

CITIZENS & NORTHERN CORP
Form S-4
January 10, 2019
TABLE OF CONTENTS
Registration Statement No. 333-
Filed January 10, 2019

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CITIZENS & NORTHERN CORPORATION
(Exact name of Registrant as specified in its charter)

Pennsylvania	6022	23-2451943
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(IRS Employer Identification No.)

90-92 Main Street
P.O. Box 58
Wellsboro, PA 16901
(570) 724-3411
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

J. Bradley Scovill
President and Chief Executive Officer
Citizens & Northern Corporation

90-92 Main Street
P.O. Box 58
Wellsboro, PA 16901
(570) 724-3411
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications to:

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(717) 299-5201	(717) 255-7378

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the transaction described in the enclosed document. 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.

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If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (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, a smaller reporting company or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer

Accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company) Smaller reporting company

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 7(a)(2)(B) of the Securities Act.

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)

TABLE OF CONTENTS

Calculation of Registration Fee

Title of each class of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price(2)	Amount of registration fee
Common stock, \$1.00 par value	1,318,0621	N/A	\$ 17,443,789.86	\$ 2,114.19

(1)

Based on the maximum number of shares of common stock of Citizens & Northern Corporation (“C&N”) that may be issued in connection with the proposed merger of Monument Bancorp, Inc. (“Monument”) and C&N, calculated by multiplying (i) 1,624,189 shares of Monument common stock outstanding and reserved for issuance as of January 10, 2019 including shares issuable upon the exercise of outstanding stock options, by (ii) 80% (which is the percentage of Monument shares that will be exchanged for the C&N shares of common stock being registered by this registration statement), by (iii) 1.0144 shares of C&N common stock per share of Monument common stock. In accordance with Rule 416, this registration statement shall also register any additional shares of C&N’s common stock that may become issuable to prevent dilution resulting from stock splits, stock dividends or similar transactions as provided by the agreement relating to the merger. If C&N elects to avoid termination of the merger agreement by increasing the exchange ratio in accordance with the terms of the merger agreement, then C&N will file a registration statement pursuant to Rule 462(b) or Rule 429 under the Securities Act, as applicable, to reflect such increase.

(2)

Estimated solely for purposes of calculating the registration fee. Computed in accordance with Rule 457(f)(2), on the basis of the book value of the common stock of Monument on December 31, 2018 of \$16.36 per share and based on a maximum of 1,624,189 shares of Monument common stock to be cancelled and exchanged for registrant’s common stock in the merger, multiplied by the book value of \$16.36 per share, less the maximum amount of cash to be paid by C&N for the Monument common stock of \$9,127,942.18.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF CONTENTS

MONUMENT BANCORP, INC.

465 NORTH MAIN STREET

DOYLESTOWN, PENNSYLVANIA 18901

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON FRIDAY, MARCH 15, 2019

TO THE SHAREHOLDERS OF MONUMENT BANCORP, INC.:

NOTICE IS HEREBY GIVEN that a special meeting of shareholders of Monument Bancorp, Inc., or “Monument,” will be held at 9:00 a.m., local time, on Friday, March 15, 2019, at Doylestown Country Club, 20 Country Club Lane, Doylestown, Pennsylvania 18901, to consider and vote on:

1. a proposal to adopt and approve the Agreement and Plan of Merger, dated September 27, 2018, by and between Monument and Citizens & Northern Corporation, or “C&N,” which provides for, among other things, the merger of Monument with and into C&N (the “merger agreement”); and
2. a proposal to authorize the board of directors to adjourn the special meeting, if necessary, to solicit additional proxies, in the event there are not sufficient votes at the time of the special meeting to approve the proposal to adopt the merger agreement (the “adjournment proposal”).

These items are described in more detail in the accompanying proxy statement/prospectus and its annexes. You should read these documents in their entirety before voting. We have fixed Wednesday, February 6, 2019 as the record date for determining those Monument shareholders entitled to vote at the special meeting. Accordingly, only shareholders of record at the close of business on that date are entitled to notice of and to vote at the special meeting or any adjournment or postponement of the special meeting.

Your board of directors has unanimously determined that the proposed merger is advisable and in the best interests of Monument and unanimously recommends that you vote “FOR” the proposal to adopt and approve the merger agreement. Your board of directors also recommends that you vote “FOR” the adjournment proposal. In accordance with the terms of the merger agreement, each director and executive officer of Monument has agreed to vote all shares of Monument common stock solely owned by him or her in favor of adoption and approval of the merger agreement and the transactions contemplated by the merger agreement.

Your vote is very important, regardless of the number of shares of Monument common stock that you own. We cannot complete the merger unless Monument’s shareholders adopt and approve the merger agreement.

Even if you plan to attend the special meeting in person, Monument requests that you complete, sign, date and return, as promptly as possible, the enclosed proxy card in the accompanying prepaid reply envelope prior to the special meeting to ensure that your shares of Monument common stock will be represented at the special meeting. If you hold your shares in “street name” through a bank, brokerage firm or other nominee, you should follow the procedures provided by your bank, brokerage firm or other nominee to vote your shares. If you fail to submit a proxy or to attend the special meeting and vote in person or do not provide your bank, brokerage firm or other nominee with instructions as to how to vote your shares, your shares of Monument common stock will not be counted and will have the same effect as a vote “against” the adoption and approval of the merger agreement.

We urge you to vote as soon as possible so that your shares will be represented.

BY ORDER OF THE BOARD OF DIRECTORS,

G. Brian Cooper

Secretary

Doylestown, Pennsylvania

[Mail Date]

TABLE OF CONTENTS

The information in this proxy statement/prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is declared effective. This proxy statement/prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction where an offer or sale is not permitted.

Proxy Statement/Prospectus

PRELIMINARY — SUBJECT TO COMPLETION — DATED JANUARY 10, 2019

PROXY STATEMENT
FOR SPECIAL MEETING OF SHAREHOLDERS
OF MONUMENT BANCORP, INC.
MERGER PROPOSED — YOUR VOTE IS VERY IMPORTANT

CITIZENS & NORTHERN CORPORATION
PROSPECTUS FOR
1,318,062 SHARES OF CITIZENS & NORTHERN CORPORATION COMMON STOCK
Nasdaq: CZNC

Dear Shareholders of Monument Bancorp, Inc.:

On September 27, 2018, Monument Bancorp, Inc., or “Monument,” and Citizens & Northern Corporation, or “C&N,” entered into an Agreement and Plan of Merger, which we refer to as the “merger agreement,” that provides for the merger of Monument with and into C&N, with C&N surviving. In connection with the merger, Monument Bank, the wholly-owned subsidiary of Monument, will merge with and into C&N’s wholly-owned subsidiary, Citizens & Northern Bank, or “C&N Bank,” with C&N Bank surviving. Before we complete the merger, the shareholders of Monument must approve and adopt the merger agreement.

You are invited to attend a special meeting of shareholders (the “special meeting”) of Monument to be held on Friday, March 15, 2019, at 9 a.m., local time, at Doylestown Country Club, 20 Country Club Lane, Doylestown, Pennsylvania 18901. The special meeting is being held to approve and adopt, among other things, the merger of Monument into C&N pursuant to the merger agreement.

If the merger agreement is adopted and approved by the holders of at least 66 2/3% of the shares of Monument common stock outstanding and entitled to vote at the special meeting and the merger is subsequently completed, each outstanding share of common stock, \$1.00 par value per share, of Monument (“Monument common stock”) will be converted into the right to receive at the election of the holder thereof either (1) \$28.10 in cash, without interest, or (2) 1.0144 shares of common stock, \$1.00 par value per share, of C&N (“C&N common stock”), subject to adjustment procedures described in this document, to ensure that, in the aggregate, 80% of Monument common stock will be converted to C&N common stock and the remaining 20% of Monument common stock will be converted to cash. The maximum number of shares of C&N common stock estimated to be issuable upon completion of the merger is 1,318,062.

Although the number of shares of C&N common stock that holders of Monument common stock will be entitled to receive is fixed, the market value of the stock consideration will fluctuate with the market price of C&N common stock and will not be known at the time Monument shareholders vote on the merger. However, as described in more detail elsewhere in this document, under the terms of the merger agreement, if the average price of C&N common stock over a specified period of time decreases below certain specified thresholds, Monument would have a right to terminate the merger agreement, unless C&N elects to increase the exchange ratio, which would result in additional shares of C&N common stock being issued.

C&N common stock is traded on the Nasdaq Capital Market under the symbol “CZNC.” The common stock of Monument is not traded on any exchange. On September 27, 2018, which was the last trading date preceding the public announcement of the proposed merger, the closing price of C&N common stock was \$26.02 per share, which,

after giving effect to the 1.0144 exchange ratio, has an implied value of approximately \$26.39 per share. Based upon this price with respect to the stock consideration, and the cash consideration of \$28.10 per share, upon completion of the merger, a Monument shareholder who receives cash for 20% of his or her shares of common stock and receives stock for 80% of his or her shares of common stock would receive total merger consideration with an implied value of approximately \$26.73 per share. On [•], the last practicable trading day prior to the printing of this proxy statement/ prospectus, the closing price of C&N common stock was \$[•] per share, which, after giving effect to the 1.0144 exchange ratio, has an implied value of approximately \$[•] per share. Based on this price with respect to the stock consideration, and the cash consideration of \$28.10 per share, upon completion of the merger, a Monument shareholder who receives cash for 20% of his or her shares of common stock and receives stock for 80% of his or her shares of common stock would receive total merger consideration with an implied value of approximately \$[•] per share. The market price of C&N common stock will fluctuate before the completion of the merger; therefore, you are urged to obtain current market quotations for C&N common stock.

After careful consideration, our board of directors unanimously approved the merger agreement and determined that the transactions provided for in the merger agreement are advisable to, and in the best interests of, Monument. Our board of directors unanimously recommends that you vote "FOR" adoption and approval of the merger agreement and "FOR" the approval of the other proposals described in this document.

Your vote is important, regardless of the number of shares of Monument common stock you own. We cannot complete the merger unless the merger agreement is approved by the affirmative vote of the holders of at least 66²/₃% of the shares of Monument common stock outstanding and entitled to vote at the special meeting.

TABLE OF CONTENTS

This document provides you with detailed information about the special meeting, the merger agreement and the merger. A copy of the merger agreement is attached as Annex A to this document. We encourage you to read this entire document, including the annexes hereto and the documents incorporated by reference herein, carefully because it contains important information about the merger and the related transactions. In particular, you should read carefully the information under the section titled “Risk Factors” beginning on page 26.

Whether or not you expect to attend the special meeting in person, we urge you to submit a completed proxy as promptly as possible. If your shares are held in the name of a broker, bank or other nominee, please follow the instructions on the voting instruction form furnished to you by your broker, bank or other nominee. Do not send your stock certificates with the proxy card. You will receive an election form with instructions for delivering your stock certificates under separate cover.

On behalf of our board of directors, thank you for your continued support and interest in Monument. We look forward to seeing you at the special shareholders’ meeting.

Sincerely,

Clark S. Frame
Chairman of the Board of Directors
Monument Bancorp, Inc.

Christopher A. Nardo
President and Chief Executive Officer
Monument Bancorp, Inc.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the merger, the issuance of the C&N common stock in connection with the merger or the other transactions described in this document, or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.

The securities to be issued in connection with the merger are not savings accounts, deposits or other obligations of any bank or savings association and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

The date of this document is [•], and it is first being mailed or otherwise delivered to shareholders of Monument on or about [Mail Date].

TABLE OF CONTENTS

TABLE OF CONTENTS

<u>WHERE YOU CAN FIND MORE INFORMATION</u>	1
<u>ABOUT THIS DOCUMENT</u>	2
<u>QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SHAREHOLDER MEETING</u>	3
<u>SUMMARY</u>	9
<u>RISK FACTORS</u>	26
<u>CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS</u>	32
<u>THE MERGER</u>	33
<u>Background of the Merger</u>	33
<u>Monument’s Reasons for the Merger</u>	35
<u>Recommendation of Monument’s Board of Directors</u>	37
<u>C&N’s Reasons for the Merger</u>	37
<u>Opinion of Monument’s Financial Advisor</u>	39
<u>Board of Directors and Management of C&N and C&N Bank Following Completion of the Merger</u>	50
<u>Monument Shareholders Have Dissenters’ Rights in the Merger</u>	50
<u>Trading Markets</u>	52
<u>Regulatory Approvals Required for the Merger</u>	53
<u>Monument’s Directors and Executive Officers Have Financial Interests in the Merger</u>	53
<u>THE MERGER AGREEMENT</u>	55
<u>Terms of the Merger</u>	55
<u>Closing and Effective Time of the Merger</u>	55
<u>Consideration to Be Received in the Merger</u>	55
<u>Election Procedures</u>	56
<u>Share Exchange Procedures</u>	56
<u>Representations and Warranties</u>	56
<u>Covenants and Agreements</u>	57
<u>Call of Shareholder Meeting; Support of the Merger</u>	61
<u>Agreement Not to Solicit Other Offers</u>	61
<u>Expenses and Fees</u>	62
<u>Indemnification and Insurance</u>	62
<u>Conditions to Complete the Merger</u>	63
<u>Termination of the Merger Agreement</u>	64
<u>Effect of Termination</u>	64
<u>Termination Fee</u>	64
<u>Amendment, Waiver and Extension of the Merger Agreement</u>	65
<u>ACCOUNTING TREATMENT</u>	66
<u>MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE MERGER</u>	67
<u>SUPERVISION AND REGULATION</u>	69
<u>INFORMATION ABOUT CITIZENS & NORTHERN CORPORATION</u>	76
<u>MONUMENT’S SPECIAL MEETING</u>	77

Date, Time and Place

77

i

TABLE OF CONTENTS

<u>Matters to be Considered</u>	<u>77</u>
<u>Shareholders Entitled to Vote</u>	<u>77</u>
<u>Quorum and Required Vote</u>	<u>77</u>
<u>How Shares Will Be Voted at the Special Meeting</u>	<u>78</u>
<u>How to Vote Your Shares</u>	<u>78</u>
<u>How to Change Your Vote</u>	<u>78</u>
<u>Solicitation of Proxies</u>	<u>78</u>
<u>Attending the Meeting</u>	<u>79</u>
<u>Voting Agreements</u>	<u>79</u>
<u>Proposal No. 1 — Adoption of the Merger Agreement</u>	<u>79</u>
<u>Proposal No. 2 — Authorization to Vote on Adjournment or Other Matters</u>	<u>79</u>
<u>INFORMATION ABOUT MONUMENT BANCORP, INC.</u>	<u>81</u>
<u>Business</u>	<u>81</u>
<u>Competition</u>	<u>81</u>
<u>Properties</u>	<u>81</u>
<u>Legal Proceedings</u>	<u>81</u>
<u>Market Price of and Dividends on Monument’s Common Stock</u>	<u>81</u>
<u>Information about Monument Designees to C&N Board of Directors</u>	<u>82</u>
<u>Other Beneficial Owners of 5% or more of Monument’s Common Stock</u>	<u>83</u>
<u>Transactions with Related Parties</u>	<u>84</u>
<u>Management’s Discussion And Analysis Of Financial Condition And Results Of Operations Of Monument Bancorp, Inc.</u>	<u>84</u>
<u>COMPARISON OF SHAREHOLDERS’ RIGHTS</u>	<u>90</u>
<u>LEGAL MATTERS</u>	<u>94</u>
<u>EXPERTS</u>	<u>94</u>
<u>FINANCIAL STATEMENTS OF MONUMENT</u>	<u>F-1</u>
<u>Annex A — Agreement and Plan of Merger</u>	<u>A-1</u>
<u>Annex B — Opinion of Boenning & Scattergood, Inc.</u>	<u>B-1</u>
<u>Annex C — Dissenters’ Rights Statute</u>	<u>C-1</u>

TABLE OF CONTENTS

WHERE YOU CAN FIND MORE INFORMATION

This document incorporates important business and financial information about Citizens and Northern Corporation (“C&N”) that is not included in or delivered with this document as permitted by the Securities and Exchange Commission (“SEC”). This information is available without charge to security holders upon written or oral request by contacting the Treasurer at 90-92 Main Street, Wellsboro, PA 16901 or 570-724-3411. In order to ensure timely delivery of such documents, any request should be made by [•]. In addition, you may read and copy any document C&N files, including the registration statement on Form S-4, of which this document forms a part, and the documents incorporated herein by reference by C&N, at the SEC public reference room located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC filings of C&N also are available to the public through the SEC website at <http://www.sec.gov>. In addition, you may obtain free copies of the documents C&N files with the SEC by going to C&N’s website at <http://www.cnbankpa.com>. The Internet website address of C&N is provided as an inactive textual reference only. The information provided on the Internet website of C&N, other than copies of the documents listed below that have been filed with the SEC, is not part of this document and, therefore, is not incorporated herein by reference.

C&N has filed with the SEC a registration statement under the Securities Act that registers the shares of C&N common stock to be issued to Monument shareholders in connection with the merger. This document is a part of that registration statement and constitutes a prospectus of C&N with respect to the C&N common stock to be issued to Monument’s shareholders in the merger, and a proxy statement of Monument for its special meeting. The registration statement, including the attached exhibits, contains additional relevant information about C&N. The rules and regulations of the SEC allow us to omit certain information included in the registration statement from this document. As permitted by the SEC, the following documents are incorporated by reference by C&N (SEC File No. 000-16084) in this document:

- Annual Report on Form 10-K filed February 15, 2018, for the year ended December 31, 2017;
- All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of C&N’s fiscal year referred to immediately above; and
- The description of C&N common stock contained in C&N’s registration statement filed under the Exchange Act and any amendment or report filed for purposes of updating such description.

All documents filed by C&N pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this document and prior to the special meeting are also incorporated by reference into this document and will be deemed to be a part hereof from the date of filing of such documents.

Any statement contained in a document that is incorporated by reference will be deemed to be modified or superseded for all purposes to the extent that a statement contained herein (or in any other document that is subsequently filed with the Securities and Exchange Commission and incorporated by reference) modifies or is contrary to that previous statement.

