowledge of Seller, would result in the revocation of any such license, franchise, permit or governmental authorization and which would have a material adverse effect on Seller; and

(iv) Seller and the Seller Subsidiaries have been and are in compliance with (A) the applicable provisions of the Sarbanes-Oxley Act of 2002 and the related rules and regulations promulgated thereunder (the **Sarbanes-Oxley Act**) and (B) the applicable listing and corporate governance rules and regulations of

the Nasdaq, except where such non-compliance would not have a material adverse effect on Seller.

(v) *Insurance*.

(i) Section 3.01(v) of the Seller Disclosure Schedule lists all of the material insurance policies, binders or bonds maintained by Seller or any Seller Subsidiary and a description of all material claims filed by Seller or any Seller Subsidiary against the insurers of Seller and the Seller Subsidiaries since December 31, 2012. Seller and the Seller Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of Seller reasonably

has determined to be prudent in accordance with industry practices. All such insurance policies are in full force and effect, Seller and the Seller Subsidiaries are not in material default thereunder and all claims thereunder have been filed in due and timely fashion, except with respect to such policies and claims, the failure to maintain or file would not reasonably be expected to have a material adverse effect on Seller.

(ii) The savings accounts and deposits of Seller Sub are insured up to applicable limits by the FDIC in accordance with the Federal Deposit Insurance Act, and Seller Sub has appropriately accrued and paid all premiums and assessments and filed all reports required by the Federal Deposit Insurance Act, except for such failures as would not reasonably be expected to have a material adverse effect on Seller Sub or the availability of such insurance.

(w) *Governmental and Third-Party Proceedings*. Except as set forth on Section 3.01(w) of the Seller Disclosure Schedule no consent, approval, authorization of, or registration, declaration or filing with, any court, Governmental Authority or any other third party is required to be made or obtained by Seller or the Seller Subsidiaries in connection with the execution, delivery or performance by Seller or Seller Sub of this Agreement or the consummation by Seller or Seller Sub of the transactions contemplated hereby, except for: (A) filings of applications and notices, as applicable, with, and the approval of, certain Federal and state banking authorities, (B) the filing of the appropriate Articles of Merger with the West Virginia Secretary of State and the Indiana Secretary pursuant to the WVBCA and the IBCL, respectively, (C) the adoption of this Agreement by the shareholders of Seller, (D) the filing with the SEC of the Proxy Statement/Prospectus (as that term is defined in Section 7.06(a)) and such reports under the Exchange Act as may be required in connection with this Agreement, the Merger, the Bank Merger and the other transactions contemplated hereby, (E) any filings required under the rules and regulations of the Nasdaq, (F) any notice or filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the **HSR Act**), (G) such other consents, approvals, orders, authorizations, registrations, declarations and filings, the failure of which to be obtained or made, individually or in the aggregate, would not have a material adverse effect on Seller, and (H) receipt of the approvals set forth in Section 7.07. As of the date hereof, Seller does not have knowledge of any reason why the approvals set forth in Section 7.07 will not be received.

(x) *Contracts*. Except for Seller Contracts (as hereinafter defined) filed in unredacted form as exhibits to the Seller SEC Documents and purchase orders entered into in the ordinary course of business, Section 3.01(x) of the Seller Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of all Seller Contracts in existence as of the date of this Agreement (other than those which have been performed completely): (A) which involve the payment by or to Seller or any of the Seller Subsidiaries of more than $150,000 in connection with the purchase of property or goods or the performance of services and (B) which are not in the ordinary course of their respective businesses (such contracts, the **Seller Contracts**). True, complete and correct copies of all such Seller Contracts have been made available to Buyer. Neither Seller nor any Seller Subsidiary, nor, to the actual knowledge of Seller, any other party thereto, is in default under any contract, agreement, commitment, arrangement or other instrument to which it is a party, by which its respective assets, business or operations may be bound or affected in any way, or under which it or its respective assets, business or operations receive benefits, and there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute a default except, in each case, for defaults that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller.

(y) *Environmental Matters*. Except as otherwise disclosed in Section 3.01(y) of the Seller Disclosure Schedule: (i) Seller and the Seller Subsidiaries, to their actual knowledge, are and have been at all times in compliance in all material respects with all applicable Environmental Laws (as that term is defined in this Section 3.01(y)), and, to the actual knowledge of Seller, neither Seller nor any Seller Subsidiary has engaged in any activity in violation of any applicable Environmental Law except for failures to be in compliance that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller; (ii)(A) no investigations, inquiries, orders, hearings, actions or

other proceedings by or before any court or Governmental Authority are pending or, to the actual knowledge of Seller, have been threatened in connection with any of Seller s or any Seller Subsidiary s activities and any Seller Real Properties or improvements thereon with respect to compliance with applicable Environmental Laws, and (B) to the actual knowledge of Seller, no investigations, inquiries, orders, hearings, actions or other proceedings by or before any court or Governmental Authority are pending or threatened with respect to compliance with Environmental Laws and in connection with any real properties in respect of which any Seller Subsidiary has foreclosed or holds a mortgage or mortgages (hereinafter referred to as the **Seller Subsidiary Real Estate Collateral**); (iii) no claims are pending, or to the actual knowledge of Seller, threatened by any third party against Seller, any Seller Subsidiary or with respect to the Seller Real Properties or improvements thereon, or, to the actual knowledge of Seller, Seller Subsidiary Real Estate Collateral or improvements thereon, relating to damage, contribution, cost recovery, compensation, loss, injunctive relief, remediation or injury resulting from any Hazardous Substance (as that term is defined in this Section 3.01(y)) which have not been resolved to the satisfaction of the involved parties and which have had or are reasonably expected to have a material adverse effect on Seller or any Seller Subsidiary; (iv) to the actual knowledge of Seller, no Hazardous Substances have been integrated into the Seller Real Properties or improvements thereon or any component thereof, or Seller Subsidiary Real Estate Collateral or improvements thereon or any component thereof, in such manner or quantity as may reasonably be expected to pose a threat to human health or the value of the real property and improvements, except for threats that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller; and (v) neither Seller nor any Seller Subsidiary has actual knowledge that (A) any of the Seller Real Properties or improvements thereon, or Seller Subsidiary Real Estate Collateral or improvements thereon, has been used for the treatment, storage or disposal of Hazardous Substances or has been contaminated by Hazardous Substances in a manner or extent that would require investigation or remediation under any applicable Environmental Law, (B) any of the business operations of Seller or any Seller Subsidiary have contaminated lands, waters or other property of others with Hazardous Substances in a manner or extent that would require investigation or remediation under any applicable Environmental Law, or (C) any of the Seller Real Properties or improvements thereon, or Seller Subsidiary Real Estate Collateral or improvements thereon, have in the past or presently contain underground storage tanks, asbestos-containing materials or materials or equipment containing polychlorinated biphenyls (**PCBs**), which in any event would reasonably be expected to have a material adverse effect on Seller. Seller and the Seller Subsidiaries have delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller and the Seller Subsidiaries pertaining to Hazardous Substances in, at, on, under, about, or affecting (or potentially affecting) any Seller Real Properties, or concerning compliance by Seller and the Seller Subsidiaries or any other person for whose conduct they are or may be held responsible, with Environmental Laws.

For purposes of this Agreement, (i) **Environmental Law** means all laws that relate to the protection of the environment, natural resources, or public health and safety, or relating to the production, generation, use, storage, treatment, processing, transportation, disposal or release of Hazardous Substances, including the regulations promulgated thereunder, in each case as of the date of this Agreement, and (ii) **Hazardous Substances** means (A) any hazardous substance as defined by any Environmental Law, (B) any petroleum or other petroleum product and (C) any other materials or substances listed or identified in, or regulated by, any Environmental Law.

(z) *Takeover Laws; No Poison Pill.* Seller has taken all action required to be taken by it in order to exempt this Agreement and the transactions contemplated hereby from, and this Agreement and the transactions contemplated hereby are exempt from, the requirements of any moratorium , control share , fair price , affilia transaction , business combination or other anti-takeover laws or regulations of any state (collectively,

Takeover Laws) applicable to it, and any comparable provisions in the Articles of Incorporation or Bylaws of Seller or Seller Sub. Neither Seller nor Seller Sub is party to any Rights Agreement, Poison Pill or similar anti-takeover agreement.

(aa) *Seller Information*. True and complete copies of all documents listed in the Seller Disclosure Schedule have been made available or provided to Buyer. Except for the minutes and actions related to the process leading to this Agreement and the transactions contemplated hereunder, which have not yet been prepared, approved, executed and/or placed in Seller s corporate minute books, the corporate minute books, the books of account, stock record books and other financial and corporate records of Seller and the Seller Subsidiaries, all of which have been made available to Buyer, are complete and correct in all material respects.

(bb) *Ownership of Buyer Shares.* As of the date hereof, except as otherwise disclosed in Section 3.01(bb) of the Seller Disclosure Schedule, neither Seller nor, to the actual knowledge of Seller, any of its affiliates (as such term is defined under the Exchange Act), (i) beneficially owns, directly or indirectly, or (ii) is a party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, any Buyer Shares.

(cc) *Fairness Opinion*. The Seller Board has received the opinion (which, if initially rendered verbally, has been or will be confirmed by a written opinion, dated the same date) of Seller s Financial Advisor dated as of the date of such opinion and based upon and subject to the factors, assumptions and limitations set forth therein, to the effect that the Merger Consideration is fair, from a financial point of view, to Seller s common shareholders.

(dd) *CRA Compliance*. Neither Seller nor any Seller Subsidiary has received any notice of non-compliance with the applicable provisions of the CRA and the regulations promulgated thereunder. As of the date hereof, Seller Sub s most recent examination rating under the CRA was satisfactory or better. Seller knows of no fact or circumstance or set of facts or circumstances which would be reasonably likely to cause Seller or any Seller Subsidiary to receive any notice of non-compliance with such provisions of the CRA or cause the CRA rating of Seller or any Seller Subsidiary to decrease below the satisfactory level.

(ee) *Intellectual Property Rights*. Seller and the Seller Subsidiaries own or possess all legal rights, or are licensed or otherwise have the right to use, all proprietary rights, including, without limitation, trademarks, trade names, service marks and copyrights, if any, that are material to the conduct of their existing businesses. Section 3.01(ee) of the Seller Disclosure Schedule sets forth all proprietary rights that are material to the conduct of business of Seller or the Seller Subsidiaries. Neither Seller nor any Seller Subsidiary is bound by or a party to any options, licenses or agreements of any kind with respect to any trademarks, service marks or trade names which it claims to own. Neither Seller nor any Seller Subsidiary has received any communications alleging that any of them has violated any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or any other proprietary rights of any other person or entity.

(ff) *Privacy of Customer Information*. Seller is the sole owner or, in the case of participated loans, a co-owner with the other participant(s), of all individually identifiable personal information (**IIPI**) relating to customers, former customers and prospective customers that will be transferred to Buyer pursuant to this Agreement and the other transactions contemplated hereby. For purposes of this Section 3.01(ff), IIPI shall include any information relating to an identified or identifiable natural person. Neither Seller nor the Seller Subsidiaries have any reason to believe that any facts or circumstances exist, which would cause the collection and use of such IIPI by Seller, the transfer of such IIPI to Buyer, and the use of such IIPI by Buyer

as contemplated by this Agreement not to comply with all applicable privacy policies, the Fair Credit Reporting Act of 1970, as amended (the **Fair Credit Reporting Act**), the Gramm-Leach-Bliley Act of 1999 (the **Gramm-Leach-Bliley Act**) and all other applicable state, Federal and foreign privacy laws, and any contract or industry standard relating to privacy.

(gg) *Bank Secrecy Act; Patriot Act; Money Laundering*. Except as set forth in Section 3.01(gg) of the Seller Disclosure Schedule, neither Seller nor any Seller Subsidiary has any reason to believe that any facts or circumstances exist, which would cause Seller or the Seller Subsidiaries to be deemed to be operating

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in violation in any material respect of the Bank Secrecy Act of 1970, as amended and its implementing regulations (31 C.F.R. Part 103) (the **Bank Secrecy Act**), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended, and the regulations promulgated thereunder (the **Patriot Act**), any order issued with respect to anti-money laundering by the United States Department of the Treasury s Office of Foreign Assets Control, or any other applicable anti-money laundering law. Furthermore, the Board of Directors of Seller Sub has adopted and Seller Sub has implemented an anti-money laundering program that contains adequate and appropriate customer identification verification procedures, that has not been deemed ineffective by any Governmental Authority and that meets the requirements of Sections 352 and 326 of the Patriot Act.

(hh) *Investment Management and Related Activities*. None of Seller, any of the Seller Subsidiaries or Seller s or the Seller Subsidiaries respective directors, officers or employees is required to be registered, licensed or authorized under the laws or regulations issued by any Governmental Authority as an investment adviser, a broker or dealer, an insurance agency or company, a commodity trading adviser, a commodity pool operator, a futures commission merchant, an introducing broker, a registered representative or associated person, a counseling officer, an insurance agent, a sales person or in any similar capacity with a Governmental Authority.

(ii) *Vote Required.* The only vote of the holders of any class or series of capital stock or other securities of Seller necessary to adopt this Agreement or consummate the other transactions contemplated hereby is the affirmative vote of a majority of the votes entitled to be cast (the **Required Seller Vote**).

(jj) *No Other Representations or Warranties*.

(i) Except for the representations and warranties contained in this Article Three, none of Seller, Seller Sub, Seller s Financial Advisors, attorneys or representatives, or any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller or Seller Sub, including any representation or warranty as to the accuracy or completeness of any information regarding Seller or Seller Sub furnished or made available to Buyer (including any information, documents or material made available to Buyer in the data room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of Seller or Seller Sub or any representation or warranty arising from statute or otherwise in law.

(ii) Seller and Seller Sub acknowledge and agree that they have relied solely upon their own independent investigation and counsel before deciding to enter into this Agreement and the Merger and that none of Buyer, Buyer Sub, Buyer s Financial Advisors, attorneys or representatives, or any other person has made or is making any express or implied representation or warranty other than those contained in Article Four.

ARTICLE FOUR

REPRESENTATIONS AND WARRANTIES OF BUYER AND BUYER SUB

4.01. ***Representations and Warranties of Buyer and Buyer Sub***

Except as set forth on the Buyer Disclosure Schedule (with specific reference to the Section or Subsection of this Agreement to which the information stated in such disclosure relates, provided that any fact, item, contract, agreement, document or instrument listed or described, and any information disclosed, in any Section or Subsection thereof shall be deemed listed, described, and disclosed in all other applicable Sections and Subsections even though not expressly set forth in such other Section(s) or subsections(s)), Buyer and Buyer Sub hereby jointly and severally warrant and represent to Seller and Seller Sub that:

(a) *Corporate Status*.

(i) Buyer is a West Virginia corporation and a bank holding company registered under the BHC Act. Buyer Sub is a West Virginia banking corporation whose deposits are insured by the FDIC to the fullest extent permitted by applicable law. Buyer Sub is a member in good standing of the Federal Home Loan Bank of Pittsburgh. Each of Buyer and Buyer Sub is duly organized, validly existing and in good standing under the laws of the state of its incorporation and has the full corporate power and authority to own its property, to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing in each other jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except where the failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer. Buyer has made available to Seller true and complete copies of its and Buyer Sub s articles of incorporation and bylaws, each as amended to the date of this Agreement.

(ii) Section 4.01(a)(ii) of the Buyer Disclosure Schedule includes a list of all Buyer Subsidiaries, together with the jurisdiction of organization of each Buyer Subsidiary. Each of the Buyer Subsidiaries has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification necessary, other than where the failure to be so organized, existing, qualified or licensed or in good standing, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer.

(b) *Corporate Authority*. All corporate actions of Buyer and Buyer Sub necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, in each case by Buyer and Buyer Sub, have been duly and validly taken and subject, in the case of the consummation of the Merger and the Bank Merger, to the filing and recordation of Articles of Merger as required by the IBCL and the WVBCA. The Board of Directors of Buyer has duly adopted resolutions (i) approving this Agreement, the Merger, the Bank Merger and the other transactions contemplated hereby and (ii) declaring that it is in the best interests of Buyer and Buyer s shareholders that Buyer enter into this Agreement and consummate the Merger and the Bank Merger on the terms and subject to the conditions set forth in this Agreement. The Board of Directors of Buyer Sub has duly adopted resolutions (i) approving this Agreement, the Bank Merger and the other transactions contemplated hereby and (ii) declaring that it is in the best interests of Buyer Sub and Buyer Sub s sole shareholder that Buyer Sub enter into this Agreement.

(c) *Capitalization of Buyer*.

(i) As of April 22, 2016, the authorized capital stock of Buyer consisted of 100,000,000 common shares, $2.0833 par value per share, of which 38,362,534 common shares were issued and outstanding and 183,508 common shares were held in treasury by Buyer, and 1,000,000 preferred shares, no par value per share, of which no shares were outstanding. The outstanding Buyer Shares have been duly authorized and are validly issued, fully paid and non-assessable, and were not issued in violation of the preemptive rights of any person. As of April 22, 2016, 266,550 Buyer Shares were reserved for issuance upon the exercise of outstanding stock options granted under Buyer s stock option plans (the **Buyer Stock Option Plans**) and 288,541 Buyer Shares were available for future grants of stock

options under the Buyer Stock Option Plans. As of the date of this Agreement, except for the Buyer Shares issuable pursuant to this Agreement and as disclosed in Section 4.01(c) of the Buyer Disclosure Schedule, Buyer has no other commitment or obligation to issue, deliver or sell, or cause to be issued, delivered or sold, any Buyer Shares. There are no bonds, debentures, notes or other indebtedness of Buyer, and no securities or other instruments or obligations of Buyer the value of which is in any way based upon or derived from any capital or voting stock of Buyer, having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of Buyer may vote. Except as set forth above, as of the date of this Agreement, there are no material contracts,

agreements, commitments or arrangements of any kind to which Buyer is a party or by which Buyer is bound (collectively, **Buyer Contracts**) obligating Buyer to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of, or other equity or voting interests in, or securities convertible into, or exchangeable or exercisable for, shares of capital stock of, or other equity or voting interests in, Buyer. As of the date of this Agreement, there are no outstanding material contractual obligations of Buyer to repurchase, redeem or otherwise acquire any shares of capital stock of, or other equity or voting interests in, Buyer.

(ii) The Buyer Shares to be issued in exchange for Seller Shares in the Merger, when issued in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and non-assessable, will not be subject to any preemptive or other statutory right of Buyer stockholders and will be issued in compliance with applicable United States Federal and state securities laws.

(d) *Authorized and Effective Agreement*. This Agreement has been duly executed and delivered by Buyer and Buyer Sub, and assuming the due authorization, execution and delivery by Seller and Seller Sub, constitutes the legal, valid and binding obligation of Buyer and Buyer Sub, enforceable against Buyer and Buyer Sub in accordance with its terms, except as the same may be limited by laws related to safety and soundness of insured depository institutions as set forth in 12 U.S.C. §1818(b), the appointment of a conservator, bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting the enforcement of creditors rights generally, by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing. Each of Buyer and Buyer Sub has the right, power, authority and capacity to execute and deliver this Agreement and, subject to the expiration of applicable regulatory waiting periods, and required filings under Federal and state securities laws, to perform its obligations under this Agreement.

(e) *No Conflict*. Except as disclosed in Section 4.01(e) of the Buyer Disclosure Schedule and subject to the receipt of the required approvals of Regulatory Authorities and Governmental Authorities, the expiration of applicable regulatory waiting periods, the adoption of this Agreement by the Required Seller Vote and required filings under Federal and state securities laws, the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated by this Agreement by Buyer and Buyer Sub do not and will not (i) conflict with, or result in a violation of, or result in the breach of or a default (or which with notice or lapse of time would result in a default) under, any provision of: (A) any Federal, state or local law, regulation, ordinance, order, rule or administrative ruling of any Governmental Authority applicable to Buyer or Buyer Sub or any of its or their properties; (B) the articles of incorporation or bylaws of Buyer or Buyer Sub; (C) any material agreement, indenture or instrument to which Buyer or Buyer Sub is a party or by which it or their properties or assets may be bound; or (D) any order, judgment, writ, injunction or decree of any court, arbitration panel or any Governmental Authority applicable to Buyer or Buyer Sub; (ii) result in the creation or acceleration of any security interest, mortgage, option, claim, lien, charge or encumbrance upon or interest in any property of Buyer or Buyer Subsidiaries, other than such security interests, mortgages, options, claims, liens, charges or encumbrances that, individually or in the aggregate, would not have a material adverse effect on Buyer; or (iii) violate the terms or conditions of, or result in the cancellation, modification, revocation or suspension of, any material license, approval, certificate, permit or authorization held by Buyer or any of the Buyer Subsidiaries, other than such violations, cancellations, modifications, revocations or suspensions that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer.

(f) *SEC Filings; Sarbanes Oxley*.

