
Section 1: 8-K (CTBI 2019 EXECUTIVE COMPENSATION AND INCENTIVE PLAN FORM 8-K)

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): January 29, 2019

Community Trust Bancorp, Inc.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN CHARTER)

Kentucky (STATE OR OTHER JURISDICTION OF INCORPORATION)	001-31220 (COMMISSION FILE NUMBER)	61-0979818 (IRS EMPLOYER IDENTIFICATION NO.)
346 North Mayo Trail, Pikeville, Kentucky (ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)		41501 (ZIP CODE)
Registrant's telephone number, including area code (606) 432-1414		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company



If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 1.01 – ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 29, 2019, Community Trust Bancorp, Inc.’s Board of Directors approved the Employee Incentive Compensation Plan for the year ending December 31, 2019, which is included under Item 5.02 below, and incorporated herein by reference.

ITEM 5.02 – DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On January 29, 2019, Community Trust Bancorp, Inc.’s (“CTBI”) Board of Directors approved the following actions, which were approved by the Compensation Committee and recommended to the Board of Directors:

- *Base Salary Increases.* New annual base salaries were approved for the following named executive officers: Jean R. Hale (Chairman, President and Chief Executive Officer) - \$650,000; Kevin J. Stumbo (Executive Vice President, Chief Financial Officer, and Treasurer) - \$295,000; Mark A. Gooch (Executive Vice President and Secretary) - \$460,000; Larry W. Jones (Executive Vice President) - \$290,000; and James B. Draughn (Executive Vice President) - \$290,000.
- *Cash Incentive Compensation Awards for the Year(s) Ended December 31, 2018.* CTBI’s named executive officers were participants in CTBI’s Senior Management Incentive Compensation Plan for the year ended December 31, 2018 (“2018 Plan”). The Committee previously established the performance measures under the 2018 Plan and the required level of performance was achieved by CTBI under the Plan. Accordingly, the named executive officers were entitled to the following cash incentive awards (paid in January 2019).

	2018 Cash Incentive Awarded Under the Senior Management Incentive Compensation Plan (\$)
Jean R. Hale – Chairman, President and Chief Executive Officer	312,500
Kevin J. Stumbo – Executive Vice President, Chief Financial Officer, and Treasurer	84,000
Mark A. Gooch – Executive Vice President and Secretary	178,000
Larry W. Jones – Executive Vice President	84,000
James B. Draughn – Executive Vice President	83,250

CTBI’s named executive officers were also participants in CTBI’s 2015 Executive Committee Long-Term Incentive Compensation Plan (“2016 Plan”) for the three year period ending December 31, 2018. The Committee previously established the performance measures under the 2016 Plan and the required level of performance was achieved by CTBI under the Plan. Accordingly, the named executive officers were entitled to the following cash incentive awards (paid in January 2019).

	2018 Cash Incentive Awarded Under the Long-Term Incentive Compensation Plan (\$)
Jean R. Hale – Chairman, President and Chief Executive Officer	172,500
Kevin J. Stumbo – Executive Vice President, Chief Financial Officer, and Treasurer	36,750
Mark A. Gooch – Executive Vice President and Secretary	93,150
Larry W. Jones – Executive Vice President	39,000
James B. Draughn – Executive Vice President	37,800

- *Grants of Restricted Stock.* Restricted stock was also granted to the named executive officers (as shown in the chart below) as a result of achieving the minimum level of performance under the 2018 Senior Management Incentive Compensation Plan. The restricted stock was granted pursuant to the terms of CTBI’s 2015 Stock Ownership Incentive Plan. The restrictions on the restricted stock will lapse ratably over four years. However, in the event of certain participant employee termination events occurring within 24 months of a change in control of CTBI or the death of the participant, the restrictions will lapse, and in the event of the participant’s disability, the restrictions will lapse on a pro rata basis. The Committee will have discretion to review and revise restrictions applicable to a participant’s restricted stock in the event of the participant’s retirement.

**Restricted Stock Granted
(Shares)**

Jean R. Hale – Chairman, President and Chief Executive Officer	3,040
Kevin J. Stumbo – Executive Vice President, Chief Financial Officer, and Treasurer	1,021
Mark A. Gooch – Executive Vice President and Secretary	1,895
Larry W. Jones – Executive Vice President	1,021
James B. Draughn – Executive Vice President	1,012