TABLE OF CONTENTS

ABOUT THIS DOCUMENT

This document, which forms part of a registration statement on Form S-4 filed with the SEC by C&N (File No. 000-16084), constitutes a prospectus of C&N under the Securities Act of 1933, as amended (the “Securities Act”) with respect to the shares of C&N common stock, par value \$1.00 per share, to be issued to Monument shareholders pursuant to the Agreement and Plan of Merger, dated as of September 27, 2018, by and between C&N and Monument, which we refer to as the “merger agreement.” This document also constitutes a proxy statement of Monument under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) for its special meeting. It also constitutes a notice of meeting with respect to the special meeting at which Monument shareholders will be asked to vote to approve and adopt the merger agreement.

All information contained or incorporated by reference in this document relating to C&N and its subsidiaries has been supplied by C&N. All information contained or incorporated by reference in this document relating to Monument and its subsidiaries has been supplied by Monument. Monument does not file reports with the SEC.

Neither C&N nor Monument has authorized anyone to give any information or make any representation about the merger of our companies that is different from, or in addition to, that contained in this document or in any of the materials that have been incorporated in this document. Therefore, even if you receive information of this sort, you should not rely on it. If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this document or the solicitation of proxies is unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this document does not extend to you. The information contained in this document speaks only as of the date of this document unless the information specifically indicates that another date applies.

This document contains a description of the representations and warranties that each of C&N and Monument made to the other in the merger agreement. Representations and warranties made by C&N and Monument are also set forth in contracts and other documents that are attached or filed as exhibits to this document or are incorporated by reference into this document. These representations and warranties were made as of specific dates, may be subject to important qualifications and limitations agreed to between the parties in connection with negotiating the terms of the agreement, and may have been included in the agreement for the purpose of allocating risk between the parties rather than to establish matters as facts. These materials are included or incorporated by reference only to provide you with information regarding the terms and conditions of the agreements, and not to provide any other factual information regarding C&N, Monument or their respective businesses. Accordingly the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read only in conjunction with the other information provided elsewhere in this document or incorporated by reference into this document.

TABLE OF CONTENTS

QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SHAREHOLDER MEETING

The following questions and answers briefly address some commonly asked questions about the merger (as defined below) and the Monument shareholders meeting. They may not include all the information that is important to the shareholders of Monument. Shareholders of Monument should read carefully this entire document, including the annexes and other documents referred to in this document. This document is first being sent to Monument shareholders on or about [Mail Date].

Questions about the Merger

Q:

What is the merger?

A:

C&N and Monument have entered into an Agreement and Plan of Merger, dated September 27, 2018, referred to as the “merger agreement.” A copy of the merger agreement is attached as Annex A to, and is incorporated by reference in, this document. The merger agreement contains the terms and conditions of the proposed business combination of C&N and Monument. Under the merger agreement, Monument will merge with and into C&N, with C&N surviving the merger, and the separate corporate existence of Monument will cease. We refer to this transaction as the “merger.” In addition, in connection with the merger, Monument’s wholly owned subsidiary, Monument Bank, will merge with and into Citizens & Northern Bank, or C&N Bank, the wholly-owned subsidiary of C&N. C&N Bank will be the surviving institution. We refer to this transaction as the “bank merger.”

Q:

Why am I receiving these materials?

A:

This document constitutes a proxy statement of Monument and a prospectus of C&N. Monument is sending these materials to its shareholders to help them decide how to vote their shares of Monument common stock with respect to the proposed merger and the other matters to be considered at the special meeting.

The merger cannot be completed unless the shareholders of Monument adopt the merger agreement. Monument is holding a special meeting of shareholders to vote on the merger, as well as the other proposals described in “Monument’s Special Meeting,” beginning on page 77. Information about the special meeting, the merger and the other business to be considered at the special meeting is contained in this document.

Q:

Why are Monument and C&N proposing the merger?

A:

Monument’s board of directors, in unanimously determining that the merger is in the best interests of Monument, considered a number of factors which are described under the headings “The Merger — Background of the Merger” and “The Merger — Monument’s Reasons for the Merger,” beginning on pages 33 and 35, respectively.

Q:

What will Monument shareholders receive as a result of the merger?

A:

Each share of Monument common stock issued and outstanding immediately prior to the completion of the merger will be converted into the right to receive, at the election of the shareholder, either (i) 1.0144 shares of C&N common stock (which we refer to as the exchange ratio) or (ii) \$28.10 in cash. Monument’s shareholders may elect to receive the cash consideration or the stock consideration for each share owned, subject to the requirement that 20% of the outstanding Monument shares are converted into the cash consideration. If cash elections and shares for which no

election was made represent less than 20% of the outstanding Monument shares, all stock elections will be proportionately converted into cash elections until the 20% cash election requirement is met. If cash elections are made for more than 20% of the outstanding Monument shares, all cash elections will be proportionately converted into stock elections until the 20% cash election requirement is met.

Q:

Will the merger consideration fluctuate with changes in the market value of C&N common stock?

A:

The exchange ratio and cash consideration is fixed. Thus, the value of the stock portion of the merger consideration will vary with the market value of C&N's common stock. However, if (i) the average

3

TABLE OF CONTENTS

price of C&N's common stock, measured over a ten trading day period occurring shortly before the closing date of the merger, drops below \$21.94 per share and (ii) the percent decline in C&N common stock, determined by dividing the ten day average price by \$27.43, is less than the percent decline in the KBW NASDAQ Regional Banking Stock Index Value, determined by dividing the average KBW NASDAQ Regional Stock Index Value for the same ten day period by the KBW NASDAQ Regional Banking Stock Index Value on September 10, 2018 by more than 20%, then Monument's board of directors may elect to terminate the merger agreement unless C&N increases the aggregate consideration to an amount that would not permit Monument to terminate.

Q:

How do Monument shareholders elect the form of merger consideration they wish to receive?

A:

After the shareholders of Monument have approved the merger, the exchange agent, American Stock Transfer & Trust Company, LLC, or AST, will send you an election form to complete and return to AST, with appropriate instructions. You should only complete and return the election form when it is sent to you. All election forms must be returned to AST before the election deadline.

Q:

When is the election deadline?

A:

After Monument's shareholders approve the merger, AST will mail the election form to all shareholders of Monument with instructions, which will include the election deadline. In addition, we will publicly announce the election deadline through a press release or other public communication.

Q:

What if I do not complete and return the election form before the election deadline?

A:

If you do not submit a properly completed election form prior to the election deadline, your shares will be treated as non-electing shares and will be converted into stock or cash, as necessary to achieve the required 20% cash consideration condition.

Q:

Can I change my election?

A:

Yes. Monument shareholders can change or revoke their election at any time prior to the election deadline by delivering a written notice of revocation to Monument or delivering a new, properly completed election form to AST, the exchange agent, no later than the election deadline.

Q:

When should I send in my Monument stock certificates?

A:

DO NOT SEND IN YOUR MONUMENT COMMON STOCK CERTIFICATES NOW. If Monument shareholders approve and adopt the merger agreement, Monument shareholders will receive a letter of transmittal from AST that will explain how to exchange Monument stock certificates for the merger consideration. Please do not send in any Monument stock certificates until you receive the letter of transmittal.

Q:

Who will be the directors and executive officers of C&N and C&N Bank following the merger?

A:

Following the merger, C&N and C&N Bank's boards of directors will consist of their current directors plus Clark S. Frame, one of Monument's current board members. The executive officers of C&N and C&N Bank will remain the same.

Q:

When do you expect to complete the merger?

A:

We cannot complete the merger until all conditions to the merger in the merger agreement are satisfied or waived, including receipt of shareholder approval at the special meeting of Monument, and until we receive all required regulatory approvals. The parties have also agreed not to consummate the merger prior to February 28, 2019. We currently expect to complete the merger in the second quarter of 2019. It is possible, however, that factors outside of either company's control could result in us completing the merger at a later time or not completing the merger at all.

Q:

What are the federal income tax consequences of the merger?

A:

The merger has been structured to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, which is referred to as the "Internal Revenue Code."

TABLE OF CONTENTS

It is a condition to the completion of the merger that the parties receive a written opinion from Barley Snyder LLP, counsel to C&N, to the effect that (i) the merger will be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code; (ii) the holders of Monument common stock will not recognize gain or loss for U.S. federal income tax purposes upon the exchange of their Monument common stock for C&N common stock (except for cash consideration received or cash received in lieu of fractional shares); (iii) the basis of C&N common stock received by the shareholders of Monument will be the same as the basis of such shareholders' Monument common stock exchanged therefore; and (iv) the holding period of the shares of C&N common stock received by the shareholders of Monument will include the holding period of Monument common stock, provided such shares of Monument common stock were held as a capital asset as of the effective time of the merger. For further discussion of the material U.S. federal income tax consequences of the merger, see "Material United States Federal Income Tax Consequences of the Merger," beginning on page 67.

We recommend that holders of Monument common stock consult their tax advisors to determine the tax consequences to them of the merger, including the application and effect of any state, local or non-U.S. income and other tax laws. Questions about the Monument Special Meeting

Q:

What are the matters on which I am being asked to vote at the Monument special meeting?

A:

You are being asked to consider and vote on the following matters:

1. Adoption of the merger agreement, a copy of which is attached as Annex A to this document; and
2. Adjournment of Monument's special meeting, if necessary, to solicit additional proxies in favor of adoption of the merger agreement.

Q:

How does Monument's board of directors recommend that I vote my shares?

A:

Monument's board of directors recommends that Monument shareholders vote their shares as follows:

- "FOR" adoption of the merger agreement; and
- "FOR" an adjournment of Monument's special meeting, if necessary, to solicit additional proxies in favor of adoption of the merger agreement.

As of the record date, directors and executive officers of Monument and their affiliates beneficially owned 1,095,608 shares, or 68.71%, of Monument's common stock outstanding and entitled to be voted at the special meeting. In accordance with the terms of the merger agreement, each of the directors and executive officers of Monument has executed a voting agreement in favor of C&N pursuant to which he or she has agreed to vote all shares of Monument common stock beneficially owned by him or her, and over which he or she holds sole voting power, in favor of adoption of the merger agreement and the transactions contemplated thereby. Collectively, the Monument directors and executive officers own and have sole voting power over 540,374 shares, or 34.54%, of Monument's common stock outstanding, which they committed to vote in favor of the adoption of the merger agreement. In addition, each director and executive officer agreed to use their best efforts to cause shares of Monument over which they hold shared voting power to be voted in favor of the adoption of the merger agreement.

Q:

What do I need to do now?

A:

After carefully reading and considering the information contained in this document, please submit your proxy as soon as possible so that your shares will be represented at Monument's special meeting. Please follow the instructions stated on the proxy card or on the voting instruction form provided by the record holder if your shares are held in the name of your broker or other nominee.

Q:

Who is entitled to vote at Monument's special meeting?

A:

Only shareholders of record as of the close of business on February 6, 2019, which is referred to as the record date, are entitled to notice of, and to vote at, Monument's special meeting.

5

TABLE OF CONTENTS

Q:

How many votes do I have?

A:

Each outstanding share of Monument common stock is entitled to one vote.

Q:

How do I vote my Monument shares?

A:

You may vote your Monument shares by completing and returning the enclosed proxy card or by voting in person at Monument's special meeting. Should you have any questions on the procedure for voting your shares, please contact G. Brian Cooper, Secretary, Monument Bancorp, Inc., 465 North Main Street, Doylestown, Pennsylvania 18901, telephone (215) 323-4780, extension 107.

Voting by Proxy. You may vote your Monument shares by completing and returning the enclosed proxy card. Your proxy will be voted in accordance with your instructions. If you do not specify a choice on one of the proposals described in this document, your proxy will be voted in favor of that proposal.

ON YOUR MONUMENT PROXY CARD:

•

Mark your selections;

•

Date and sign your name exactly as it appears on your card; and

•

Return your completed proxy card in the enclosed postage-paid envelope.

Voting in Person. If you attend Monument's special meeting, you may deliver your completed proxy card in person or may vote by completing a ballot, which will be available at Monument's special meeting.

Q:

Why is my vote important?

A:

Because the merger cannot be completed without the affirmative vote of the holders of two-thirds of all of the outstanding shares of Monument common stock, and because a majority of the outstanding shares of Monument common stock entitled to vote is necessary to constitute a quorum in order to transact business at the special meeting, every shareholder's vote is important.

Q:

If my shares of Monument common stock are held in street name by my broker, will my broker automatically vote my shares for me?

A:

No. Your broker CANNOT automatically vote your shares on any proposal at Monument's special meeting, other than the proposal to adjourn the meeting if necessary to solicit additional proxies, without instructions from you. You should instruct your broker as to how to vote your shares, following the directions your broker provides to you. Please check the voting form used by your broker.

Q:

What if I fail to instruct my broker?

A:

If you do not provide your broker with instructions, your broker generally will not be permitted to vote your shares on the merger proposal or any other proposal (a so-called “broker non-vote”) at Monument’s special meeting, other than the proposal to adjourn the meeting, and your broker will abstain from voting. Abstentions are considered for purposes of determining the presence of a quorum, but are not considered a vote cast under Pennsylvania law. Although broker non-votes will not be counted as votes cast either “for” or “against” any proposal, they will be counted to determine if a quorum is present with respect to any matter to be voted upon by shareholders at the special meeting so long as such shares have been voted at the special meeting on another matter other than a procedural motion. Because approval of the merger requires the affirmative vote of holders of two-thirds of the outstanding shares, abstentions, including broker non-votes, will effectively act as a vote “against” adoption of the merger agreement.

Q:

What constitutes a quorum for Monument special meeting?

A:

As of Monument’s record date, 1,564,599 shares of Monument common stock were issued and outstanding, each of which will be entitled to one vote at the meeting. Under Monument’s bylaws, the presence, in person or by proxy, of shareholders entitled to cast at least a majority of the votes that all

TABLE OF CONTENTS

shareholders are entitled to cast constitutes a quorum for the transaction of business at the special meeting. If you vote by proxy, your shares will be included for determining the presence of a quorum. Both abstentions and broker non-votes that are voted on at least one non-procedural item are also included for purposes of determining the presence of a quorum.

Q:

Assuming the presence of a quorum, what is the vote required to approve the matters to be considered at Monument's special meeting?

A:

The affirmative vote at the special meeting of the holders of two-thirds of the outstanding shares of Monument common stock, in person or by proxy, is required to adopt the merger agreement. With respect to the proposal to adjourn Monument's special meeting if necessary to solicit additional votes in favor of the proposal to adopt the merger agreement, and on any other matter properly presented at the special meeting, such matters require the approval of a majority of the votes cast, in person or by proxy, at the special meeting. Because the merger requires the affirmative vote of holders of two-thirds of the outstanding shares, abstentions and broker non-votes will effectively act as a vote against adoption of the merger agreement, but will have no effect on the proposal to adjourn the meeting.

Q:

Do I have appraisal or dissenters' rights?

A:

Yes. Shareholders of Monument will be entitled to dissenters' rights with respect to the merger, entitling them to request the "fair value" of their shares of Monument stock. To perfect your dissenters' rights, you must follow, precisely, the required statutory procedures stated in Annex C to this document.

Q:

Can I attend Monument's special meeting and vote my shares in person?

A:

Yes. All shareholders, including shareholders of record and those who hold their shares through banks, brokers, nominees or any other holder of record, are invited to attend the special meeting. Holders of record of Monument common stock can vote in person at the special meeting. If you are not a shareholder of record, you must obtain a proxy, executed in your favor, from the record holder of your shares, such as a broker, bank or other nominee, to be able to vote in person at the special meeting. If you plan to attend the special meeting, you must hold your shares in your own name or have a letter from the record holder of your shares confirming your ownership, and you must bring a form of personal photo identification with you in order to be admitted. We reserve the right to refuse admittance to anyone without proper proof of share ownership and without proper photo identification.

Q:

Can I change my vote?

A:

Yes. You may revoke your proxy at any time before it is voted at the special meeting by (1) signing and returning a proxy card with a later date, (2) delivering a written revocation letter to Monument's Secretary, or (3) attending the special meeting in person, notifying the Secretary and voting by ballot at the special meeting. Monument's Secretary's mailing address is Monument Bancorp, Inc., 465 North Main Street, Doylestown, Pennsylvania 18901, Attention: Secretary. Monument will honor the latest vote cast.

Any shareholder entitled to vote in person at the special meeting may vote in person regardless of whether a proxy has been previously given, and such vote will revoke any previous proxy if notification of such revocation has been given

to Monument's Secretary, but the mere presence (without notifying Monument's Secretary) of a shareholder at the special meeting will not constitute revocation of a previously given proxy.

Q:

What happens if additional proposals are presented at Monument's special meeting?

A:

Other than the proposals described in this document, Monument does not expect any matters to be presented for a vote at the special meeting. If you grant a proxy, the persons named as proxy holders will vote your shares on any additional matters properly presented for a vote at the special meeting at the direction of Monument's board of directors.

7

TABLE OF CONTENTS

Q:
Are there risks that I should consider in deciding whether to vote to approve the merger agreement?

A:
Yes. You should consider the risk factors set out in the section entitled “Risk Factors” beginning on page 26 of this document.

Q:
Whom should I contact if I have additional questions?

A:
If you have any questions about the merger, or if you need additional copies of this document or the enclosed proxy card, you should contact: G. Brian Cooper, Secretary, Monument Bancorp, Inc., 465 North Main Street, Doylestown, Pennsylvania 18901, telephone (215) 323-4780, extension 107.

TABLE OF CONTENTS

SUMMARY

This summary highlights information contained elsewhere in this document and may not contain all of the information that is important to you. We urge you to carefully read this entire document and the other documents to which we refer in order to fully understand the merger and the related transactions. See “Where You Can Find More Information” on page 1. Each item in this summary refers to the page of this document on which that subject is discussed in more detail.

Information about the Companies

Citizens & Northern Corporation and Citizens & Northern Bank (page 76)

Citizens & Northern Corporation, or C&N, is a Pennsylvania corporation that was formed in 1987 as a one-bank holding company. C&N acquired First National Bank of East Smithfield in May 1990 and acquired Canisteo Valley Corporation and its subsidiary, First State Bank, a New York State chartered commercial bank with offices in Canisteo and South Hornell, NY, in 2005. In 2010, the First State Bank operations were merged into C&N Bank and Canisteo Valley Corporation was merged into C&N. On May 1, 2007, C&N acquired Citizens Bancorp, Inc. (“Citizens”), with banking offices in Coudersport, Emporium and Port Allegany, Pennsylvania. Citizens Trust Company, the banking subsidiary of Citizens, was merged with and into C&N Bank as part of the transaction. The common stock of C&N is currently quoted on the Nasdaq Capital Market under the symbol “CZNC”. C&N’s website can be accessed at www.cnbankpa.com. The principal executive offices of C&N are located at 90-92 Main Street, P.O. Box 58, Wellsboro, Pennsylvania 16901, and its telephone number is 570-724-3411. C&N is a public company that files periodic reports with the SEC, which can be accessed at www.sec.gov.