(i) Buyer and the Buyer Subsidiaries have filed all reports, registration statements, proxy statements and information statements required to be filed by Buyer or any of the Buyer Subsidiaries subsequent to December 31, 2012 under the Securities Act or under Sections 13(a), 13(c), 14 and

15(d) of the Exchange Act with the SEC (together with all information incorporated therein by reference, the **Buyer SEC Documents**), except for any reports, registration statements, proxy statements or information statements the failure to file which would not have a material adverse effect on Buyer. All such filings, at the time of filing, complied in all material respects as to form and included all exhibits required to be filed under the applicable rules of the SEC. None of such documents, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(ii) The records, systems, controls, data and information of Buyer and the Buyer Subsidiaries are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of Buyer or the Buyer Subsidiaries or accountants (including all means of access thereto and therefrom), except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a material adverse effect on Buyer. Buyer (x) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) to ensure that material information relating to Buyer, including its consolidated Subsidiaries, is made known to the chief executive officer and the chief financial officer of Buyer by others within those entities, and (y) has disclosed, based on its most recent evaluation prior to the date hereof, to Buyer s outside auditors and the audit committee of Buyer s Board of Directors (i) any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect Buyer s ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Buyer s internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). These disclosures were made in writing by management to Buyer s auditors and audit committee and a copy has previously been made available to Seller. As of the date hereof, there is no reason to believe that Buyer s outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(iii) Since December 31, 2012, (i) through the date hereof, neither Buyer nor any of the Buyer Subsidiaries has received or otherwise had or obtained actual knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Buyer or any of the Buyer Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Buyer or any of the Buyer Subsidiaries has engaged in questionable accounting or auditing practices, and (ii) no attorney representing Buyer or any of the Buyer Subsidiaries, whether or not employed by Buyer or any of the Buyer Subsidiaries, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by Buyer or any of its officers, directors, employees or agents to the Board of Directors of Buyer or any committee thereof or to any director or officer of Buyer.

(iv) The independent registered public accounting firm engaged to express its opinion with respect to the Buyer Financial Statements (as hereinafter defined) included in the Buyer Filed SEC Documents (as defined in Section 4.01(l)) is, and has been throughout the periods covered thereby, independent within

the meaning of Rule 2-01 of Regulation S-X. Ernst & Young LLP has not resigned or been dismissed as an independent public accountant of Buyer as a result of or in connection with any disagreement with Buyer on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure.

(g) *Financial Statements of Buyer*. Buyer has furnished to Seller consolidated financial statements of Buyer consisting of the consolidated balance sheets as of December 31 for each of the years 2014 and

2015 and the related consolidated statements of income, changes in shareholders equity and cash flows for the three years ended December 31, 2015 (the **Buyer Balance Sheet Date**), including accompanying notes and the report thereon of Ernst & Young LLP dated February 26, 2016, as reported in Buyer s Annual Report on Form 10-K for the year ended December 31, 2015 (collectively, all of such consolidated financial statements are referred to as the **Buyer Financial Statements**). The Buyer Financial Statements comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position of Buyer and the Buyer Subsidiaries as of the dates thereof and their respective consolidated results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

(h) *Takeover Laws*. Buyer has taken all action required to be taken by it in order to exempt this Agreement and the transactions contemplated hereby from, and this Agreement and the transactions contemplated hereby are exempt from, the requirements of any Takeover Laws or regulations of any state applicable to it.

(i) *Brokers, Finders and Others*. Except for the fees paid or payable to Raymond James & Associates, Inc., Buyer s financial advisor (**Buyer s Financial Advisor**), there are no fees or commissions of any sort whatsoever claimed by, or payable by Buyer or Buyer Sub to, any broker, finder, intermediary or any other similar person in connection with effecting this Agreement or the transactions contemplated hereby, except for ordinary and customary legal and accounting fees.

(j) *Fairness Opinion*. The Board of Directors of Buyer has received the opinion of Buyer s Financial Advisor dated April 28, 2016 to the effect that the Merger Consideration is fair, from a financial point of view, to Buyer.

(k) *Governmental and Third-Party Proceedings*. No consent, approval, authorization of, or registration, declaration or filing with, any court, Governmental Authority or any other third party is required to be made or obtained by Buyer or the Buyer Subsidiaries in connection with the execution, delivery or performance by Buyer or Buyer Sub of this Agreement or the consummation by Buyer or Buyer Sub of the transactions contemplated hereby, except for: (A) filings of applications and notices, as applicable, with, and the approval of, certain Federal and state banking authorities, (B) the filing of the appropriate Articles of Merger with the West Virginia Secretary of State and the Indiana Secretary pursuant to the WVBCA and the IBCL, respectively, (C) the adoption of this Agreement by the shareholders of Seller, (D) the filing with the SEC of the Proxy Statement/Prospectus and such reports under the Exchange Act as may be required in connection with this Agreement, the Merger and the other transactions contemplated hereby, (E) any filings required under the rules and regulations of the Nasdaq, (F) any notice or filings under the HSR Act, (G) such other consents, approvals, orders, authorizations, registrations, declarations and filings, the failure of which to be obtained or made, individually or in the aggregate, would not have a material adverse effect on Seller, and (H) receipt of the approvals set forth in Section 7.07. As of the date hereof, Buyer does not have actual knowledge of any reason why the approvals set forth in Section 7.07 will not be received.

(l) *Absence of Undisclosed Liabilities*. Except as set forth in the Buyer SEC Documents filed and publicly available prior to the date of this Agreement (the **Buyer Filed SEC Documents**) (including the financial statements included therein) or in Section 4.01(l) of the Buyer Disclosure Schedule and except as arising hereunder, Buyer and its subsidiaries (individually **Buyer Subsidiary** or collectively **Buyer Subsidiaries**) have no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) at December 31, 2015, other than liabilities and obligations that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer. Except as set forth in the Buyer Filed SEC Documents or otherwise disclosed in Section 4.01(l)

of the Buyer Disclosure Schedule, all debts, liabilities, guarantees and obligations of Buyer and the Buyer Subsidiaries incurred since the Buyer Balance Sheet Date have been incurred in the ordinary course of business and are usual and normal in amount, both individually and in the aggregate.

(m) *Absence of Changes*. Except (i) as set forth in the Buyer Filed SEC Documents, (ii) as set forth in Section 4.01(m) of the Buyer Disclosure Schedule, or (iii) in the ordinary course of business consistent with past practice, since the Buyer Balance Sheet Date, there has not been any material adverse change in the business, operations, assets or financial condition of Buyer and the Buyer Subsidiaries taken as a whole, and, to the actual knowledge of Buyer, no fact or condition exists which Buyer believes will cause such a material adverse change in the future.

(n) *Loan Documentation*. The Loan Documentation and Loan Assets included in the loan portfolio of the Buyer Subsidiaries is legally sufficient for the purposes intended thereby and creates enforceable rights of the Buyer Subsidiaries in accordance in all material respects with the terms of such Loan Documentation, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting the enforcement of creditors rights generally, by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing, except for such insufficiencies as would not have a material adverse effect on Buyer. Except as set forth in Section 4.01(n) of the Buyer Disclosure Schedule, no debtor under any of the Loan Documentation has asserted as of the date hereof any claim or defense with respect to the subject matter thereof, which claim or defense, if determined adversely to Buyer, would have a material adverse effect on Buyer. All loans and extensions of credit that have been made by the Buyer Subsidiaries comply in all material respects with applicable regulatory limitations and procedures.

(o) *Loans; Nonperforming and Classified Assets*.

(i) To Buyer s knowledge, except as would not reasonably be expected to have a material adverse effect on Buyer, each Loan on Buyer s or any Buyer Subsidiary s books and records, was made and has been serviced in accordance with Buyer s lending standards in the ordinary course of business; is evidenced by appropriate and sufficient documentation; to the extent secured, has been secured by valid liens and security interests which have been perfected; and constitutes the legal, valid and binding obligation of the obligor named therein, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting the enforcement of creditors rights generally, and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law). Buyer has previously made available to Seller complete and correct copies of its and the Buyer Subsidiaries lending policies. The deposit and loan agreements of Buyer and the Buyer Subsidiaries comply in all material respects with all applicable laws, rules and regulations. The allowance for loan losses reflected in the Buyer SEC Documents and financial statements filed therewith, as of their respective dates, is adequate under all regulatory requirements applicable to Buyer or Buyer Sub.

(ii) Section 4.01(o) of the Buyer Disclosure Schedule discloses as of March 31, 2016 with respect to Buyer and the Buyer Subsidiaries: (A) any Loan in the amount of $1,000,000 (**Buyer Loans**) under the terms

of which the obligor is sixty (60) or more days delinquent in payment of principal or interest, or to the actual knowledge of Buyer, in default of any other provision thereof; (B) each Classified Loan of Buyer, the Buyer Subsidiaries or a Governmental Authority in the amount of $1,000,000 (**Buyer Classified Loans**); (C) a listing of the real estate owned, acquired by foreclosure or by deed in-lieu thereof, including the book value thereof; and (D) each Buyer Loan with any director, executive officer or five percent (5%) or greater shareholder of Buyer, or to the actual knowledge of Buyer, any person controlling, controlled by or under common control with any of the foregoing. All Insider Transactions have been made by Buyer or any of the Buyer Subsidiaries in an arms-length manner made on substantially the same terms, including interest

rates and collateral, as those prevailing at the time for comparable transactions with other persons and do not involve more than normal risk of collectability or present other unfavorable features.

(p) *Reports and Records*. Buyer and the Buyer Subsidiaries have filed all reports and maintained all records required to be filed or maintained by them under the rules and regulations of the Federal Reserve, the FDIC and the West Virginia Division of Banking, except for such reports and records the failure to file or maintain would not have a material adverse effect on Buyer. All such documents and reports complied in all material respects with applicable requirements of law and rules and regulations in effect at the time such documents and reports were filed and contained in all material respects the information required to be stated therein, except for such documents and records the failure to comply with such laws, rules and regulations or contain such information would not reasonably be expected to have a material adverse effect on Buyer. None of such documents or reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, other than such reports and documents which the failure to file in such fashion would not reasonably be expected to have a material adverse effect on Buyer. There is no material unresolved violation, criticism or exception by any Governmental Authority or Regulatory Authority with respect to any report or letter relating to any examinations of Buyer or any of the Buyer Subsidiaries.

(q) *Taxes*. Except as set forth in Section 4.01(q) of the Buyer Disclosure Schedule, Buyer and the Buyer Subsidiaries have timely filed all material Tax Returns with respect to all material Taxes required to be filed with the appropriate tax authority through the date of this Agreement. Such Tax Returns are true, correct and complete in all material respects. Buyer and the Buyer Subsidiaries have paid and discharged all Taxes shown as due on such Tax Returns, other than such Taxes that are adequately reserved as shown on the Buyer Financial Statements or have arisen in the ordinary course of business since the Buyer Balance Sheet Date. Except as set forth in Section 4.01(q) of the Buyer Disclosure Schedule, neither the IRS nor any other taxing agency or authority, domestic or foreign, has asserted, is now asserting or, to the actual knowledge of Buyer, is threatening to assert against Buyer or any Buyer Subsidiary any deficiency or claim for additional Taxes. There are no unexpired waivers by Buyer or any Buyer Subsidiary of any statute of limitations with respect to Taxes. The accruals and reserves for Taxes reflected in the Buyer Financial Statements are adequate in all material respects for the periods covered. Buyer and the Buyer Subsidiaries have withheld or collected and paid over to the appropriate Governmental Authorities or are properly holding for such payment all Taxes required by law to be withheld or collected, except for such failures to withhold or collect as would not reasonably be expected to have a material adverse effect on Buyer. There are no liens for Taxes upon the assets of Buyer or any Buyer Subsidiary, other than liens for current Taxes not yet due and payable and liens that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer. Neither Buyer nor any Buyer Subsidiary has agreed to make, or is required to make, any adjustment under Section 481(a) of the Code. Except as set forth in the Buyer SEC Documents or in Section 4.01(q) of the Buyer Disclosure Schedule, neither Buyer nor any Buyer Subsidiary is a party to any agreement, contract, arrangement or plan that has resulted, or could result, individually or in the aggregate, in the payment of excess parachute payments within the meaning of Section 280G of the Code. Neither Buyer nor any Buyer Subsidiary has ever been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code, other than an affiliated group of which Buyer is or was the common buyer corporation. No Tax is required to be withheld pursuant to Section 1445 of the Code as a result of the transactions contemplated by this Agreement.

(r) *Legal Proceedings*. Except as set forth in the Buyer Filed SEC Documents or Section 4.01(r) of the Buyer Disclosure Schedule, there are no actions, suits, proceedings, claims or investigations pending or, to the knowledge of Buyer and the Buyer Subsidiaries, threatened in any court, before any Governmental Authority or in any arbitration proceeding (i) against Buyer or any Buyer Subsidiary which, if adversely determined against Buyer or any Buyer Subsidiary, could have a material adverse

effect on Buyer; or (ii) against or by Buyer or any Buyer Subsidiary which, if adversely determined against Buyer or any Buyer Subsidiary, could prevent the consummation of this Agreement or any of the transactions contemplated hereby or declare the same to be unlawful or cause the rescission thereof.

(s) *Regulatory Matters.* Except as set forth in Section 4.01(s) of the Buyer Disclosure Schedule (to the extent permitted by applicable law), none of Buyer, the Buyer Subsidiaries and the respective properties of Buyer and the Buyer Subsidiaries is a party to or subject to any order, judgment, decree, agreement, memorandum of understanding or similar arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from, any Regulatory Authorities that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Buyer. Neither Buyer nor any Buyer Subsidiary has been advised by any Regulatory Authority that such Regulatory Authority is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any such order, judgment, decree, agreement, memorandum of understanding, commitment letter, supervisory letter or similar submission that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on Buyer. Buyer and Buyer Bank are, and at the time of the Merger will be, well capitalized as such term is defined in Regulation Y.

(t) *Employee Benefit Plans.*

(i) Section 4.01(t)(i) of the Buyer Disclosure Schedule contains a complete and accurate list of all bonus, incentive, deferred compensation, pension (including, without limitation, Buyer Pension Plans, as defined below), retirement, profit-sharing, thrift, savings, employee stock ownership, stock bonus, stock purchase, restricted stock, stock option, severance, welfare (including, without limitation, welfare plans within the meaning of Section 3(1) of ERISA, fringe benefit plans, employment, change in control, retention or severance agreements, consulting agreements or arrangements and all similar practices, policies and arrangements maintained or contributed to (currently or within the last two years) by (A) Buyer or any Buyer Subsidiary and in which any employee or former employee (the **Buyer Employees**), consultant or former consultant (the **Buyer Consultants**), officer or former officer (the **Buyer Officers**), or director or former director (the **Buyer Directors**) of Buyer or any Buyer Subsidiary participates or to which any such Buyer Employees, Buyer Consultants, Buyer Officers or Buyer Directors are parties or (B) any Buyer ERISA Affiliate (as defined below) (collectively, the **Buyer Compensation and Benefit Plans**). Neither Buyer nor any Buyer Subsidiary has any commitment to create any additional Buyer Compensation and Benefit Plan or to modify or change any existing Buyer Compensation and Benefit Plan, except to the extent required by law and as otherwise contemplated by Sections 6.02 and 7.02 of this Agreement.

(ii) Except in a manner that would not reasonably be expected to have a material adverse effect on Buyer, each Buyer Compensation and Benefit Plan has been operated and administered in accordance with its terms and with applicable law, including, but not limited to, ERISA, the Code, the Securities Act, the Exchange Act, the Age Discrimination in Employment Act, or any regulations or rules promulgated thereunder, and all filings, disclosures and notices required by ERISA, the Code, the Securities Act, the Exchange Act, the Age Discrimination in Employment Act and any other applicable law have been timely made. Each Buyer Compensation and Benefit Plan which is an employee pension benefit plan within the meaning of Section 3(2) of ERISA (a **Buyer Pension Plan**) and which is intended to be

qualified under Section 401(a) of the Code has received a favorable determination letter (including a determination that the related trust under such Buyer Compensation and Benefit Plan is exempt from tax under Section 501(a) of the Code) from the IRS and Buyer is not aware of any circumstances likely to result in revocation of any such favorable determination letter. Each Buyer Compensation and Benefit Plan that is a nonqualified deferred compensation plan (within the meaning of Section 409A(d)(1) of the Code) has been operated in compliance with Section 409A of the Code, IRS Notice 2005-1, Treasury Regulations issued under Section 409A of the Code, and any subsequent guidance relating thereto, and no additional tax under Section 409A(a)(1)(B) of the Code has been or is

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reasonably expected to be incurred by a participant in any such Buyer Compensation and Benefit Plan. There is no material pending or, to the actual knowledge of Buyer, threatened legal action, suit or claim relating to the Buyer Compensation and Benefit Plans other than routine claims for benefits thereunder. Neither Buyer nor any Buyer Subsidiary has engaged in a transaction, or omitted to take any action, with respect to any Buyer Compensation and Benefit Plan that would reasonably be expected to subject Buyer or any Buyer Subsidiary to a tax or penalty imposed by either Section 4975 of the Code or Section 502 of ERISA, assuming for purposes of Section 4975 of the Code that the taxable period of any such transaction expired as of the date hereof.

(iii) No liability (other than for payment of premiums to the PBGC which have been made or will be made on a timely basis) under Title IV of ERISA has been or is expected to be incurred by Buyer or any subsidiary of Buyer with respect to any ongoing, frozen or terminated single-employer plan, within the meaning of Section 4001(a)(15) of ERISA, currently or formerly maintained by any of them, or any single-employer plan of any entity (a **Buyer ERISA Affiliate Plan**) which is considered one employer with Buyer under Section 4001(a)(14) of ERISA or Section 414(b), (c) or (m) of the Code (a **Buyer ERISA Affiliate**). None of Buyer, any Buyer Subsidiary or any Buyer ERISA Affiliate has contributed, or has been obligated to contribute, to a multi-employer plan under Subtitle E of Title IV of ERISA (as defined in ERISA Sections 3(37)(A) and 4001(a)(3)) at any time since September 26, 1980. No notice of a reportable event , within the meaning of Section 4043 of ERISA, for which the 30-day reporting requirement has not been waived, has been required to be filed for any Buyer Compensation and Benefit Plan or by any Buyer ERISA Affiliate Plan within the 12-month period ending on the date hereof, and no such notice will be required to be filed as a result of the transactions contemplated by this Agreement. The PBGC has not instituted proceedings to terminate any Buyer Pension Plan or Buyer ERISA Affiliate Plan and, to Buyer s actual knowledge, no condition exists that presents a material risk that such proceedings will be instituted. There is no pending investigation or enforcement action by the PBGC, the DOL, the IRS or any other Governmental Authority with respect to any Buyer Compensation and Benefit Plan. Except as disclosed in Section 4.01(s)(iii) of the Buyer Disclosure Schedule, under each Buyer Pension Plan and Buyer ERISA Affiliate Plan, as of the date of the most recent actuarial valuation performed prior to the date of this Agreement, the actuarially determined present value of all benefit liabilities , within the meaning of Section 4001(a)(16) of ERISA (as determined on the basis of the actuarial assumptions contained in such actuarial valuation of such Buyer Pension Plan or Buyer ERISA Affiliate Plan), did not exceed the then current value of the assets of such Buyer Pension Plan or Buyer ERISA Affiliate Plan and since such date there has been neither an adverse change in the financial condition of such Buyer Pension Plan or Buyer ERISA Affiliate Plan nor any amendment or other change to such Buyer Pension Plan or Buyer ERISA Affiliate Plan that would increase the amount of benefits thereunder which reasonably could be expected to change such result and that, individually or in the aggregate, would have a material adverse effect on Buyer.

(iv) All contributions required to be made under the terms of any Buyer Compensation and Benefit Plan or Buyer ERISA Affiliate Plan or any employee benefit arrangements under any collective bargaining agreement to which Buyer or any Buyer Subsidiary is a party have been timely made or have been reflected on the Buyer Financial Statements. Neither any Buyer Pension Plan nor any Buyer ERISA Affiliate Plan has an accumulated funding deficiency (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and all required payments to the PBGC with respect to each Buyer Pension Plan and each Buyer ERISA Affiliate Plan have been made on or before their due dates. None of Buyer, any Buyer Subsidiary nor any Buyer ERISA Affiliate (x) has provided, or

would reasonably be expected to be required to provide, security to any Buyer Pension Plan or to any Buyer ERISA Affiliate Plan pursuant to Section 401(a)(29) of the Code, and (y) has taken any action, or omitted to take any action, that has resulted, or would reasonably be expected to result, in the imposition of a lien under

Section 412(n) of the Code or pursuant to ERISA that, individually or in the aggregate, would have a material adverse effect on Buyer.

(v) Except as disclosed in Section 4.01(t)(v) of the Buyer Disclosure Schedule, neither Buyer nor any Buyer Subsidiary has any obligations to provide retiree health and life insurance or other retiree death benefits under any Buyer Compensation and Benefit Plan, other than benefits mandated by Section 4980B of the Code.

(vi) Buyer and the Buyer Subsidiaries do not maintain any foreign Buyer Compensation and Benefit Plans.

(vii) With respect to each Buyer Compensation and Benefit Plan, if applicable, Buyer has provided or made available to Seller, true and complete copies of the existing: (A) Buyer Compensation and Benefit Plan documents and amendments thereto; (B) trust instruments and insurance contracts; (C) most recent actuarial report and financial statement; (D) most recent summary plan description; (E) forms filed with the PBGC within the past year (other than for premium payments); (F) most recent determination letter issued by the IRS; and (G) any Form 5310, Form 5310A, Form 5300 or Form 5330 filed within the past year with the IRS.

(viii) Except as disclosed on Section 4.01(t)(viii) of the Buyer Disclosure Schedule, the consummation of the transactions contemplated by this Agreement would not, directly or indirectly (including, without limitation, as a result of any termination of employment prior to or following the Effective Time), reasonably be expected to (A) entitle any Buyer Employee, Buyer Consultant or Buyer Director to any payment (including severance pay or similar compensation) or any increase in compensation, (B) result in the vesting or acceleration of any benefits under any Buyer Compensation and Benefit Plan or (C) result in any material increase in benefits payable under any Buyer Compensation and Benefit Plan.