- *Plans for Annual Incentive Compensation Awards for the Year Ending December 31, 2019.* The Committee approved the Senior Management Incentive Compensation Plan for the year ending December 31, 2019 which is included herein as Exhibit 10.7 to this Current Report on Form 8-K. The participation groups under the Plan are: (i) Group I, consisting of the Community Trust Bancorp, Inc. Chief Executive Officer (“CTBI CEO”), Community Trust Bank, Inc. Chief Executive Officer (“CTB CEO”), and other members of the Executive Committee (“Other Executive Officers”); (ii) Group II, consisting of CTB officers responsible for the various consolidated functions as selected by the CTB CEO, the Presidents of each market, and the Community Trust and Investment Company (CTIC) officers responsible for various departments as selected by the CTIC CEO; and (iii) Group III, consisting of Senior Vice Presidents of consolidated functions selected for participation by the Compensation Committee. Individuals below the Senior Vice President level may be selected by the Compensation Committee for special option awards for extraordinary performance. This Plan may be amended, modified, or terminated by the Board of Directors at any time at its sole discretion, except that after the 90th day of the year the performance standards may not be changed in a manner that would increase the amount of incentive compensation payable for such year.
 - Participants will be eligible for a cash award determined by earnings per share (EPS) growth and earnings as a percentage of average assets (ROAA). The minimum and maximum awards as a percentage of salary for each group will be: (i) Group I – CTBI CEO minimum award of 25% of salary and maximum award of 100% of salary; (ii) Group I – CTB CEO minimum award of 20% of salary and maximum award of 80% of salary; (iii) Group I – Other Executive Officers minimum award of 15% of salary and maximum award of 60% of salary; (iv) Group II – minimum award of 3.5% of salary and maximum award of 8.75% of salary; and (v) Group III – minimum award of 2.75% of salary and maximum award of 6.71% of salary. In the event that the ROAA or EPS are not attained but the target net income is attained, the amount of the award under the Plan shall be paid at the base level of target performance payment. There shall be a minimum acceptable performance beneath which no incentive awards are paid and a maximum above which there is no additional award paid to avoid excessive payout in the event of windfall profits.
 - Participants will be eligible to receive stock options (pursuant to CTBI’s 2015 Stock Ownership Incentive Plan) with a face value equal to certain percentages of salary or restricted stock (or a combination of options and restricted stock) of an amount recommended by the Compensation Committee and approved by the Board of Directors of CTBI subject to any limitations of the 2015 Stock Ownership Incentive Plan. The minimum and maximum stock option awards as a percentage of salary for each group will be: (i) Group I – CTBI CEO minimum award of 10% of salary and maximum award of 23% of salary; (ii) Group I – CTB CEO minimum award of 8.757% of salary and maximum award of 20.125% of salary; (iii) Group I – Other Executive Officers minimum award of 7.5% of salary and maximum award of 17.25% of salary; (iv) Group II – minimum award of 5% of salary and maximum award of 11.5% of salary; and (v) Group III – minimum award of 2.25% of salary and maximum award of 5% of salary. In the event that the ROAA or EPS are not attained but the target net income is attained, the amount of stock options and/or restricted stock awarded under the Plan shall be granted at the base level of target performance. There shall be a minimum acceptable performance beneath which awards will not be granted and a maximum above which there is no additional award in the event of windfall profits.

The Committee also approved the Employee Incentive Compensation Plan for the year ending December 31, 2019 which is included herein as Exhibit 10.9 to this Current Report on Form 8-K. Full-time employees who do not participate in another incentive plan are eligible to participate in this Plan. This Plan may be amended, modified, or terminated by the Board of Directors at any time at its sole discretion, except that after the 90th day of the year the target award and the performance standards may not be changed in a manner that would increase the amount of incentive compensation payable over the amount which would have been payable under the performance standards previously established.

- Participants will be eligible for a cash award determined by earnings per share growth and earnings as a percentage of average assets (ROAA). The minimum and maximum awards as a percentage of salary for each participant will be:

minimum award – 2% of salary and maximum award – 4.5% of salary. In the event that the ROAA or EPS are not attained but the target net income is attained, the amount of the award under the Plan shall be paid at the base level of target performance payment. There shall be a minimum acceptable performance beneath which no incentive awards are paid and a maximum above which there is no additional award paid to avoid excessive payout in the event of windfall profits.

- *Plan for Long-Term Incentive Compensation for Executive Committee.* The Committee approved the 2019 Executive Committee Long-Term Incentive Compensation Plan which is included herein as Exhibit 10.19 to this Current Report on Form 8-K. This Plan may be amended, modified, or terminated by the Board of Directors at any time at its sole discretion, except that after the 90th day of the year, the performance goals set forth within may not be amended in a manner which would increase the amount of compensation payable pursuant to performance units over the amount which would have been payable under the performance goals previously established for such year. Participants in this Plan will be the members of the Executive Committee of CTBI.
 - The target award fund shall be generated by 40% of the salary of the CTBI CEO, 30% of the CTB CEO, and 20% of the salary of other members of the Executive Committee. The target award may be changed by the Compensation Committee of the Board of Directors at any time during the Performance Period at their discretion provided, however, that the target award as a percentage of salary may not be increased after the 90th day of the 2019 calendar year.
 - The actual amount of payments under the performance units shall be calculated according to a schedule comparing cumulative net income (over a three-year performance period) to the performance goals described within the Plan and payments will be made in the form of cash or shares. The minimum and maximum awards as a percentage of salary will be 10.0% and 60.0% for the CTBI CEO, 7.50% and 45.0% for the CTB CEO, and 5.00% and 30.0% for all other members of the Executive Committee, respectively. No amounts may be paid under the performance units unless CTBI attains a minimum acceptable performance, and no additional amounts may be paid above the maximum performance level.

ITEM 9.01 – FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
10.7	Senior Management Incentive Compensation Plan (for the year ending December 31, 2019)
10.9	Employee Incentive Compensation Plan (for the year ending December 31, 2019)
10.19	Community Trust Bancorp, Inc. 2019 Executive Committee Long-Term Incentive Compensation Plan

EXHIBIT INDEX

Exhibit No.	Description
10.7	Senior Management Incentive Compensation Plan (for the year ending December 31, 2019)
10.9	Employee Incentive Compensation Plan (for the year ending December 31, 2019)
10.19	Community Trust Bancorp, Inc. 2019 Executive Committee Long-Term Incentive Compensation Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COMMUNITY TRUST BANCORP, INC.

By:

Date: January 30, 2019

/s/ Jean R. Hale

Jean R. Hale

Chairman, President and Chief Executive Officer

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Section 2: EX-10.7 (CTBI 2019 EXECUTIVE COMPENSATION AND INCENTIVE PLAN FORM 8-K EXHIBIT 10.7 SR. INCENTIVE PLAN)

Exhibit 10.7

COMMUNITY TRUST BANCORP, INC.