C&N Bank is a Pennsylvania banking institution founded in 1864 as The First National Bank of Wellsborough. C&N Bank has held its current name since May 6, 1975, at which time C&N Bank changed its charter from a national bank to a Pennsylvania bank. In 1971, C&N Bank consolidated with The Citizens National Bank of Towanda. Subsequent mergers included: First National Bank of Ralston in May 1972; Sullivan County National Bank in October 1977; Farmers National Bank of Athens in January 1984; and First National Bank of East Smithfield in May 1990. C&N Bank is a full-service financial institution with 25 banking offices in Bradford, Cameron, Lycoming, McKean, Potter, Sullivan and Tioga Counties in Pennsylvania and Steuben County in New York and a loan production office in Elmira, New York. Investment products are offered through C&N Investment Services and insurance products are offered through C&N Financial Services Corp. Trust services are offered by C&N Bank through the C&N Trust and Financial Management Group, a division of C&N Bank.

At September 30, 2018, C&N had total assets of approximately \$1.271 billion, total deposits of approximately \$1.052 billion, and 189.9 million of shareholders’ equity.

Monument Bancorp, Inc. and Monument Bank (page 81)

Monument Bancorp, Inc., or Monument, was incorporated as a Pennsylvania business corporation on April 7, 2016 for the purpose of becoming a one-bank holding company. Monument’s main office is located at 465 North Main Street, Doylestown, Pennsylvania. Monument’s primary function is to own all of the common stock of its wholly-owned subsidiary, Monument Bank.

The common stock of Monument is not currently listed on any exchange or quoted in the over the counter market. Monument’s website can be accessed at <http://www.monumentbankpa.com>. The principal executive offices of Monument are located at 465 N. Main Street, Doylestown, Pennsylvania 18901, and its telephone number is (215) 340-1020.

Monument Bank is a Pennsylvania banking institution that was incorporated on October 12, 2007 and commenced operations on February 22, 2008. Monument Bank is a community bank offering a full range of banking services to the Philadelphia metropolitan market. Monument Bank operates two banking offices and a loan production office in Bucks County, Pennsylvania.

TABLE OF CONTENTS

At September 30, 2018, Monument had approximately \$361.3 million in assets, \$255.4 million in deposits and \$26.1 million of shareholders' equity.

Share Information and Market Prices (page [81](#))

C&N common stock is listed on the Nasdaq Capital Market under the trading symbol "CZNC". Monument common stock is not listed on any exchange or quoted in the over the counter market. There is currently a very limited public trading market for the common stock of Monument.

The table below shows the last sale prices of C&N common stock, Monument common stock and the equivalent price per share of Monument common stock based on the exchange ratio on September 27, 2018, the day before announcement of the merger, and on [LPD], the latest practicable date before printing of this document.

	Historical Price Per Share	Pro Forma Equivalent Price Per Share(1)
C&N Common Stock		
Closing Price on September 27, 2018	\$ 26.02	N/A
Closing Price on [LPD]		N/A
Monument Common Stock		
Closing Price on September 27, 2018	\$ 22.04(2)	\$ 26.39
Closing Price on July 18, 2018	\$ 22.04(2)	

(1)

Based upon the product of the conversion ratio (1.0144) and the closing price of C&N common stock, rounded to the nearest cent.

(2)

Per share price of last trade known to Monument for 600 shares on July 18, 2018.

Given the absence of an active trading market and publicly available trading information for Monument shares, such prices may not reflect actual current market values.

The Merger Agreement (page [55](#))

The terms and conditions of the merger are contained in the merger agreement, which is attached as Annex A to this document and incorporated by reference herein. Please carefully read the merger agreement as it is the legal document that governs the merger. The merger agreement is not intended to provide any other factual information about C&N, Monument, or any of their respective subsidiaries and affiliates. The representations, warranties and covenants contained in the merger agreement were made as of specific dates, may be subject to limitations agreed upon by the parties as stated in the agreement, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the agreement, none of which materially alter the representations and warranties made by either party.

Monument and C&N will Merge (page [55](#))

We are proposing the merger of Monument and C&N, with C&N surviving. As a result of the merger, the corporate existence of Monument will end. We refer to this event as the "merger" in this document. In connection with the merger, Monument Bank will merge with and into C&N Bank, with C&N Bank surviving. We refer to this event as the "bank merger" in this document.

Monument Will Hold Its Special Meeting on March 15, 2019 (page [77](#))

Monument will hold a special meeting on Friday, March 15, 2019 at 9:00 a.m., local time, at Doylestown Country Club, 20 Country Club Lane, Doylestown, Pennsylvania 18901. At the special meeting, Monument shareholders will be asked to:

10

TABLE OF CONTENTS

1.
Adopt the merger agreement; and

2.
Approve the adjournment of the special meeting, if necessary, to solicit additional proxies, in the event that there are not sufficient votes at the time of the special meeting to adopt the merger agreement.

Record Date. Only holders of record of Monument common stock at the close of business on February 6, 2019 will be entitled to vote at the special meeting. Each share of Monument common stock is entitled to one vote. As of Monument's record date, there were 1,564,599 shares of Monument common stock issued and outstanding and entitled to vote at the special meeting.

Required Vote. The affirmative vote of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the outstanding shares of Monument common stock is required to adopt the merger agreement. Approval of the proposal to adjourn the special meeting requires approval of a majority of the votes cast, in person or by proxy, at the meeting. A majority of the outstanding shares of Monument common stock entitled to vote is necessary to constitute a quorum in order to transact business at the special meeting.

In accordance with the terms of the merger agreement, each of the directors and executive officers of Monument has executed a voting agreement in favor of C&N pursuant to which he or she has agreed to vote all shares of Monument common stock beneficially owned by him or her, and over which he or she holds sole voting power, in favor of adoption of the merger agreement and the transactions contemplated thereby. Collectively, the Monument directors and executive officers own and have sole voting power over 540,374 shares, or 34.54%, of Monument's common stock outstanding, which they committed to vote in favor of the adoption of the merger agreement. In addition, each director and executive officer agreed to use their best efforts to cause shares of Monument over which they hold shared voting power to be voted in favor of the adoption of the merger agreement. As of the record date, directors and executive officers of Monument and their affiliates beneficially owned, in the aggregate, 1,095,608 shares, or 68.71%, of Monument's common stock outstanding and entitled to be voted at the special meeting.

Monument Shareholders Will Receive Cash or Shares of C&N Common Stock in the Merger (page 55)

In the proposed merger, Monument shareholders will receive, in exchange for each share of Monument common stock they own immediately prior to completion of the merger, either (i) 1.0144 shares of C&N common stock or (ii) \$28.10 in cash. Fractional shares of C&N common stock resulting from the application of the exchange ratio to a shareholder's holdings of Monument common stock will be converted into the right to receive a cash payment for each such fractional share. The cash payment will equal an amount determined by multiplying (i) the fraction of a share to which such holder would otherwise have been entitled and (ii) \$28.10.

Monument shareholders will be entitled to indicate the form of merger consideration they wish to elect to receive for each share owned. However, the actual form of merger consideration you receive will depend on your election and on the elections made by all other Monument shareholders. The merger agreement requires that 20% of the outstanding Monument shares will be converted into the cash consideration; as a result, your election is subject to proration to ensure that result. Therefore, if Monument shareholders, in the aggregate, submit elections requesting too many or too few Monument shares to be converted into the cash consideration, the stock or cash elections, as appropriate, will be prorated to ensure that 20% of Monument's outstanding shares are converted into the cash consideration.

While the Exchange Ratio and Cash Consideration is Fixed, in Certain Circumstances, Monument May Terminate the Merger Unless C&N Increases the Consideration (page 55)

The exchange ratio and cash consideration is fixed. Thus, the value of the stock portion of the merger consideration will vary with the market value of C&N's common stock. However, if (i) the average price of C&N's common stock, measured over a ten trading day period occurring shortly before the closing date of the merger, drops below \$21.94 per share and (ii) the percent decline in C&N common stock, determined by dividing the ten day average price by \$27.43, is less than the percent decline in the KBW NASDAQ Regional Banking Stock Index Value, determined by dividing the average KBW NASDAQ Regional Stock

TABLE OF CONTENTS

Index Value for the same ten day period by the KBW NASDAQ Regional Banking Stock Index Value on September 10, 2018 by more than 20%, then Monument’s board of directors may elect to terminate the merger agreement unless C&N increases the aggregate consideration to an amount that would not permit Monument to terminate as described in (ii).

Expected Material United States Federal Income Tax Treatment as a Result of the Merger (page 67)

The merger has been structured to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, which is referred to as the Internal Revenue Code, and it is a condition to the completion of the merger that the parties receive a written opinion from Barley Snyder LLP, counsel to C&N, to the effect that the merger will be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code and that holders of Monument common stock will not recognize gain or loss for U.S. federal income tax purposes upon the exchange of their Monument common stock for C&N common stock pursuant to the merger. For further discussion of the material U.S. federal income tax consequences of the merger, see “Material United States Federal Income Tax Consequences of the Merger,” beginning on page 67.

We recommend that holders of Monument common stock consult their tax advisors to determine the tax consequences to them, including the application and effect of any state, local or non-U.S. income and other tax laws, of the merger.

Accounting Treatment of the Merger (page 66)

The merger will be treated as a business combination to be accounted for using the acquisition method of accounting under U.S. generally accepted accounting principles. Under the acquisition method of accounting, the acquired tangible and identifiable intangible assets and liabilities assumed of Monument will be recorded, as of the date of completion of the merger, at their respective fair values. Any excess of the purchase price over the fair values of net assets acquired will be recorded as “goodwill.” Under U.S. generally accepted accounting principles, goodwill is not amortized, but is assessed annually, or more frequently if necessary, for impairment with any resulting impairment losses included in net income. If the fair value of net assets acquired exceeds the purchase price, there will be no goodwill recorded, and the resulting difference will be recorded as a bargain purchase gain. The results of operations of the combined entity will include the results of Monument’s operations only after completion of the merger.

Boenning & Scattergood, Inc. Has Provided an Opinion to Monument’s Board of Directors that the Merger Consideration is Fair (page 39)

Monument’s financial advisor, Boenning & Scattergood, Inc., or “Boenning,” has conducted financial analyses and delivered an opinion to Monument’s board of directors that, as of September 27, 2018, the merger consideration was fair, from a financial point of view, to Monument’s shareholders. The full text of Boenning’s opinion is attached as Annex B to this document. Monument shareholders should read that opinion and the summary description of Boenning’s opinion contained in this document in their entirety. The opinion of Boenning does not reflect any developments that may have occurred or may occur after the date of its opinion and prior to the completion of the merger. Monument does not expect that it will request an updated opinion from Boenning.

Pursuant to the Boenning engagement agreement, Monument agreed to pay Boenning a non-refundable cash fee equal to 1.25% of the aggregate merger consideration, \$20,000 of which became payable upon retention of Boenning, \$60,000 of which became payable concurrently with the rendering of Boenning’s opinion, and the balance of which is contingent upon the consummation of the merger. Boenning’s fee for rendering the fairness opinion was not contingent upon Boenning reaching any particular conclusion. Monument also agreed to reimburse Boenning for reasonable out-of-pocket expenses and disbursements incurred in connection with its engagement and to indemnify Boenning against certain liabilities relating to or arising out of Boenning’s engagement or Boenning’s role in connection therewith.

Board of Directors and Executive Officers of C&N and C&N Bank after the Merger (page 50)

Following the merger, the C&N and C&N Bank boards of directors will consist of the current members of each board plus Clark S. Frame, who is currently Chairman of the boards of directors of Monument and Monument Bank. The current executive officers of C&N and of C&N Bank will remain the same after the merger.

TABLE OF CONTENTS

The Monument Board of Directors Recommends That Monument Shareholders Vote “FOR” Adoption of the Merger Agreement (page 37)

Monument’s board of directors believes that the merger is in the best interests of Monument and has unanimously approved the merger and the merger agreement. Monument’s board of directors recommends that Monument shareholders vote “FOR” adoption of the merger agreement. Monument’s board of directors also recommends that Monument shareholders vote “FOR” the proposal to adjourn the special meeting, if necessary, to solicit additional proxies in favor of the adoption of the merger agreement.

Monument’s Directors and Executive Officers Have Financial Interests in the Merger that May Differ from Your Interests (page 53)

In addition to their interests as Monument shareholders, the directors and executive officers of Monument may have interests in the merger that are different from or in addition to interests of other Monument shareholders. These interests include, among others, provisions in the merger agreement appointing one Monument director to serve on the C&N board of directors, payment of severance to executive officers who will not be employed by C&N, assumption by C&N of employment agreements, indemnification by C&N and payment for directors’ and officers’ insurance. These additional interests may create potential conflicts of interest and cause some of these persons to view the proposed transaction differently than you may view it as a Monument shareholder. Monument’s board of directors was aware of these interests and took them into account in its decision to approve the merger agreement.

Holder of Monument Common Stock Have Dissenters’ Rights (page 50)

Monument shareholders have the right under Pennsylvania law to dissent from the merger agreement and obtain the “fair value” of their shares in cash as determined by an appraisal process in accordance with the procedures under Subchapter D of Chapter 15 of the Pennsylvania Business Corporation Law of 1988, as amended, or PBCL. The statutorily determined “fair value” could be more or less than the value of the merger consideration. If you intend to exercise dissenters’ rights, you should read the statute carefully and consult with your own legal counsel. Failure to strictly comply with the procedures set forth in the PBCL will result in the loss of dissenters’ rights. Also, if you exercise dissenters’ rights, you may have taxable income as a result, so you should consult with your own tax advisor if you intend to dissent. See “The Merger — Monument Shareholders Have Dissenters’ Rights in the Merger” and Annex C. The Rights of Monument Shareholders Will Be Governed by Pennsylvania Law and C&N’s Articles of Incorporation and Bylaws after the Merger (page 90)

The rights of Monument shareholders will change as a result of the merger due to differences in C&N’s and Monument’s governing documents. A description of shareholder rights under each of the C&N and Monument governing documents, and the material differences between them, is included in the section entitled “Comparison of Shareholders’ Rights” found on page 90.

Conditions That Must Be Satisfied or Waived for the Merger to Occur (page 63)

The parties have agreed not to consummate the merger before February 28, 2019. Currently, we expect to complete the merger in the second quarter of 2019. As more fully described in this document and in the merger agreement, the completion of the merger depends on a number of conditions being satisfied or, where legally permissible, waived. These conditions include, among others: approval of the merger by the requisite vote of Monument’s shareholders; the receipt of all required regulatory approvals from the Board of Governors of the Federal Reserve System (“FRB”), Federal Deposit Insurance Corporation (“FDIC”), and the Pennsylvania Department of Banking and Securities (“PDB”); the holders of no more than 5% of the outstanding shares of common stock of Monument exercising dissenters’ rights; and the receipt of a legal opinion from Barley Snyder LLP, counsel to C&N, regarding the tax treatment of the merger.

We cannot be certain when, or if, the conditions to the merger will be satisfied or waived, or that the merger will be completed.

No Solicitation of Other Offers (page 61)

Monument has agreed that it, its directors and officers and its representatives and advisors will not, between the date of the merger agreement and the date of the special meeting of Monument’s shareholders,

TABLE OF CONTENTS

directly or indirectly, seek or encourage, respond to, endorse, pursue or enter into an alternative acquisition proposal unless its board of directors determines, in good faith, that such discussions or consideration of an alternative acquisition proposal are required for its board of directors to fulfill its fiduciary duties.

For further discussion of the restrictions on solicitation of acquisition proposals from third parties, see “The Merger Agreement — Agreement Not to Solicit Other Offers” beginning on page 61.

Termination of the Merger Agreement (page 64)

The boards of Monument and C&N may mutually agree to terminate the merger agreement before completing the merger, even after shareholder approval has been obtained. In addition, C&N or Monument may decide to terminate the merger agreement if (i) a bank regulator or governmental entity issues a final order that is not appealable prohibiting the merger, (ii) the shareholders of Monument fail to adopt the merger agreement, (iii) the other party breaches the merger agreement and fails to cure such breach, if that breach would cause the conditions to closing not to be met, or (iv) the merger has not been completed by August 15, 2019, unless the reason the merger has not been completed by that date is a breach of the merger agreement by the party seeking to terminate the merger agreement. C&N may terminate the merger agreement if Monument’s board of directors, in connection with the receipt of an alternative acquisition proposal, (1) enters into an acquisition agreement with respect to the alternative acquisition proposal, (2) terminates the merger agreement, (3) fails to make, withdraws, modifies or qualifies its recommendation of the merger agreement in a manner adverse to C&N, or (4) delivers a written notice to C&N of its determination to accept the alternative acquisition proposal.

Monument may terminate the merger agreement if Monument receives an alternative acquisition proposal and delivers a written notice to C&N of its determination to accept the alternative acquisition proposal.

Monument’s board of directors may also elect to terminate the merger agreement if the value of C&N common stock significantly declines and C&N fails to increase the aggregate consideration as explained above under the heading “While the Exchange Ratio and Cash Consideration is Fixed, in Certain Circumstances, Monument May Terminate the Merger Unless C&N Increases the Consideration.”

Termination Fee (page 64)

Monument will pay C&N a termination fee of \$1,726,000 in the event that the merger agreement is terminated:

- By C&N because Monument’s shareholders fail to approve the merger at the special meeting of Monument and, prior thereto, there has been a publicly proposed or announced alternative acquisition proposal for Monument that is agreed to or consummated within 12 months following termination; or
- By C&N because Monument has received an alternative acquisition proposal, and Monument (1) enters into an acquisition agreement with respect to the alternative acquisition proposal, (2) terminates the merger agreement, (3) fails to make, withdraws, modifies or qualifies its recommendation of the merger agreement in a manner adverse to C&N, or (4) delivers a written notice to C&N of its determination to accept the alternative acquisition proposal; or
- By Monument, if Monument receives an alternative acquisition proposal and delivers a written notice to C&N of its determination to accept the alternative acquisition proposal in compliance with all requirements of the merger agreement.