(ix) Except as disclosed on Section 4.01(t)(ix) of the Buyer Disclosure Schedule, neither Buyer nor any Buyer Subsidiary maintains any compensation plans, programs or arrangements, the payments under which would not reasonably be expected to be deductible as a result of the limitations under Section 162(m) of the Code and the regulations issued thereunder.

(x) Except as disclosed on Section 4.01(t)(x) of the Buyer Disclosure Schedule, as a result, directly or indirectly, of the transactions contemplated by this Agreement (including, without limitation, as a result of any termination of employment prior to or following the Effective Time), none of Buyer, Seller or the Surviving Corporation, or any of their respective Subsidiaries, will be obligated to make a payment that would be characterized as an excess parachute payment to an individual who is a disqualified individual (as such terms are defined in Section 280G of the Code) of Buyer on a consolidated basis, without regard to whether such payment is reasonable compensation for personal services performed or to be performed in the future.

(u) *Compliance with Laws*. Except with respect to Environmental Laws, Taxes, and Buyer Compensation and Benefit Plans, which are the subject of Sections 4.01(w), 4.01(q) and 4.01(t), respectively, each of Buyer and the Buyer Subsidiaries:

(i) has been in compliance with all applicable Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such business, including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, the CRA, the Home Mortgage Disclosure Act, and all other applicable fair lending laws and other laws relating to discriminatory business practices, except for failures to be in compliance which, individually or in the aggregate, have not had or would not have a material adverse effect on Buyer;

(ii) has all permits, licenses, authorizations, orders and approvals of, and has made all filings, applications and registrations with, all Governmental Authorities that are required in order to

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permit it to own or lease its properties and to conduct its business as presently conducted, including licensing of mortgage lenders and originators, except where the failure to obtain any of the foregoing or to make any such filing, application or registration has not had or would not have a material adverse effect on Buyer; all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and to Buyer s actual knowledge, no suspension or cancellation of any of them has been threatened in writing, except where such failure to have such permits, licenses, certificates of authority, orders and approvals in full force and effect, individually or in the aggregate, has not had or would not have a material adverse effect on Buyer;

(iii) has received no written notification or communication from any Governmental Authority since January 1, 2014, (A) asserting that Buyer or any Buyer Subsidiary is not in compliance with any of the statutes, regulations or ordinances which such Governmental Authority enforces, except for failures to be in compliance that, individually or in the aggregate, would not have a material adverse effect on Buyer, or (B) threatening to revoke any license, franchise, permit or governmental authorization, which revocations, individually or in the aggregate, would have a material adverse effect on Buyer, which has not been resolved to the satisfaction of the Governmental Authority which sent such notification or communication. There is no event which has occurred that, to the actual knowledge of Buyer, would reasonably be expected to result in the revocation of any such license, franchise, permit or governmental authorization and which would have a material adverse effect on Buyer; and

(iv) Buyer and the Buyer Subsidiaries have been and are in compliance with (A) the applicable provisions of the Sarbanes-Oxley Act and the related rules and regulations promulgated thereunder and (B) the applicable listing and corporate governance rules and regulations of the Nasdaq, except where such non-compliance would not have a material adverse effect on Buyer.

(v) *Contracts*. Except for Buyer Contracts filed as exhibits to the Buyer Filed SEC Documents, there are no Buyer Contracts that are required to be filed as an exhibit to any Buyer Filed SEC Document under the Exchange Act and the rules and regulations promulgated thereunder. Neither Buyer nor any Buyer Subsidiary, nor, to the actual knowledge of Buyer, any other party thereto, is in default under any contract, agreement, commitment, arrangement or other instrument to which it is a party, by which its respective assets, business or operations may be bound or affected in any way, or under which it or its respective assets, business or operations receive benefits, and there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute a default except, in each case, for defaults that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer.

(w) *Environmental Matters*. Except as otherwise disclosed in Section 4.01(w) of the Buyer Disclosure Schedule: (i) Buyer and the Buyer Subsidiaries, to their actual knowledge, are and have been at all times in compliance in all material respects with all applicable Environmental Laws and, to the actual knowledge of Buyer, neither Buyer nor any Buyer Subsidiary has engaged in any activity in violation of any applicable Environmental Law, except for failures to be in compliance that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer; (ii)(A) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any court or Governmental Authority are pending or, to the actual knowledge of Buyer, have been threatened in connection with any of Buyer s or any Buyer Subsidiary s activities and any Buyer Real Properties or improvements thereon with respect to compliance

with applicable Environmental Laws, and (B) to the actual knowledge of Buyer, no investigations, inquiries, orders, hearings, actions or other proceedings by or before any court or Governmental Authority are pending or threatened with respect to compliance with Environmental Laws in connection with any real properties in respect of which any Buyer Subsidiary has foreclosed or holds a mortgage or mortgages (hereinafter referred to as the **Buyer Subsidiary Real Estate Collateral**); (iii) no claims are pending or, to the actual knowledge of Buyer, threatened by any third party against Buyer, any Buyer Subsidiary or with respect to the Buyer Real Properties or improvements thereon, or, to the actual knowledge of Buyer, the Buyer Subsidiary Real

Estate Collateral or improvements thereon, relating to damage, contribution, cost recovery, compensation, loss, injunctive relief, remediation or injury resulting from any Hazardous Substance (which have not been resolved to the satisfaction of the involved parties and which have had or are reasonably expected to have a material adverse effect on Buyer or any Buyer Subsidiary; (iv) to the actual knowledge of Buyer, no Hazardous Substances have been integrated into the Buyer Real Properties or improvements thereon or any component thereof, or the Buyer Subsidiary Real Estate Collateral or improvements thereon or any component thereof, in such manner or quantity as may reasonably be expected to pose a threat to human health or the value of the real property and improvements, except for threats that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Seller; and (v) neither Buyer nor any Buyer Subsidiary has actual knowledge that (A) any of the Buyer Real Properties or improvements thereon, or the Buyer Subsidiary Real Estate Collateral or improvements thereon, has been used for the treatment, storage or disposal of Hazardous Substances or has been contaminated by Hazardous Substances in a manner or extent that would require investigation or remediation under any applicable Environmental Law, (B) any of the business operations of Buyer or any Buyer Subsidiary have contaminated lands, waters or other property of others with Hazardous Substances in a manner or extent that would require investigation or remediation under any applicable Environmental Law, or (C) any of the Buyer Real Properties or improvements thereon, or the Buyer Subsidiary Real Estate Collateral or improvements thereon, have in the past or presently contain underground storage tanks, asbestos-containing materials or PCB-containing materials or equipment, which in any event would reasonably be expected to have a material adverse effect on Buyer.

(x) *Buyer Information*. True and complete copies of all documents listed in the Buyer Disclosure Schedule have been made available or provided to Seller. The books of account, stock record books and other financial and corporate records of Buyer and the Buyer Subsidiaries, all of which have been made available to Seller, are complete and correct in all material respects.

(y) *CRA Compliance*. Neither Buyer nor any Buyer Subsidiary has received any notice of non-compliance with the applicable provisions of the CRA and the regulations promulgated thereunder. As of the date hereof, Buyer Sub received a CRA rating of satisfactory or better from the FDIC in its most recent examination. Buyer knows of no fact or circumstance or set of facts or circumstances which would be reasonably likely to cause Buyer or any Buyer Subsidiary to receive any notice of non-compliance with such provisions or cause the CRA rating of Buyer or any Buyer Subsidiary to decrease below the satisfactory level.

(z) *Ownership of Seller Shares.* As of the date hereof, except as otherwise disclosed in Section 4.01(z) of the Buyer Disclosure Schedule, neither Buyer nor, to the actual knowledge of Buyer, any of its affiliates (as such term is defined under the Exchange Act), (i) beneficially owns, directly or indirectly, any Seller Shares, or (ii) is a party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, any Seller Shares.

(aa) *Bank Secrecy Act; Patriot Act; Money Laundering*. Neither Buyer nor any Buyer Subsidiary has any reason to believe that any facts or circumstances exist which would cause Buyer or the Buyer Subsidiaries to be deemed to be operating in violation in any material respect of the Bank Secrecy Act, the Patriot Act, any order issued with respect to anti-money laundering by the United States Department of the Treasury s Office of Foreign Assets Control, or any other applicable anti-money laundering law. Furthermore, the Board of

Directors of Buyer Sub has adopted and Buyer Sub has implemented an anti-money laundering program that contains adequate and appropriate customer identification verification procedures, that has not been deemed ineffective by any Governmental Authority and that meets the requirements of Sections 352 and 326 of the Patriot Act.

(bb) *Investment Management and Related Activities*. Except as set forth on Schedule 4.01(bb) of the Buyer Disclosure Schedule, none of Buyer, any of the Buyer Subsidiaries or Buyer s or the Buyer Subsidiaries respective directors, officers or employees is required to be registered, licensed or

authorized under the laws or regulations issued by any Governmental Authority as an investment adviser, a broker or dealer, an insurance agency or company, a commodity trading adviser, a commodity pool operator, a futures commission merchant, an introducing broker, a registered representative or associated person, a counseling officer, an insurance agent, a sales person or in any similar capacity with a Governmental Authority.

(cc) *Adequate Shares; No Financing Required.* As of the date hereof, Buyer has sufficient authorized but unissued Buyer Shares to issue the aggregate number of Buyer Shares to be issued in the Merger. Buyer has the aggregate or readily available financing to fund the cash consideration to be paid in the Merger.

(dd) *Property and Title.* Buyer and Buyer Subsidiaries own, and are in rightful possession of, and have good title to, all of the material real property and other material assets used by Buyer or any Buyer Subsidiary in the conduct of their respective businesses (except for such assets that are leased by Buyer or any Buyer Subsidiary), free and clear of any charge, mortgage, pledge, security interest, hypothecation, restriction, claim, option, lien, encumbrance or interest of any persons whatsoever except for (i) those described in Section 4.01(dd) of the Buyer Disclosure Schedule, (ii) those assets disposed of in the ordinary course of business consistent with past practices, (iii) such as are no longer used or useful in the conduct of its businesses and (iv) defects in title, easements, restrictive covenants and similar encumbrances that, individually or in the aggregate, would not have a material adverse effect on Buyer. The assets of Buyer and the Buyer Subsidiaries, taken as a whole, are adequate to continue to conduct the businesses of Buyer and the Buyer Subsidiaries as such businesses are presently being conducted. To Buyer s actual knowledge, there are no applicable laws, conditions of record, or other impediments that materially interfere with the intended use by Buyer or the Buyer Subsidiaries of any of the material real properties owned or leased by Buyer or any Buyer Subsidiary and used in the business of Buyer and any Buyer Subsidiary.

(ee) *Insurance*. Buyer and the Buyer Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of Buyer reasonably has determined to be prudent in accordance with industry practices. All such insurance policies are in full force and effect, Buyer and the Buyer Subsidiaries are not in material default thereunder and all claims thereunder have been filed in due and timely fashion, except with respect to such policies and claims, the failure to maintain or file would not reasonably be expected to have a material adverse effect on Buyer.

(ff) *No Other Representations or Warranties.*

(i) Except for the representations and warranties contained in this Article Four, none of Buyer, Buyer Sub, Buyer s Financial Advisors, attorneys or representatives, or any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer or Buyer Sub, including any representation or warranty as to the accuracy or completeness of any information regarding Buyer or Buyer Sub furnished or made available to Seller (including any information, documents or material made available to Seller in the data room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of Buyer or Buyer Sub or any representation or warranty arising from statute or otherwise in law.

(ii) Buyer and Buyer Sub acknowledge and agree that they have relied solely upon their own independent investigation and counsel before deciding to enter into this Agreement and the Merger and that none of Seller, Seller Sub, Seller s Financial Advisors, attorneys or representatives, or any other person has made or is making any express or implied representation or warranty other than those contained in Article Three.

ARTICLE FIVE

FURTHER COVENANTS OF SELLER

5.01. ***Operation of Business***

Seller and Seller Sub covenant to Buyer that, throughout the period from the date of this Agreement to and including the Closing, except as expressly contemplated or permitted by this Agreement or as set forth in Section 5.01 of the Seller Disclosure Schedule or to the extent that Buyer shall otherwise consent in writing (which consent, in the case of Sections 5.01(a), (b), (f) and (g), shall not be unreasonably withheld, conditioned or delayed):

(a) *Conduct of Business*. Seller s business, and the business of the Seller Subsidiaries, will be conducted only in the ordinary and usual course consistent with past practice. Seller shall not, and shall cause the Seller Subsidiaries not to, take any action which would be inconsistent with any representation or warranty of Seller set forth in this Agreement or which would cause a breach of any such representation or warranty if made at or immediately following such action, subject to such exceptions as do not, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer or on the Surviving Corporation following the Effective Time or except, in each case, as may be required by applicable law or regulation.

(b) *Changes in Business and Capital Structure*. Seller will not, and will cause the Seller Subsidiaries not to:

(i) sell, transfer, mortgage, pledge or subject to any lien or otherwise encumber any of the assets of Seller or the Seller Subsidiaries, tangible or intangible, which are material, individually or in the aggregate, to Seller except for (A) internal reorganizations or consolidations involving existing subsidiaries that would not be likely to present a material risk of any material delay in the receipt of any required regulatory approval, (B) securitization activities in the ordinary course of business, (C) the sale of loans, loan participations and real estate owned in the ordinary course of business, and (D) other dispositions of assets, including subsidiaries, if the fair market value of the total consideration received therefrom does not exceed in the aggregate, $150,000;

(ii) make any capital expenditure or capital additions or betterments which exceed $150,000 in the aggregate;

(iii) become bound by, enter into, or perform any material contract, commitment or transaction which, if so entered into, would be reasonably likely to (A) have a material adverse effect on Seller, (B) impair in any material respect the ability of Seller to perform its obligations under this Agreement or (C) prevent or materially delay the consummation of the transactions contemplated by this Agreement;

(iv) declare, pay or set aside for payment any dividends or make any distributions on its capital shares issued and outstanding other than (A) quarterly cash dividends on Seller Shares in respect of each

fiscal quarter ending on or after March 31, 2016 in an amount not to exceed $0.12 per Seller Share, (B) dividends from any Seller Subsidiary to Seller and (C) in connection with and as required by the terms of any trust preferred securities issued by a Seller Subsidiary;

(v) purchase, redeem, retire or otherwise acquire any of its capital shares other than pursuant to rights of repurchase granted to Seller, put rights granted to any of its employees or former employees, pursuant to the Seller Stock Plans or pursuant to the cashless exercise of any Seller Stock Option or in settlement of any withholding obligation in connection with any Seller Stock Plan;

(vi) issue or grant any option or right to acquire any of its capital shares (other than the issuance of Seller Shares pursuant to the exercise of Seller Stock Options outstanding as of the date of this Agreement) or effect, directly or indirectly, any share split or share dividend, recapitalization, combination, exchange of shares, readjustment or other reclassification;

(vii) amend or propose to amend its Articles of Incorporation, Bylaws or other governing documents except as otherwise expressly contemplated by this Agreement;

(viii) merge or consolidate with any other person or otherwise reorganize, except for the Merger and the Bank Merger;

(ix) acquire all or any portion of the assets, business, deposits or properties of any other entity other than (A) by way of foreclosures, (B) acquisitions of control in a bona fide fiduciary capacity or in satisfaction of debts previously contracted in good faith, in each case in the ordinary and usual course of business consistent with past practice and (C) internal reorganizations or consolidations involving existing subsidiaries that would not be likely to present a material risk of any material delay in the receipt of any required regulatory approval;

(x) other than in the ordinary course of business consistent with past practice, enter into, establish, adopt or amend any pension, retirement, stock option, stock purchase, savings, profit-sharing, deferred compensation, consulting, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement, or any trust agreement (or similar arrangement) related thereto, in respect of any Seller Director, Seller Officer or Seller Employee, or take any action to accelerate the vesting or exercisability of stock options, restricted stock or other compensation or benefits payable thereunder; *provided, however,* that Seller may take such actions in order to satisfy either applicable law or contractual obligations, including those arising under its benefit plans, existing as of the date hereof and disclosed in the Seller Disclosure Schedule or regular annual renewals of insurance contracts;

(xi) announce or pay any general wage or salary increase or bonus, other than normal wage or salary increases not to exceed 3% for any Seller Employee and year-end bonuses substantially consistent with past practices (but in any event such year-end bonuses will not exceed $1,500,000 in the aggregate), or enter into or amend or renew any employment, consulting, severance or similar agreements or arrangements with any Seller Officer, Seller Director or Seller Employee, except, in each case, for changes which are required by applicable law or to satisfy contractual obligations existing as of the date hereof and disclosed in the Seller Disclosure Schedule;

(xii) incur any long-term indebtedness for money borrowed, guarantee any such long-term indebtedness or issue or sell any long-term debt securities, other than (A) in replacement of existing or maturing debt, (B) indebtedness of any subsidiary of Seller to Seller or another subsidiary of Seller, or (C) in the ordinary course of business consistent with past practice;

(xiii) implement or adopt any change in its accounting principles, practices or methods, other than as may be required by GAAP or by any Governmental Authority;

(xiv)

materially change its existing deposit policy or incur deposit liabilities, other than deposit liabilities incurred in the ordinary course of business consistent with past practice, or accept any brokered deposit having a maturity longer than 365 days, other than in the ordinary course of business;

(xv) sell, purchase, enter into a lease, relocate, open or close any banking or other office, or file any application pertaining to such action with any Regulatory Authority;

(xvi) change any of its commercial or consumer loan policies in any material respect, including credit underwriting criteria, or make any material exceptions thereto, unless so required by applicable law or any Governmental Authority;

(xvii) purchase mortgage loan servicing rights and, other than in the ordinary course of business consistent with past practice, sell any mortgage loan servicing rights;

(xviii) commence or settle any material claim, action or proceeding, except settlements involving only monetary remedies in amounts, in the aggregate, that are not material to Seller and the Seller Subsidiaries;

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(xix) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or reorganization, or resolutions providing for or authorizing such a liquidation, dissolution, restructuring, recapitalization or reorganization;

(xx) make or change any Tax election, file any amended Tax Return, fail to timely file any Tax Return, enter into any closing agreement, settle or compromise any liability with respect to Taxes, agree to any adjustment of any Tax attribute, file any claim for a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment;

(xxi) (A) knowingly take any action that would, or would be reasonably likely to, prevent or impede the Merger of the Bank Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code; or (B) knowingly take any action that is intended or is reasonably likely to result in (1) any of its representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time prior to the Effective Time, (2) any of the conditions to the Merger set forth in Article Eight not being satisfied, or (3) a material violation of any provision of this Agreement, except, in each case, as may be required by applicable law; or

(xxii) enter into any agreement to do any of the foregoing.

(c) *Maintenance of Property*. Seller shall, and shall cause the Seller Subsidiaries to, use commercially reasonable efforts to maintain and keep their respective properties and facilities in their present condition and working order, ordinary wear and tear excepted, except with respect to such properties and facilities, the loss of which would not have a material adverse effect on Seller.

(d) *Performance of Obligations*. Seller shall, and shall cause the Seller Subsidiaries to, perform all of their respective obligations under all agreements relating to or affecting their respective properties, rights and businesses, except where nonperformance would not have a material adverse effect on Seller.

(e) *Maintenance of Business Organization*. Seller shall, and shall cause the Seller Subsidiaries to, use commercially reasonable efforts to maintain and preserve their respective business organizations intact, to retain present key Seller Employees and to maintain the respective relationships of customers, suppliers and others having business relationships with them.

(f) *Insurance*. Seller shall, and shall cause the Seller Subsidiaries to, maintain insurance coverage with reputable insurers, which, in respect of the amounts, premiums, types and risks insured, were maintained by them at the Seller Balance Sheet Date, and upon the renewal or termination of such insurance, Seller shall, and shall cause the Seller Subsidiaries to, use commercially reasonable efforts to renew or replace such insurance coverage with reputable insurers, in respect of amounts, premiums, types and risks insured which are no less favorable than those maintained by Seller and the Seller Subsidiaries at the Seller Balance Sheet Date.

(g) *Access to Information*. Upon reasonable notice in advance, Seller shall, and shall cause the Seller Subsidiaries to, afford to Buyer and to Buyer s officers, employees, investment bankers, attorneys, accountants and other advisors and representatives reasonable and prompt access during normal business hours during the period prior to the Effective Time or the termination of this Agreement to all their respective properties, assets, books, contracts, commitments, directors, officers, employees, attorneys, accountants, auditors, other advisors and representatives and records and, during such period, Seller shall, and shall cause the Seller Subsidiaries to, make available to Buyer on a prompt basis (i) a copy of each report, schedule, form, statement and other document filed or received by it during such period pursuant to the requirements of domestic or foreign (whether national, Federal, state, provincial, local or otherwise) laws and (ii) all other information concerning its business, properties and personnel as Buyer may reasonably request (including the financial and tax work papers of Crowe Horwath LLP); *provided, however,* that Buyer shall not unreasonably interfere with Seller s business operations. Seller and the Seller Subsidiaries shall not be required to provide access to or to disclose information where such access or disclosure would result in the loss of the attorney-client privilege of Seller or the Seller Subsidiaries or contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date of this Agreement.