SENIOR MANAGEMENT INCENTIVE COMPENSATION PLAN

EFFECTIVE JANUARY 1, 2019

SENIOR MANAGEMENT INCENTIVE COMPENSATION PLAN

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ARTICLE I

OBJECTIVES

Section 1.01

This plan is designed to reward senior management for meeting or exceeding industry standards for profitability and adopted to achieve the following objectives:

- (a) Increase the profitability and growth of Community Trust Bancorp, Inc. in a manner which is consistent with other goals of the Company, its stockholders and its employees,
- (b) Provide executive compensation which is competitive with other financial institutions,
- (c) Attract and retain personnel of outstanding ability and encourage excellence in the performance of individual responsibilities,
- (d) Motivate and reward those members of management who contribute to the success of the Company,
- (e) Distinguish among the performance contributions of some individuals by providing financial recognition for individual performance, as well as group performance, and
- (f) Allow the flexibility which permits revision and strengthening from time to time to reflect changing organizational goals and objectives.

ARTICLE II

DEFINITIONS

Section 2.01

As used herein, the following words and phrases shall have the meanings below unless the context clearly indicates otherwise:

- (a) “*Annual Incentive Plan*” or “*Annual Plan*” shall mean the Senior Management Incentive Compensation Plan set forth in this document and all amendments thereto.
- (b) “*Award Period*” means one Fiscal Year.
- (c) “*Board*” means the Board of Directors of Community Trust Bancorp, Inc.
- (d) “*Company*” means Community Trust Bancorp, Inc., and its subsidiaries.
- (e) “*Compensation Committee*” means the Compensation Committee of the Board.
- (f) “*Disability*” means the total and permanent disability of a participant as defined by any Long-Term Disability Plans in effect for the Company and as thereafter may be amended.
- (g) “*Effective Date*” means the date upon which the Plan shall become effective.
- (h) “*Fiscal Year*” means the accounting period adopted by the Company for federal income tax purposes.
- (i) “*Participant*” means a person designated by the Company to participate in the Plan.
- (j) “*Plan*” shall mean the Company’s Senior Management Incentive Compensation Plan.
- (k) “*Salary*” or “*Salaries*” shall mean the base salary in effect for each participant as of the last pay period in December of the Award Period.

- (l) “*Stock Option*” shall mean stock options granted under the Community Trust Bancorp, Inc. 2015 Stock Ownership Incentive Plan as hereinafter may be amended including substitutions or replacements of the Plan. Such options shall be Incentive Stock Options to the extent possible under tax laws in effect at the time the option is awarded.
- (m) “*Restricted Stock*” shall mean restricted stock granted under the Community Trust Bancorp, Inc. 2015 Stock Ownership Incentive Plan as hereinafter may be amended including substitutions or replacements of the Plan.

ARTICLE III

ADMINISTRATION OF THE PLAN

Section 3.01

The Compensation Committee shall administer the Plan and employ such other agents as may reasonably be required to administer the Plan.

Section 3.02

The Compensation Committee shall adopt such rules and regulations of general application as are beneficial for the administration of the Plan and shall make all discretionary decisions involving a participant of the Plan. Said committee shall also have the right to interpret the Plan, to determine the Effective Date, and to approve all employees who are to participate in the Plan.

Section 3.03

A majority of the Compensation Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which there is a quorum shall be valid acts. Acts reduced to and approved in writing by a majority of said committee shall also be valid acts.

Section 3.04

All incentive compensation payable under the Plan shall be paid from the general assets of the Company. To the extent that any person acquires a right to receive payments under the Plan, such right shall be no greater than the right of any unsecured creditor of the Company.

Section 3.05

The Compensation Committee may authorize the Chairman, President and CEO of the Company to send a written notice of such Plan to each selected Participant. No person shall have the right to be included in the Plan until receiving said notice in the form of Attachment "A" hereto.

Section 3.06

All costs and expenses involved in the administration of this Plan shall be paid by the Company.

Section 3.07

Any determination or action of the Compensation Committee or the Board shall be final, conclusive and binding on all participants and their beneficiaries, heirs, personal representatives, executors and administrators.

Section 3.08

The Board of Directors, in its sole discretion, may amend, modify or terminate the Plan at any time. The Compensation Committee shall also annually review the pre-determined performance standards and may amend such schedules in its sole discretion. Notwithstanding the foregoing, after the 90th day of the year, the performance standards may not be amended in a manner which would increase the amount of incentive compensation payable over the amount which would have been payable under the performance standards previously established for such year.

ARTICLE IV

PARTICIPANT ELIGIBILITY

Section 4.01

The following groups shall participate in the Plan:

- (a) Group I shall consist of CEOs of Community Trust Bancorp, Inc. (CTBI) and Community Trust Bank, Inc. (CTB) plus all other Executive Committee positions of the Corporation.
- (b) Group II shall consist of the (1) CTB officers responsible for the various consolidated functions as selected by the CTB CEO; (2) the Presidents of each market; and (3) the Community Trust and Investment Company (CTIC) officers responsible for various departments as selected by the CTIC CEO.

- (c) Group III shall consist of Senior Vice Presidents of consolidated functions who are selected for participation by the Compensation Committee.
- (d) Individuals below senior vice president level may be recommended and approved by the Compensation Committee for special awards of options for extraordinary performance.