Regulatory Approvals Required for the Merger and the Bank Merger (page 53)

The merger is subject to certain regulatory approvals or waivers, including approval or waiver of the FRB, FDIC and PDB. As of the date hereof, applications are pending with the FDIC and PDB and a request for a waiver has been submitted to the FRB.

TABLE OF CONTENTS**SELECTED CONSOLIDATED HISTORICAL FINANCIAL DATA OF C&N (UNAUDITED)**

The following tables set forth selected historical consolidated financial data for C&N as of and for each of the nine months ended September 30, 2018 and 2017 (unaudited) and for the five years ended December 31, 2017, 2016, 2015, 2014 and 2013 (which has been derived from C&N's audited financial statements). You should read these tables together with the historical consolidated financial information contained in C&N's consolidated financial statements and related notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations included in C&N's Annual Report on Form 10-K for the year ended December 31, 2017, which has been filed with the SEC and is incorporated by reference herein. Information for the nine months ended September 30, 2018 and 2017 is derived from unaudited interim consolidated financial statements and has been prepared on the same basis as C&N's audited consolidated financial statements and includes, in the opinion of management, all adjustments, consisting of only normal recurring adjustments, necessary to present fairly the data for such period. The results of operations for the nine months ended September 30, 2018 are not necessarily indicative of the results which may be expected for any future interim period or for the full year.

(In thousands of dollars, except per share data)	As of or for the Nine Months Ended September 30,		As of or for the Year Ended December 31,			
	2018	2017	2017	2016	2015	2014
INCOME STATEMENT						
Interest and fee income	\$ 37,024	\$ 34,078	\$ 45,863	\$ 44,098	\$ 44,519	\$ 46,009
Interest expense	3,313	2,916	3,915	3,693	4,602	5,122
Net interest income	33,711	31,162	41,948	40,405	39,917	40,887
Provision for loan losses	332	778	801	1,221	845	476
Net interest income after provision for loan losses	33,379	30,384	41,147	39,184	39,072	40,411
Noninterest income excluding securities gains	13,557	12,036	16,153	15,511	15,478	15,420
Net gains on securities	2,037	257	257	1,158	2,861	1,104
Loss on prepayment of debt	0	0	0	0	2,573	0
Noninterest expense excluding loss on prepayment of debt	29,412	27,566	36,967	34,744	33,030	34,157
Income before income tax provision	19,561	15,111	20,590	21,109	21,808	22,778
Income tax provision	3,229	3,620	7,156	5,347	5,337	5,692

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Net income	\$ 16,332	\$ 11,491	\$ 13,434	\$ 15,762	\$ 16,471	\$ 17,086
Net income attributable to common shares	\$ 16,249	\$ 11,432	\$ 13,365	\$ 15,677	\$ 16,387	\$ 17,009
PER COMMON SHARE:						
Basic earnings per share	\$ 1.33	\$ 0.94	\$ 1.10	\$ 1.30	\$ 1.35	\$ 1.38
Diluted earnings per share	\$ 1.33	\$ 0.94	\$ 1.10	\$ 1.30	\$ 1.35	\$ 1.38
Cash dividends declared per share	\$ 0.81	\$ 0.78	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04
Book value per common share at period-end	\$ 15.45	\$ 15.66	\$ 15.43	\$ 15.36	\$ 15.39	\$ 15.34
Tangible book value per common share at period-end	\$ 14.48	\$ 14.68	\$ 14.45	\$ 14.37	\$ 14.41	\$ 14.36
Weighted average common shares outstanding – basic	12,209,879	12,105,673	12,115,840	12,032,820	12,149,252	12,333,933
Weighted average common shares outstanding – diluted	12,248,669	12,146,297	12,155,136	12,063,055	12,171,084	12,355,916
END OF PERIOD BALANCES						
Available-for-sale securities	\$ 358,706	\$ 365,086	\$ 356,908	\$ 395,077	\$ 420,290	\$ 516,807
Gross loans	822,513	801,012	815,713	751,835	704,880	630,545
Allowance for loan losses	8,815	8,900	8,856	8,473	7,889	7,336
Total assets	1,285,439	1,259,921	1,276,959	1,242,292	1,223,417	1,241,963
Deposits	1,043,947	1,021,625	1,008,449	983,843	935,615	967,989
Borrowings	41,406	38,995	70,955	64,629	92,263	78,597
Stockholders' equity	189,987	191,013	188,443	186,008	187,487	188,362
Common shares outstanding	12,297,274	12,197,527	12,214,525	12,113,228	12,180,623	12,279,980

15

TABLE OF CONTENTS

(In thousands of dollars, except per share data)

INCOME STATEMENT AVERAGE BALANCES	As of or for the Nine Months Ended September 30,		As of or for the Year Ended December 31,				
	2018	2017	2017	2016	2015	2014	2013
Total assets	\$ 1,272,867	\$ 1,243,448	\$ 1,247,759	\$ 1,229,866	\$ 1,243,209	\$ 1,239,897	\$ 1,239,897
Earning assets	1,201,263	1,164,974	1,169,569	1,147,549	1,159,298	1,155,401	1,155,401
Gross loans	820,958	773,138	780,640	723,076	657,727	627,753	627,753
Deposits	1,024,735	985,961	990,917	970,447	968,201	965,418	965,418
Stockholders' equity	187,056	188,448	188,958	188,373	188,905	185,469	185,469
KEY RATIOS							
Return on average assets (annualized)	1.71%	1.23%	1.08%	1.28%	1.32%	1.38%	1.38%
Return on average equity (annualized)	11.64%	8.13%	7.11%	8.37%	8.72%	9.21%	9.21%
Average equity to average assets	14.70%	15.16%	15.14%	15.32%	15.19%	14.96%	14.96%
Net interest margin(1)	3.87%	3.86%	3.82%	3.76%	3.69%	3.80%	3.80%
Efficiency(2)	60.96%	60.88%	60.74%	59.22%	56.66%	57.59%	57.59%
Cash dividends as a % of diluted earnings per share	60.90%	82.98%	94.55%	80.00%	77.04%	75.36%	75.36%
Tier 1 leverage	14.50%	14.40%	14.23%	14.27%	14.31%	13.89%	13.89%
Tier 1 risk-based capital	22.76%	22.42%	21.95%	22.48%	23.29%	26.26%	26.26%
Total risk-based capital	23.88%	23.57%	23.07%	23.60%	24.40%	27.60%	27.60%
Tangible common equity/tangible assets	13.98%	14.35%	13.95%	14.15%	14.49%	14.34%	14.34%
Nonperforming assets/total assets	1.30%	1.35%	1.47%	1.43%	1.31%	1.34%	1.34%
Nonperforming loans/total loans	1.71%	1.92%	2.10%	2.07%	2.09%	2.45%	2.45%
Allowance for loan losses/total loans	1.07%	1.11%	1.09%	1.13%	1.12%	1.16%	1.16%
Net charge-offs/average	0.06%	0.06%	0.05%	0.09%	0.04%	0.29%	0.29%

loans (annualized)

(1)

Rates of return on tax-exempt securities and loans are calculated on a fully-taxable equivalent basis.

(2)

The efficiency ratio is calculated by dividing: (a) total noninterest expense excluding losses from prepayment of debt, by (b) the sum of net interest income (including income from tax-exempt securities and loans on a fully-taxable equivalent basis) and noninterest income excluding securities gains or losses.

16

TABLE OF CONTENTS**SELECTED CONSOLIDATED HISTORICAL FINANCIAL DATA OF MONUMENT (UNAUDITED)**

The following tables set forth selected historical financial data for Monument Bancorp, Inc. as of and for each of the nine months ended September 30, 2018 and 2017 (unaudited) and for the five years ended December 31, 2017, 2016, 2015, 2014 and 2013 (which has been derived primarily from its audited financial statements). The information at and for the nine months ended September 30, 2018 and 2017 is unaudited and includes, in the opinion of management of Monument Bancorp, Inc., all adjustments, consisting only of normal recurring adjustments necessary to present fairly the information for such periods. The results of operations for the nine months ended September 30, 2018 are not necessarily indicative of the results which may be expected for any future interim period or for a full year's operations. You should read these tables together with "Management's Discussion and Analysis of Financial Condition and Results of Operations of Monument Bancorp, Inc." included in this document.

(In Thousands, Except per Share Information)	At or For the Nine Months Ended September 30,		At or For the Year Ended December 31,				
	2018	2017	2017	2016	2015	2014	2013
Summary of Operations							
Interest and dividend income	\$ 10,859	\$ 9,223	\$ 12,542	\$ 11,161	\$ 9,880	\$ 9,522	\$ 8,1
Interest expense	3,721	2,698	3,756	3,130	2,643	2,562	2,3
Net interest income	7,138	6,525	8,786	8,031	7,237	6,960	5,7
Provision for loan losses	395	200	290	(54)	645	633	242
Net interest income after provision for loan losses	6,743	6,325	8,496	8,085	6,592	6,326	5,5
Investment securities gains	730	11	11	154	351	1,041	618
Noninterest income	100	111	143	517	957	919	1,0
Noninterest expenses	5,356	4,528	6,297	6,867	6,474	6,166	5,7
Income before income tax expense (benefit)	2,217	1,920	2,353	1,889	1,426	2,120	1,4
Income tax expense	380	458	670	384	202	356	184
Net income	1,837	1,461	1,682	1,505	1,224	1,764	1,3
Dividend on preferred stock	—	85	85	255	30	30	30
Income available to common stockholders	\$ 1,837	\$ 1,376	\$ 1,597	\$ 1,250	\$ 1,194	\$ 1,734	\$ 1,2
Per Share Information							
Basic earnings per share	\$ 1.20	\$ 1.02	\$ 1.19	\$ 0.94	\$ 0.92	\$ 1.37	\$ 1.0
Diluted earnings per share	1.18	0.92	1.09	0.84	0.82	1.24	0.9
Book value at period end	16.70	17.33	16.88	15.93	15.39	15.01	12.
Weighted average shares outstanding basic	1,531	1,343	1,345	1,332	1,300	1,267	1,2
Weighted average shares outstanding diluted	1,555	1,493	1,469	1,485	1,454	1,404	1,3
Period-End Information							
Total assets	\$ 361,267	\$ 320,817	\$ 325,903	\$ 289,254	\$ 269,894	\$ 250,041	\$ 251
Loans	250,325	230,448	238,929	209,687	186,272	153,528	126

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Total investment securities	97,577	74,097	72,810	66,065	72,295	77,739	112,000
Deposits – noninterest-bearing	23,293	25,627	25,054	22,300	15,850	14,083	11,000
Deposits – interest-bearing	232,096	177,005	183,839	169,664	162,289	156,369	154,000
Total deposits	255,389	202,632	208,893	191,965	178,139	170,451	165,000
Borrowings	66,308	81,104	80,492	66,863	62,252	51,207	61,000
Subordinated debt	12,239	12,203	12,212	5,330	5,323	5,316	5,300
Total stockholders' equity	26,134	23,277	23,507	24,352	23,451	21,980	18,000
Financial Ratios							
Stockholders' equity to total assets	7.23%	7.26%	7.21%	8.42%	8.69%	8.79%	7.3%
Average equity/average assets	7.13%	7.71%	7.61%	8.43%	8.93%	7.94%	8.1%
Return on average equity	9.51%	8.17%	7.07%	6.27%	5.33%	8.46%	6.9%
Return on average assets	0.73%	0.63%	0.54%	0.53%	0.48%	0.67%	0.5%
Capital Ratios(1)							
Total capital to risk weighted assets	15.60%	15.98%	15.67%	15.03%	14.47%	15.22%	16.0%
Tier 1 capital to risk weighted assets	12.50%	12.57%	12.32%	11.40%	10.88%	11.32%	12.0%
Common equity tier 1 capital to risk weighted assets	12.50%	12.57%	12.32%	9.99%	9.45%	n/a	n/a
Tier 1 capital to average assets	9.18%	9.15%	9.05%	8.37%	8.42%	8.09%	7.7%

(1)

Pursuant to the Bank Holding Company and Small Savings and Loan Holding Company Policy Statement attached as an appendix to the FRB's Regulation Y, Monument Bancorp, Inc., is not, but its wholly-owned subsidiary Monument Bank is, subject to the regulatory capital requirements prescribed by Regulation Q.

TABLE OF CONTENTS

UNAUDITED PRO FORMA COMBINED CONDENSED CONSOLIDATED FINANCIAL DATA

(In thousands of dollars, except per share data)

The unaudited pro forma combined condensed consolidated financial information has been prepared using the acquisition method of accounting, giving effect to the merger. The unaudited pro forma combined condensed consolidated balance sheet combines the historical information of C&N and Monument as of September 30, 2018 and assumes the merger was completed on that date. The unaudited pro forma combined condensed consolidated income statement combines the historical financial information of C&N and Monument and gives effect to the merger as if it had been completed as of January 1, 2017 and carried forward through the interim period presented. The unaudited pro forma combined condensed consolidated financial information is presented for illustrative purposes only and is not necessarily indicative of the results of operations or financial condition had the merger been completed on the date described above, nor is it necessarily indicative of the results of operations in future periods or the future financial condition and results of operations of the combined entities. The financial information should be read in conjunction with the accompanying notes to the unaudited pro forma combined condensed consolidated financial information. Certain reclassifications have been made to Monument historical financial information to conform to C&N's presentation of financial information.

The actual value of C&N's common stock to be recorded as consideration in the merger will be based on the closing price of C&N's common stock as of the merger completion date. The proposed merger is targeted for completion in the second quarter 2019. There can be no assurance that the merger will be completed as anticipated. For purposes of the pro forma financial information, the fair value of C&N's common stock to be issued in connection with the merger was based on C&N's closing stock price of \$26.15 per share on September 28, 2018 (the last trading day prior to September 30, 2018).

The pro forma financial information includes estimated adjustments, including adjustments to record Monument's assets and liabilities at their respective fair values, and represents C&N's pro forma estimates based on fair value information as of the date of the merger agreement.

The pro forma adjustments are subject to change depending on changes in interest rates, changes in the components of assets and liabilities and additional information as it becomes available. The final allocation of the purchase price will be determined after the merger is completed and after a more thorough analysis to determine the fair value of Monument's assets and liabilities has been completed. Changes in the estimated fair values of the net assets as compared with the information presented in the unaudited pro forma combined condensed consolidated financial information may change the amount of the purchase price allocated to goodwill and other assets and liabilities and may impact C&N's statements of income due to adjustments in amortization of the adjusted assets and liabilities. Also, changes in Monument's stockholders' equity, including results of operations from September 30, 2018 through the date the merger is completed, will change the purchase price allocation, which may result in an adjustment to the amount of goodwill recorded. The final adjustments may vary materially from the adjustments reflected in the unaudited pro forma financial information herein.

C&N's management estimates \$2.1 million of pre-tax merger-related expenses will be incurred, including severance and employee retention expenses, system conversion costs, professional fees and other expenses. These estimated merger-related expenses are excluded from the unaudited pro forma combined condensed consolidated statements of income presented herein. C&N's management expects the merger will provide the combined company with financial benefits that include reduced operating expenses. The unaudited pro forma combined condensed consolidated financial information, while helpful in illustrating the financial characteristics of the combined company under one set of assumptions, does not reflect the benefits of expected cost savings or opportunities to earn additional revenue, and accordingly does not attempt to predict or suggest future results. Also, the unaudited pro forma combined condensed consolidated statements of income presented herein do not necessarily reflect what the historical results of the combined company would have been had the companies been combined during these periods.

The unaudited pro forma combined condensed consolidated financial information has been derived from and should be read in conjunction with the historical consolidated financial information and related notes of C&N and Monument, which are incorporated by reference to or included in this document.

TABLE OF CONTENTS**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEETS
AS OF SEPTEMBER 30, 2018**

(In Thousands)	C&N Historical	Monument Historical	Pro Forma Adjustments	Pro Forma Combined	Note Reference
ASSETS					
Cash and due from banks:					
Noninterest-bearing	\$ 20,978	\$ 1,660		\$ 22,638	
Interest-bearing	17,363	219		17,582	
Total cash and cash equivalents	38,341	1,879	0	40,220	
Held-to-maturity securities	0	1,250		1,250	
Available-for-sale debt securities, at fair value	358,706	96,327	(13,191)	441,842	(1)
Marketable equity security	941	0		941	
Federal funds sold	0	741		741	
Loans held for sale	551	0		551	
Loans receivable	822,532	253,060	(2,735)	1,072,857	
Allowance for loan losses	(8,815)	(2,735)	2,735	(8,815)	
Loans, net	813,717	250,325	0	1,064,042	(2)
Bank-owned life insurance	18,935	0		18,935	
Accrued interest receivable	4,279	1,446		5,725	
Bank premises and equipment, net	14,824	2,453		17,277	
Foreclosed assets held for sale	2,678	1,614		4,292	
Deferred tax asset, net	5,122	362	(603)	4,881	(3)
Intangible asset – Core deposit intangibles	9	0	2,179	2,188	(4)
Intangible asset – Goodwill	11,942	0	16,012	27,954	(8)
Other assets	15,394	4,870		20,264	
TOTAL ASSETS	\$ 1,285,439	\$ 361,267	\$ 4,397	\$ 1,651,103	
LIABILITIES					
Deposits:					
Noninterest-bearing	\$ 260,961	\$ 23,293		\$ 283,714	
Interest-bearing	782,986	232,096	(266)	1,015,356	(5)
Total deposits	1,043,947	255,389	(266)	1,299,070	
Borrowed funds	41,406	66,308	(422)	107,292	(6)
Subordinated debt	0	12,239		12,239	
Other liabilities	10,099	1,197		11,296	
TOTAL LIABILITIES	1,095,452	335,133	(688)	1,429,897	
TOTAL STOCKHOLDERS' EQUITY	189,987	26,134	5,085	221,206	(7)
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	\$ 1,285,439	\$ 361,267	\$ 4,397	\$ 1,651,103	

The accompanying notes are an integral part of these unaudited financial statements.