5.02. ***Notification***

Between the date of this Agreement and the Closing Date, Seller shall promptly notify Buyer in writing if Seller becomes aware of any fact or condition that (a) causes or constitutes a breach in any material respect of any of Seller s or Seller Sub s representations and warranties or (b) would (except as expressly contemplated by this Agreement) cause or constitute a breach in any material respect of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Seller Disclosure Schedule, Seller shall promptly deliver to Buyer a supplement to the Seller Disclosure Schedule specifying such change (**Updated Seller Disclosure Schedule**); *provided, however*, that the disclosure of such change in the Updated Seller Disclosure Schedule shall not be deemed to constitute a cure of any breach of any representation or warranty made pursuant to this Agreement unless consented to in writing by Buyer. During the same period, Seller shall promptly notify Buyer of (i) the occurrence of any breach in any material respect of any of Seller s or Seller Sub s covenants contained in this Agreement, (ii) the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely in any material respect or (iii) the occurrence of any event that is reasonably likely, individually or taken with all other facts, events or circumstances known to Seller, to result in a material adverse effect with respect to Seller.

5.03. ***No Solicitation***

(a) Seller shall not and shall cause Seller Sub and the respective officers, directors, employees, investment bankers, financial advisors, attorneys, accountants, consultants, affiliates and other agents of Seller and Seller Sub (collectively, the **Seller Representatives**) not to, directly or indirectly, (i) initiate, solicit, induce or knowingly encourage, or take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal (as defined below); (ii) participate in any discussions or negotiations regarding any Acquisition Proposal or furnish, or otherwise afford access, to any person (other than Buyer) any information or data with respect to Seller or the Seller Subsidiaries or otherwise relating to an Acquisition Proposal; (iii) release any person from, waive any provisions of, or fail to enforce any confidentiality agreement or standstill agreement to which Seller is a party; (iv) enter into any agreement, agreement in principle or letter of intent with respect to any Acquisition Proposal or approve or resolve to approve any Acquisition Proposal or any agreement, agreement in principle or letter of intent relating to an Acquisition Proposal; or (v) take any action to render the provisions of any Takeover Laws inapplicable to any person (other than Buyer or the Buyer Subsidiaries) or group in connection with any Acquisition Proposal. Any violation of the foregoing restrictions by any of the Seller Representatives, whether or not such Seller Representative is so authorized and whether or not such Seller Representative is purporting to act on behalf of Seller or otherwise, shall be deemed to be a breach of this Agreement by Seller. Seller and Seller Sub shall, and shall cause each of the Seller Representatives to, immediately cease and cause to be terminated any and all existing discussions, negotiations, and communications with any persons with respect to any existing or potential Acquisition Proposal.

For purposes of this Agreement, **Acquisition Proposal** shall mean any inquiry, offer or proposal (other than an inquiry, offer or proposal from Buyer), whether or not in writing, contemplating, relating to, or that could reasonably be expected to lead to, an Acquisition Transaction. For purposes of this Agreement, **Acquisition Transaction** shall mean (A) any transaction or series of transactions involving any merger, consolidation, recapitalization, share exchange, liquidation, dissolution or similar transaction involving Seller or Seller Sub; (B) any transaction pursuant to which any third party or group acquires or would acquire (whether through sale, lease or other disposition), directly or indirectly, any assets of Seller or the Seller Subsidiaries representing, in the aggregate, twenty percent (20%) or more of the assets of Seller and the Seller Subsidiaries on a consolidated basis; (C) any issuance, sale or other disposition (including by way of merger, consolidation, share exchange or any similar transaction) of securities (or options, rights or warrants to purchase or securities convertible into, such securities) representing twenty percent (20%) or more of

the votes attached to the outstanding securities of Seller or the Seller Sub; (D) any tender offer or exchange offer that, if consummated, would result in any third

party or group beneficially owning twenty percent (20%) or more of any class of equity securities of Seller or the Seller Sub; or (E) any transaction which is similar in form, substance or purpose to any of the foregoing transactions, or any combination of the foregoing.

(b) Notwithstanding the provisions of Section 5.03(a), Seller may take any of the actions described in clause (ii) of Section 5.03(a) if, but only if, (i) Seller has received a bona fide unsolicited written Acquisition Proposal that did not result from a breach of this Section 5.03; (ii) Seller s Board of Directors (the **Seller Board**) determines in good faith, after consultation with and having considered the advice of its outside legal counsel, that failure to take such actions would violate its fiduciary duties under applicable Indiana law; (iii) Seller has provided Buyer with at least two (2) business days prior notice of such determination; and (iv) prior to furnishing or affording access to any information or data with respect to Seller or the Seller Subsidiaries or otherwise relating to an Acquisition Proposal, Seller receives from such person a confidentiality agreement with terms no less favorable to Seller than those contained in the confidentiality agreement between Seller and Buyer. Seller shall promptly provide to Buyer any non-public information regarding Seller or the Seller Subsidiaries provided to any other person which was not previously provided to Buyer, such additional information to be provided no later than the date of provision of such information to such other party.

(c) Seller shall promptly (and in any event within twenty-four (24) hours) notify Buyer in writing if any proposals or offers are received by, any information is requested from, or any negotiations or discussions are sought to be initiated or continued with, Seller or the Seller Representatives, in each case in connection with any Acquisition Proposal, and such notice shall indicate the name of the person initiating such discussions or negotiations or making such proposal, offer or information request and the material terms and conditions of any proposals or offers (and, in the case of written materials relating to such proposal, offer, information request, negotiations or discussion, such notice shall include copies of such materials (including e-mails or other electronic communications) unless (i) such materials constitute confidential information of the party making such offer or proposal under an effective confidentiality agreement, (ii) disclosure of such materials jeopardizes the attorney-client privilege or (iii) disclosure of such materials contravenes any law, rule, regulation, order, judgment or decree). Seller shall keep Buyer informed, on a current basis, of the status and terms of any such proposal, offer, information request, negotiations or discussions (including any amendments or modifications to such proposal, offer or request).

(d) Neither the Seller Board nor any committee thereof shall (i) withdraw, withhold, qualify or modify, or propose to withdraw, withhold, qualify or modify, in a manner adverse to Buyer in connection with the transactions contemplated by this Agreement (including the Merger and the Bank Merger), the Seller Board Recommendation (as defined in Section 7.06(f)), or make any statement, filing or release, in connection with the Seller Meeting (as defined in Section 7.06(e)) or otherwise, inconsistent with the Seller Board Recommendation (it being understood that taking a neutral position or no position with respect to an Acquisition Proposal shall be considered an adverse modification of the Seller Board Recommendation); (ii) approve or recommend, or propose to approve or recommend, any Acquisition Proposal; or (iii) enter into (or cause Seller or the Seller Subsidiaries to enter into) any letter of intent, agreement in principle, acquisition agreement or other agreement (A) related to any Acquisition Transaction or (B) requiring Seller to abandon, terminate or fail to consummate the Merger, the Bank Merger or any other transaction contemplated by this Agreement.

(e) Nothing contained in this Agreement shall prevent Seller or its Board of Directors from complying with Rule 14d-9 and Rule 14e-2 under the Exchange Act with respect to an Acquisition Proposal; *provided* that such rules will in no way eliminate or modify the effect that any action pursuant to such rules would otherwise have under this Agreement.

(f) Notwithstanding the provisions of Section 5.03(d), prior to the date of the Seller Meeting (as defined in Section 7.06(e)), the Seller Board may approve or recommend to the shareholders of Seller a Superior Proposal (as defined below) and withdraw, qualify or modify the Seller Board Recommendation in connection therewith (a **Seller Subsequent Determination**) after the third business day following Buyer s receipt of a notice (the

Notice of Superior Proposal) from Seller advising Buyer that the Seller Board has decided that a bona fide unsolicited written Acquisition Proposal that it received (that did not result from a breach of this Section 5.03) constitutes a Superior Proposal (it being understood that Seller shall be required to deliver a new Notice of Superior Proposal in respect of any revised Superior Proposal from such third party or its affiliates that Seller proposes to accept) if, but only if, (i) the Seller Board has reasonably determined in good faith, after consultation with and having considered the advice of outside legal counsel, that failure to take such actions would violate its fiduciary duties under applicable Indiana law, (ii) during the three (3) business day period after receipt of the Notice of Superior Proposal by Buyer, Seller and the Seller Board shall have cooperated and negotiated in good faith with Buyer and give due consideration to such adjustments, modifications or amendments to the terms and conditions of this Agreement as may be proposed by Buyer in making a determination whether Seller will proceed with the Seller Board Recommendation without a Seller Subsequent Determination; *provided*, *however*, that neither Buyer nor Seller shall have any obligation to propose any adjustments, modifications or amendments to the terms and conditions of this Agreement, and (iii) at the end of such three (3) business day period, after taking into account any such adjusted, modified or amended terms as may have been proposed by Buyer since its receipt of such Notice of Superior Proposal, the Seller Board has again in good faith made the determination (A) in clause (i) of this Section 5.03(f) and (B) that such Acquisition Proposal constitutes a Superior Proposal. Notwithstanding the foregoing, the changing, qualifying or modifying of the Seller Board Recommendation or the making of a Seller Subsequent Determination by the Seller Board shall not change the approval of the Seller Board for purposes of causing any Takeover Laws to be inapplicable to this Agreement and the Voting Agreements and the transactions contemplated hereby and thereby, including the Merger and the Bank Merger.

For purposes of this Agreement, **Superior Proposal** shall mean any bona fide written proposal (on its most recently amended or modified terms, if amended or modified) made by a third party to enter into an Acquisition Transaction on terms that the Seller Board determines in its good faith judgment, after consultation with and having considered the advice of outside legal counsel and Seller s Financial Advisor of nationally recognized reputation (i) would, if consummated, result in the acquisition of all, but not less than all, of the issued and outstanding shares of Seller common stock or all, or substantially all, of the assets of Seller and the Seller Subsidiaries on a consolidated basis; (ii) would result in a transaction that (A) involves consideration to the holders of the Seller Shares that is more favorable, from a financial point of view, than the consideration to be paid to Seller s shareholders pursuant to this Agreement, considering, among other things, the nature of the consideration being offered and any material regulatory approvals or other risks associated with the timing of the proposed transaction beyond or in addition to those specifically contemplated hereby, and which proposal is not conditioned upon obtaining additional financing and (B) is, in light of the other terms of such proposal, more favorable to Seller s shareholders than the Merger and the transactions contemplated by this Agreement; and (iii) is reasonably likely to be completed on the terms proposed, in each case taking into account all legal, financial, regulatory and other aspects of the proposal.

5.04. ***Delivery of Information***

Seller shall furnish to Buyer promptly after such documents are available: (a) all reports, proxy statements or other communications by Seller to its shareholders generally; and (b) all press releases relating to any transactions.

5.05. ***Takeover Laws***

Seller shall take all necessary steps to (a) exempt (or cause the continued exemption of) this Agreement, the Voting Agreements, the Merger and the Bank Merger from the requirements of any Takeover Law applicable to it and comparable provisions in the Articles of Incorporation or Bylaws of Seller or Seller Sub, and (b) assist in any challenge by Buyer to the validity, or applicability to the Merger or the Bank Merger, of any Takeover Law.

5.06. ***No Control***

Nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the operations of Seller or the Seller Subsidiaries prior to the Effective Time. Prior to the Effective Time, each of

Seller and Buyer shall exercise, consistent with the terms of this Agreement, complete control and supervision over its and its subsidiaries respective operations.

5.07. ***Exchange Listing***

Seller shall take all necessary actions, and Buyer shall provide reasonable cooperation in connection with same, in order to effect the delisting of the Seller Shares from the Nasdaq Capital Market and the termination of Seller s registration under the Exchange Act effective contemporaneously with the Effective Time.

5.08. ***Section 16 Votes***

Prior to the Effective Time, Seller shall approve in accordance with the procedures set forth in Rule 16b-3 promulgated under the Exchange Act and the Skadden, Arps, Slate, Meagher & Flom LLP SEC No-Action Letter (January 12, 1999) any disposition of equity securities of Seller (including derivative securities) resulting from the transactions contemplated by this Agreement by each officer and director of Seller who is subject to Section 16 of the Exchange Act.

5.09. ***Seller Classified Loans***

(a) Seller shall promptly (i) after the end of each quarter after the date hereof, (ii) at other times after reasonably requested by Buyer and (iii) upon Closing, provide Buyer with a complete and accurate list, including the amount, of all Loans of Seller and its Subsidiaries subject to each type of classification of the Classified Loans.

(b) Prior to the Effective Time, Seller shall use its commercially reasonable efforts to enter into contracts for the sale of the Classified Loans identified in Section 5.09 of the Seller Disclosure Schedule, which Classified Loans have been selected by Buyer and Seller for disposition, on terms reasonably satisfactory to Buyer and Seller; *provided*, *however,* that nothing herein shall require any such sale prior to the Effective Time if Seller reasonably determines any such sale to be contrary to the best interests of Seller or safe and sound banking practice; *provided, further*, that nothing in this Section 5.09 shall give Buyer a controlling influence over the management or policies of Seller or any of the Seller Subsidiaries prior to the Effective Time. Buyer shall indemnify the Seller and the Seller Subsidiaries for any losses, fees, expenses and charges incurred by Seller in connection therewith if the Merger is not consummated in accordance with the terms of this Agreement.

5.10. ***Seller Defined Benefit Plans.***

Seller and Seller Sub covenant and agree that, with respect to the Pentegra Plan and the Community Plan (collectively, the **Seller Defined Benefit Plans**), each will (a) take all steps necessary or advisable to allow Buyer to assume sponsorship of the Seller Defined Benefit Plans at the Effective Time, (b) on its own initiative as soon as practicable after the date of this Agreement and upon Buyer s request at any subsequent time, provide Buyer with an updated calculation of all of Seller s liabilities to the Seller Defined Benefit Plans upon Seller s withdrawal from those plans, and (c) if requested by Buyer before the Effective Time, take all steps necessary or advisable for Seller and Seller Sub to begin termination of the Seller Defined Benefit Plans to become effective after the Effective Time. Seller and Seller Sub agree to follow such directions from Buyer and to complete and make effective all actions directed by Buyer relating to the Seller Defined Benefit Plans.

5.11. ***401(k) Plan Matters; Other Benefit Plan Matters***

(a) 401(k) Plan Matters. Buyer in its sole discretion may elect to (i) terminate the Seller Sub s 401(k) Plan (the **Seller 401(k) Plan**), or discontinue contributions to the Seller 401(k) Plan anytime following the Effective

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Time, (ii) cause Seller and Seller Sub to freeze any employer stock fund and to terminate the Seller 401(k) Plan to be effective at the Effective Time, or (iii) merge the Seller 401(k) Plan with and into the Buyer s Employee Stock Ownership and 401(k) plan (the **Buyer 401(k) Plan**) after the Effective Time. In no event shall the Seller 401(k) Plan be merged with and into the Buyer 401(k) Plan, unless Buyer determines in its reasonable judgment that (A) the Seller 401(k) Plan is a qualified plan under Section 401(a) of the Code, both as to the form of the Seller 401(k) Plan and as to its operation, and (B) there are no facts in existence that would be reasonably likely to adversely affect the qualified status of the Seller 401(k) Plan.

If Buyer determines in its sole discretion not to merge the Seller 401(k) Plan into the Buyer 401(k) Plan and that the Seller 401(k) Plan should be terminated prior to or at the Effective Time, Seller agrees to take all action necessary to have the Seller 401(k) Plan terminated prior to or at the Effective Time, provided Buyer has delivered to Seller written notice of Buyer s determination to terminate the Seller 401(k) Plan at least thirty (30) days prior to the Closing Date. If Buyer determines that the Seller 401(k) Plan should be so terminated, the accounts of all participants and beneficiaries in the Seller 401(k) Plan as of such termination shall become fully vested upon termination of the Seller 401(k) Plan. As soon as practicable following the Effective Time, the account balances in the Seller 401(k) Plan shall be either distributed to participants and beneficiaries or rolled over to an eligible tax-qualified retirement plan or individual retirement account as a participant or beneficiary may direct. Buyer agrees to permit Continuing Employees to rollover their account balances in the Seller 401(k) Plan to the Buyer 401(k) Plan. Prior to taking any such action, Seller and Seller Sub shall provide Buyer with a copy of such resolutions or consent in connection with such Seller 401(k) Plan termination, and shall consider any comments provided by Buyer in good faith. Buyer shall indemnify the Seller and the Seller Subsidiaries for any losses, fees, expenses and charges incurred by Seller in connection with the termination of the Seller 401(k) Plan if the Merger is not consummated in accordance with the terms of this Agreement

(b) Other Benefit Plans. Immediately prior to the Effective Time and subject to the occurrence of the Effective Time, Seller and Seller Sub shall, at the request of Buyer in Buyer s sole discretion, freeze, terminate or retain each other Seller Compensation and Benefit Plan as requested by Buyer subject to and in accordance with applicable law.

5.12. ***Seller Restricted Stock Units***

(a) Except as set forth in Section 5.12(b), Seller shall take all actions necessary to ensure that, at or prior to the Effective Time, each Seller Restricted Stock Unit becomes vested and no longer subject to restrictions, in accordance with the Seller Stock Plans and applicable award agreements, and as a result shall be unrestricted Seller Shares and treated in the Merger as set forth in Section 2.01.

(b) Notwithstanding Section 5.12(a), each award of Seller Restricted Stock Units (or portion thereof) set forth in Section 5.l2(b) of the Buyer Disclosure Schedule (the **Assumed Restricted Stock Units**) shall not become vested pursuant to Section 5.12(a). Instead such Assumed Restricted Stock Units shall, at the Effective Time by virtue of the Merger, be assumed by Buyer. The number of Buyer Shares subject to each Assumed Restricted Stock Unit shall be equal to the product of (i) the number of Seller Shares underlying such Assumed Restricted Stock Units as of immediately prior to the Effective Time multiplied by (ii) 1.205 (with the resulting number rounded down to the nearest whole share). Such Assumed Restricted Stock Units will be subject to the same terms and conditions as applied to the related award of Seller Restricted Stock Units immediately prior to the Effective Time, including the same vesting schedule applicable thereto. Prior to or concurrently with the execution of this Agreement, Seller and Seller Sub shall enter into amendments to the respective Seller Restricted Stock Unit award agreements with respect to the awards set forth in Section 5.12(b) of the Buyer Disclosure Schedule to permit and give effect to the actions contemplated by this Section 5.12(b).

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ARTICLE SIX

FURTHER COVENANTS OF BUYER

6.01. ***Access to Information***

Buyer shall furnish to Seller promptly after such documents are available: (i) all reports, proxy statements or other communications by Buyer to its shareholders generally; and (ii) all press releases relating to any transactions.

6.02. ***Opportunity of Employment; Employee Benefits; Retention Pool and Retention Restricted Stock Grants***

(a) Employees of Seller and Seller Sub (other than employees who are otherwise parties to employment, severance or change in control agreements) (i) who are not offered the opportunity to continue as employees following the Effective Time or (ii) who are terminated without cause within six (6) months after the Effective Time, shall be entitled to receive (A) the severance compensation set forth in Section 6.02(a) of the Buyer Disclosure Schedule, (B) accrued benefits, including vacation pay, through the date of separation, (C) any rights to continuation of medical coverage to the extent such rights are required under applicable Federal or state law and subject to the employee s compliance with all applicable requirements for such continuation coverage, including payment of all premiums or other expenses related to such coverage, and (D) outplacement consultation services of a type and nature to be agreed upon by Seller and Buyer prior to the Effective Time and with a cost of up to $2,000 for each such employee of Seller or Seller Sub. Nothing in this Section 6.02 or elsewhere in this Agreement shall be deemed to be a contract of employment or be construed to give said employees any rights other than as employees at will under applicable law. From and after the Effective Time, the Employees of Seller and Seller Sub who remain employees of Buyer or any Buyer Subsidiary after the Effective Time (including employees who are parties to employment or change in control agreements) (**Continuing Employees**) shall be provided with employee benefits that are substantially similar to employee benefits provided to other employees under the Buyer Compensation and Benefit Plans (excluding for this purpose any equity-based incentive plans). Each Continuing Employee shall be credited with years of service with Seller or Seller Sub for purposes of eligibility, vesting, entitlements to benefits and levels of benefits (but not for benefit accrual purposes under any defined benefit plan or agreement) in the employee benefit plans of Buyer, and shall retain the vacation accrual earned under Seller s vacation policy as of the Effective Time so that such Continuing Employee shall receive under Buyer s vacation policy a vacation benefit no less than what such Continuing Employee had earned under Seller s vacation policy as of the Effective Time; *provided*, *however*, that any future accrual of benefits shall be in accordance with Buyer s vacation policy, subject to carryover limitations applicable to such future accruals. In addition, Continuing Employees who become eligible to participate in a Buyer Compensation and Benefit Plan following the Effective Time (i) shall receive full credit under such plans for any deductibles, co-payments and out-of-pocket expenses incurred by such employees and their respective dependents under the applicable Seller Compensation and Benefit Plan during the portion of the applicable plan year prior to such participation, and (ii) shall not be subject to any exclusion or penalty for pre-existing conditions that were covered under Seller Compensation and Benefit Plans immediately prior to the Effective Time, or to any waiting period relating to such coverage. For purposes of clarification, and not by way of limitation, all Continuing Employees shall commence participation in Buyer 401(k) Plan as of the Effective Time, but such Continuing Employees shall not be eligible to participate in Buyer s Defined Benefit Pension Plan (the **Defined Benefit Pension Plan**), participation in which has been frozen since July 31, 2007. The foregoing covenants shall survive the Merger, and Buyer shall, before the Effective Time, adopt

resolutions that amend its tax-qualified retirement plans to the extent necessary to provide for the service credits applicable to Continuing Employees referenced herein.