Section 4.02

Voluntary or involuntary termination of full-time employment of a Participant prior to the payment of incentive awards for an Award Period will result in such Participant forfeiting any incentive compensation for the Award Period (except as provided in Section 4.03 herein).

Section 4.03

If a Participant dies, retires, becomes disabled, or is granted a leave of absence during an Award Period, the Compensation Committee may, at its discretion or under such rules as it may have prescribed, award partial incentive compensation based on the level of achievement in relation to goals established for the Award Period.

Section 4.04

Directors who are also employees of the Company shall be eligible to participate in the Plan. However, a director who is compensated on the basis of a fee or retainer, as distinguished from a salary, shall not be eligible.

Section 4.05

New employees of the Company and persons promoted during the Award Period who were not eligible to participate in the Plan at the beginning of the Award Period, but have become a member of Group I, II, or III shall participate in the Plan so long as such eligibility came into existence no later than six (6) months after the beginning of said Award Period. If a person becomes eligible at a date later than six (6) months into an Award Period, such person shall not be a Participant under this Plan until the first day of the next Award Period.

ARTICLE V

PAYMENT TO PARTICIPANTS

Section 5.01

Incentive compensation to be awarded under the Plan shall be paid to Participants within thirty days after the close of the Award Period. Awards are not earned until paid to Participants. Except if an incentive is earned it will be payable to employees who retired effective the end of the award period.

Section 5.02

A Participant may elect to defer payment of all or part of his or her incentive compensation so long as the Participant requests such deferred payment under the terms of the Company's Voluntary Deferred Compensation Plan.

ARTICLE VI

DETERMINATION OF ANNUAL AWARD

Section 6.01

The actual amount of the Senior Management Incentive Compensation Plan award shall be calculated according to a schedule comparing earnings per share (EPS) and return on average assets (ROAA) for the Award Period to a pre-determined performance standard. When performance meets the established performance standards, the award fund will be adjusted according to the performance table.

Section 6.02

In the event that the ROAA or EPS targeted performance is not attained but the target net income is attained, the amount of the award under the Senior Management Incentive Plan shall be paid at the base level of target performance payment.

Section 6.03

There shall be a minimum acceptable performance beneath which no incentive awards are paid and a maximum above which there is no additional award paid to avoid excessive payout in the event of windfall profits. **Said minimum and maximum shall be reviewed annually and amended when necessary at any time in the sole discretion of the Compensation Committee; provided, however, that the minimum may not be reduced and the maximum may not be increased after the 90th day of the year.**

Section 6.04

A Participant who is rated a "4" or "5" on the most recent Performance Appraisal and Development Plan shall not be eligible to receive an award under the Plan.

ARTICLE VII

CALCULATION OF AWARD

Section 7.01

The Corporation's Group I will earn an award determined by EPS and ROAA as shown below:

TABLE I

2019 ANNUAL CASH INCENTIVE COMPENSATION AWARD INITIAL CALCULATION

Group I - Executive Committee of Community Trust Bancorp, Inc.

	Target ROAA	Award as a % of Target Award	Award as a % of Salary CTBI CEO	Award as a % of Salary CTB CEO	Award as a % of Salary Group I
	1.38%	50%	25%	20%	15%
Base	1.45%	100%	50%	40%	30%
	1.48%	150%	75%	60%	45%
	1.51%	200%	100%	80%	60%

- For 2019, the targeted (base) ROAA is established as follows: ROAA of 1.45% and EPS of \$3.49 per the Company's budget.
- For 2019, net income target is \$61,984,000.
- These results are after accrual of the incentive.

Section 7.02

The Corporation's (Group II) will earn an award determined by EPS growth and ROAA as shown below:

TABLE II

2019 ANNUAL CASH INCENTIVE COMPENSATION AWARD INITIAL CALCULATION

Group II – Consolidated Division Officers of CTBI and Market Presidents

	Target ROAA	Award as a % of Target Award	Award as a % of Salary Group II
	1.38%	50%	3.50%
Base	1.45%	100%	7.00%
	1.48%	112%	7.84%
	1.51%	125%	8.75%

- For 2019, the targeted (base) ROAA is established as follows: ROAA of 1.45% and EPS of \$3.49 per the Company's budget.
- For 2019, net income target is \$61,984,000.
- These results are after accrual of the incentive.

Section 7.03

Senior Vice Presidents of consolidated functions designated by the Compensation Committee will earn an award determined by EPS growth and ROAA as shown below:

TABLE III

2019 ANNUAL CASH INCENTIVE COMPENSATION AWARD

INITIAL CALCULATION

Group III - Senior Vice Presidents of Consolidated Functions

	Target	Award as a % of Target Award	Award as a % of Salary
	ROAA		Group III
	1.38%	50%	2.75%
Base	1.45%	100%	5.50%
	1.48%	106%	5.83%
	1.51%	122%	6.71%

- For 2019, the targeted (base) ROAA is established as follows: ROAA of 1.45% and EPS of \$3.49 per the Company's budget.
- For 2019, net income target is \$61,984,000.
- These results are after accrual of the incentive.

Section 7.04

Participants in Groups I, II, and III shall be eligible to receive Stock Option awards on the same day that cash awards are paid under the terms of this Plan. Such Stock Options shall have a face value equal to the percentage of salary shown on Table IV below, adjusted in the same manner and in the same proportion as cash awards are adjusted under the terms of Sections 7.01, 7.02, and 7.03, and rounded down as necessary to grant for whole shares. The Committee at its sole discretion may choose to issue Restricted Stock or a combination of Options and Restricted Stock of an amount recommended by the Compensation Committee and approved by the Board of Directors of Community Trust Bancorp, Inc. subject to any limitations of the 2015 Stock Ownership Incentive Plan.