19

TABLE OF CONTENTS

Notes to Unaudited Pro Forma Condensed Consolidated Balance Sheets

(1)

The pro forma reduction in available-for-sale securities reflects the assumption that securities would be sold, with no realized gain or loss, and the proceeds used to fund the cash portion of the merger consideration (\$9.9 million), C&N's estimated after-tax merger and integration costs (\$1.7 million) and Monument's estimated after-tax merger and integration costs (\$1.6 million).

(2)

The pro forma estimate that the fair value of Monument's loans would equal their carrying value, net of the allowance for loan losses, as of September 30, 2018, is based on a preliminary analysis. C&N will complete an updated analysis of the fair value of loans as of the merger completion date, including updated assessments of credit quality and the impact of changes in interest rates.

(3)

The pro forma adjustment to the carrying value of the net deferred tax asset results from the fair value adjustments to the carrying values of core deposit intangible assets, deposits and borrowed funds, as described herein, assuming a tax rate of 21%.

(4)

The estimated value of the core deposit intangible was determined by applying a 2% premium on Monument's core deposits, based on recent market data for similar transactions.

(5)

The pro forma adjustment to deposits reflects differences in interest rates, based on comparison of rates on Monument's time deposits to recent market rates for maturity dates corresponding to the maturity dates of Monument's time deposits.

(6)

The pro forma adjustment to borrowed funds reflects differences in interest rates, based on comparison of rates on Monument's advances from the Federal Home Loan Bank of Pittsburgh (FHLB) to current FHLB rates as of September 28, 2018 for maturity dates corresponding to the maturity dates of Monument's advances.

(7)

The pro forma adjustment to stockholders' equity includes the estimated value of equity-based merger consideration issued by C&N (\$33.0 million), reduced by the elimination of Monument's stockholders' equity (\$26.1 million) and further reduced by C&N's estimated after-tax merger and integration costs (\$1.7 million).

(8)

The pro forma amount of goodwill recorded from the merger is calculated as the fair value of consideration paid by C&N, less amounts allocated to fair value of assets acquired assumed and liabilities assumed, summarized as follows:

Estimated transaction value		\$ 42,850
Monument's stockholders' equity at September 30, 2018	26,134	
Purchase accounting adjustments:		
Deposits	266	
Borrowed funds	422	
Core deposit intangibles	2,179	
	2,867	

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Adjustment to net deferred tax asset	(603)	
	2,264	
Monument's estimated merger-related expenses, net	(1,560)	
Monument's stockholders' equity, as adjusted		26,838
Estimated allocation to goodwill		\$ 16,012

20

TABLE OF CONTENTS**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2017**

(Dollars In Thousands, Except Per Share Data)	C&N Historical	Monument Historical	Pro Forma Adjustments	Pro Forma Combined	Note Reference
INTEREST INCOME					
Interest and fees on loans	\$ 36,944	\$ 10,474		\$ 47,418	
Interest and dividend income on securities	8,704	1,799	(368)	10,135	(1)
Other interest income	215	268		483	
Total interest and dividend income	45,863	12,541	(368)	58,036	
INTEREST EXPENSE					
Interest on deposits	2,403	2,069	266	4,738	(2)
Interest on borrowed funds and subordinated debt	1,512	1,686	371	3,569	(3)
Total interest expense	3,915	3,755	637	8,307	
Net interest income	41,948	8,786	(1,005)	49,729	
Provision for loan losses	801	290		1,091	
Net interest income after provision for loan losses	41,147	8,496	(1,005)	48,638	
NONINTEREST INCOME					
Trust and financial management revenue	5,399	0		5,399	
Brokerage revenue	797	0		797	
Service charges on deposit accounts	4,488	24		4,512	
Interchange revenue from debit card transactions	2,221	0		2,221	
Net gains from sale of loans	818	63		881	
Increase in cash surrender value of life insurance	379	0		379	
Other noninterest income	2,051	56		2,107	
Sub-total	16,153	143	0	16,296	
Realized gains on available-for-sale debt securities, net	257	11		268	
Total noninterest income	16,410	154	0	16,564	
NONINTEREST EXPENSE					
Compensation and employee benefits	21,180	3,692		24,872	
Occupancy and equipment expense	3,639	402		4,041	
Data processing expenses	2,231	513		2,744	

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Pennsylvania shares tax	1,329	191		1,520	
Professional fees	872	266		1,138	
Other noninterest expense	7,716	1,233		8,949	
Total noninterest expense	36,967	6,297	0	43,264	
Income before income tax provision	20,590	2,353	(1,005)	21,938	
Income tax provision	7,156	670	(352)	7,474	(4)
NET INCOME	13,434	1,683	(653)	14,464	
Dividend on preferred stock		85		85	
INCOME AVAILABLE TO COMMON STOCKHOLDERS	\$ 13,434	\$ 1,598	(\$ 653)	\$ 14,379	
EARNINGS PER COMMON SHARE – BASIC	\$ 1.10	\$ 1.19		\$ 0.97	
EARNINGS PER COMMON SHARE – DILUTED	\$ 1.10	\$ 1.09		\$ 0.96	
Weighted-average Shares Outstanding:					
Basic	12,115,840	1,345,289	1,269,703	14,730,832	
Diluted	12,155,136	1,468,764	1,269,703	14,893,603	
NET INCOME ATTRIBUTABLE TO COMMON SHARES	\$ 13,365	\$ 1,598	\$ (653)	\$ 14,310	

The accompanying notes are an integral part of these unaudited consolidated financial statements.

21

TABLE OF CONTENTS**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF INCOME
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018**

(Dollars In Thousands, Except Per Share Data)	C&N Historical	Monument Historical	Pro Forma Adjustments	Pro Forma Combined	Note Reference
INTEREST INCOME					
Interest and fees on loans	\$ 30,207	\$ 8,790		\$ 38,997	
Interest and dividend income on securities	6,489	2,026	(348)	8,167	(1)
Other interest income	328	43		371	
Total interest and dividend income	37,024	10,859	(348)	47,535	
INTEREST EXPENSE					
Interest on deposits	2,641	2,291		4,932	
Interest on borrowed funds and subordinated debt	672	1,430	51	2,153	(3)
Total interest expense	3,313	3,721	51	7,085	
Net interest income	33,711	7,138	(399)	40,450	
Provision for loan losses	332	395		727	
Net interest income after provision for loan losses	33,379	6,743	(399)	39,723	
NONINTEREST INCOME					
Trust and financial management revenue	4,375	0		4,375	
Brokerage revenue	718	0		718	
Service charges on deposit accounts	3,837	86		3,923	
Interchange revenue from debit card transactions	1,880	0		1,880	
Net gains from sale of loans	514	10		524	
Increase in cash surrender value of life insurance	295	0		295	
Other noninterest income	1,938	4		1,942	
Sub-total	13,557	100	0	13,657	
Gain on restricted equity security	2,321			2,321	
Realized (losses) gains on available-for-sale debt securities, net	(284)	730		446	
Total noninterest income	15,594	830	0	16,424	
NONINTEREST EXPENSE					
Compensation and employee benefits	16,627	2,789		19,416	
	2,799	284		3,083	

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Occupancy and equipment expense					
Data processing expenses	2,002	440		2,442	
Pennsylvania shares tax	998	144		1,142	
Professional fees	860	218		1,078	
Other noninterest expense	6,126	1,481		7,607	
Total noninterest expense	29,412	5,356	0	34,768	
Income before income tax provision	19,561	2,217	(399)	21,379	
Income tax provision	3,229	380	(84)	3,525	(4)
NET INCOME	16,332	1,837	(315)	17,854	
Dividend on preferred stock		0		0	
INCOME AVAILABLE TO COMMON STOCKHOLDERS	\$ 16,332	\$ 1,837	\$ (315)	\$ 17,854	
EARNINGS PER COMMON SHARE – BASIC	\$ 1.33	\$ 1.20		\$ 1.18	
EARNINGS PER COMMON SHARE – DILUTED	\$ 1.33	\$ 1.18		\$ 1.18	
Weighted-average Shares Outstanding:					
Basic	12,209,879	1,530,616	1,269,703	15,010,198	
Diluted	12,248,669	1,554,969	1,269,703	15,073,341	
NET INCOME ATTRIBUTABLE TO COMMON SHARES	\$ 16,249	\$ 1,837	(\$ 315)	\$ 17,771	

The accompanying notes are an integral part of these unaudited consolidated financial statements.

TABLE OF CONTENTS

Notes to Unaudited Pro Forma Condensed Consolidated Statements of Income

(1)

The pro forma adjustment to income on securities is based on the pro forma reduction in the carrying value of available-for-sale securities (described in the unaudited pro forma consolidated balance sheets). The pro forma reduction in interest income is calculated using C&N's fully taxable equivalent yields on available-for-sale securities of 2.79% for the year ended December 31, 2017 and 2.64% for the nine months ended September 30, 2018.

(2)

The pro forma adjustment to deposits reflects differences in interest rates, based on comparison of rates on Monument's time deposits to recent market rates for maturity dates corresponding to the maturity dates of Monument's time deposits. This fair value adjustment is amortized into interest expense over the estimated useful life of the applicable time deposits, which is 1 year.

(3)

The pro forma adjustment to borrowed funds reflects differences in interest rates, based on comparison of rates on Monument's advances from the Federal Home Loan Bank of Pittsburgh (FHLB) to current FHLB rates as of September 28, 2018 for maturity dates corresponding to the maturity dates of Monument's advances. This fair value adjustment is amortized into interest expense over the estimated useful life of the applicable time deposits, which is 1.1 years.

(4)

The pro forma adjustments to the income tax provision reflect assumed tax rates of 35% in 2017 and 21% in 2018.

TABLE OF CONTENTS**COMPARATIVE PER SHARE DATA (UNAUDITED)**

The following table shows information about C&N's and Monument's respective income per common share, dividends per share and book value per share, and similar information giving effect to the merger. In presenting the comparative pro forma information for the time periods shown, the calculation of book value per share reflects the assumption the merger occurred as of the dates presented and the calculations of earnings and dividends information reflects the assumption the merger occurred at the beginning of the periods presented. See "Unaudited Pro Forma Combined Condensed Consolidated Financial Data" presented herein.

C&N's management expects the merger will provide the combined company with financial benefits that include reduced operating expenses and increased revenue. The pro forma financial information presented herein, while helpful in illustrating the financial characteristics of the combined company under one set of assumptions, does not reflect the benefits of expected cost savings or opportunities to earn additional revenue, and accordingly does not attempt to predict or suggest future results. Also, the pro forma combined financial information presented herein does not necessarily reflect what the historical results of the combined company would have been had the companies been combined during these periods.

The information in the following table is based on, and should be read in conjunction with, the historical information presented in this document.

	C&N Historical	Monument Historical	Pro Forma Combined (Unaudited)	Equivalent Pro Forma Combined(3) (Unaudited)
Basic Earnings per Share:				
For the year ended December 31, 2017	\$ 1.10	\$ 1.19	\$ 0.97	\$ 0.98
For the nine months ended September 30, 2018 (Unaudited)	\$ 1.33	\$ 1.20	\$ 1.18	\$ 1.20
Diluted Earnings per Share:				
For the year ended December 31, 2017	\$ 1.10	\$ 1.09	\$ 0.96	\$ 0.97
For the nine months ended September 30, 2018 (Unaudited)	\$ 1.33	\$ 1.18	\$ 1.18	\$ 1.20
Cash Dividends per Share(1):				
For the year ended December 31, 2017	\$ 1.04	\$ 0.00	\$ 1.04	\$ 1.05
For the nine months ended September 30, 2018 (Unaudited)	\$ 0.81	\$ 0.00	\$ 0.81	\$ 0.82
Book Value per Share(2):				
At December 31, 2017	\$ 15.43	\$ 17.04	\$ 14.60	\$ 14.81
At September 30, 2018	\$ 15.45	\$ 16.70	\$ 14.62	\$ 14.83
Common Shares Outstanding:				
At December 31, 2017	12,214,525	1,379,850	14,864,078	
At September 30, 2018	12,297,274	1,564,599	15,131,576	
Weighted-Average Common Shares Outstanding				

Used in Earnings per Share
Computations:

Basic:

For the year ended December 31, 2017	12,115,840	1,345,289	14,730,832
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For the nine months ended September 30, 2018 (Unaudited)	12,209,879	1,530,616	15,010,198
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Diluted:

For the year ended December 31, 2017	12,155,136	1,468,764	14,893,603
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For the nine months ended September 30, 2018 (Unaudited)	12,248,669	1,554,969	15,073,341
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TABLE OF CONTENTS

Notes to Unaudited Comparative Per Share Data

(1)

The pro forma combined cash dividend per share amounts assume C&N would have declared cash dividends per share on C&N common stock, including the C&N common stock issued in the merger, equal to the historical cash dividends per share declared on C&N common stock.

(2)

The pro forma combined book value per share of C&N common stock is based on the pro forma combined stockholders' equity divided by the pro forma total number of outstanding common shares of the combined entity.

(3)

The equivalent pro forma per Monument share was obtained by multiplying the pro forma combined amounts by the exchange ratio of 1.0144 and does not reflect the receipt of cash by Monument stockholders.

25

TABLE OF CONTENTS

RISK FACTORS

In considering whether to vote in favor of the proposal to adopt the merger agreement, you should consider all of the information included in this document and its annexes and all of the information included in the documents we have incorporated by reference. In addition, you should consider the risk factors identified in C&N's Annual Report on Form 10-K. In particular, you should consider the following risk factors.

The market price of C&N common stock after the merger may be affected by factors different from those affecting the shares of C&N or Monument currently.

The markets of C&N and Monument differ and, accordingly, the results of operations of the combined company and the market price of the combined company's shares of common stock after the merger may be affected by factors different from those currently affecting the independent results of operations and market prices of C&N and Monument. For a discussion of the business and markets of C&N and Monument, see "Information About Citizens & Northern Corporation" beginning on page 76 and "Information About Monument Bancorp, Inc." beginning on page 81. Shareholders of Monument will have a reduced ownership percentage and voting interest after the merger and will exercise less influence over management.

Upon completion of the merger, current Monument shareholders will own approximately 9.4% of the outstanding shares of C&N common stock, and current C&N shareholders will own approximately 90.6% of the outstanding shares of C&N common stock. As a result, Monument shareholders will collectively exercise less influence over management of C&N than they did with respect to Monument.

The exchange ratio for the conversion of Monument stock into C&N stock will not be adjusted in the event that the price of C&N common stock declines before the merger is completed, except in certain limited circumstances. As a result, the value of the shares of C&N common stock at the time Monument shareholders receive them could be less than the equivalent value (taking into consideration the applicable exchange ratio) of those shares as of the date of this document and on the date of the shareholder meeting.

In the merger, shareholders of Monument will be entitled to exchange each share of Monument stock owned for either 1.0144 shares of C&N common stock or \$28.10 in cash. The exchange ratio is fixed. Thus, the value of the stock portion of the merger consideration will vary with the market value of C&N's common stock. However, if (i) the average price of C&N's common stock, measured over a ten trading day period occurring shortly before the closing date of the merger, drops below \$21.94 per share and (ii) the percent decline in C&N common stock, determined by dividing the ten day average price by \$27.43, shows a decline that is at least 20% greater than the percent decline in the KBW NASDAQ Regional Banking Stock Index Value, determined by dividing the average KBW NASDAQ Regional Stock Index Value for the same ten day period by the KBW NASDAQ Regional Banking Stock Index Value on September 10, 2018 by more than 20%, Monument's board of directors may elect to terminate the merger agreement unless C&N increases the aggregate consideration to an amount that would not permit Monument to terminate. As a result, except in the limited instance just described, the exchange ratio will not be adjusted as a result of any change in the market price of C&N common stock between the date of this document and the date Monument shareholders receive shares of C&N common stock in exchange for their shares. The market price of C&N common stock will likely be different, and may be lower or higher, on the date shareholders receive their shares of C&N common stock than the market price of C&N common stock on the date of this document. Differences in the market price of C&N common stock may be the result of changes in the business, operations or prospects of C&N, market reactions to the proposed merger, regulatory considerations, general market and economic conditions or other factors. If the market price of C&N common stock declines after Monument shareholders vote, the value of the stock portion of the merger consideration shareholders will be receiving will be less than the value of such consideration at the time of the vote unless the adjustment provision described above is triggered, and C&N elects to modify the exchange ratio.

Future issuances of C&N equity securities could dilute shareholder ownership and voting interest.

C&N's articles of incorporation authorize the issuance of up to 20,000,000 shares of common stock and 30,000 shares of preferred stock. Any future issuance of equity securities by C&N may result in

TABLE OF CONTENTS

dilution in the percentage ownership and voting interest of C&N shareholders. Also, any securities C&N issues in the future may be valued differently, and the issuance of equity securities for future services, acquisitions or other corporate actions may have the effect of diluting the value of the shares held by C&N shareholders. As noted under the caption “Comparison of Shareholders’ Rights,” C&N shareholders do not have any preemptive rights to acquire additional shares in the event of future issuances of equity by C&N.

There is no assurance that C&N will continue paying dividends at the current rate.

C&N’s board of directors has adopted a current dividend practice for the payment of a quarterly cash dividend. This practice can be changed at any time at the discretion of C&N’s board of directors, and C&N’s common shareholders will have no contractual or other legal right to dividends. In addition, the other risk factors described in this section could materially reduce the cash available from operations, and these outcomes could cause capital not to be available when needed in an amount sufficient to support C&N’s dividend practice. The amount of dividends that C&N may distribute will also be subject to restrictions under Pennsylvania law and applicable bank regulatory provisions. If C&N’s board of directors were to adopt a change to C&N’s current dividend practice that resulted in a reduction in the amount of dividends, such change could have a material and adverse effect on the market price of C&N’s common stock.

The unaudited pro forma financial data included in this document is preliminary, and C&N’s actual financial position and results of operations after the merger may differ materially from the unaudited pro forma financial data included in this document.