(b) Concurrently with the execution of this Agreement, Seller, Seller Sub, Buyer and Buyer Sub shall enter into amendments to the respective employment agreements with each of James D. Rickard, Paul A. Chrisco, Kevin J. Cecil, Michael K. Bauer and Bill D. Wright.

(c) As of the Effective Time and except as specifically provided elsewhere in this Agreement, Buyer shall succeed Seller as sponsor and administrator of the Seller Compensation and Benefit Plans and shall take such action as necessary to effectuate such changes. Subject to Sections 6.02(a) and except as specifically provided elsewhere in this Agreement, Buyer may terminate, merge or amend any Seller Compensation and Benefit Plan or may cease contributions to any Seller Compensation and Benefit Plan to the extent permitted by applicable law; *provided*, *however*, that Buyer will provide any benefits to which Seller Employees or their respective spouses, former spouses or other qualifying beneficiaries may be entitled by reason of qualifying events occurring prior to, on or after the Effective Time by virtue of any provisions of any employee welfare benefit plan or group insurance contract or any laws, statutes or regulations requiring any continuation of benefit coverage upon the happening of certain events, such as the termination of employment or change in beneficiary or dependent status, including, without limitation, such requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, from and after the Effective Time through the remaining legally-required period of coverage.

(d) (i) Buyer shall provide a retention pool in the aggregate amount set forth in Section 6.02(d)(i) of the Buyer Disclosure Schedule (the **Retention Pool**) for the purposes of retaining the services of employees of the Seller and the Seller Subsidiaries (**Retention Employees**) who are key employees. The Chief Executive Officer of the Seller shall determine, subject to approval by the President and Chief Executive Officer of the Buyer, the Retention Employees eligible to receive retention awards from the Retention Pool (each, a **Retention Bonus**) and any criteria for payment of the Retention Bonus, and shall determine the final allocation of payments from the Retention Pool. Any Retention Bonus shall be intended to retain the services of the recipient through, and shall be payable (if such recipient still remains employed by the Seller and the Seller Subsidiaries or Buyer and the Buyer Subsidiaries, as the case may be, at such time) at, the end of the month following the conversion of the data processing and information technology systems of Seller (the **Data Conversion**).

(ii) Buyer or Buyer Sub shall enter into agreements with the Seller Employees identified in Section 6.02(d)(ii) of the Buyer Disclosure Schedule pursuant to which agreements Buyer will agree to grant restricted Buyer Shares which will cliff-vest on the third anniversary of the grant date if such Seller Employee remains employed by Buyer or Buyer Sub at that time (the **Retention Restricted Stock Agreements**), subject to the terms of the individual Retention Restricted Stock Agreements. Grants under the Retention Restricted Stock Agreements shall be made and become effective only upon the applicable Seller Employees becoming employees of the Buyer or Buyer Sub at or after the Effective Time. No grants under the Retention Restricted Stock Agreements will be made or become effective before the Effective Time and Buyer will have no obligation to make such grants if this Agreement is terminated pursuant to Section 11.01.

6.03. ***Exchange Listing***

Buyer shall file a listing application with the Nasdaq for the Buyer Shares to be issued to the former holders of Seller Shares in the Merger at the time prescribed by applicable rules and regulations of the Nasdaq, and shall use all

commercially reasonable efforts to cause the Buyer Shares to be issued in connection with the Merger to be approved for listing on the Nasdaq Global Select Market, subject to official notice of issuance, prior to the Closing Date. In addition, Buyer will use its reasonable best efforts to maintain its listing on the Nasdaq Global Select Market.

6.04. ***Notification***

Between the date of this Agreement and the Closing Date, Buyer shall promptly notify Seller in writing if Buyer becomes aware of any fact or condition that (i) causes or constitutes a breach in any material respect of

any of Buyer s or Buyer Sub s representations and warranties or (ii) would (except as expressly contemplated by this Agreement) cause or constitute a breach in any material respect of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in the Buyer Disclosure Schedule, Buyer shall promptly deliver to Seller a supplement to the Buyer Disclosure Schedule specifying such change (**Updated Buyer Disclosure Schedule**); *provided, however*, that the disclosure of such change in the Updated Buyer Disclosure Schedule shall not be deemed to constitute a cure of any breach of any representation or warranty made pursuant to this Agreement unless consented to in writing by Seller. During the same period, Buyer shall promptly notify Seller of (i) the occurrence of any breach in any material respect of any of Buyer s or Buyer Sub s covenants contained in this Agreement, (ii) the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely in any material respect or (iii) the occurrence of any event that is reasonably likely, individually or taken with all other facts, events or circumstances known to Buyer, to result in a material adverse effect with respect to Buyer.

6.05. ***Takeover Laws***

Buyer shall take all necessary steps to (a) exempt (or cause the continued exemption of) this Agreement, the Merger and the Bank Merger from the requirements of any Takeover Law and from any provisions under its Articles of Incorporation and Bylaws, as applicable, by action of the Board of Directors of Buyer or otherwise, and (b) assist in any challenge by Seller to the validity, or applicability to the Merger or the Bank Merger, of any Takeover Law.

6.06. ***Officers and Directors Indemnification and Insurance***

(a) From and after the Effective Time, each of Buyer and the Surviving Corporation shall indemnify and hold harmless each present and former director and officer of Seller and its Subsidiaries (in each case, when acting in such capacity) (each an **Indemnified Party**) against any costs or expenses (including reasonable attorney s fees), judgments, fines, losses, claims, damages or liabilities (collectively, **Costs**) incurred in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, whether arising before or after the Effective Time, arising out of the fact that such person is or was as director or officer of Seller or any of its Subsidiaries and pertaining to matters existing or occurring at or prior to the Effective Time, including the transactions contemplated by this Agreement to the same extent as such persons are indemnified as of the date of this Agreement by Seller pursuant to applicable law as effect on the date of this Agreement, the Seller s Articles of Incorporation and Bylaws or the governing or organizational documents of any Subsidiary of Seller; and Buyer and the Surviving Corporation shall also advance expenses as incurred by such Indemnified Party to the same extent as such persons are entitled to advancement of expenses as of the date of this Agreement by Seller pursuant to the Seller s Articles of Incorporation and Bylaws or the governing or organizational documents of any Subsidiary of Seller; provided, that the Indemnified Party to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Party is not entitled to indemnification under applicable law as effect on the date of this Agreement or the Seller s Articles of Incorporation and Bylaws.

(b) For a period of six (6) years after the Effective Time the Surviving Corporation shall cause to be maintained in effect the current policies of directors and officers liability insurance maintained by Seller (provided, that the Surviving Corporation may substitute therefor policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions which are no less advantageous to the

insured) with respect to claims arising from facts or events which occurred at or before the Effective Time; provided, however that the Surviving Corporation shall not be obligated to expend an annual amount more than 150% current annual amount expended by Seller (the **Premium Cap**), and if such premiums for such insurance would at any time exceed the Premium Cap, then the Surviving Corporation shall cause to be maintained policies of insurance which, in the

Surviving Corporation s good faith determination, provide the maximum coverage available at an amount equal to the Premium Cap. In lieu of the foregoing, Seller, in consultation with, but only upon the consent of Buyer, may obtain at or prior to the Effective Time a six-year tail policy under Seller s existing directors and officers insurance policy providing equivalent coverage to that described in the preceding sentence if and to the extent that the same may be obtained for an amount that does not exceed the Premium Cap.

(c) If Buyer, the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger, (ii) transfers or conveys all or substantially all its properties and assets to any person or (iii) transfers, by means of a distribution, sale, assignment or other transaction, all of the stock of the Surviving Corporation or all or substantially all of its assets, to any person, then, and in each such case, Buyer shall cause proper provision to be made so that the successor and assign of Buyer or the Surviving Corporation assumes the obligations set forth in this Section and in such event all references to the Surviving Corporation in this Section shall be deemed a reference to such successor and assign.

(d) Any Indemnified Party wishing to claim indemnification under Section 6.06(a), upon learning of any claim, action, suit, proceeding or investigation described above, shall promptly notify Buyer thereof; provided that the failure so to notify shall not affect the obligations of Buyer under Section 6.06(a) unless and only to the extent that Buyer is actually and materially prejudiced as a result of such failure.

(e) The provisions of this Section 6.06 shall survive consummation of the Merger and are intended to be for the benefit of, and to grant third party rights to, and shall be enforceable by, each Indemnified Party and his or her heirs and representatives.

6.07. ***Appointment of Seller Directors to Board of Directors; Advisory Board***

(a) Buyer and Buyer Sub shall appoint two of the current directors of Seller (the **Seller Appointees**) to the Board of Directors of Buyer and Buyer Sub, which appointments shall be effective as of the Effective Time. The Seller Appointees shall serve until the next annual meeting of the shareholders of Buyer, and Buyer shall include the Seller Appointees on the list of nominees for which Buyer s Board of Directors shall solicit proxies at such meeting and subsequent meetings until the Seller Appointees have served a full three-year term, unless such person earlier resigns or is removed for cause in accordance with Buyer s or Buyer Sub s Articles of Incorporation and Bylaws, as applicable. The Seller Appointees shall be Gary L. Libs and Kerry M. Stemler.

(b) Buyer shall cause Buyer Sub to (i) create an advisory board for the Indiana and Kentucky markets currently served by Seller Sub after the Effective Time, (ii) appoint each then current director of Seller to such advisory board, (iii) maintain such advisory board as so composed for at least twelve months after the Effective Time, and (iv) provide such advisory board members with compensation equal, on an annual basis, to that received generally by members of the Board of Directors of Seller in the fiscal year ended December 31, 2015 for service on the Board of Directors of Seller.

6.08. ***Operation of Business***

Buyer s business, and the business of each of the Buyer Subsidiaries, will be conducted only in the ordinary and usual course consistent with past practice. Without the written consent of Seller, Buyer shall not, and shall cause each of the Buyer Subsidiaries not to, take any action which would have, individually or in the aggregate, a material adverse

effect on Buyer or on the Surviving Corporation except, in each case, as may be required by applicable law or regulation. In addition, Buyer shall use reasonable efforts to cause the Merger and Bank Merger to qualify as a reorganization with the meaning of Section 368(a) of the Code.

6.09. ***Buyer Forbearances***

From the date hereof until the Effective Time, except as set forth in the Buyer Disclosure Schedule or as expressly contemplated by this Agreement, without the prior written consent of Seller, Buyer will not, and will

cause the Buyer Subsidiaries not to, knowingly take any action that would, or would be reasonably likely to, (i) prevent or impede the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code; or (ii) knowingly take any action that is intended or is reasonably likely to result in (x) any of its representations and warranties set forth in this Agreement being or becoming untrue in any material respect at any time prior to the Effective Time, (y) any of the conditions to the Merger set forth in Article Eight not being satisfied, or (z) a material violation of any provision of this Agreement, except, in each case, as may be required by applicable law.

6.10 ***Seller Shares***

Buyer or Buyer Sub shall vote or cause to be voted all Seller Shares owned by them directly or indirectly or for which they have voting authority as of the record date for the Seller Meeting in favor of this Agreement and the Merger.

6.11. ***Section 16 Votes***

Prior to the Effective Time, Buyer shall approve in accordance with the procedures set forth in Rule 16b-3 promulgated under the Exchange Act and the Skadden, Arps, Slate, Meagher & Flom LLP SEC No-Action Letter (January 12, 1999) any acquisition of equity securities of Buyer (including derivative securities) resulting from the transactions contemplated by this Agreement by each officer and director of Seller who becomes an officer or director of Buyer as of or following the Effective Time and who is subject to Section 16 of the Exchange Act.

ARTICLE SEVEN

FURTHER OBLIGATIONS OF THE PARTIES

7.01. ***Confidentiality***

Except for the use of information in connection with the Registration Statement described in Section 7.06 hereof and any other governmental filings required in order to complete the transactions contemplated by this Agreement, all information, including any electronic or paper copies, reproductions, extracts or summaries thereof (collectively, the **Information**), received by each of Buyer and Seller, and by the directors, officers, employees, advisors and representatives of Buyer and Seller and their respective Subsidiaries (the **Representatives**) pursuant to the terms of this Agreement, shall be kept in strictest confidence; provided that subsequent to the filing of the Registration Statement with the SEC, this Section 7.01 shall not apply to information included in the Registration Statement or to be included in the Proxy Statement/Prospectus to be sent to the shareholders of Seller under Section 7.06. Seller and Buyer agree that the Information will be used only for the purpose of completing the transactions contemplated by this Agreement. Seller and Buyer shall, and shall cause their respective Representatives to, hold the Information in strictest confidence and not use, and not disclose directly or indirectly any of such Information except when, after and to the extent such Information (i) is or becomes generally available to the public other than through the failure of Seller or Buyer to fulfill its obligations hereunder, (ii) was already known to the party receiving the Information on a nonconfidential basis prior to the disclosure or (iii) is subsequently disclosed to the party receiving the Information on a nonconfidential basis by a third party having no obligation of confidentiality to the party disclosing the Information. In the event the transactions contemplated by this Agreement are not consummated, Seller and Buyer shall return promptly all copies of the Information (including any electronic or paper copies, reproductions, extracts or summaries thereof) provided to the other, or certify to such other party hereto the complete destruction of such Information (whether in written form, electronically stored or otherwise); *provided*, *however*, that Buyer and Seller shall be permitted to retain back-up files created in accordance with their respective document retention and disaster recovery systems and policies.

7.02. ***Necessary Further Action***

Each of Seller, Seller Sub, Buyer Sub and Buyer shall use its best efforts to take, or cause to be taken, all necessary actions and execute all additional documents, agreements and instruments required to consummate the transactions contemplated in this Agreement.

7.03. ***Cooperative Action***

Subject to the terms and conditions of this Agreement, each of Seller, Seller Sub, Buyer Sub and Buyer shall use its best efforts to take, or cause to be taken, all further actions and execute all additional documents, agreements and instruments which may be reasonably required, in the opinion of counsel for Seller and Seller Sub and counsel for Buyer and Buyer Sub, to obtain all necessary approvals from all Governmental Authorities and Regulatory Authorities as required by Section 8.03(b) hereof, so that this Agreement and the transactions contemplated hereby will become effective as promptly as practicable. In addition, each party shall take such action as may be reasonably required by the other party, if such required action may necessarily and lawfully be taken to reverse the impact of any past action, if such past action would, in the reasonable opinion of each party, adversely impact the ability of the Merger to be characterized as a reorganization under Section 368 of the Code.

7.04. ***Satisfaction of Conditions***

Each of Buyer, Buyer Sub, Seller and Seller Sub shall use its best efforts to satisfy all of the conditions to this Agreement and to cause the consummation of the transactions described in this Agreement, including making all applications, notices and filings with Governmental Authorities and Regulatory Authorities and taking all steps to secure promptly all consents, rulings and approvals of Governmental Authorities and Regulatory Authorities which are necessary for the performance by each party of each of its obligations under this Agreement and the transactions contemplated hereby.

7.05. ***Press Releases***

None of Buyer, Buyer Sub, Seller or Seller Sub shall make any press release or other public announcement concerning the transactions contemplated by this Agreement without the consent of the other parties hereto as to the form and contents of such press release or public announcement, except to the extent that such press release or public announcement may be required by law or the rules and regulations of the Nasdaq to be made before such consent can be obtained.

7.06. ***Registration Statement; Proxy Statement; Shareholders Meetings***

(a) As soon as reasonably practicable following the date hereof, Buyer shall prepare, in consultation with Seller and with Seller s cooperation, mutually acceptable proxy material which shall constitute the Proxy Statement/prospectus relating to the matters to be submitted to the Seller shareholders at the Seller s shareholders meeting (such Proxy Statement/Prospectus and all amendments or supplements thereto, the **Proxy Statement/Prospectus**), and Buyer shall file with the SEC a registration statement on Form S-4 with respect to the issuance of Buyer Shares in the Merger (such registration statement and all amendments or supplements thereto, the **Registration Statement**). Each of Seller and Buyer shall use all commercially reasonable efforts to cause the Registration Statement including the Proxy Statement/Prospectus to be declared effective under the Securities Act as promptly as reasonably practicable after the filing thereof.

Buyer also shall use all reasonable efforts to obtain, prior to the effective date of the Registration Statement, all necessary state securities law or blue sky permits and approvals required to carry out the transactions contemplated by this Agreement. Seller shall promptly furnish to Buyer all information concerning Seller, the Seller Subsidiaries and the Seller Officers, Seller Directors and shareholders of Seller and the Seller Subsidiaries as Buyer reasonably may request in connection with the foregoing. Each of Seller and Buyer shall promptly notify the other

upon the receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Registration Statement or the Proxy Statement/Prospectus and shall promptly provide the other with copies of all correspondence between it and its representatives, on the one hand, and the SEC and its staff, on the other hand. Notwithstanding the foregoing, prior to filing the Registration Statement (or any amendment or supplement thereto) or filing or mailing the Proxy Statement/Prospectus (or any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, each of Seller and Buyer, as the case may be, (i) shall provide the other party with a reasonable opportunity to review and comment on such document or response, (ii) shall include in such document or response all comments reasonably proposed by such other party, and (iii) shall not file or mail such document or respond to the SEC prior to receiving such other s approval, which approval shall not be withheld, conditioned or delayed unreasonably.

(b) Each of Seller and Buyer agrees, as to itself and its respective Seller Subsidiaries or Buyer Subsidiaries, that none of the information supplied or to be supplied by it for inclusion or incorporation by reference in (i) the Registration Statement will, at the time the Registration Statement and each amendment or supplement thereto, if any, is filed with the SEC and at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (ii) the Proxy Statement/Prospectus and any amendment or supplement thereto will, as of the date such Proxy Statement/Prospectus is mailed to shareholders of Seller and up to and including the date of the meeting of Seller s shareholders to which such Proxy Statement/Prospectus relates, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Each of Seller and Buyer shall, if it shall become aware prior to the Effective Time of any information furnished by it that would cause any of the statements in the Registration Statement and the Proxy Statement/Prospectus to be false or misleading with respect to any material fact, or to omit to state any material fact necessary to make the statements therein not false or misleading, promptly inform the other party thereof and to take the necessary steps to correct the Registration Statement and the Proxy Statement/Prospectus.

(d) Buyer shall advise Seller, promptly after Buyer receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of Buyer Shares for offering or sale in any jurisdiction, of the initiation or threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Registration Statement or for additional information.

(e) Seller shall, as promptly as practicable following the effective date of the Registration Statement, establish a record date for, duly call, give notice of, convene and hold a meeting of its shareholders (the **Seller Meeting**) for the purpose of adopting this Agreement and approving the transactions contemplated hereby, regardless of whether the Seller Board determines at any time that this Agreement or the Merger is no longer advisable, recommends that the shareholders of Seller reject this Agreement or the Merger or makes a Seller Subsequent Determination. Seller shall cause the Seller Meeting to be held as promptly as practicable

following the effectiveness of the Registration Statement, and in any event not later than 60 days after the effectiveness of the Registration Statement.

(f) Subject to Section 5.03 hereof, (i) the Seller Board shall recommend that Seller s shareholders vote to approve and adopt this Agreement and the transactions contemplated hereby (including the Merger) and any other matters required to be approved by Seller s shareholders for consummation of the Merger and the transactions contemplated hereby (the **Seller Board Recommendation**), and (ii) the Proxy Statement/Prospectus shall include the Seller Board Recommendation. Without limiting the generality of the foregoing, Seller agrees that its obligations pursuant to this Section 7.06 shall not be

affected by the commencement, public proposal, public disclosure or communication to Seller or any other person of any Acquisition Proposal except under circumstances that would permit Seller to terminate this Agreement under Section 11.01(d)(3) in connection with a Superior Proposal. Seller shall use reasonable best efforts to obtain the Required Seller Vote (including, if requested by Buyer at Buyer s sole discretion, by retaining an outside proxy solicitation firm at Buyer s cost and expense, which cost shall not affect the amount of the Merger Consideration).

7.07. ***Regulatory Applications***

Buyer, Buyer Sub, Seller, Seller Sub and their respective subsidiaries shall cooperate and use their respective best efforts to prepare all documentation, to timely effect all filings (but in any event to effect all such filings within ninety (90) days of the date of this Agreement), and to obtain all permits, consents, approvals and authorizations of all third parties and Governmental Authorities and Regulatory Authorities, including, as applicable, without limitation, those required to be filed with the Federal Reserve, the FDIC, the West Virginia Division of Banking and the Department, as well as pre-merger notification forms required by the merger notification or control laws and regulations of any applicable jurisdiction, as agreed to by the parties, in any event which are necessary to consummate the transactions contemplated by this Agreement. Each of Buyer and Seller shall have the right to review in advance, and to the extent practicable, each will consult with the other, in each case subject to applicable laws relating to the exchange of information, with respect to, and shall be provided in advance so as to reasonably exercise its right to review in advance, all material written information submitted to any third party or any Governmental Authority or Regulatory Authority in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. Each party hereto shall consult with the other party hereto with respect to the obtaining of all material permits, consents, approvals and authorizations of all third parties and Governmental Authorities and Regulatory Authorities necessary or advisable to consummate the transactions contemplated by this Agreement and each party will keep the other apprised of the status of material matters relating to completion of the transactions contemplated hereby. Each party shall, upon request, furnish the other party with all information concerning itself, its subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any filing, notice or application made by or on behalf of such other party or of its Subsidiaries to any third party or Governmental Authority or Regulatory Authority.