TABLE IV

2019 SENIOR MANAGEMENT INCENTIVE COMPENSATION PLAN **STOCK OPTION AWARDS**

	Target	Stock Option Award as a % of Salary				
	ROAA	CTBI CEO	CTB CEO	Group I	Group II	Group III
	1.38%	10.00%	8.757%	7.50%	5.00%	2.25%
Base	1.45%	20.00%	17.515%	15.00%	10.00%	4.50%
	1.48%	21.00%	18.375%	15.75%	10.50%	4.75%
	1.51%	23.00%	20.125%	17.25%	11.50%	5.00%

- For 2019, the targeted (base) ROAA is established as follows: ROAA of 1.45% and EPS of \$3.49 per the Company's budget.
- For 2019, net income target is \$61,984,000.
- These results are after accrual of the incentive.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01

The Compensation Committee may elect to remove unusual, extraordinary or non-recurring items from the calculation of the earnings per share.

Section 8.02

The Company shall not merge into or consolidate with another entity or sell all or substantially all of its assets to another entity unless such other entity shall become obligated to perform the terms and conditions hereof relating to any awards already earned but not yet paid to the participant on his/her behalf.



NOTICE OF PARTICIPATION

is eligible for participation in the 2019 Plan Year for Community Trust Bancorp, Inc. Senior Management Incentive Compensation Plan, such participant being subject to all of the terms and conditions of said Plan.

Compensation Committee of the Board of Directors

BY: _____

Dated: _____

DESIGNATION OF BENEFICIARY

I, _____, a participant in the Community Trust Bancorp, Inc. Senior Management Incentive Compensation Plan, name the following as my primary beneficiary under said Plan in the event of my death prior to receiving an award payable to me under said Plan.

Name	Relationship
Address	

If the primary beneficiary predeceases me, I designate the following persons as a contingent beneficiary, in the order shown, to receive an award payable to me under the Plan:

Name	Relationship
Address	

Name	Relationship
Address	

Name	Relationship
Address	

This supersedes any previous beneficiary designation made by me with respect to this Plan. However, any compensation covered by the Community Trust Bancorp, Inc. Voluntary Deferred Compensation Plan shall be governed by the Beneficiary Designation applicable to that Plan.

Date	Signature of Participant
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Section 3: EX-10.9 (CTBI 2019 EXECUTIVE COMPENSATION AND INCENTIVE PLAN FORM 8-K EXHIBIT 10.9 EMPLOYEE INCENTIVE PLAN)

COMMUNITY TRUST BANCORP, INC.
EMPLOYEE INCENTIVE COMPENSATION PLAN
EFFECTIVE JANUARY 1, 2019

INCENTIVE COMPENSATION PLAN

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ARTICLE I
OBJECTIVES

Section 1.01

This plan is designed to reward employees for meeting or exceeding industry standards for profitability and adopted to achieve the following objectives:

- (a) Increase the profitability and growth of Community Trust Bancorp, Inc. in a manner which is consistent with other goals of the Company, its shareholders, and its employees,
- (b) Motivate and reward employees who contribute to the success of the Company,
- (c) Provide compensation which is competitive with other financial institutions,
- (d) Attract and retain personnel of outstanding ability and encourage excellence in the performance of individual responsibilities,
- (e) Allow the flexibility which permits revision and strengthening from time to time to reflect changing organizational goals and objectives.

ARTICLE II
DEFINITIONS

Section 2.01

As used herein, the following words and phrases shall have the meanings below unless the context clearly indicates otherwise:

- (a) "Award Period" means one Fiscal Year.
- (b) "Board" means the Board of Directors of Community Trust Bancorp, Inc.
- (c) "Company" means Community Trust Bancorp, Inc.
- (d) "Compensation Committee" means the Compensation Committee of the Board of Directors.
- (e) "Disability" means the total and permanent disability of a participant as defined by any Long-Term Disability Plans in effect for the Company and as thereafter may be amended.
- (f) "Effective Date" means the date upon which the Plan shall become effective.
- (g) "Fiscal Year" means the accounting period adopted by the Company for federal income tax purposes.
- (h) "Participant" means a person designated by the Company to participate in the Plan.
- (i) "Plan" shall mean the Company's Incentive Compensation Plan.
- (j) "Salary" or "Salaries" shall mean the base salary in effect for each participant as of the last pay period in December of the Award Period.

ARTICLE III
ADMINISTRATION OF THE PLAN

Section 3.01

The Compensation Committee shall administer the Plan and employ such other agents as may reasonably be required to administer the Plan.

Section 3.02

The Compensation Committee shall adopt such rules and regulations of general application as are beneficial for the administration of the Plan and shall make all discretionary decisions involving a Participant of the Plan. Said committee shall also have the right to

interpret the Plan, to determine the Effective Date, and to approve all employees who are to participate in the Plan.

Section 3.03

A majority of the Compensation Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which there is a quorum shall be valid acts. Acts reduced to and approved in writing by a majority of said committee shall also be valid acts.

Section 3.04

All incentive compensation payable under the Plan shall be paid from the general assets of the Company. To the extent that any person acquires a right to receive payments under the Plan, such right shall be no greater than the right of any unsecured creditor of the Company.

Section 3.05

The Compensation Committee shall have the President and CEO of the Company send a written notice of such Plan to each selected Participant. No person shall have the right to be included in the Plan until receiving said notice in the form of Attachment "A" hereto.