The unaudited pro forma financial data in this document is presented for illustrative purposes only and is not necessarily indicative of what the combined company’s actual financial position or results of operations would have been had the merger been completed on the dates indicated. The pro forma financial data reflect adjustments, which are based upon preliminary estimates, to record identifiable assets acquired and liabilities assumed at fair value and the resulting goodwill recognized. The purchase price allocation reflected in this document is preliminary, and final allocation of the purchase price will be based upon the actual purchase price and the fair value of the assets and liabilities as of the date of the completion of the merger. Accordingly, the final purchase accounting adjustments may differ materially from the pro forma adjustments reflected in this document.

The merger agreement limits Monument’s ability to pursue alternatives to the merger and, in certain circumstances, requires the payment of a termination fee.

The merger agreement contains “no shop” provisions that, subject to specified exceptions, limit Monument’s ability to discuss, facilitate or commit to competing third party proposals to acquire all or a significant part of Monument. In addition, a termination fee is payable by Monument under certain circumstances, generally involving the consummation of an alternative transaction. These provisions might discourage a potential competing acquirer that might have an interest in acquiring all or a significant part of Monument from considering or proposing that acquisition, even if it were prepared to pay consideration with a higher per share value than that proposed in the merger, or might result in a potential competing acquirer proposing to pay a lower per share price to acquire Monument than it might otherwise have proposed to pay. In addition, under specified circumstances, Monument could be required to pay C&N a termination fee in connection with the termination of the merger agreement due to an alternate transaction. See “The Merger Agreement — Termination Fee.”

The merger is subject to the receipt of consents and approvals from governmental and regulatory entities that may impose conditions that could delay or have an adverse effect on C&N.

Before the merger may be completed, various waivers, approvals or consents must be obtained from the FRB, FDIC and PDB. C&N and Monument have agreed to use their reasonable best efforts to complete these filings and obtain these waivers, approvals and consents; however, satisfying any requirements of regulatory agencies may delay the date of completion of the merger or such approval may not be obtained at all. In addition, these governmental entities may impose conditions on the completion of the merger or require changes to the terms of the merger that could have the effect of delaying completion of the merger or imposing additional costs on, or limiting the revenues of, C&N following the merger, any of which might

TABLE OF CONTENTS

have an adverse effect on C&N following the merger. We cannot assure you as to whether these regulatory waivers, approvals and consents will be received, the timing of such or whether any conditions will be imposed. Applications with the PDB and FDIC are currently pending as is an application waiver request with the FRB.

Monument's executive officers and directors have financial interests in the merger that may be different from, or in addition to, the interests of Monument shareholders.

Executive officers of Monument negotiated the terms of the merger agreement. Monument's board of directors approved and adopted the merger agreement and unanimously recommended that Monument shareholders vote to adopt the merger agreement. In considering these facts and the other information contained in this document, you should be aware that Monument's officers and directors have financial interests in the merger that may be different from, or in addition to, the interests of Monument's shareholders. These include:

- Assumption by C&N of the employment agreements between Monument and Christopher Nardo, President and Chief Executive Officer, Michelle Pedersen, Chief Lending Officer, and Benjamin Crowley, Vice President and Retail Banking Director;

- Appointment of Clark S. Frame, currently Chairman of the boards of directors of Monument and Monument Bank, to the C&N and C&N Bank boards of directors;

- Payment of severance equal to one year's salary to certain executive officers of Monument who will not continue employment with C&N after the merger; and

- Payment of "stay bonus" money to employees of Monument, which may include executive officers.

These additional interests of Monument directors and executive officers may create potential conflicts of interest and cause some of these persons to view the proposed transaction differently than a Monument shareholder may view it. Monument's board of directors was aware of these interests and took them into account in its decision to adopt the merger agreement. For information concerning these interests, please see the discussion under the caption "The Merger — Monument's Directors and Executive Officers Have Financial Interests in the Merger."

The shares of C&N common stock to be received by Monument shareholders as a result of the merger will have different rights from the shares of Monument common stock.

Upon completion of the merger, Monument shareholders who receive C&N common stock in the merger will become C&N shareholders. Their rights as shareholders will be governed by Pennsylvania corporate law and the articles of incorporation and bylaws of C&N. The rights associated with Monument common stock are different from the rights associated with C&N common stock.

C&N and Monument believe that the material differences in such rights are as follows:

- C&N's articles of incorporation authorize the issuance of up to twenty million (20,000,000) shares of common stock and Monument is authorized to issue up to ten million (10,000,000) shares of common stock.

- C&N's articles of incorporation authorize the issuance of up to thirty thousand (30,000) shares of preferred stock, \$1,000 par value per share; Monument is authorized to issue up to ten million (10,000,000) shares of preferred stock, \$1.00 par value per share.

- In order to nominate candidates to the board of directors, C&N's shareholders are required to notify the secretary of C&N, in writing, not less than fourteen (14) days nor more than fifty (50) days prior to any meeting of shareholders

called for the election of directors. Monument's corresponding notice provision requires notification to the secretary of Monument, in writing, not less than sixty (60) days prior to the date of any meeting of shareholders called for the election of directors.

TABLE OF CONTENTS

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Amending Articles 8 (number of directors), 9 (classes of directors), 12 (approval of certain entity transactions), 13 (beneficial ownership), 14 (shareholder meeting requirements), 15 (authority to amend bylaws) and 16 (evaluation of offers for certain entity transactions) of C&N's articles of incorporation requires the affirmative vote of holders of at least seventy-five percent (75%) of the common stock of C&N unless at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the members of the board of directors of C&N approve the amendment, in which case, approval by shareholders entitled to cast a majority of the votes that all shareholders are entitled to cast thereon. Amending Articles 7 (cumulative voting), 8 (preemptive rights), 9 (acceptance and rejection of tender or other offer), 10 (approval of certain entity transactions), 11 (authority to amend bylaws), and 12 (authority to amend Articles 7, 8, 9, 10, 11, and 12 of Monument's articles of incorporation), of Monument's articles of incorporation requires the affirmative vote of the holders of at least seventy-five percent (75%) of the outstanding shares of common stock.

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C&N's articles of incorporation require the affirmative vote of the holders of seventy-five percent (75%) of C&N's common stock to approve any merger, consolidation, sale of all or substantially all of C&N's assets, share exchange in which a person or entity acquires C&N's issued and outstanding shares of capital stock pursuant to a vote of shareholders, or any transaction similar to, or having a similar effect to, any of the foregoing, unless such action is approved in advance by the affirmative vote of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the C&N board of directors; in which case the provisions of the Pennsylvania Business Corporation Law will apply as to whether or not shareholder approval is necessary. Monument's articles of incorporation require the affirmative vote of at least seventy-five percent (75%) of Monument's common stock to approve a merger, consolidation, liquidation, dissolution or sale of substantially all of Monument's assets unless at least seventy-five percent (75%) of the members of the board of directors approve the transaction, in which case, approval of the holders of at least of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the outstanding shares is required.

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C&N's bylaws may be amended upon a vote of a majority of the entire board of directors at any meeting of the board, provided ten (10) days notice of the proposed amendment has been given to each member of the board of directors, subject always to the power of the shareholders to make, amend, alter, change or repeal the bylaws of C&N by the affirmative vote of the holders of seventy five percent (75%) of the votes that all shareholders are entitled to cast thereon. Monument's bylaws may be amended by the affirmative vote of the holders of at least a majority of the outstanding shares of its common stock at any regular or special meeting duly convened after notice to the shareholders of that purpose or by a majority vote of the members of its board of directors at any regular or special meeting thereof duly convened after notice to the directors of that purpose, subject always to the power of the shareholders to change such action of the board of directors by the affirmative vote of the holders of a majority of the outstanding shares of common stock.

See the section of this document titled "Comparison of Shareholders' Rights" beginning on page 90 for a complete discussion of the different rights associated with ownership of C&N common stock.

If the merger is not consummated by August 15, 2019, either C&N or Monument may choose not to proceed with the merger.

Either C&N or Monument may terminate the merger agreement if the merger has not been completed by August 15, 2019, unless the failure of the merger to be completed by such date has resulted from the failure of the party seeking to terminate the merger agreement to perform its obligations.

The fairness opinion obtained by Monument from its financial advisor will not reflect changes in circumstances subsequent to the date of the merger agreement.

Monument obtained a fairness opinion from its financial advisor, as of September 27, 2018, to the effect that the merger consideration was fair, from a financial point of view, to Monument's shareholders. Monument is not required to obtain an updated opinion as of the date of this document from its financial advisor. Changes in the operations and prospects of C&N or Monument, general market and economic conditions and other factors that may be beyond the

control of C&N and Monument, and on which either

29

TABLE OF CONTENTS

fairness opinion was based, may alter the value of C&N or Monument or the price of shares of C&N common stock or Monument common stock by the time the merger is completed. The Monument fairness opinion does not speak to the time the merger will be completed or to any date other than the date of such opinion. As a result, the opinion will not address the fairness of the merger consideration, from a financial point of view, at the time the merger is completed. For a description of the opinion that Monument received from its financial advisor, please see “The Merger — Opinion of Monument’s Financial Advisor,” beginning on page 39 of this document.

We may fail to realize all of the anticipated benefits of the merger.

The success of the merger will depend, in part, on our ability to realize the anticipated benefits and cost savings from successfully combining the businesses of C&N and Monument. If we are not able to achieve these objectives, the anticipated benefits and cost savings of the merger may not be realized fully or at all, or may take longer to realize than expected. C&N and Monument have operated and, until the completion of the merger, will continue to operate, independently. It is possible that the integration process could result in the loss of key employees, the disruption of each company’s ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect our ability to maintain relationships with clients, customers, depositors and employees or to achieve the anticipated benefits of the merger. Integration efforts between the two companies will also divert management attention and resources. These integration matters could have an adverse effect on C&N and Monument during the transition period.

If the merger is not completed, C&N and Monument will have each incurred substantial expenses without realizing the expected benefits of the merger.

C&N and Monument have each incurred substantial expenses in connection with the merger described in this document. The completion of the merger depends on the satisfaction of specified conditions and the receipt of regulatory approvals. If the merger is not completed, these expenses would have been expended or would be recognized currently and not capitalized, and C&N and Monument would not have realized the expected benefits of the merger.

The management teams of C&N and Monument may be required to dedicate significant time and effort to the integration of the two companies which could divert their attention from other business concerns.

It is possible that the integration process could result in the diversion of the attention of the management teams of C&N and Monument, the disruption or interruption of, or the loss of momentum in, the ongoing businesses of C&N and Monument or inconsistencies in standards, controls, procedures and policies, any of which could adversely affect C&N’s ability to maintain relationships with its customers and employees or C&N’s ability to achieve the anticipated benefits of the merger, or could reduce the earnings or otherwise adversely affect C&N’s business and financial results. Each of C&N and Monument will be subject to business uncertainties and contractual restrictions while the merger is pending.

Uncertainty about the effect of the merger on employees and customers may have an adverse effect on each of the parties to the merger agreement. These uncertainties may impair C&N’s and/or Monument’s ability to attract, retain and motivate key personnel until the merger is consummated and could cause customers and others that deal with each of C&N and Monument to seek to change existing business relationships with them. Retention of certain Monument employees may be challenging during the pendency of the merger, as certain employees may experience uncertainty about their future roles with C&N. If key employees depart because of issues relating to the uncertainty and difficulty of integration or a desire not to continue with C&N, C&N’s business following the merger could be harmed. In addition, the merger agreement restricts each of C&N and Monument from taking specified actions until the merger occurs without the consent of the other. These restrictions may prevent C&N and Monument from pursuing attractive business opportunities that may arise prior to the completion of the merger. Please see the section entitled “The Merger Agreement — Covenants and Agreements” beginning on page 57 of this document for a description of the restrictive covenants to which C&N and Monument are subject under the merger agreement.

TABLE OF CONTENTS

C&N and Monument expect to incur non-recurring expenses related to the merger.

C&N and Monument are developing a plan to integrate the operations of C&N and Monument after the merger. In connection with that plan, C&N and Monument anticipate that certain non-recurring charges, such as branding, severance and computer system conversion costs, will be incurred in connection with this integration. C&N and Monument cannot identify the timing, nature and amount of all such charges as of the date of this document. However, any such charges could affect the parties' respective results of operations in the period in which such charges are recorded.

Future governmental regulation and legislation, including the Dodd-Frank Act and Basel III, could limit the combined company's future growth.

Following the merger, C&N and its subsidiaries will be subject to extensive state and federal regulation, supervision and legislation that govern almost all aspects of the operations of C&N. These laws may change from time to time and are primarily intended for the protection of consumers, depositors and the deposit insurance fund. Any changes to these laws may negatively affect C&N's ability to expand its services and to increase the value of its business.

Additionally, Basel III is being phased in, and a number of provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the "Dodd-Frank Act," remain to be implemented through the rulemaking process at various regulatory agencies. Certain aspects of the new regulations, including, without limitation, higher minimum capital levels, potentially higher cost of deposit insurance and the costs of compliance with disclosure and reporting requirements that may be issued by the Bureau of Consumer Financial Protection, could have a significant adverse impact on the combined company's business, financial condition and results of operations. Compliance with Basel III and the Dodd-Frank Act may require us to make changes to our business and operations and will likely result in additional costs and a diversion of management's time from other business activities, any of which may adversely impact our results of operations, liquidity or financial condition. While we cannot predict what effect any presently contemplated or future changes in the laws or regulations or their interpretations would have on C&N, these changes could be materially adverse to C&N's shareholders.

Following the consummation of the merger, investors in the combined company will own an institution with different financial and other characteristics than either C&N or Monument on a standalone basis.

Following the consummation of the merger, current shareholders of C&N and Monument will become shareholders in a combined company that will have different financial and other characteristics than either company had on a standalone basis prior to the merger. For example, the merger will result in a combined company with higher dollar amounts of total assets, risk-based assets and non-performing assets, including non-performing loans and other real estate owned, from the amounts currently existing for each of them individually. If we are unable to successfully combine the businesses of C&N and Monument, our future earnings may be adversely affected, which in turn could adversely impact the amount of capital of the combined company. The merger transaction will also initially result in lower amounts of book value per common share and tangible book value per common share for both C&N and Monument shareholders as set forth in the comparative per share data on page 24, and there can be no assurance that any such book value dilution will be earned back through earnings following completion of the merger.

31

TABLE OF CONTENTS

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

This document contains a number of forward looking statements, including statements about the financial conditions, results of operations, earnings outlook and prospects of C&N, Monument and the potential combined company and may include statements for the period following the completion of the merger. Forward looking statements are typically identified by words such as “should,” “likely,” “plan,” “believe,” “expect,” “anticipate,” “intend,” “outlook,” “estimate,” “forecast,” “target,” “project,” “goal” and other similar words and expressions.

The forward-looking statements involve certain risks and uncertainties. The ability of either C&N or Monument to predict results or the actual effects of its plans and strategies, or those of the combined company, is subject to inherent uncertainty. Factors that may cause actual results or earnings to differ materially from such forward looking statements include those set forth on page 26 under “Risk Factors,” the Risk Factors identified in C&N’s Form 10-K Annual Report for the year ended December 31, 2017, and, among others, the following:

- completion of the merger is dependent on, among other things, receipt of shareholder and regulatory approvals, the timing of which cannot be predicted with precision and which may not be received at all;
- the merger may be more expensive to complete than anticipated, including as a result of unexpected factors or events;
- the integration of Monument’s business and operations with those of C&N may take longer than anticipated, may be more costly than anticipated and may have unanticipated adverse results relating to Monument’s or C&N’s existing businesses;
- the anticipated cost savings and other synergies of the merger may take longer to be realized or may not be achieved in their entirety, and attrition in key client, partner and other relationships relating to the merger may be greater than expected;
- the ability to achieve anticipated merger-related operational efficiencies;
- the ability to enhance revenue through increased market penetration, expanded lending capacity and product offerings;
- changes in monetary and fiscal policies of the FRB and the U. S. Government, particularly related to changes in interest rates;
- changes in general economic conditions;
- legislative or regulatory changes;
- downturn in demand for loan, deposit and other financial services in our market area;
- increased competition from other banks and non-bank providers of financial services;

- technological changes and increased technology-related costs; and
- changes in accounting principles, or the application of generally accepted accounting principles.

Because these forward-looking statements are subject to assumptions and uncertainties, actual results may differ materially from those expressed or implied by these forward-looking statements. You are cautioned not to place undue reliance on these statements, which speak only as of the date of this document or the date of any document incorporated by reference in this document.

All subsequent written and oral forward looking statements concerning the merger or other matters addressed in this document and attributable to C&N or Monument or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this document. Except to the extent required by applicable law or regulation, C&N and Monument undertake no obligation to update these forward looking statements to reflect events or circumstances after the date of this document or to reflect the occurrence of unanticipated events.

32

TABLE OF CONTENTS

THE MERGER

Background of the Merger

Monument Bank was organized as a de novo bank in 2007 for the purpose of becoming a locally managed and locally oriented community bank in the local Bucks County, Pennsylvania market with an emphasis on consumer and commercial banking products and services. Monument Bank organized Monument in 2017 as its parent bank holding company as a means by which to more effectively manage Monument Bank's capital position.

In the fall of 2016, the board of directors of Monument Bank adopted a strategic plan for 2017, 2018 and 2019. The emphasis of the strategic plan has been to capitalize on opportunities to grow Monument's core banking business through business lending, increased non-interest income through the sale and generation of residential mortgages, and through a lower cost deposit mix.

With the enactment of the Tax Cuts and Jobs Act in December, 2017, and as share prices in the stock market generally and for financial institution stocks particularly continued to improve, Monument began to consider in January, 2018 whether the opportunities and prospects for Monument to engage in a business combination transaction were becoming more attractive. Directors and executive officers of Monument and their affiliates beneficially owned, in the aggregate, 68.71% of Monument's outstanding shares of common stock. They had held their shares for the ten years since their investments in the initial capitalization of Monument Bank in 2007. There is no public trading market for the shares and no dividends have been paid on the shares except for a nominal one time \$0.25 per share dividend in 2013. In addition, issues regarding succession at the board of directors and among senior management were becoming relevant.

Consequently, in January, 2018, the Chairman and the President and Chief Executive Officer of Monument met with representatives of Boenning & Scattergood, Inc. to begin to discuss the prospects and opportunities in the market for a business combination transaction involving Monument.