7.08. ***Coordination of Dividends***

After the date of this Agreement, Seller shall coordinate with Buyer the payment of any dividends authorized under Section 5.01(b)(iv) and the record date and payment dates relating thereto, it being the intention of the parties hereto that the holders of Seller Shares (who will become holders of Buyer Shares following the Closing) shall not receive two dividends, or fail to receive one dividend, from Seller and/or Buyer for any single calendar quarter.

7.09. ***Transition and Data Conversion***

Commencing on the date of this Agreement, Buyer and Seller shall, and shall cause their respective Subsidiaries to, reasonably assist each other to facilitate the integration, from and after the Closing, of Seller and the Seller Subsidiaries with the businesses of Buyer and the Buyer Subsidiaries, without taking action that would, in effect, give Buyer a controlling influence over the management or policies of Seller or any of the Seller Subsidiaries, or otherwise violate applicable laws. From the date of this Agreement through the Closing Date and consistent with the performance of their day-to-day operations, the continuous operation of Seller and the Seller Subsidiaries in the ordinary course of business and applicable law, Seller shall use all commercially reasonable efforts to cause the employees and officers of Seller and the Seller Subsidiaries to reasonably cooperate with Buyer and Buyer Sub in performing tasks reasonably required in connection with such integration.

Without limiting the generality of the immediately preceding paragraph, Buyer agrees to use all commercially reasonable efforts to promptly commence preparations for implementation of the Data Conversion with the goal of affecting the Data Conversion at or after the Effective Time. Seller agrees to cooperate with Buyer in preparing for the Data Conversion within the time frame set forth above, including providing reasonable access to data, information systems, and personnel having expertise with Seller s and the Seller Subsidiaries information and data systems; provided, however, that Seller shall not be required to terminate any third-party service provider arrangements prior to the Effective Time. In the event that Seller takes, at the request of Buyer, any action relative to third parties to facilitate the Data Conversion that results in the imposition of any termination fees or other charges or expenses, Buyer shall indemnify Seller for all such fees, charges and expenses, and the costs of reversing the Data Conversion process, if the Merger is not consummated for any reason, other than the breach of this Agreement by Seller or Seller Sub or the termination of this Agreement by Buyer pursuant to Section 11.01 (c)(iii).

ARTICLE EIGHT

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PARTIES

8.01. ***Conditions to the Obligations of Buyer and Buyer Sub***

The obligations of Buyer and Buyer Sub under this Agreement shall be subject to the satisfaction, or written waiver by Buyer prior to the Closing Date, of each of the following conditions precedent:

(a) The representations and warranties of Seller and Seller Sub set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though such representations and warranties were also made as of the Closing Date, except that those representations and warranties which by their terms speak as of a specific date shall be true and correct as of such date (except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, have a material adverse effect); and Buyer and Buyer Sub shall have received a certificate, dated the Closing Date, signed on behalf of Seller and Seller Sub, by their respective chief executive officers and chief financial officers, to such effect.

(b) Seller shall have performed in all material respects all of its covenants and obligations under this Agreement to be performed by it on or prior to the Closing Date, including those relating to the Closing, and Buyer and Buyer Sub shall have received a certificate, dated the Closing Date, signed on behalf of Seller and Seller Sub by their respective chief executive officers and chief financial officers, to such effect.

(c) Buyer shall have received the written opinion of K&L Gates LLP (**K&L**), tax counsel to Buyer, dated the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth in such opinion, the Merger and the Bank Merger will each be treated for Federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code. In rendering its opinion, K&L will require and rely upon customary certificates and representations contained in letters from Buyer and Seller and officers of each that counsel to Buyer reasonably deems relevant. Such certificates and representations shall be delivered at such time or times as may be requested including the effective date of the registration statement and the Effective Time.

(d) Buyer shall have obtained the consent or approval of each person (other than Governmental Authorities and Regulatory Authorities) whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease, license or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, individually or in the aggregate, have a material adverse effect, after the Effective Time, on the Surviving Corporation.

(e) The aggregate amount of (A) non-accrual loans, (B) troubled debt restructurings, (C) other real estate owned and (D) substandard, doubtful and loss loans of Seller and its Subsidiaries shall not be more

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than the amount set forth in Section 8.01(e) of the Buyer Disclosure Schedule; *provided*, *however*, that any such Loans sold or under a binding contract to be sold pursuant to and in accordance with Section 5.09(b) of this Agreement shall not be counted for purposes of this Section 8.01(e).

8.02. ***Conditions to the Obligations of Seller and Seller Sub***

The obligations of Seller and Seller Sub under this Agreement shall be subject to satisfaction, or written waiver by Seller prior to the Closing Date, of each of the following conditions precedent:

(a) The representations and warranties of Buyer and Buyer Sub set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though such representations and warranties were also made as of the Closing Date, except that those representations and warranties which by their terms speak as of a specific date shall be true and correct as of such date (except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, have a material adverse effect); and Seller and Seller Sub shall have received a certificate, dated the Closing Date, signed on behalf of Buyer and Buyer Sub by Buyer s chief executive officer and chief financial officer to such effect.

(b) Buyer shall have performed in all material respects all of its covenants and obligations under this Agreement to be performed by it on or prior to the Closing Date, including those related to the Closing, and Seller and Seller Sub shall have received a certificate, dated the Closing Date, signed on behalf of Buyer and Buyer Sub by Buyer s chief executive officer and chief financial officer to such effect.

(c) Seller shall have received the written opinion of Frost Brown Todd LLC, counsel to Seller (**Seller s Counsel**), dated the Closing Date, to the effect that, on the basis of facts, representations and assumptions set forth in such opinion, the Merger will be treated for Federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code. In rendering its opinion, Seller s Counsel will require and rely upon customary certificates and representations contained in letters from Buyer and Seller and officers of each that counsel to Seller reasonably deems relevant. Such certificates and representations shall be delivered at such time or times as may be requested including the effective date of the registration statement and the Effective Time.

8.03. ***Mutual Conditions***

The obligations of Seller and Buyer under this Agreement shall be subject to the satisfaction, or written waiver by Buyer and Seller prior to the Closing Date, of each of the following conditions precedent:

(a) The shareholders of Seller shall have duly adopted this Agreement by the Required Seller Vote.

(b) All approvals of Governmental Authorities and Regulatory Authorities required to consummate the transactions contemplated by this Agreement shall have been obtained and shall remain in full force and effect and all statutory waiting periods in respect thereof shall have expired and no such approvals or statute, rule or order shall contain any conditions, restrictions or requirements which would reasonably be expected

to have a material adverse effect after the Effective Time on the present or prospective consolidated financial condition, business or operating results of the Surviving Corporation.

(c) No temporary restraining order, preliminary or permanent injunction or other order issued by a court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger or the Bank Merger shall be in effect. No Governmental Authority or Regulatory Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced, deemed applicable or entered any statute, rule, regulation, judgment, decree, injunction or other order prohibiting consummation of the transactions contemplated by this Agreement or making the Merger or the Bank Merger illegal.

(d) The Registration Statement shall have been declared effective under the Securities Act and no stop-order or similar restraining order suspending the effectiveness of the Registration Statement shall have been issued and no proceeding for that purpose shall have been initiated by the SEC.

(e) Buyer shall have received all state securities and blue sky permits and other authorizations and approvals necessary to consummate the Merger, the Bank Merger and the other transactions contemplated hereby, and no order restraining the ability of Buyer to issue Buyer Shares pursuant to the Merger shall have been issued and no proceedings for that purpose shall have been initiated or threatened by any state securities administrator.

(f) The Buyer Shares to be issued in the Merger shall have been approved for listing on the Nasdaq Global Select Market subject to official notice of issuance.

ARTICLE NINE

CLOSING

9.01. ***Closing***

The closing (the **Closing**) of the transactions contemplated by this Agreement shall be held at Buyer s main office in Wheeling, West Virginia, commencing at 9:00 a.m. local time, on a date mutually acceptable to Buyer and Seller, which date shall not be earlier than the third business day to occur after the last of the conditions set forth in Article Eight shall have been satisfied or waived in accordance with the terms of this Agreement (excluding conditions that, by their terms, cannot be satisfied until the Closing Date); provided that no such election shall cause the Closing to occur on a date after that specified in Section 11.01(b)(i) of this Agreement or after the date or dates on which any Governmental Authority or Regulatory Authority approval or any extension thereof expires. The date of the Closing is sometimes herein called the **Closing Date**.

9.02. ***Closing Transactions Required of Buyer***

At the Closing, Buyer shall cause all of the following to be delivered to Seller:

(a) The certificates of Buyer and Buyer Sub contemplated by Section 8.02(a) and (b) of this Agreement.

(b) Copies of resolutions adopted by the directors of each of Buyer and Buyer Sub (i) approving this Agreement, the Merger, the Bank Merger and the other transactions contemplated hereby and (ii) declaring that it is in the best interests of Buyer and Buyer s shareholders that Buyer enter into this Agreement and consummate the Merger and the Bank Merger on the terms and subject to the conditions set forth in this Agreement, accompanied by a certificate of the secretary or assistant secretary of each of Buyer and Buyer Sub, as applicable, dated as of the Closing Date, and certifying (i) the date and manner of adoption of each such resolution; and (ii) that each such resolution is in full force and effect, without amendment or repeal, as of the Closing Date.

(c) The opinion of K&L contemplated by Section 8.01(c) of this Agreement.

(d) Articles of Merger for each of the Merger and Bank Merger duly executed by Buyer and Buyer Sub, as the case may be, in accordance with the WVBCA and the IBCL and in appropriate form for filing, respectively,

with the West Virginia Secretary of State and the Indiana Secretary.

9.03. ***Closing Transactions Required of Seller***

At the Closing, Seller shall cause all of the following to be delivered to Buyer:

(a) Articles of Merger for each of the Merger and the Bank Merger duly executed by Seller and Seller Sub, as the case may be, in accordance with the WVBCA and the IBCL and in appropriate form for filing, respectively, with the West Virginia Secretary of State and Indiana Secretary.

(b) The certificates of Seller and Seller Sub contemplated by Sections 8.01(a) and (b) of this Agreement.

(c) Copies of all resolutions adopted by the directors of each of Seller and Seller Sub (i) approving this Agreement, the Merger, the Bank Merger and the other transactions contemplated hereby, (ii) declaring that it is in the best interests of Seller and its shareholders that Seller enter into this Agreement and consummate the Merger and the Bank Merger on the terms and subject to the conditions set forth in this Agreement, (iii) directing that this Agreement be submitted to a vote at a meeting of Seller s shareholders to be held as promptly as practicable and (iv) subject to the provisions of Section 5.03 hereof, recommending that Seller s shareholders adopt this Agreement and the transactions contemplated hereby (including the Merger), accompanied by a certificate of the secretary or the assistant secretary of each of Seller and Seller Sub, dated as of the Closing Date, and certifying (i) the date and manner of the adoption of each such resolution; and (ii) that each such resolution is in full force and effect, without amendment or repeal, as of the Closing Date.

(d) The opinion of Seller s Counsel contemplated by Section 8.02(c) of this Agreement.

ARTICLE TEN

NON-SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

10.01. ***Non-Survival of Representations, Warranties and Covenants***

The representations, warranties and covenants of Buyer, Buyer Sub, Seller, and Seller Sub set forth in this Agreement, or in any document delivered pursuant to the terms hereof or in connection with the transactions contemplated hereby, shall not survive the Closing and the consummation of the transactions referred to herein, other than covenants which by their terms are to survive or be performed after the Effective Time (including, without limitation, those set forth in Articles One and Two, and Sections 6.02, 6.06, 6.07, and 7.01, this Section 10.01, Section 11.02 and Article Twelve); except that no such representations, warranties or covenants shall be deemed to be terminated or extinguished so as to deprive the Surviving Corporation or the Surviving Bank Corporation (or any director, officer or controlling person thereof) of any defense in law or equity which otherwise would be available against the claims of any person, including, without limitation, any shareholder or former shareholder of either Seller or Buyer.

ARTICLE ELEVEN

TERMINATION

11.01. ***Termination***

This Agreement may be terminated and the Merger and the Bank Merger abandoned at any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the shareholders of Seller:

(a) By mutual written agreement of Seller and Buyer duly authorized by action taken by or on behalf of their respective Boards of Directors;

(b) By either Seller or Buyer, if its respective Board of Directors so determines, upon written notification to the non-terminating party by the terminating party:

(i) at any time after March 31, 2017, if the Merger shall not have been consummated on or prior to such date and such failure to consummate the Merger is not caused by a breach of this Agreement by the terminating party;

(ii) if the shareholders of Seller shall not have adopted this Agreement by reason of the failure to obtain the Required Seller Vote upon a vote held at a Seller Meeting, or any adjournment thereof; or

(iii) if the approval of any Governmental Authority or Regulatory Authority required for consummation of the Merger, the Bank Merger and the other transactions contemplated by this Agreement shall have been denied by final non-appealable action of such Governmental Authority or Regulatory Authority.

(c) By Buyer, if its Board of Directors so determines, by providing written notice to Seller:

(i) if prior to the Closing Date, any representation and warranty of Seller or Seller Sub shall have become untrue such that the condition set forth at Section 8.01(a) would not be satisfied and which breach has not been cured within 30 calendar days following receipt by Seller of written notice of breach or is incapable of being cured during such time period;

(ii) if Seller or Seller Sub shall have failed to comply in any material respect with any covenant or agreement on the part of Seller or Seller Sub contained in this Agreement required to be complied with prior to the date of such termination, which failure to comply shall not have been cured within 30 calendar days following receipt by Seller of written notice of such failure to comply or is incapable of being cured during such time period; or

(iii) if (i) the Seller Board (A) modifies, qualifies, withholds or withdraws the Seller Board Recommendation in a manner adverse to Buyer in connection with the transactions contemplated by this Agreement (it being understood that taking a neutral position or no position with respect to an Acquisition Proposal shall be considered an adverse modification of the Seller Board Recommendation), or makes any statement, filing or release, in connection with the Seller Meeting or otherwise, inconsistent with the Seller Board Recommendation, (B) breaches its obligations to call, give notice of and commence the Seller Meeting under Section 7.06(e), (C) approves or recommends an Acquisition Proposal, (D) fails to publicly recommend against a publicly announced Acquisition Proposal within ten (10) business days of being requested to do so by Buyer, (E) fails to publicly reconfirm the Seller Board Recommendation within ten (10) business days of being requested to do so by Buyer, or (F) resolves or otherwise determines to take, or announces an intention to take, any of the foregoing actions or (ii) there shall have been a material breach by Seller of Section 5.03.

(d) By Seller, if its Board of Directors so determines, by providing written notice to Buyer:

(i) if prior to the Closing Date, any representation and warranty of Buyer or Buyer Sub shall have become untrue such that the condition set forth at Section 8.02(a) would not be satisfied and which breach has not been cured within 30 calendar days following receipt by Buyer of written notice of breach or is incapable of being cured during such time period;

(ii) if Buyer or Buyer Sub shall have failed to comply in any material respect with any covenant or agreement on the part of Buyer or Buyer Sub contained in this Agreement required to be complied with prior to the date of such termination, which failure to comply shall not have been cured within 30 calendar days following receipt by Buyer of written notice of such failure to comply or is incapable of

being cured during such time period;

(iii) in connection with entering into a definitive agreement to effect a Superior Proposal after making a Seller Subsequent Determination in accordance with Section 5.03(f); or

(iv) at any time during the five-day period commencing on the Walkaway Determination Date (the **Seller Walkaway Right**), if:

(1) the Average Closing Price (as defined below) shall be less than the product of 0.80 and the Starting Price (as defined below); and

(2) (a) the number obtained by dividing the Average Closing Price by the Starting Price (such number being referred to herein as the **Buyer Ratio**) shall be less than (b) the number obtained by dividing the Index Price (as defined below) on the Walkaway Determination

Date (as defined below) by the Index Price on the Starting Date (as defined below) (the **Index Ratio**) and subtracting 0.20 from such quotient;

subject to the following. If Seller elects to exercise its termination right pursuant to the immediately preceding sentence, it shall give prompt written notice to Buyer; provided that such notice of election to terminate may be withdrawn by Seller at any time within the aforementioned five-day period. For purposes of this Section 11.01(d)(iv), the following terms shall have the following meanings:

Average Closing Price means the average of the last reported sale price per share of the Buyer Shares as reported on the Nasdaq Global Select Market, (as reported in The Wall Street Journal or, if not reported therein, in another mutually agreed upon authoritative source) for each of the 10 consecutive trading days ending on the Walkaway Determination Date.

Walkaway Determination Date means the fifth trading day immediately preceding the Closing Date (such fifth trading day to be determined by counting the trading day immediately preceding the Closing Date as the first trading day).

Index Price on a given date means the closing value of the Nasdaq Bank Index as reported on Bloomberg.com, or if not reported therein, in another mutually agreed upon authoritative source.

Per Share Consideration shall mean the Exchange Ratio multiplied by the Average Closing Price.

Starting Price shall mean $31.96, which is the average of the last reported sale price per share of Buyer Common Stock as reported on the Nasdaq Global Select Market (as reported in The Wall Street Journal or, if not reported therein, in another mutually agreed upon authoritative source) for each of the 10 consecutive trading days ending on the Starting Date.

Starting Date shall mean April 27, 2016.

If Buyer declares or effects a stock dividend, reclassification, recapitalization, split-up, combination, non-acquisitive exchange of shares or similar transaction between the Starting Date and the Walkaway Determination Date (or establishes a record date in respect thereof), the prices for the common stock of Buyer shall be appropriately adjusted for the purposes of applying this Section 11.01(d)(iv).

11.02 ***Effect of Termination.***

(a) If this Agreement is validly terminated by either Seller or Buyer pursuant to Section 11.01, this Agreement will forthwith become null and void and there will be no liability or obligation on the part of Seller, Seller Sub, Buyer or Buyer Sub, except (i) that the provisions of Sections 7.01, 12.06, 12.07, 12.11 and this Article Eleven will continue to apply following any such termination, (ii) that nothing contained herein shall relieve any party hereto from liability for any liabilities or damages arising out of its fraud or knowing breach of any provision of this Agreement and (iii) as provided in paragraphs (b)-(f) below.

(b) Seller shall promptly pay to Buyer a termination fee of $7,525,000 (the **Termination Fee**) if this Agreement is terminated by (i) Buyer pursuant to Section 11.01(c)(iii) or (ii) Seller pursuant to Section 11.01(d)(iii).

(c) In the event that this Agreement is terminated by Buyer or Seller pursuant to Section 11.01(b)(i) without the Required Seller Vote having been obtained, or Section 11.01(b)(ii), and (i) an Acquisition Proposal with respect to Seller shall have been publicly announced, disclosed or otherwise communicated to the Seller Board prior to the date specified in Section 11.01(b)(i) or prior to the Seller

Meeting, and (ii) within twelve (12) months of such termination, Seller shall have entered into a definitive agreement with respect to, or Seller shall have consummated, an Acquisition Transaction, then Seller shall pay to Buyer an amount equal to the Termination Fee.

(d) In the event that this Agreement is terminated by Buyer pursuant to Sections 11.01(c)(i) or (ii) and (A) an Acquisition Proposal with respect to Seller shall have been publicly announced, disclosed or otherwise communicated to the Seller Board prior to any breach by Seller of any representation, warranty, covenant or other agreement giving rise to such termination by Buyer or during the cure period therefor provided in Sections 11.01(c)(i) or (ii) and (B) within twelve (12) months of such termination, Seller shall have entered into a definitive agreement with respect to, or Seller shall have consummated, an Acquisition Transaction, then Seller shall pay to Buyer an amount equal to the Termination Fee.

(e) Any payment of the Termination Fee required to be made pursuant to this Section 11.02 shall be made not more than two (2) business days after the date of the event giving rise to the obligation to make such payment, unless the Termination Fee is payable as a result of the termination of this Agreement by Seller pursuant to Section 11.01(d)(iii), in which case, the Termination Fee shall be payable concurrently with such termination. All payments under this Section 11.02 shall be made by wire transfer of immediately available funds to an account designated by Buyer. No payment of the Termination Fee under this Section 11.02 shall limit in any respect any rights or remedies available to Buyer relating to any breach or failure of Seller to perform any representation, warranty, covenant or agreement set forth in this Agreement resulting, directly or indirectly, in the right to receive the Termination Fee under this Section 11.02. Buyer shall be reimbursed by Seller for all fees, costs and other expenses incurred by Buyer in connection with enforcing its right to any Termination Fee.

(f) Buyer and Seller acknowledge that the agreements contained in this Section 11.02 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, Buyer would not enter into this Agreement. The Termination Fee amounts payable by Seller pursuant to this Section 11.02 constitute liquidated damages and not a penalty and shall be the sole monetary remedy of Buyer except in circumstances where no Termination Fee is payable. Accordingly, if Seller fails promptly to pay any amount due pursuant to this Section 11.02 and, in order to obtain such payment, Buyer commences a suit which results in a judgment against Seller for the amount set forth in this Section 11.02, Seller shall pay to Buyer its costs and expenses (including reasonable attorneys fees and expenses) in connection with such suit, together with interest on the amount of the Termination Fee at a rate per annum equal to three-month LIBOR (as reported in The Wall Street Journal (Northeast edition), or if not reported therein, in another authoritative source selected by the party to which the payment is due) plus 200 basis points as in effect on the date such payment was required to be made.