Section 3.06

All costs and expenses involved in the administration of this Plan shall be paid by the Company.

Section 3.07

Any determination or action of the Compensation Committee or the Board shall be final, conclusive and binding on all participants and their beneficiaries, heirs, personal representatives, executors, and administrators.

Section 3.08

The Board of Directors, in its sole discretion, may amend, modify or terminate the Plan at any time. The Compensation Committee shall also annually review the pre-determined performance standards and may amend such schedules in its sole discretion. Notwithstanding the foregoing, after the 90th day of the year, the performance standards may not be amended in a manner which would increase the amount of incentive compensation payable over the amount which would have been payable under the performance standards previously established for such year.

ARTICLE IV

PARTICIPANT ELIGIBILITY

Section 4.01

The following group shall participate in the Plan:

- (a) Full-time employees who do not participate in another incentive plan.

Section 4.02

Voluntary or involuntary termination of full-time employment of a Participant prior to the payment of incentive compensation awards for an Award Period will result in such Participant forfeiting any incentive compensation for that Award Period (except as provided in Section 4.03 herein).

Section 4.03

If a Participant dies, retires, becomes disabled, or is granted a leave of absence during an Award Period, the Compensation Committee may, at its discretion or under such rules as it may have prescribed, award partial incentive compensation based on the level of achievement in relation to goals established for the Award Period.

Section 4.04

New employees of the Company shall participate in the Plan so long as eligibility to participate in the Plan came into existence no later than six (6) months after the beginning of said Award Period. If a person becomes eligible at a date later than six (6) months into an Award Period, such person shall not be a Participant under this Plan until the first day of the next Award Period.

ARTICLE V

PAYMENT TO PARTICIPANTS

Section 5.01

The award payable under the Plan will be paid to participants within thirty days after the close of the Award Period. Awards are not earned until paid to Participants.

ARTICLE VI

DETERMINATION OF ANNUAL AWARD FUND

Section 6.01

The target award fund as a percentage of employee salaries for an Award Period shall be determined annually by the Compensation Committee of the Board of Directors. **The target award may be changed by the Compensation Committee of the Board of Directors at any time at their discretion; provided, however, that the target award may not be increased after the 90th day of the year.**

Section 6.02

The actual amount of the Incentive Compensation Plan award shall be calculated according to a schedule comparing actual Return on Average Assets (ROAA) and Earnings Per Share (EPS) for the Award Period to a pre-determined performance standard. When performance is above the performance standard, the actual award fund is adjusted upward from the target award fund.

Section 6.03

In the event that the ROAA or EPS are not attained but the target net income is attained, the amount of the award under the Employee Incentive Plan shall be paid at the base level of target performance payment.

Section 6.04

There shall be a minimum acceptable performance beneath which no incentive awards are paid and a maximum above which there is no additional award paid to avoid excessive payout in the event of windfall profits. **Said minimum and maximum shall be reviewed annually and amended when necessary at any time in the sole discretion of the Compensation Committee provided, however, that the minimum may not be reduced and the maximum may not be increased after the 90th day of the year.**

Section 6.05

A Participant who is rated a "4" or "5" on the most recent Performance Appraisal and Development Plan shall not be eligible to receive an award under the Plan.

ARTICLE VII

CALCULATION OF AWARD

Section 7.01

Employees will earn an award determined by EPS growth and ROAA as shown below:

TABLE I

2019 INCENTIVE COMPENSATION AWARD

	Target/ROAA	Award as a % of Target Award	Award as a % of Salary
Base	1.38%	50%	2.00%
	1.45%	100%	4.00%
	1.48%	106.00%	4.25%
	1.51%	112.50%	4.50%

- For 2019, the targeted (base) ROAA is established as follows: ROAA of 1.45% and EPS of \$3.49 per the Company's budget.
- For 2019, net income target is \$61,984,000.
- These results are after accrual of the incentive.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01

The Compensation Committee may elect to remove unusual, extraordinary, or non-recurring items from the calculation of ROAA and EPS.

Section 8.02

The Company shall not merge into or consolidate with another entity or sell all or substantially all of its assets to another entity

unless such other entity shall become obligated to perform the terms and conditions hereof relating to any awards already earned but not yet paid to the participant on his behalf.

NOTICE OF PARTICIPATION

_____ is eligible for participation in the 2019 Plan Year for Community Trust Bancorp, Inc. Incentive Compensation Plan, such participant being subject to all of the terms and conditions of said Plan.

BY: _____

Dated: _____

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Section 4: EX-10.19 (CTBI 2019 EXECUTIVE COMPENSATION AND INCENTIVE PLAN FORM 8-K EXHIBIT 10.19 LONG-TERM INCENTIVE PLAN)

Exhibit 10.19

**COMMUNITY TRUST BANCORP, INC.
2019 EXECUTIVE COMMITTEE
LONG-TERM INCENTIVE COMPENSATION PLAN**

ARTICLE I
OBJECTIVES

Section 1.01

The 2019 Executive Committee Long-Term Incentive Compensation Plan is designed to reward members of the Executive Committee for Community Trust Bancorp, Inc.'s attainment of profitability on a long-term basis and is adopted to achieve the following objectives:

- (a) Increase the profitability and growth of Community Trust Bancorp, Inc. in a manner which is consistent with other goals of Community Trust Bancorp, Inc., its stockholders, and its employees;
- (b) Provide executive compensation which is competitive with other financial institutions;
- (c) Attract and retain personnel of outstanding ability and encourage excellence in the performance of individual responsibilities; and
- (d) Motivate and reward members of the Executive Committee for their contribution to the long-term success of Community Trust Bancorp, Inc.