In early February, 2018, members of the Monument board of directors, including the Chairman, met informally and further discussed the possibility of Monument exploring the opportunities for a business combination transaction. This led to further discussions in March, 2018, involving the Chairman, the President and Chief Executive Officer, and the Chief Financial Officer of Monument with representatives of the law firm of Stevens & Lee, legal counsel to Monument, and Boenning.

Monument then entered into an engagement letter with Boenning on April 12, 2018. Boenning, together with Monument's management team, prepared a Confidential Information Memorandum ("CIM") to be used to solicit indications of interest and identified seventeen potential transaction partners to solicit.

In June, 2018, Boenning began soliciting interest and making contact with the seventeen identified potential transaction partners. Ten of the potential transaction partners entered into confidentiality agreements, received a CIM and were provided access to an on-line data room for due diligence purposes. Each of the interested parties was given a deadline of July 2, 2018 by which to submit an initial nonbinding written indication of interest.

On July 2, 2018, Boenning informed Monument that it had received initial nonbinding written indications of interest from four prospective transaction partners. On July 13, 2018, the Monument board of directors held a special meeting at which representatives of Boenning presented and reviewed each of the four initial nonbinding written indications of interest and which included a review by a representative of Stevens & Lee of the fiduciary duties of directors under Pennsylvania law in connection with a proposed merger or acquisition transaction.

Two of the prospective transaction partners proposed all stock consideration but indicated a willingness to consider a mix of stock and cash, while the other two prospective transaction partners, one of which was C&N, proposed a mix of stock and cash consideration. The stocks of all four of the prospective transaction partners are quoted on NASDAQ. Following a lengthy discussion, the Monument board of directors decided to invite C&N and a second party to participate in the next steps of the process by conducting due diligence investigations and refining their indications of interest. The ranges of the prices per share proposed by C&N and the second party were materially higher than the prices proposed by the other two parties.

TABLE OF CONTENTS

Following on site due diligence investigations of Monument and meetings with Monument management, C&N submitted a revised written non-binding indication of interest dated August 15, 2018. The second party, however, withdrew its interest in pursuing a transaction with Monument during the course of its due diligence investigation, telling Monument the companies have different philosophical approaches to non-owner occupied real estate loans. The Monument board of directors held a special meeting on August 22, 2018 to consider C&N's revised written indication of interest. Representatives of Boenning made a presentation and representatives of Stevens & Lee again reminded the board of directors of their fiduciary duties under Pennsylvania law in connection with mergers and acquisition transactions. Following a lengthy discussion, the board of directors directed Boenning to engage C&N in further negotiations. As a result, C&N submitted a further revised written non-binding indication of interest dated August 23, 2018, proposing a price per share of \$28.50, a fixed exchange ratio of 1.023 shares of C&N common stock for each share of Monument common stock based upon the average closing price of C&N common stock over the preceding ten trading days, an 80% stock/20% cash consideration mix, and a break-up fee of 4.00% of the amount of the merger consideration, whereupon Monument entered into an exclusivity agreement dated August 23, 2018, with C&N providing for a 45 day period in which to conduct further due diligence and negotiate a definitive merger agreement.

Also on August 23, 2018, senior management of Monument made decisions to take certain loan loss and other real estate owned (OREO) charge offs that, during the negotiation of the definitive merger agreement, led to the reduction of the price per share from \$28.50 per share to \$28.10 per share, and a proportionate reduction in the exchange ratio. For additional information relating to these chargeoffs, see the discussion of Noninterest Expense on page 89 of the Management's Discussion and Analysis of Financial Condition and Results of Operations of Monument Bancorp, Inc. From August 23, 2018 to September 27, 2018, Boenning and Stevens & Lee, in consultation with senior management of Monument, negotiated the terms of the definitive merger agreement and conducted a reverse due diligence investigation of C&N. The reverse due diligence included reviews of, among other things, C&N's investment holdings, product offerings, policies and procedures, pending legal matters and financial information. Ardmore Banking Advisors was engaged by Monument to provide an independent review of C&N's loan portfolio. Senior management of Monument, in consultation with representatives of Boenning, Stevens & Lee and Ardmore Banking Advisors, determined reverse due diligence findings to be satisfactory.

On September 21, 2018, the board of directors of Monument held a special meeting at which representatives of Stevens & Lee reviewed with the board of directors a draft of the proposed definitive merger agreement.

On September 27, 2018, the board of directors of Monument held a special meeting to consider the definitive merger agreement and the reduced price per share of \$28.10 and the 1.0144 share exchange ratio. Representatives of Stevens & Lee again reminded the board of directors of their fiduciary duties under Pennsylvania law in connection with mergers and acquisition transactions and reviewed the changes in the terms and conditions set forth in the definitive merger agreement from the draft reviewed with the board of directors on September 21, 2018. Representatives of Boenning reviewed the financial terms of the proposed transaction with the Monument board of directors and then provided to the board of directors a written fairness opinion stating that the merger consideration provided for in the definitive merger agreement was fair to Monument shareholders from a financial point of view. Following further discussion and consideration of the factors described under "Monument's Reasons for the Merger," the Monument board of directors unanimously approved the merger agreement and recommended that Monument shareholders approve and adopt the merger agreement and the transactions provided for in the agreement.

TABLE OF CONTENTS

Monument's Reasons for the Merger

After careful consideration, the Monument board of directors determined it was in the best interests of Monument for Monument to enter into the merger agreement with C&N.

In the process of making the recommendation to approve the merger with C&N, the Monument board of directors evaluated the merger in consultation with Monument's senior management team as well as Monument's legal and financial advisors. In determining that the proposed merger with C&N is in the best interests of Monument, the Monument's board considered the following factors, which are not necessarily all-inclusive:

- The changing regulatory environment, including, in particular, issuance of additional regulations to implement various provisions of the Dodd-Frank Act, and the expectant material increase in legal and compliance costs to Monument as greater human and technological resources and expertise are required to remain compliant with applicable law and regulations;
- The current relative size of Monument, its growth over its 10 year history and the expected scale that would be necessary going forward for Monument to continue as an independent, high-performing community banking institution in comparison to the benefits of aligning in an acquisition transaction with a larger, high-performing institution;
- The current merger and acquisition market, including the attractive prices being paid by acquirers and the uncertainty that such pricing would continue or that Monument's future earnings would remain at a level sufficient to attract such prices;
- The ability of Monument to attract and retain qualified individuals to replace members of its senior management team and members of its board of directors as individuals serving in such positions retire over the next several years;
- The challenging environment for Monument to grow profitably in its current highly competitive market;
- The substantial and costly investments in information technology required to permit Monument to satisfy regulatory requirements and remain competitive in the marketplace, and the anticipated impact of such investments on Monument's future earnings;
- The process conducted by Monument's management and board of directors, with the assistance of Boenning, to identify potential transaction partners;
- The consideration offered in the transaction, valued at approximately \$42.7 million, which represents a premium to tangible book value multiple of approximately 1.67 times;
- The 80% stock/20% cash consideration mix offered in the merger;
- The fact that Monument shareholders will have the opportunity to receive shares of C&N common stock in the merger on a tax-free basis, which would allow Monument shareholders to participate in the future performance of the

combined company's businesses and synergies resulting from the merger;

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The increased liquidity for Monument shareholders who receive C&N common stock in the transaction;

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The fact that up to 20% of the merger consideration would be composed of cash at \$28.10 per share, thereby permitting Monument shareholders who wish to receive cash to elect an all cash exchange or an exchange comprised of part C&N common stock and part cash, subject to the election, allocation and proration provisions of the merger agreement;

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The opportunity to expand relationships with Monument's existing customer base through the increased lending capacity afforded by the combined institution;

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The anticipated positive impact to Monument's existing customers resulting from C&N having a community banking business model similar to Monument;

TABLE OF CONTENTS

- The proposed board and management arrangements, including C&N's commitment to appoint Monument's Chairman, Clark S. Frame, to the C&N board of directors and to retain Christopher Nardo, President and Chief Executive Officer of Monument as President of C&N's new southeastern Pennsylvania market, Michelle Pederson, Monument's Chief Lending Officer, as C&N's Regional Commercial Lending Manager, and Benjamin Crowley, Monument's Retail Banking Director, as C&N's Regional Retail Banking Manager;

- The anticipated impact on Monument's employees, including the fact that a merger with C&N, which does not currently operate in Monument's market area, will result in fewer reductions in staff as well as better benefits being offered by C&N, and the additional employment opportunities available with a larger organization;

- The likelihood and anticipated time of completion of the merger;

- The understanding that aligning with C&N would provide more robust technology and systems, broader product offerings, more favorable terms with vendors and more sophisticated marketing;

- The mutual understanding that Monument and C&N share similar operating cultures, core values and approaches to servicing their respective markets;

- The Monument board's belief that multiple areas of risk, including regulatory, financial, legal, servicing, and customer retention, could be substantially reduced by combining with a larger institution having access to greater financial and operational resources; and

- The opinion, dated September 27, 2018, of Boenning to the Monument board of directors as to the fairness, from a financial point of view and as of the date of the opinion, to the holders of Monument common stock of the merger consideration in the proposed merger, as more fully described under "Opinion of Monument's Financial Advisor" below.

The Monument board of directors also considered a variety of potential risks associated with the merger, including the following:

- The possibility the merger might not close and the negative impact that could have on Monument's reputation and earnings;

- The risk that potential benefits and synergies sought in the merger may not be realized or may not be realized within the expected time period, and the risks associated with the integration of Monument and C&N;

- The fact that, because the stock consideration in the merger is based upon a fixed exchange ratio of shares of C&N common stock to Monument common stock, Monument shareholders who receive C&N common stock could be adversely affected by a decrease in the trading price of C&N common stock during the pendency of the merger;

The fact that certain provisions of the merger agreement prohibit Monument from soliciting, and limit its ability to respond to, proposals for alternative transactions, and the obligation to pay a termination fee of \$1,726,000 in the event that the merger agreement is terminated in certain circumstances, including if Monument terminates the merger agreement to accept a superior offer;

- The potential for diversion of management and employee attention, and for employee attrition, during the period prior to the completion of the merger and the potential effect on Monument's business and relations with customers, service providers and other stakeholders, whether or not the merger is consummated; and

- The fact that pursuant to the merger agreement, Monument must generally conduct its business in the ordinary course, and Monument is subject to a variety of other restrictions on the conduct of its business prior to the completion of the merger or termination of the merger agreement, which may delay or prevent Monument from undertaking business opportunities that may arise pending completion of the merger.

TABLE OF CONTENTS

Monument’s board of directors realizes there can be no assurance about future results, including results expected or considered in the factors listed above. However, the Monument board concluded the potential positive factors outweighed the potential risks of completing the merger.

During its consideration of the merger, Monument’s board of directors was also aware that some of its directors and executive officers may have interests in the merger that are different from or in addition to those of its shareholders generally, as described under “Directors and Executive Officers Have Financial Interests in the Merger” beginning on page 53.

The foregoing discussion of the factors considered by the Monument board of directors in evaluating the transaction is not intended to be exhaustive, but, rather, includes the material factors considered by the Monument board of directors. In reaching its decision to approve the transaction, the Monument board of directors did not quantify or assign relative weights to the factors considered, and individual directors may have given different weights to different factors. The Monument board of directors evaluated the factors described above and determined that the transaction was in the best interests of Monument. It should be noted that this explanation of the reasoning of Monument’s board of directors and all other information in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed under the heading “Cautionary Statement Regarding Forward-Looking Statements” on page 32.

Recommendation of Monument’s Board of Directors

After careful consideration, Monument’s board of directors determined that the merger is in the best interests of Monument and unanimously approved the merger agreement. Accordingly, Monument’s board of directors unanimously recommends that Monument’s shareholders vote “FOR” adoption of the merger agreement.

C&N’s Reasons for the Merger

In the course of making its decision to approve the proposed transaction with Monument, C&N’s Board of Directors consulted with C&N’s executive management and C&N’s financial and legal advisors. C&N’s Board of Directors considered, among other things, the following factors:

- The acquisition is consistent with C&N’s strategic plan to enter attractive markets through acquisition;
- C&N believes that the transaction presents an opportunity to leverage C&N’s capital and deposits through a presence in a higher growth market, i.e. Bucks County, Pennsylvania;
- The Board’s understanding of the current and prospective environment in which C&N operates, including national, regional and local economic conditions, the competitive environment for financial institutions in Pennsylvania, the increased regulatory burdens on financial institutions and the uncertainties in the regulatory climate going forward, the trend toward mergers in the financial services industry generally and the likely effect of these factors on C&N’s future growth, profitability and strategic options;
- The Board’s view that the size of the institution and related economies of scale, beyond the level it believed could be reached through organic growth within similar timelines, are relevant to profitability and acceptable shareholder returns;
- The Board’s understanding of C&N’s prospects and Monument’s business operations, financial condition, earnings and prospects, including the respective geographic markets in which the companies and their banking subsidiaries operate;
- The Board’s perception that C&N’s operating philosophy as a community oriented financial services company with a strong customer focus is compatible with Monument’s similar operating philosophy;

- The Board's perception regarding the enhanced future prospects of the combined company compared to those C&N was likely to achieve on a stand-alone basis, the compatibility of C&N's

TABLE OF CONTENTS

and Monument's business activities, enhanced management depth in critical departments, opportunities for cost reductions, and anticipated increased revenues resulting from a higher lending limit along with additional product offerings to be made available in Bucks County;

- The Board's review with its legal and financial advisors of the structure of the merger, the financial and other terms of the merger and related documents including the board's assessment of the adequacy of the C&N exchange ratio;

- The expectation that the combination and strategic benefits of the transaction would result in future earnings accretion;

- The observations of C&N's management concerning the operations, financial condition, and prospects of Monument and the expected financial impact of the merger on the combined company;

- The fact that certain provisions of the merger agreement prohibit Monument from soliciting or responding to proposals for alternative transactions and Monument's obligation to pay a termination fee of \$1,726,000 if the merger agreement is terminated due to Monument accepting a superior offer;

- The fact that, pursuant to the merger agreement, Monument must generally conduct its business in the ordinary course and Monument is subject to a variety of other restrictions on the conduct of its business prior to the completion of the merger or termination of the merger agreement; and

- The financial information and analyses presented by C&N's financial advisor to the board of directors.

C&N's Board of Directors also considered the following:

- The fact that new C&N shares to be issued to holders of Monument stock to complete the merger will result in ownership dilution to existing C&N shareholders;

- Because the transaction represents entry into a new geographic market for C&N, C&N will need to retain Monument personnel to maintain leadership and relationships in the market;

- The proposed board and management arrangements, including C&N's commitment to (i) appoint one Monument director to the C&N Board of Directors and to C&N's Bank Board of Directors, (ii) continue to employ selected senior officers of Monument after the merger pursuant to employment agreements;

- The potential challenges associated with obtaining regulatory approvals required to complete the transaction in a timely manner;

- The risk that potential benefits, cost benefits and other synergies sought in the merger may not be realized or may not be realized within the expected time period and the risks associated with the integration of C&N and Monument;

- The risk that certain tax attributes of Monument and C&N may be affected by the transaction; and

- The potential for diversion of management and employee attention and for employee attrition during the period prior to the completion of the merger and the potential effect on C&N's business and relations with customers, service providers and other stakeholders whether or not the merger is consummated.

C&N's Board of Directors realizes that there can be no assurance about future results, including results expected or considered in the factors listed above. The Board of Directors concluded, however, that the potential positive factors outweighed the potential risks of completing the merger.

The foregoing discussion of the information and factors considered by C&N's Board of Directors is not exhaustive, but includes the material factors considered by C&N's Board. In view of the wide variety of factors considered by the C&N Board of Directors in connection with its evaluation of the merger and the complexity of these matters the C&N Board of Directors did not consider it practical to, and did not

38

TABLE OF CONTENTS

attempt to, quantify, rank or otherwise assign relative weights to the specific factors that it considered in reaching its decision. C&N's Board of Directors evaluated the factors described above, including asking questions of C&N's legal and financial advisors. In considering the factors described above, individual members of C&N's Board of Directors may have given different weights to different factors. The C&N Board of Directors relied on the experience and expertise of its legal advisors regarding the structure of the merger and the terms of the merger agreement and on the experience and expertise of its financial advisors for quantitative analysis of the financial terms of the merger. It should also be noted that this explanation of the reasoning of C&N's Board of Directors and all other information presented in this section is forward looking in nature and, therefore, should be read in light of the factors discussed under the heading "Cautionary Statement Regarding Forward Looking Statements" on page 32.

Opinion of Monument's Financial Advisor

Monument engaged Boenning to render financial advisory and investment banking services to Monument, including rendering an opinion to the Monument board of directors as to the fairness, from a financial point of view, to the holders of Monument common shares of the merger consideration to be received in the merger. Monument selected Boenning because Boenning is a nationally recognized investment banking firm with substantial experience in transactions similar to the merger. As part of its investment banking business, Boenning is continually engaged in the valuation of financial services businesses and their securities in connection with mergers and acquisitions and other corporate transactions.

As part of its engagement, representatives of Boenning attended the meeting of the Monument board held on September 27, 2018 at which the Monument board evaluated the proposed merger. At this meeting, Boenning reviewed the financial aspects of the proposed merger and rendered 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 Boenning as set forth in such opinion, the financial consideration to be received in the merger was fair, from a financial point of view, to the holders of Monument common shares. The Monument board adopted the merger agreement at this meeting.

The following description of the Boenning fairness opinion 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 Boenning in preparing the opinion.

Boenning's opinion speaks only as of the date of the opinion. The opinion was for the information of, and was directed to, the Monument 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 financial consideration to be received in the merger by holders of Monument common shares. It did not address the underlying business decision of Monument to engage in the merger or enter into the merger agreement or constitute a recommendation to the Monument board in connection with the merger, and it does not constitute a recommendation to any holder of Monument 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 as to whether or not any such shareholder should enter into a voting, shareholders', affiliates' or other agreement with respect to the merger or exercise any dissenters' or appraisal rights that may be available to such shareholder.