ARTICLE TWELVE

MISCELLANEOUS

12.01. ***Notices***

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand or by telecopy, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered

by a recognized next-day courier service, or (c) on the third business day following the date of mailing if sent by certified mail, postage prepaid, return receipt requested. All notices thereunder shall be delivered to the following addresses:

If to Seller, to:

Your Community Bankshares, Inc.

101 West Spring Street

New Albany, Indiana 47150

Attn: James D. Rickard, President and Chief Executive Officer

Facsimile Number: 812.949.6870

with a copy to:

Frost Brown Todd LLC

400 West Market Street, Suite 3200

Louisville, Kentucky 40202-3363

Attn: Alan K. MacDonald, Esq. and Nathan L. Berger, Esq.
Facsimile Number: 502.581.1087

If to Buyer, to:

Wesbanco, Inc.

1 Bank Plaza

Wheeling, West Virginia 26003

Attn: Todd F. Clossin, President and Chief Executive Officer

Facsimile Number: 304.234.9450

with a copy to:

Phillips, Gardill, Kaiser & Altmeyer, PLLC

61 Fourteenth Street

Wheeling, West Virginia 26003

Attn: James C. Gardill, Esq.

Facsimile Number: 304.232.6810

Any party to this Agreement may, by notice given in accordance with this Section 12.01, designate a new address for notices, requests, demands and other communications to such party.

12.02. ***Counterparts; Electronic Signatures***

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single instrument. A signed copy of this

Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally executed copy of this Agreement.

12.03. ***Entire Agreement; No Third-Party Rights***

This Agreement and the related Non-Disclosure Agreement between Buyer and Seller, as executed by Buyer and Seller s Financial Advisor (solely in its capacity as an authorized representative of Seller) as of January 5, 2016 (the **NDA**) (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and the NDA and (b) except for the provisions of Article Two, Sections 6.02, 6.06 and 6.07 of this Agreement, are not intended to confer upon any person other than the parties hereto and thereto (and their respective successors and assigns) any rights or remedies.

12.04. ***Successors and Assigns***

This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the parties hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

12.05. ***Captions***

The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as part of this Agreement.

12.06. ***Governing Law***

This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia without giving effect to principles of conflicts or choice of laws (except to the extent that mandatory provisions of Federal law are applicable).

12.07. ***Payment of Fees and Expenses***

Except as otherwise agreed in writing, each party hereto shall pay all costs and expenses, including legal and accounting fees, and all expenses relating to its performance of, and compliance with, its undertakings herein. All fees to be paid to Governmental Authorities and Regulatory Authorities in connection with the transactions contemplated by this Agreement shall be borne by Buyer.

12.08. ***Amendment***

From time to time and at any time prior to the Effective Time, this Agreement may be amended only by an agreement in writing executed in the same manner as this Agreement, after authorization of such action by the Boards of Directors of the Constituent Corporations; except that after the Seller Meeting, this Agreement may not be amended if it would violate the IBCL, IBCL or the Federal securities laws or the rules of the Nasdaq.

12.09. ***Waiver***

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

12.10. ***Disclosure Schedules***

In the event of any inconsistency between the statements in the body of this Agreement and those in the Seller Disclosure Schedule or the Buyer Disclosure Schedule (other than an exception expressly set forth as such in the Seller Disclosure Schedule or the Buyer Disclosure Schedule with respect to a specifically identified representation or warranty), the statements in the body of this Agreement will control.

12.11. ***Waiver of Jury Trial***

Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

12.12. ***Severability***

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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12.13 ***Specific Performance***

The Parties agree that the remedy at law for any breach of the terms and conditions of this Agreement by them may be inadequate and that in addition to, and not in limitation of any other remedies that Buyer, Buyer Bank, Seller or Seller Sub may have at law or under this Agreement, Buyer, Buyer Bank, Seller or Seller Sub shall be entitled to specific performance or injunctive relief or other equitable relief from any court of competent jurisdiction from any breach or purported breach of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

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IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed on behalf of Buyer, Buyer Sub, Seller and Seller Sub to be effective as of the date set forth in the first paragraph above.

ATTEST:	WESBANCO, INC.	
	By:	/s/ Todd F. Clossin
	Printed Name:	Todd F. Clossin
	Title:	President and Chief Executive Officer
ATTEST:	WESBANCO BANK, INC.	
	By:	/s/ Todd F. Clossin
	Printed Name:	Todd F. Clossin
	Title:	President and Chief Executive Officer
ATTEST:	YOUR COMMUNITY BANKSHARES, INC.	
	By:	/s/ James D. Rickard
	Printed Name:	James D. Rickard
	Title:	President and Chief Executive Officer
ATTEST:	YOUR COMMUNITY BANK	
	By:	/s/ James D. Rickard
	Printed Name:	James D. Rickard
	Title:	President and Chief Executive Officer

EXHIBIT A

FORM OF VOTING AGREEMENT

VOTING AGREEMENT (this Agreement), dated as of , 2016, by and between WESBANCO, INC., a West Virginia corporation (Buyer), and the undersigned holder (the Shareholder) of shares of common stock, $0.10 par value (the Seller Shares)you re your COMMUNITY BANKSHARES, INC., an Indiana corporation (Seller).

WHEREAS, concurrently with the execution of this Agreement, Buyer, Buyer Bank, Inc., Seller and Seller Bank have entered into an Agreement and Plan of Merger (as such agreement may be subsequently amended or modified, the Merger Agreement), providing for, among other things, the merger of Seller with and into Buyer (the Merger);

WHEREAS, as of the date of this Agreement, the Shareholder beneficially owns and has sole voting power with respect to the number of Seller Shares, and holds stock options or other rights to acquire the number of Seller Shares, indicated on Schedule 1 attached hereto;

WHEREAS, as used herein, the term Shares means all Seller Shares held by the Shareholder on the date of this Agreement and all Seller Shares that the Shareholder purchases, acquires the right to vote or acquires beneficial ownership of (as defined in Rule 13d-3 of the Exchange Act, but excluding Seller Shares underlying unexercised stock options and Seller Shares held by the Shareholder in a fiduciary capacity) prior to the Expiration Date (as defined in Section 2 below), whether by the exercise of any stock options or otherwise;

WHEREAS, it is a condition to the willingness of Buyer to enter into the Merger Agreement that the Shareholder execute and deliver this Agreement; and

WHEREAS, all capitalized terms used in this Agreement without definition herein shall have the meanings ascribed to them in the Merger Agreement.

NOW, **THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Shareholder and Buyer agree as follows:

1. Agreement to Vote Shares. The Shareholder agrees that, prior to the Expiration Date (as defined in Section 2 hereof), at any meeting of the shareholders of Seller, or any adjournment or postponement thereof, or in connection with any written consent of the shareholders of Seller, with respect to the Merger, the Merger Agreement or any Acquisition Proposal, the Shareholder shall:

(a) appear at such meeting or otherwise cause the Shares to be counted as present thereat for purposes of calculating a quorum; and

(b) vote (or cause to be voted), or execute and deliver a written consent (or cause a written consent to be executed and delivered) covering, all of the Shares that such Shareholder shall be entitled to so vote (i) in favor of adoption of the Merger Agreement and the transactions contemplated thereby, including the Merger, and any action that could reasonably be expected to facilitate the Merger; (ii) against any action, proposal, transaction or agreement that could reasonably be expected to result in a breach of any covenant,

representation or warranty, or any other obligation or agreement, of Seller contained in the Merger Agreement or of the Shareholder contained in this Agreement, or that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect, inhibit or preclude the timely consummation of the Merger or the fulfillment of a condition under the Merger Agreement to Seller s and Buyer s respective obligations to consummate the Merger or change in any manner the voting rights of any class of shares of Seller (including any amendments to Seller s articles of incorporation or

bylaws); and (iii) against any Acquisition Proposal, or any agreement or transaction that is intended, or could reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the consummation of the Merger or any of the transactions contemplated by the Merger Agreement.

Any such vote shall be cast or consent shall be given in accordance with such procedures relating thereto so as to ensure that it is duly counted for purposes of determining that a quorum is present and for purposes of recording the results of such vote or consent.

2. Expiration Date. As used in this Agreement, the term Expiration Date shall mean the earliest to occur of (i) the Effective Time, (ii) the date the Merger Agreement is terminated pursuant to Article Eleven thereof, or (iii) written notice by Buyer to Shareholder of the termination of this Agreement. Upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that such termination or expiration shall not relieve any party from liability for any willful breach of this Agreement prior to the termination or expiration hereof.

3. Agreement to Retain Shares; No Voting Trusts.

(a) Until the receipt of the requisite approval of the shareholders of Seller, the Shareholder shall not, except as contemplated by this Agreement or the Merger Agreement, directly or indirectly, sell, assign, transfer, offer, exchange, pledge or otherwise dispose of or encumber (including, without limitation, by the creation of a Lien (as defined in Section 4(c) below) (each, a Transfer), or enter into any contract, option, commitment or other arrangement or understanding with respect to, or consent to, any Transfer of, any Shares beneficially owned by the Shareholder or the Shareholder s voting or economic interest therein. Notwithstanding the foregoing, the Shareholder may make Transfers (a) by will or by operation of law, in which case this Agreement shall bind the transferee, (b) in connection with estate and charitable planning purposes, including Transfers to relatives, trusts and charitable organizations, subject to the transferee s agreement in writing, in form and substance reasonably satisfactory to Buyer, to be bound by the terms of, and perform the obligations of the Shareholder under, this Agreement, (c) to another shareholder of Seller who previously entered into a Voting Agreement with Buyer and (d) with Buyer s prior written consent, such consent to be granted or withheld in Buyer s sole discretion.

(b) The Shareholder agrees that the Shareholder shall not, and shall not permit any entity under the Shareholder s control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with the Buyer.

4. Representations and Warranties of Shareholder. The Shareholder hereby represents and warrants to Buyer as follows:

(a) the Shareholder has the complete and unrestricted power and the unqualified right to enter into, execute, deliver and perform its obligations under this Agreement, and no consent, approval, authorization or filing on the part of the Shareholder is required in connection therewith;

(b) this Agreement has been duly and validly executed and delivered by the Shareholder and, assuming this Agreement constitutes a valid and binding agreement of Buyer, is a valid and legally binding agreement of the Shareholder, enforceable against the Shareholder in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors rights or by general equity principles);

(c) the Shareholder beneficially owns the number of Shares indicated on Schedule 1 (the "Original Shares"), free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever ("Liens");

(d) except pursuant to this Agreement, the Shareholder has sole, and otherwise unrestricted, voting and investment power with respect to the Original Shares, and there are no options, warrants or other rights,

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agreements, arrangements or commitments of any character to which the Shareholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares;

(e) the Shareholder does not beneficially own any Seller Shares other than (i) the Original Shares and (ii) any options, warrants or other rights to acquire any additional shares of Seller Shares or any security exercisable for or convertible into shares of Seller Shares indicated on Schedule 1;

(f) the execution and delivery of this Agreement by the Shareholder does not, and the performance by the Shareholder of his, her or its obligations hereunder and the consummation by the Shareholder of the transactions contemplated hereby will not, violate or conflict with, or constitute a breach of or default (with or without notice or lapse of time or both) under, any agreement, instrument, contract or other obligation or any order, arbitration award, judgment or decree to which the Shareholder is a party or by which the Shareholder is bound, or any statute, rule or regulation to which the Shareholder or the Shareholder s property or assets is subject or, in the event that the Shareholder is a corporation, partnership, trust or other entity, any bylaw or other organizational document of the Shareholder.

5. No Solicitation. From and after the date hereof until the Expiration Date, the Shareholder, solely in his, her or its capacity as a shareholder of Seller, shall not, nor shall such Shareholder authorize any partner, officer, director, advisor or representative of, such Shareholder or any of his, her or its affiliates to (and, to the extent applicable to the Shareholder, such Shareholder shall use reasonable best efforts to prohibit any of his, her or its representatives or affiliates to), (a) initiate, solicit, induce or knowingly encourage, or take any action to facilitate the making of, any inquiry, offer or proposal which constitutes, or could reasonably be expected to lead to, an Acquisition Proposal, (b) participate in any discussions or negotiations regarding any Acquisition Proposal, or furnish, or otherwise afford access, to any person (other than Buyer) any information or data with respect to Seller or any Seller Subsidiary or otherwise relating to an Acquisition Proposal, (c) enter into any agreement, agreement in principle or letter of intent with respect to an Acquisition Proposal, (d) solicit proxies or become a participant in a solicitation (as such terms are defined in Regulation 14A under the Exchange Act) with respect to an Acquisition Proposal (other than the Merger Agreement) or otherwise encourage or assist any party in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Merger Agreement, (e) initiate a shareholders vote or action by consent of Seller s shareholders with respect to an Acquisition Proposal, or (f) except by reason of this Agreement, become a member of a group (as such term is used in Section 13(d) of the Exchange Act) with respect to any voting securities of Seller that takes any action in support of an Acquisition Proposal.

6. Specific Enforcement. The Shareholder has signed this Agreement intending to be legally bound thereby. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and the Shareholder expressly agrees that this Agreement shall be specifically enforceable in any court of competent jurisdiction in accordance with its terms against the Shareholder, in addition to any other remedy that Buyer may have at law or in equity. All of the covenants and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the respective parties and their permitted successors, assigns, heirs, executors, administrators and other legal representatives, as the case may be, but, except as otherwise specifically provided herein, neither this Agreement nor any of the rights, interests or obligations of the Shareholder hereunder may be assigned without the prior written consent of Buyer.

7. No Waivers. No waivers of any breach of this Agreement extended by Buyer to the Shareholder shall be construed as a waiver of any rights or remedies of Buyer with respect to any other shareholder of Seller who has executed an

agreement substantially in the form of this Agreement with respect to Shares beneficially owned by such shareholder or with respect to any subsequent breach by the Shareholder or any other such shareholder of Seller. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

8. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Buyer any direct or indirect ownership or incidence of ownership of or with respect to any of the Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Shareholder, and Buyer shall have no authority to direct the Shareholder in the voting or disposition of any of the Shares, except as otherwise provided in this Agreement.

9. Capacity as Shareholder. The Shareholder is signing this Agreement solely in the Shareholder s capacity as a shareholder of Seller, and not in the Shareholder s capacity as a director, officer or employee of Seller or any Seller Subsidiary or in the Shareholder s capacity as a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding anything herein to the contrary, nothing herein shall in any way (a) restrict a director and/or officer of Seller in the exercise of his or her fiduciary duties, consistent with the terms of the Merger Agreement, as a director and/or officer of Seller or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust, or (b) prevent or be construed to create any obligation on the part of any director and/or officer of Seller or any trustee or fiduciary of any employee benefit plan or trust from taking any action or omitting to take any action in such capacity.

10. Entire Agreement; Amendments. This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto.

11. Further Assurances. From time to time and without additional consideration, the Shareholder shall execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents and other instruments, and shall take such further actions, as Buyer may reasonably request for the purpose of carrying out and furthering the purpose and intent of this Agreement.

12. Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are fulfilled to the greatest extent possible.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

14. Public Disclosure. The Shareholder shall not issue or cause the publication of any press release or other public announcement (to the extent not previously issued or made in accordance with the Merger Agreement) with respect to this Agreement, the Merger Agreement or the transactions contemplated by the Merger Agreement, without the prior consent of Buyer. The Shareholder hereby permits Buyer to publish and disclose in any document and/or schedule filed by Buyer with the SEC and in any press release or other disclosure document the Shareholder s identity and ownership of Shares and the nature of the Shareholder s commitments and obligations pursuant to this Agreement.

15. Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of West Virginia, without giving effect to the principles of conflicts of laws thereof that would cause the application of the

laws of any other jurisdiction.

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(b) **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

16. No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the Board of Directors of Seller has approved, for purposes of any applicable anti-takeover laws and regulations and any applicable provision of Seller s articles of incorporation or bylaws, the Merger pursuant to the Merger Agreement, (b) the Merger Agreement is executed by all parties thereto, and (c) this Agreement is executed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the day and year first written above.

WESBANCO, INC.

By:
Name:
Title:

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Schedule 1

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ANNEX B

May 2, 2016

The Board of Directors

Your Community Bankshares, Inc.

101 West Spring Street

New Albany, IN 47150

Members of the Board:

You have requested the opinion of Keefe, Bruyette & Woods, Inc. (KBW or we) as investment bankers as to the fairness, from a financial point of view, to the common shareholders of Your Community Bankshares, Inc. (YCB) of the Merger Consideration (as defined below) to be received by such shareholders in the proposed merger (the Merger) of YCB with and into WesBanco, Inc. (WSBC), pursuant to the Agreement and Plan of Merger (the Agreement) to be entered into by and among YCB, WSBC, Your Community Bank, a wholly-owned subsidiary of YCB (Community Bank), and WesBanco Bank, Inc., a wholly-owned subsidiary of WSBC (WesBanco Bank). Pursuant to the Agreement and subject to the terms, conditions and limitations set forth therein, at the Effective Time (as defined in the Agreement), by virtue of the Merger and without any action on the part of YCB, WSBC, the holders of shares of common stock, par value $0.10 per share, of YCB (YCB Common Stock) or the holders of shares of common stock, par value $2.0833 per share, of WSBC (WSBC Common Stock), each share of YCB Common Stock issued and outstanding immediately prior to the Effective Time, shall be converted into and exchangeable for the right to receive: (i) 0.964 shares of WSBC Common Stock (the Stock Consideration) and (ii) $7.70 in cash, without interest (the Cash Consideration). The Cash Consideration and the Stock Consideration, taken together, are referred to herein as the Merger Consideration. The terms and conditions of the Merger are more fully set forth in the Agreement.

The Agreement further provides that, immediately after and subject to the Effective Time, Community Bank, shall merge with and into WesBanco Bank, with WesBanco Bank as the surviving entity (such transaction, the Bank Merger).

KBW has acted as financial advisor to YCB and not as an advisor to or agent of any other person. As part of our investment banking business, we are continually engaged in the valuation of bank and bank holding company securities in connection with acquisitions, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements and valuations for various other purposes. As specialists in the securities of banking companies, we have experience in, and knowledge of, the valuation of banking enterprises. In the ordinary course of their broker-dealer businesses and further to certain existing sales and trading relationships with each of YCB and WSBC, KBW and its affiliates from time to time purchase securities from, and sell securities to, YCB and WSBC for which compensation is received. In addition, as a market maker in securities, KBW and its affiliates may from time to time have a long or short position in, and buy or sell, debt or equity securities of YCB or WSBC for their own accounts and for the accounts of their respective customers. We have acted exclusively for the board of directors of YCB (the Board) in rendering this opinion and will receive a fee from YCB for our services. A portion of our fee is payable upon the rendering of this opinion, and a significant portion is contingent upon the successful completion of

the Merger. In addition, YCB has agreed to indemnify us for certain liabilities arising out of our engagement.

Keefe, Bruyette & Woods, a Stifel Company 501 North Broadway, St. Louis, MO 63102

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The Board of Directors Your Community Bankshares, Inc.

May 2, 2016

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In addition to this present engagement, in the past two years, KBW has provided investment banking and financial advisory services to YCB and received compensation for such services. KBW served as placement agent for the Company s December 2015 private placement of subordinated debt securities. In the past two years, KBW has not provided investment banking and financial advisory services to WSBC. We may in the future provide investment banking and financial advisory services to YCB or WSBC and receive compensation for such services.

In connection with this opinion, we have reviewed, analyzed and relied upon material bearing upon the financial and operating condition of YCB and WSBC and bearing upon the Merger, including among other things, the following: (i) a draft of the Agreement dated April 26, 2016 (the most recent draft made available to us); (ii) the audited financial statements and the Annual Reports on Form 10-K for the three fiscal years ended December 31, 2015 of YCB; (iii) the audited financial statements and Annual Reports on Form 10-K for the three fiscal years ended December 31, 2015 of WSBC; (iv) certain unaudited quarterly financial results for the period ended March 31, 2016 of WSBC (contained in the Current Report on Form 8-K filed by WSBC with the Securities and Exchange Commission on April 20, 2016); (v) certain draft and unaudited quarterly financial results for the period ended March 31, 2016 of YCB (provided to us by representatives of YCB); (vi) certain regulatory filings of YCB, Community Bank, WSBC and WesBanco Bank, including (as applicable) the quarterly reports on Form FR Y-9C and call reports filed with respect to each quarter during the three year period ended December 31, 2015; (vii) certain other interim reports and other communications of YCB and WSBC to their respective shareholders; and (viii) other financial information concerning the businesses and operations of YCB and WSBC that was furnished to us by YCB and WSBC or which we were otherwise directed to use for purposes of our analyses. Our consideration of financial information and other factors that we deemed appropriate under the circumstances or relevant to our analyses included, among others, the following: (i) the historical and current financial position and results of operations of YCB and WSBC; (ii) the assets and liabilities of YCB and WSBC; (iii) the nature and terms of certain other merger transactions and business combinations in the banking industry; (iv) a comparison of certain financial and stock market information for YCB and WSBC with similar information for certain other companies the securities of which are publicly traded; (v) financial and operating forecasts and projections of YCB that were prepared by, and provided to us and discussed with us by, YCB management and that were used and relied upon by us at the direction of such management and with the consent of the Board; (vi) publicly available consensus street estimates of WSBC for 2016 and 2017, as well as assumed long-term WSBC growth rates provided to us by WSBC management, all of which information was used and relied upon by us, at the direction of YCB management and with the consent of the Board; and (vii) estimates regarding certain pro forma financial effects of the Merger on WSBC (including, without limitation, the cost savings and related expenses expected to result or be derived from the Merger) that were prepared by, and provided to us by, the management of WSBC, and used and relied upon by us at the direction of YCB management and with the consent of the Board. We have also performed such other studies and analyses as we considered appropriate and have taken into account our assessment of general economic, market and financial conditions and our experience in other transactions, as well as our experience in securities valuation and knowledge of the banking industry generally. We have also participated in discussions with the managements of YCB and WSBC regarding the past and current business operations, regulatory relations, financial condition and future prospects of their respective companies and such other matters as we have deemed relevant to our inquiry. In addition, we have considered the results of the efforts undertaken by or on behalf of YCB, with our assistance, to solicit indications of interest from third parties regarding a potential transaction with

YCB.