ARTICLE II
DEFINITIONS

Section 2.01

As used herein, the following words and phrases shall have the meanings below unless the context clearly indicates otherwise:

- (a) “*Annual Long-Term Incentive Plan*” or “*Plan*” means the 2019 Executive Committee Long-Term Incentive Compensation Plan set forth in this document and all amendments thereto.
- (b) “*Board*” means the Board of Directors of Community Trust Bancorp, Inc.
- (c) “*Change in Control*” shall have the meaning specified in the Company’s 2015 Stock Ownership Incentive Plan.
- (d) “*Cumulative Net Income*” shall mean Community Trust Bancorp, Inc.’s cumulative net income for the three (3) years ending December 31, 2021, computed in accordance with generally accepted accounting principles, and giving effect to the accrual for payment of all incentive compensation.
- (e) “*Company*” means Community Trust Bancorp, Inc. and its subsidiaries.
- (f) “*Compensation Committee*” means the Compensation Committee of the Board.
- (g) “*Disability*” shall have the meaning specified in the Company’s 2015 Stock Ownership Incentive Plan.
- (h) “*Effective Date*” means January 1, 2019, the date on which the Plan becomes effective.

- (i) “*Fiscal Year*” means the accounting period adopted by the Company for federal income tax purposes.
- (j) “*Participant*” means each member of the Executive Committee as of January 1, 2019.
- (k) “*Performance Goal*” shall have the meaning set forth in Section 7.01 below.
- (l) “*Performance Period*” means the three (3) Fiscal Years beginning on January 1, 2019.
- (m) “*Performance Unit*” shall have the meaning specified in the Company’s 2015 Stock Ownership Incentive Plan, with each Performance Unit to have a potential value of \$1.00.
- (n) “*Retirement*” shall have the meaning specified in the Company’s 2015 Stock Ownership Incentive Plan.
- (o) “*Salary*” or “*Salaries*” means the base salary in effect for each Participant as of the last pay period in December 2019

ARTICLE III

ADMINISTRATION OF THE PLAN

Section 3.01

The Compensation Committee shall administer the Plan and employ such agents as may reasonably be required to administer the Plan.

Section 3.02

The Compensation Committee shall adopt such rules and regulations of general application as are beneficial for the administration of the Plan and shall make all discretionary decisions involving a Participant in the Plan. The Compensation Committee shall also have the right to interpret the Plan, consistently with the applicable provisions of the 2015 Stock Ownership Incentive Plan, to determine the Effective Date, and to approve Participants in the Plan.

Section 3.03

A majority of the Compensation Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which there is a quorum shall be valid acts. Acts reduced to and approved in writing by a majority of the Compensation Committee shall also be valid acts.

Section 3.04

All incentive compensation payable under the Plan shall be paid from the general assets of the Company. To the extent that any person acquires a right to receive payments under the Plan, such right shall be no greater than the right of any unsecured creditor of the Company.

Section 3.05

The Compensation Committee may authorize the Chairman of the Board, President and Chief Executive Officer of the Company to send a written notice of such Plan to each Participant, substantially in the form of Attachment A hereto, and to execute and deliver, on behalf of the Company, a Performance Unit Agreement granting Performance Units to the Participant consistent with the Plan. No person shall have rights under the Plan until receiving and executing a Performance Unit Agreement, also executed by the Company, substantially in the form of Attachment B hereto.

Section 3.06

All costs and expenses involved in the administration of the Plan shall be paid by the Company.

Section 3.07

Any determination or action of the Compensation Committee or the Board shall be final, conclusive and binding on all Participants and their beneficiaries, heirs, personal representatives, executors, and administrators.

Section 3.08

The Board of Directors, in its sole discretion, may amend, modify or terminate the Plan at any time. Notwithstanding the foregoing, after the ninetieth (90th) day of the year, the Performance Goals specified in Section 7.01 of this Plan may not be amended in a manner which would increase the amount of compensation payable pursuant to Performance Units over the amount which would have been payable under the Performance Goals previously established for such year.

ARTICLE IV

PARTICIPANT ELIGIBILITY

Section 4.01

The Participants in the Plan will be the members of the Executive Committee of the Company as of January 1, 2019.

Section 4.02

Voluntary or involuntary termination of full-time employment of a Participant prior to the expiration of the Performance Period will result in such Participant forfeiting any payment for Performance Units for the Performance Period, except as provided in Sections 4.03 and 4.04 below.

Section 4.03

In the case of termination of employment by reason of death, Disability, or Retirement of a Participant prior to the expiration of the Performance Period, any then outstanding Performance Units of such Participant shall be payable in an amount equal to the maximum amount payable under the Performance Unit (as set forth in Section 7.01 below) multiplied by a percentage equal to the percentage that would have been earned under the terms of the Performance Unit Agreement assuming that the rate at which the Performance Goal set forth in Section 7.01 below has been achieved, as of the date of such termination of employment, would have continued until the end of the Performance Period.

Section 4.04

If, within the 24-month period beginning on the date of a Change in Control, a Participant's employment is terminated other than for Cause or by Participant for Good Reason ("Change in Control Termination Event"), any then outstanding Performance Units shall become fully vested and payable as soon as reasonably practicable, but no later than seventy-four (74) days following the Change in Control Termination Event, in an amount which is equal to the greater of (a) the maximum amount payable under the Performance Unit (as set forth in Section 7.01 below) multiplied by a percentage equal to the percentage that would have been earned under the terms of the Performance Unit Agreement assuming that the rate at which the Performance Goal has been achieved as of the date of such Change in Control would have been continued until the end of the Performance Period; or (b) the maximum amount payable under the Performance Unit (as set forth in Section 7.01 below) multiplied by the percentage of the Performance Period completed by the Participant at the time of the Change in Control Termination Event.

Section 4.05

New employees of the Company and persons promoted during the Performance Period who were not eligible to participate in the Plan at the beginning of the Performance Period, but have become members of the Executive Committee, shall participate in the Plan so long as such eligibility came into existence no later than six (6) months after the beginning of the Performance Period. If a person becomes eligible at a date later than six (6) months into the Performance Period, such person shall not be a Participant under the Plan.

ARTICLE V

PAYMENTS TO PARTICIPANTS

Section 5.01

The maximum payment in cash or shares that can be made pursuant to Performance Units granted to any one Participant in any calendar year is \$1,000,000. Subject to this limitation and such terms and conditions as the Compensation Committee may impose, Performance Units shall be payable: (a) within seventy-four (74) days following the end of the Performance Period during which the Participant attained at least the minimum acceptable level of achievement under the Performance Goal; or (b) in the event of a Change in Control Termination Event, as soon as reasonably practicable following the Change in Control Termination

Event, but no later than seventy-four (74) days following the Change in Control Termination Event.

Section 5.02

A Participant may elect to defer payment of all or part of his or her compensation under the Performance Units so long as the Participant requests such deferred payment under the terms of the Company's Voluntary Deferred Compensation Plan; provided, however that such election to defer payment is subject to, and shall be made in accordance with, U. S. Treas. Reg. 1.409A-2(b) (1).

ARTICLE VI

DETERMINATION OF TARGET AWARD FUND FOR PERFORMANCE UNITS

Section 6.01

The target award fund shall be generated by a percentage of the Salary of the CTBI Chief Executive Officer, the CTB Chief Executive Officer, and the other members of the Executive Committee, respectively. The target award fund shall be computed as shown in Table I below; however, the target award may be changed by the Compensation Committee of the Board of Directors at any time during the Performance Period at their discretion; provided, however, that the target award as a percentage of Salary may not be increased after the ninetieth (90th) day of the 2019 calendar year.

TABLE I

TARGET AWARD FUND

PARTICIPANTS	SALARIES	TARGET AWARD EXPRESSED AS A % OF SALARY	TARGET AWARD FUND
CTBI CEO		\$ X 40%	\$
CTB CEO		\$ X 30%	\$
All Other Members of the Executive Committee	\$ (aggregate salaries)*	X 20%	\$

*The aggregate Salaries may be increased to reflect the Salaries of any new members of the Executive Committee to the extent permitted under Section 4.05 above.

Section 6.02

The actual amount of payments under the Performance Units shall be calculated according to a schedule comparing Cumulative Net Income to the Performance Goals described in Section 7.01 below. When performance meets established Performance Goals, the award fund will be adjusted according to the table shown in Section 7.01 below.

Section 6.03

Subject to Sections 4.03 and 4.04 above, there shall be a minimum acceptable performance beneath which no amounts may be paid under the Performance Units (sometimes referred to as the "threshold") and a maximum performance above which there is no additional amount paid to avoid excessive payout in the event of windfall profits. **Such minimum and maximum may be amended when necessary at any time in the sole discretion of the Compensation Committee; provided, however, that the minimum may not be reduced and the maximum may not be increased after the ninetieth (90th) day of the 2019 calendar year.**

ARTICLE VII

CALCULATION OF PERFORMANCE UNIT PAYMENTS

Section 7.01

The amount payable to the Participants under the Performance Units is determined based on Cumulative Net Income, as shown in

Table II below:

TABLE II
2019 PERFORMANCE GOALS

CUMULATIVE NET INCOME	Award as a % of Target Award	Award as a % of CTBI Chief Executive Officer Salary	Award as a % of CTB CEO Salary	Award as a % of Salary of All Other Members of the Executive Committee
90% of Target Cumulative Net Income (Minimum)	25%	10.00%	7.50%	5.00%
93% of Target Cumulative Net Income	50%	20%	15.0%	10.0%
96% of Target Cumulative Net Income	75%	30.0%	22.5%	15.0%
Target Cumulative Net Income (Per Schedule 1)	100%	40.0%	30.0%	20.0%
103% of Target Cumulative Net Income	120%	48.0%	36.0%	24.0%
107% of Target Cumulative Net Income	135%	54.0%	40.5%	27.05%
110.0% of Target Cumulative Net Income (Maximum)	150%	60.0%	45.0%	30.0%

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01

The Compensation Committee may elect to remove unusual, extraordinary or non-recurring items from the calculation of Cumulative Net Income.

Section 8.02

Payments pursuant to the Performance Units shall be subject to recoupment by the Company to the extent required by applicable laws and regulations.

Section 8.03

The Company shall not merge into or consolidate with another entity or sell substantially all of its assets to another entity unless such other entity shall become obligated to perform the terms and conditions hereof relating to any amounts earned under Performance Units but not yet paid to the Participant.

SCHEDULE A
2019 Plan
CUMULATIVE NET INCOME TARGETS

CUMULATIVE NET INCOME TARGETS	% OF UNITS EARNED
\$171 Million	25%
\$177 Million	50%
\$182 Million	75%
\$190 Million	100%
\$196 Million	120%
\$203 Million	135%
\$209 Million	150%

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