In conducting our review and arriving at our opinion, we have relied upon and assumed the accuracy and completeness of all of the financial and other information that was provided to us or that was publicly available and we have not independently verified the accuracy or completeness of any such information or assumed any

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responsibility or liability for such verification, accuracy or completeness. We have relied upon the management of YCB as to the reasonableness and achievability of the financial and operating forecasts and projections of YCB (and the assumptions and bases therefor) that were prepared by, and provided to us and discussed with us by, such management and we have assumed that such forecasts and projections were reasonably prepared on a basis reflecting the best currently available estimates and judgments of such management and that such forecasts and projections will be realized in the amounts and in the time periods currently estimated by such management. We have further relied, with the consent of YCB, upon WSBC management as to the reasonableness and achievability of the publicly available consensus street estimates of WSBC referred to above (and the assumed WSBC long-term growth rates provided to us by such management), as well as the estimates regarding certain pro forma financial effects of the Merger on WSBC (and the assumptions and bases therefor, including without limitation the cost savings and related expenses expected to result or be derived from the Merger) referred to above, and we have assumed, with the consent of YCB, that all such information was reasonably prepared on a basis reflecting, or in the case of the WSBC street estimates referred to above were consistent with, the best currently available estimates and judgments of WSBC management and that the forecasts, projections and estimates reflected in such information will be realized in the amounts and in the time periods currently estimated.

It is understood that the forecasts, projections, and estimates of YCB and WSBC provided to us were not prepared with the expectation of public disclosure and that all of such forecasts, projections, and estimates, together with the publicly available consensus street estimates of WSBC referred to above that we were directed to use, are based on numerous variables and assumptions that are inherently uncertain, including, without limitation, factors related to general economic and competitive conditions and that, accordingly, actual results could vary significantly from those set forth in such information. We have assumed, based on discussions with the respective managements of YCB and WSBC and with the consent of the Board, that all such information provides a reasonable basis upon which we could form our opinion and we express no view as to any such information or the assumptions or bases therefor. We have relied on all such information without independent verification or analysis and do not in any respect assume any responsibility or liability for the accuracy or completeness thereof.

We also assumed that there were no material changes in the assets, liabilities, financial condition, results of operations, business or prospects of either YCB or WSBC since the date of the last financial statements of each such entity that were made available to us. We are not experts in the independent verification of the adequacy of allowances for loan and lease losses and we have assumed, without independent verification and with your consent, that the aggregate allowances for loan and lease losses for YCB and WSBC are adequate to cover such losses. In rendering our opinion, we have not made or obtained any evaluations or appraisals or physical inspection of the property, assets or liabilities (contingent or otherwise) of YCB or WSBC, the collateral securing any of such assets or liabilities, or the collectability of any such assets, nor have we examined any individual loan or credit files, nor did we evaluate the solvency, financial capability or fair value of YCB or WSBC under any state or federal laws, including those relating to bankruptcy, insolvency or other matters. Estimates of values of companies and assets do not purport to be appraisals or necessarily reflect the prices at which companies or assets may actually be sold. Because such estimates are inherently subject to uncertainty, we assume no responsibility or liability for their accuracy.

We have assumed, in all respects material to our analyses, the following: (i) that the Merger and any related transactions (including the Bank Merger) will be completed substantially in accordance with the terms set forth in the Agreement (the final terms of which we have assumed will not differ in any respect material to our analyses from the draft reviewed and referred to above) with no adjustments to the Merger Consideration;

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(ii) that the representations and warranties of each party in the Agreement and in all related documents and instruments referred to in the Agreement are true and correct; (iii) that each party to the Agreement and all related documents will perform all of the covenants and agreements required to be performed by such party under such documents; (iv) that there are no factors that would delay or subject to any adverse conditions, any necessary regulatory or governmental approval for the Merger or any related transaction and that all conditions to the completion of the Merger and any related transaction will be satisfied without any waivers or modifications to the Agreement or any of the related documents; and (v) that in the course of obtaining the necessary regulatory, contractual, or other consents or approvals for the Merger and any related transaction, no restrictions, including any divestiture requirements, termination or other payments or amendments or modifications, will be imposed that will have a material adverse effect on the future results of operations or financial condition of YCB, WSBC or the pro forma entity, or the contemplated benefits of the Merger, including the cost savings and related expenses expected to result or be derived from the Merger. We have assumed that the Merger will be consummated in a manner that complies with the applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations. We have further been advised by representatives of YCB that YCB has relied upon advice from its advisors (other than KBW) or other appropriate sources as to all legal, financial reporting, tax, accounting and regulatory matters with respect to YCB, WSBC, the Merger and any related transaction (including the Bank Merger), and the Agreement. KBW has not provided advice with respect to any such matters.

This opinion addresses only the fairness, from a financial point of view, as of the date hereof, to the holders of YCB Common Stock of the Merger Consideration to be received by such holders in the Merger. We express no view or opinion as to any other terms or aspects of the Merger or any term or aspect of any related transaction (including the Bank Merger), including without limitation, the form or structure of the Merger (including the form of Merger Consideration or the allocation thereof between cash and stock) or any related transaction, any consequences of the Merger or any related transaction to YCB, its shareholders, creditors or otherwise, or any terms, aspects, merits or implications of any employment, consulting, voting, support, shareholder or other agreements, arrangements or understandings contemplated or entered into in connection with the Merger or otherwise. Our opinion is necessarily based upon conditions as they exist and can be evaluated on the date hereof and the information made available to us through the date hereof. It is understood that subsequent developments may affect the conclusion reached in this opinion and that KBW does not have an obligation to update, revise or reaffirm this opinion. Our opinion does not address, and we express no view or opinion with respect to, (i) the underlying business decision of YCB to engage in the Merger or enter into the Agreement; (ii) the relative merits of the Merger as compared to any strategic alternatives that are, have been or may be available to or contemplated by YCB or the Board; (iii) the fairness of the amount or nature of any compensation to any of YCB s officers, directors or employees, or any class of such persons, relative to the compensation to the holders of YCB Common Stock; (iv) the effect of the Merger or any related transaction on, or the fairness of the consideration to be received by, holders of any class of securities of YCB (other than the holders of YCB Common Stock solely with respect to the Merger Consideration, as described herein and not relative to the consideration to be received by holders of any other class of securities) or holders of any class of securities of WSBC or any other party to any transaction contemplated by the Agreement; (v) whether WSBC has sufficient cash, available lines of credit or other sources of funds to enable it to pay the aggregate amount of the Cash Consideration to

the holders of YCB Common Stock at the closing of the Merger; (vi) the actual value of WSBC Common Stock to be issued in the Merger; (vii) the prices, trading range or volume at which YCB Common Stock or WSBC Common Stock will trade following the public announcement of the Merger or the prices,

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trading range or volume at which WSBC Common Stock will trade following the consummation of the Merger; (viii) any advice or opinions provided by any other advisor to any of the parties to the Merger or any other transaction contemplated by the Agreement; or (ix) any legal, regulatory, accounting, tax or similar matters relating to YCB, WSBC, their respective shareholders, or relating to or arising out of or as a consequence of the Merger or any related transaction (including the Bank Merger), including whether or not the Merger would qualify as a tax-free reorganization for United States federal income tax purposes.

This opinion is for the information of, and is directed to, the Board (in its capacity as such) in connection with its consideration of the financial terms of the Merger. This opinion does not constitute a recommendation to the Board as to how it should vote on the Merger, or to any holder of YCB Common Stock or any shareholder of any other entity as to how to vote in connection with the Merger or any other matter, nor does it constitute a recommendation regarding whether or not any such shareholder should enter into a voting, shareholders , or affiliates agreement with respect to the Merger or exercise any dissenters or appraisal rights that may be available to such shareholder.

This opinion has been reviewed and approved by our Fairness Opinion Committee in conformity with our policies and procedures established under the requirements of Rule 5150 of the Financial Industry Regulatory Authority.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Merger Consideration to be received by the holders of YCB Common Stock in the Merger is fair, from a financial point of view, to such holders.

Very truly yours,

Keefe, Bruyette & Woods, Inc.

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PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. ***Indemnification of Directors and Officers.***

WesBanco s Bylaws provide, and West Virginia law permits, the indemnification of directors and officers against certain liabilities. Officers and directors of WesBanco and its subsidiaries are indemnified, to the maximum extent permitted under the West Virginia Business Corporation Act (including advanced indemnification payments), against liabilities incurred in connection with proceedings in which they are made parties by reason of their being or having been directors or officers of the corporation, except for certain prohibitions set forth in WesBanco s Bylaws regarding prohibited indemnification payments. WesBanco does provide indemnity insurance to its officers and directors. Such insurance will not, however, indemnify officers or directors for willful misconduct or gross negligence in the performance of a duty to WesBanco.

I. Article VI of the Bylaws of WesBanco provides:

Indemnification of Directors and Officers

SECTION 1. Indemnification. Each director and officer, whether or not then in office, shall be indemnified by the corporation against liability incurred by and imposed upon him in connection with or resulting from any action, suit or proceeding, to which he may be made a party by reason of his being or having been a director or officer of the corporation, or of any other company which he served at the request of the corporation, to the maximum extent permitted under the West Virginia Business Corporation Act, except as prohibited by Section 2 and Section 4 of this Article VI. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled as a matter of law. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in accordance with the provisions of the West Virginia Business Corporation Act.

SECTION 2. Prohibited Indemnification Payment. Notwithstanding the provisions of Section 1 of this Article VI, no director or officer shall receive a prohibited indemnification payment, which is any payment or agreement to make a payment to pay or reimburse such director or officer for any liability or legal expenses in any administrative proceeding brought by the appropriate federal banking agency that results in a final order or settlement in which the director or officer is assessed a civil money penalty, is removed or prohibited from conducting the business of banking, or is required to cease an action or take any affirmative action, including making restitution, with respect to Wesbanco Bank, Inc. or the corporation.

SECTION 3. Insurance. The corporation may purchase commercial insurance to cover certain costs that the corporation incurs under the indemnification provisions of Section 1 of this Article VI. Costs that may be covered include legal expenses and restitution that an individual may be ordered to make to the corporation. Such insurance may not, however, pay or reimburse a director or officer for any final judgment or civil money penalty assessed against such individual. Furthermore, partial indemnification for legal expenses is permitted in connection with a settlement when there is a formal and final finding that the director or officer has not breached a fiduciary duty, engaged in unsafe or unsound practices, and is not subject to a final prohibition order.

SECTION 4. Determination that Indemnification is Proper. The corporation may make or agree to make a reasonable indemnification payment if all of the following conditions are met: (i) the board of directors investigates and determines in writing that the director or officer acted in good faith and in the best interests of Wesbanco Bank, Inc.;

(ii) the board of directors investigates and determines that the payment will not materially adversely affect the safety and soundness of Wesbanco Bank, Inc. or the corporation; (iii) the payment does not fall within the definition of a prohibited indemnification payment; and (iv) the director or officer agrees in writing to reimburse the corporation, to the extent not covered by permissible insurance, for advanced indemnification payments that subsequently become prohibited indemnification payments.

II. W. Va. Code Section 31D-8-851 through Section 31D-8-856 provides:

Section 31D-8-851. Permissible Indemnification.

(a) Except as otherwise provided in this section, a corporation may indemnify an individual who is a party to a proceeding because he or she is a director against liability incurred in the proceeding if:

(1) (A) He or she conducted himself or herself in good faith; and

(B) He or she reasonably believed: (i) In the case of conduct in his or her official capacity, that his or her conduct was in the best interests of the corporation; and (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of the corporation; and

(C) In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

(2) He or she engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation as authorized by subdivision (5), subsection (b), section two hundred two, article two of this chapter.

(b) A director s conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement of subparagraph (ii), paragraph (B), subdivision (1), subsection (a) of this section.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not determinative that the director did not meet the relevant standard of conduct described in this section.

(d) Unless ordered by a court under subdivision (3), subsection (a), section eight hundred fifty-four of this article, a corporation may not indemnify a director:

(1) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under subsection (a) of this section; or

(2) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that he or she received a financial benefit to which he or she was not entitled, whether or not involving action in his or her official capacity.

Section 31D-8-852. Mandatory Indemnification.

A corporation must indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceeding.

Section 31D-8-853. Advance for Expenses.

(a) A corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding because he or she is a director if he or she delivers to the corporation:

(1) A written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in section eight hundred fifty-one of this article or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation as authorized by subdivision (4), subsection (b), section two hundred two, article two of this chapter; and

(2) His or her written undertaking to repay any funds advanced if he or she is not entitled to mandatory indemnification under section eight hundred fifty-two of this article and it is ultimately determined under section eight hundred fifty-four or eight hundred fifty-five of this article that he or she has not met the relevant standard of conduct described in section eight hundred fifty-one of this article.

(b) The undertaking required by subdivision (2), subsection (a) of this section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

(c) Authorizations under this section are to be made:

(1) By the board of directors:

(A) If there are two or more disinterested directors, by a majority vote of all the disinterested directors, a majority of whom constitute a quorum for this purpose, or by a majority of the members of a committee of two or more disinterested directors appointed by a vote; or

(B) If there are fewer than two disinterested directors, by the vote necessary for action by the board in accordance with subsection (c), section eight hundred twenty-four of this article in which authorization directors who do not qualify as disinterested directors may participate; or

(2) By the shareholders, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the authorization; or

(3) By special legal counsel selected in a manner in accordance with subdivision (2), subsection (b), section eight hundred fifty-five of this article.

Section 31D-8-854. Circuit Court-Ordered Indemnification and Advance for Expenses.

(a) A director who is a party to a proceeding because he or she is a director may apply for indemnification or an advance for expenses to the circuit court conducting the proceeding or to another circuit court of competent jurisdiction. After receipt of an application and after giving any notice it considers necessary, the circuit court shall:

(1) Order indemnification if the circuit court determines that the director is entitled to mandatory indemnification under section eight hundred fifty-two of this article;

(2) Order indemnification or advance for expenses if the circuit court determines that the director is entitled to indemnification or advance for expenses pursuant to a provision authorized by subsection (a), section eight hundred fifty-eight of this article; or

(3) Order indemnification or advance for expenses if the circuit court determines, in view of all the relevant circumstances, that it is fair and reasonable:

(A) To indemnify the director; or

(B) To advance expenses to the director, even if he or she has not met the relevant standard of conduct set forth in subsection (a), section eight hundred fifty-one of this article, failed to comply with section eight hundred fifty-three of this article or was adjudged liable in a proceeding referred to in subdivision (1) or (2), subsection (d), section eight

hundred fifty-one of this article, but if he or she was adjudged so liable his or her indemnification is to be limited to reasonable expenses incurred in connection with the proceeding.

(b) If the circuit court determines that the director is entitled to indemnification under subdivision (1), subsection (a) of this section or to indemnification or advance for expenses under subdivision (2) of said subsection, it shall also order the corporation to pay the director s reasonable expenses incurred in connection with obtaining circuit court-ordered indemnification or advance for expenses. If the circuit court determines that

the director is entitled to indemnification or advance for expenses under subdivision (3) of said subsection, it may also order the corporation to pay the director s reasonable expenses to obtain circuit court-ordered indemnification or advance for expenses.

Section 31D-8-855. Determination and Authorization of Indemnification.

(a) A corporation may not indemnify a director under section eight hundred fifty-one of this article unless authorized for a specific proceeding after a determination has been made that indemnification of the director is permissible because he or she has met the relevant standard of conduct set forth in section eight hundred fifty-one of this article.

(b) The determination is to be made:

(1) If there are two or more disinterested directors, by the board of directors by a majority vote of all the disinterested directors, a majority of whom constitute a quorum for this purpose, or by a majority of the members of a committee of two or more disinterested directors appointed by a vote;

(2) By special legal counsel:

(A) Selected in the manner prescribed in subdivision (1) of this subsection; or

(B) If there are fewer than two disinterested directors, selected by the board of directors in which selection directors who do not qualify as disinterested directors may participate; or

(3) By the shareholders, but shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

(c) Authorization of indemnification is to be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, authorization of indemnification is to be made by those entitled under paragraph (B), subdivision (2), subsection (b) of this section to select special legal counsel.

Section 31D-8-856. Indemnification of Officers.

(a) A corporation may indemnify and advance expenses under this part to an officer of the corporation who is a party to a proceeding because he or she is an officer of the corporation:

(1)To the same extent as a director; and

(2) If he or she is an officer but not a director, to a further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors or contract except for:

(A) Liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding; or

(B) Liability arising out of conduct that constitutes:

(i) Receipt by him or her of a financial benefit to which he or she is not entitled;

(ii) An intentional infliction of harm on the corporation or the shareholders; or

(iii) An intentional violation of criminal law.

(b) The provisions of subdivision (2), subsection (a) of this section apply to an officer who is also a director if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer.

(c) An officer of a corporation who is not a director is entitled to mandatory indemnification under section eight hundred fifty-two of this article and may apply to a court under section eight hundred fifty-four of this

article for indemnification or an advance for expenses in each case to the same extent to which a director may be entitled to indemnification or advance for expenses under those provisions.

Certain rules of the Federal Deposit Insurance Corporation limit the ability of certain depository institutions, their subsidiaries and their affiliated depository institution holding companies to indemnify affiliated parties, including institution directors. In general, subject to the ability to purchase directors and officers liability insurance and to advance professional expenses under certain circumstances, the rules prohibit such institutions from indemnifying a director for certain costs incurred with regard to an administrative or enforcement action commenced by any federal banking agency that results in a final order or settlement pursuant to which the director is assessed a civil money penalty, removed from office, prohibited from participating in the affairs of an insured depository institution or required to cease and desist from or take an affirmative action described in Section 8(b) of the Federal Deposit Insurance Act (12 U.S.C. § 1818(b)).

Item 21. ***Exhibits and Financial Statement Schedules.***

(a) The following exhibits are filed herewith or incorporated herein by reference as part of this Registration Statement:

Exhibit	Title
2.1	Agreement and Plan of Merger, dated as of May 3, 2016, by and between Wesbanco, Inc., Wesbanco Bank, Inc., Your Community Bankshares, Inc., and Your Community Bank (incorporated by reference to Annex A of the proxy statement/prospectus included in this Registration Statement)*
5.1	Opinion of Phillips, Gardill, Kaiser & Altmeyer, PLLC as to the legality of the shares of common stock registered hereby**
8.1	Opinion of K&L Gates LLP as to certain tax matters**
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10.1	Amendment to Employment Agreement by and between James D. Rickard, Your Community Bankshares, Inc., Your Community Bank, Wesbanco, Inc., and Wesbanco Bank, Inc. dated May 27, 2016**
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23.1	Consent of Ernst & Young LLP
23.2	Consent of Crowe Horwath LLP

23.3	Consent of Phillips, Gardill, Kaiser & Altmeyer, PLLC (included in Exhibit 5.1)**
23.4	Consent of K&L Gates LLP (included in Exhibit 8.1)**

Exhibit	Title
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24.1	Power of Attorney**
99.1	Form of Proxy for Special Meeting of Your Community Bankshares, Inc. Shareholders
99.2	Consent of Keefe, Bruyette & Woods, Inc.**
99.3	Consent of Gary L. Libs**
99.4	Consent of Kerry M. Stemler**

* Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K but Wesbanco, Inc. will provide them to the Securities and Exchange Commission upon request.

** Previously filed.

Item 22. *Undertakings.*

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

ii. to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

iii. to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) (1) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the

applicable form.

(2) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding or (ii) that purports to meet the requirements of section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any

liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(d) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant s annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(e) The undersigned registrant hereby undertakes to respond to any request for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form within one business day of receipt of such request and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wheeling, State of West Virginia, on July 14, 2016.

WESBANCO, INC.

By: /s/ Todd F. Clossin
Todd F. Clossin
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on July 14, 2016.

Signature	Title
/s/ Todd F. Clossin	President, Chief Executive Officer & Director
Todd F. Clossin	(Principal Executive Officer)
/s/ Robert H. Young	Executive Vice President & Chief Financial Officer
Robert H. Young	(Principal Financial and Accounting Officer)
*	Director
Stephen J. Callen	
*	Director
Christopher V. Criss	
*	Director
Abigail M. Feinknopf	
*	Director
Ernest S. Fragale	
*	Director
James C. Gardill	

*	Director
D. Bruce Knox	
*	Director
Lisa A. Knutson	
*	Director
Paul M. Limbert	
*	Director
Jay T. McCamic	

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Signature	Title
*	Director
Eric Nelson, Jr.	
*	Director
Ronald W. Owen	
*	Director
Denise Knouse-Snyder	
*	Director
Richard G. Spencer	
*	Director
Reed J. Tanner	
*	Director
Charlotte A. Zuschlag	

* By: /s/ Robert H. Young
Robert H. Young
Attorney-in-Fact
July 14, 2016

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