Boenning's opinion was reviewed and approved by Boenning'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 rendering the opinion described above, Boenning reviewed, analyzed and relied upon materials bearing upon the financial and operating condition of Monument and C&N and bearing upon the merger, including, among other things:

- an execution version of the merger agreement, dated as of September 27, 2018;
- the audited financial statements and the Annual Reports on Form 10-K for the three fiscal years ended December 31, 2015, December 31, 2016, and December 31, 2017 of C&N;

TABLE OF CONTENTS

- the unaudited quarterly financial statements and Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2018, and June 30, 2018 for C&N;
- the financial statements and the Annual Reports for the three fiscal years ended December 31, 2015, December 31, 2016, and December 31, 2017 of Monument;
- the quarterly financial statements for the fiscal quarters ended March 31, 2018 and June 30, 2018 of Monument;
- certain publicly available regulatory filings of Monument and C&N and their respective subsidiaries, including (as applicable) quarterly reports on Form FRY-9C and quarterly call reports with respect to each quarter during the three-year period ended December 31, 2017 and the quarters ended March 31, 2018 and June 30, 2018;
- other interim reports and other communications of Monument and C&N to their respective shareholders; and
- other financial information concerning the respective businesses and operations of Monument and C&N furnished to Boenning by Monument and C&N or which Boenning was otherwise directed to use for purposes of its analysis.

Boenning'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 Monument and C&N;
- the assets and liabilities of Monument and C&N;
- the nature and terms of certain other merger transactions and business combinations in the banking industry;
- a comparison of relevant financial and stock market information of Monument and C&N with similar information for certain other companies, the securities of which were publicly traded;
- Management guidance for earnings estimates as well as assumed Monument's long-term growth rates provided to Boenning by Monument management, all of which was discussed with Boenning by Monument management and used and relied upon by Boenning at the direction of such management and with the consent of the Monument board;
- publicly available consensus "street estimates" of C&N published by S&P Global Market Intelligence, as well as assumed C&N long-term growth rates provided to Boenning by C&N management, all of which was discussed with Boenning by Monument management and used and relied upon by Boenning at the direction of such management and with the consent of the Monument board; and
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a pro forma impact analysis performed by Boenning using closing balance sheet estimates as of March 31, 2019 for C&N and Monument based on assumed long-term earnings growth for Monument provided by Monument's management of \$3.2 million for 2018 and \$3.4 million for 2019 and 5% earnings growth thereafter, cost savings estimates of 20% of Monument's LTM non-interest expense, and EPS consensus "street estimates" for C&N for fiscal 2018 and 2019.

Boenning 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. Boenning also participated in discussions that were held by managements of Monument and C&N regarding the past and current business operations, regulatory relations, financial condition and future prospects of each of their respective companies and such other matters as Boenning deemed relevant to its inquiry.

In conducting its review and arriving at its opinion, Boenning 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 did not independently verify the accuracy or completeness of any such information or assume

40

TABLE OF CONTENTS

any responsibility or liability for such verification, accuracy or completeness. Boenning relied upon the management of Monument as to the reasonableness and achievability of the publicly available consensus “street estimates” of C&N (and the assumed long-term growth rates of Monument and C&N) referred to above that were provided to or otherwise discussed with Boenning by Monument management, and that in each case Boenning was directed by such management to use. Boenning further relied upon Monument management as to the reasonableness and achievability of the estimates regarding relevant pro forma financial effects of the merger on C&N (including, without limitation, the cost savings and related expenses expected to result or be derived from the merger) referred to above. Boenning assumed, at the direction of Monument, that all of the foregoing information was reasonably prepared on bases reflecting, (and with respect to the C&N publicly available “street estimates” referred to above that such estimates were consistent with), the best currently available estimates and judgments of Monument management, and that the estimates reflected in such information would be realized in the amounts and in the time periods estimated.

Accordingly, with the consent of Monument, in rendering its opinion, Boenning’s reliance upon Monument management as to the reasonableness and achievability of such information included reliance upon the judgments and assessments of Monument and Monument management with respect to such differences.

It is understood that the estimates regarding pro forma financial effects of the merger on Monument provided to Boenning were not prepared with the expectation of public disclosure and that such information, together with the publicly available consensus “street estimates” referred to above that Boenning was directed to use, was 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. Boenning assumed, based on discussions with the respective managements of Monument and C&N and with the consent of the Monument board of directors, that all such information provided a reasonable basis upon which Boenning could form its opinion and Boenning expressed no view as to any such information or the assumptions or bases therefor. Boenning 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.

Boenning also assumed that there were no material changes in the assets, liabilities, financial condition, results of operations, business or prospects of either Monument or C&N since the date of the last financial statements of each such entity that were made available to Boenning and that Boenning was directed to use. Boenning is not an expert in the independent verification of the adequacy of allowances for loan and lease losses and Boenning assumed, without independent verification and with Monument’s consent, that the aggregate allowances for loan and lease losses for each of Monument and C&N are adequate to cover such losses. In rendering its opinion, Boenning did not make or obtain any evaluations or appraisals or physical inspection of the property, assets or liabilities (contingent or otherwise) of Monument or C&N, the collateral securing any of such assets or liabilities, or the collectability of any such assets, nor did Boenning examine any individual loan or credit files, nor did it evaluate the solvency, financial capability or fair value of Monument or C&N 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, Boenning assumed no responsibility or liability for their accuracy.

Boenning assumed, in all respects material to its analyses:

- that the merger would be completed substantially in accordance with the terms set forth in the merger agreement (the final terms of which Boenning assumed would not differ in any respect material to its analyses from the execution version of the merger agreement that had been reviewed) with no adjustments to the financial consideration to be received and with no other consideration or payments in respect of the Monument common stock;

- that any related transactions (including the bank merger) would be completed as contemplated by the merger agreement or as otherwise described to Boenning by representatives of Monument;

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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;

TABLE OF CONTENTS

- each party to the merger agreement or any of the related documents would perform all of the covenants and agreements required to be performed by such party under such documents;

- that there are no factors that would delay or subject to any adverse conditions, any necessary regulatory or governmental approval for the merger and any related transaction (including the bank merger) and that all conditions to the completion of the merger and any related transaction (including the bank merger) would be satisfied without any waivers or modifications to the merger agreement or any of the related documents; and

- in the course of obtaining the necessary regulatory, contractual, or other consents or approvals for the merger and any related transactions (including the bank merger), 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 Monument, C&N 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.

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

Boenning's opinion addressed only the fairness, from a financial point of view, as of the date of such opinion, of the financial consideration to be received in the merger by Monument. Boenning 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 bank merger) including without limitation, the form or structure of the merger or any related transaction, any consequences of the merger to Monument, its shareholders, creditors or otherwise, or any terms, aspects, merits or implications of any employment, retention, consulting, voting, support, cooperation, shareholder or other agreements, arrangements or understandings contemplated or entered into in connection with the merger, any related transaction, or otherwise. Boenning'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 Boenning through such date. Developments subsequent to the date of Boenning's opinion may have affected, and may affect, the conclusion reached in Boenning's opinion, and Boenning did not and does not have an obligation to update, revise or reaffirm its opinion. Boenning's opinion did not address, and Boenning expressed no view or opinion with respect to:

- the underlying business decision of Monument 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 Monument or the holders of Monument common shares;

- the fairness of the amount or nature of any compensation to any of Monument's officers, directors or employees, or any class of such persons, relative to the compensation to the holders of Monument common shares;

- 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 Monument (other than the holders of Monument common shares, solely with respect to the

merger consideration as described in Boenning'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 C&N or any other party to any transaction contemplated by the merger agreement;

•

whether C&N 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 Monument common shares at the closing of the merger;

TABLE OF CONTENTS

- any potential adjustment (as provided in the merger agreement) to the merger consideration;
- the actual value of C&N common stock to be issued in the merger;
- the prices, trading range or volume at which C&N 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 Monument, C&N, any of their respective shareholders, or relating to or arising out of or as a consequence of the merger or any other 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.

In performing its analyses, Boenning made numerous assumptions with respect to industry performance, general business, economic, market and financial conditions and other matters, which are beyond the control of Boenning, Monument and C&N. Any estimates contained in the analyses performed by Boenning 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 Boenning opinion was among several factors taken into consideration by the Monument 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 Monument board with respect to the fairness of the financial consideration to be paid. The type and amount of consideration payable in the merger were determined through negotiation between Monument and C&N, and the decision to enter into the merger agreement was solely that of the Monument board.

The following is a summary of the material financial analyses presented by Boenning to the Monument 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 Boenning to the Monument 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, Boenning 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, Boenning 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, Boenning utilized an implied transaction value for the proposed merger of \$43.5 million, or \$27.25 per outstanding share of Monument common stock, consisting of the sum of (i) the implied value of the stock consideration based on the closing price of C&N common stock on September 24,

2018, and (ii) the cash consideration.

In addition to the financial analyses described below, Boenning reviewed with the Monument board for informational purposes, among other things, the following implied transaction multiples based on the implied transaction value for the proposed merger of \$27.25 per outstanding share of C&N common stock:

(i)

166.9% of Monument's book value;

(ii)

166.9% of Monument's tangible book value;

(iii)

20.3x Monument's LTM core earnings per share ("EPS"); and

43

TABLE OF CONTENTS

(iv)
8.3% core deposit premium defined as the premium paid to Tangible Book Value divided by Monument's core deposits.

Monument Selected Companies Analysis. Using publicly available information, Boenning compared the financial performance, financial condition and market performance of Monument to 16 banks and bank holding companies with (i) total assets between \$250 million and \$500 million with a median of \$411 million, (ii) a return on average of equity for the most recent available completed quarter ("MRQ") annualized greater than 8% and (iii) excluding companies that are in the process of being acquired (referred to as the "Monument selected companies").

The selected companies were as follows:

Capital Bank of New Jersey	Commercial National Financial Corporation
New Tripoli Bancorp, Inc.	Susquehanna Community Financial Corporation
York Traditions Bank	Woodlands Financial Services Company
Mifflinburg Bancorp, Inc.	MNB Corporation
PSB Holding Corporation	Peoples Limited
Frederick County Bancorp, Inc.	VSB Bancorp, Inc.
Hamlin Bank and Trust Company	NMB Financial Corporation
Farmers and Merchants Bancshares, Inc.	Shore Community Bank

To perform this analysis, Boenning used profitability data and other financial information as of, or for the MRQ ended, June 30, 2018 or March 31, 2018 and market price information as of September 24, 2018. Certain financial data prepared by Boenning, as referenced in the tables presented below, may not correspond to the data presented in Monument's historical financial statements, as a result of the different periods, assumptions and methods used by Boenning to compute the financial data presented.

Boenning's analysis showed the following concerning the financial condition and performance of Monument and the Monument selected companies for the MRQ:

	Monument	Monument Selected Companies			
		Low	Average	Median	High
Tangible Common Equity/Tangible Assets (%)	7.5	7.8	10.5	10.0	20.7
Non-Performing Assets (NPAs)/Assets (%)	0.87	0.08	0.68	0.73	1.24
MRQ Core Return on Average Assets (%) ⁽¹⁾	0.92	0.57	1.14	1.09	1.86
MRQ Core Return on Average Equity (%) ⁽¹⁾	9.64	6.28	10.87	10.84	16.90
MRQ Efficiency Ratio (%)	65.1	53.7	63.6	64.4	74.3

(1)
Core income excludes extraordinary items, nonrecurring revenues/expenses, gain/loss on sale of securities and amortization of intangibles.

In addition, Boenning's analysis showed the following concerning the market performance of the Monument selected companies:

	Monument Selected Companies			
	Low	Average	Median	High
Dividend Yield (%)	1.01	2.77	2.76	4.42
Stock Price/Tangible Book Value per Share (%)	93.9	128.1	126.1	167.3
Stock Price/LTM EPS (x)	6.7	12.6	12.5	17.9

None of the Monument selected companies used as a comparison in the above analyses is identical to Monument. 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.

44

TABLE OF CONTENTS

In addition, Boenning's analysis compared deal multiples to the pricing multiples for the Monument selected companies. To account for an equity control premium, Boenning applied a 28.4% premium based on the median 1-day stock price premium for all bank and thrift M&A deals since January 1, 2017.

	CZNC/Monument	Monument Selected Companies		
		10th Percentile	Median	90th Percentile
Price to Tangible Book Value (%)	166.9	146.2	161.9	202.0
Price to LTM Core Earnings (x)	20.3	12.7	16.1	22.8
Core Deposit Premium (%)	8.3	1.3	4.6	10.7
Price to Assets (%)	12.5	11.9	15.9	21.9
Price to Deposits (%)	19.5	14.6	20.0	30.0

Boenning used publicly available information to perform a similar analysis for C&N by comparing selected financial information for C&N with a group of financial institutions selected by Boenning, referred to as the "C&N Peer Group." The C&N Peer Group included 20 publicly traded banks and thrifts headquartered in Pennsylvania with total assets between \$900 million and \$1.7 billion, excluding merger targets and mutual holding companies. The C&N Peer Group consisted of the following companies:

Orrstown Financial Services, Inc.	Riverview Financial Corporation
ACNB Corporation	Norwood Financial Corp.
Penns Woods Bancorp, Inc.	DNB Financial Corporation
Mid Penn Bancorp, Inc.	Embassy Bancorp, Inc.
Citizens Financial Services, Inc.	Malvern Bancorp, Inc.
FNCB Bancorp, Inc.	ENB Financial Corp
CB Financial Services, Inc.	1st Summit Bancorp of Johnstown, Inc.
Somerset Trust Holding Company	First Keystone Corporation
AmeriServ Financial, Inc.	Standard AVB Financial Corp.
QNB Corp.	FNB Bancorp, Inc.

To perform this analysis, Boenning used profitability data and other financial information as of, or for the MRQ ended, June 30, 2018 or March 31, 2018 and market price information as of September 24, 2018. Certain financial data prepared by Boenning, as referenced in the tables presented below, may not correspond to the data presented in Monument's historical financial statements as a result of the different periods, assumptions and methods used by Boenning to compute the financial data presented.

Boenning's analysis showed the following concerning the financial condition and performance of C&N and the C&N Peer Group for the MRQ:

	C&N	C&N Peer Group			
		Low	Average	Median	High
Tangible Common Equity/Tangible Assets (%)	13.9	7.0	8.5	8.3	11.1
Non-Performing Assets (NPAs)/Assets (%)	1.16	0.10	0.78	0.66	1.97
MRQ Core Return on Average Assets (%) ⁽¹⁾	1.64	0.60	0.97	0.96	1.39
MRQ Core Return on Average Equity (%) ⁽¹⁾	11.21	6.47	10.37	10.57	14.23
MRQ Efficiency Ratio (%)	59.6	53.8	66.3	64.9	82.2

(1)

Core income excludes extraordinary items, nonrecurring revenues/expenses, gain/loss on sale of securities and amortization of intangibles.

TABLE OF CONTENTS

In addition, Boenning's analysis showed the following concerning the market performance of the C&N Peer Group:

	C&N Peer Group				
	C&N	Low	Average	Median	High
Dividend Yield (%)	4.05	0.00	2.26	2.41	4.31
Stock Price/Tangible Book Value per Share (%)	184.9	92.4	159.4	158.4	235.4
Stock Price/LTM EPS (x)	19.6	12.0	18.5	18.3	25.0
Stock Price/2018 EPS (x)(1)	16.3	12.1	15.8	14.5	19.6
Stock Price/2019 EPS (x)(1)	15.6	11.8	13.0	13.6	13.6

(1)

Based on consensus analyst estimates.

Select Transactions Analysis. Boenning reviewed publicly available information related to 3 sets of selected U.S. bank transactions:

1.

33 selected national bank and thrift transactions (referred to as the National group) announced since January 1, 2018, with target assets between \$200 million and \$500 million with a median of \$336 million;

2.

8 selected Mid Atlantic bank and thrift transactions (referred to as the Regional group) announced since January 1, 2017 with target assets between \$200 million and \$500 million with a median of \$287 million; and

3.

11 selected national bank and thrift transactions (referred to as the Performance group) announced since 2016 with (i) target assets between \$200 million and \$500 million with a median of \$296 million, (ii) a tangible common equity to tangible assets ratio between 6.5% – 9.5%, and (iii) a return on average equity ratio of between 7.0% – 11.0%.

All three sets of transactions exclude investor recapitalization transactions and transactions without disclosed deal values.

National group

Acquirer Company	Company Acquired	Date Announced
Lakeland Bancorp, Inc.	Highlands Bancorp, Inc.	8/23/2018
Farmers & Merchants Bancorp, Inc.	Limberlost Bancshares, Inc.	8/20/2018
Hometown Financial Group MHC	Pilgrim Bancshares, Inc.	7/25/2018
First Bancshares, Inc.	FMB Banking Corporation	7/24/2018
Spirit of Texas Bancshares, Inc.	Comanche National Corporation	7/19/2018
FS Bancorp, Inc.	Anchor Bancorp	7/17/2018
PeoplesBancorp, MHC	First Suffield Financial, Inc.	7/17/2018
City Holding Company	Poage Bankshares, Inc.	7/11/2018
SmartFinancial, Inc.	Foothills Bancorp, Inc.	6/27/2018
First Citizens BancShares, Inc.	Capital Commerce Bancorp, Inc.	6/27/2018
Citizens Community Bancorp, Inc.	United Bank	6/21/2018
SB One Bancorp	Enterprise Bank N.J.	6/20/2018
First Mid-Illinois Bancshares, Inc.	SCB Bancorp, Inc.	6/12/2018

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Southern Missouri Bancorp, Inc.	Gideon Bancshares Company	6/12/2018
CapStar Financial Holdings, Inc.	Athens Bancshares Corporation	6/11/2018
First Midwest Bancorp, Inc.	Northern States Financial Corporation	6/7/2018
Business First Bancshares, Inc.	Richland State Bancorp, Inc.	6/4/2018
Independent Bank Corp.	MNB Bancorp	5/29/2018
Hanmi Financial Corporation	SWNB Bancorp, Inc.	5/21/2018
Wintrust Financial Corporation	Chicago Shore Corporation	5/2/2018
Capitol Federal Financial, Inc.	Capital City Bancshares, Inc.	4/30/2018

46

TABLE OF CONTENTS

National group

Acquirer Company	Company Acquired	Date Announced
First Paragould Bankshares, Inc.	One Bank & Trust, National Association	4/23/2018
National Commerce Corporation	Premier Community Bank of Florida	3/20/2018
Heritage Financial Corporation	Premier Commercial Bancorp	3/8/2018
RCB Holding Company, Inc.	Central Bank and Trust Co.	3/6/2018
Bank of Southern California, National Association	Americas United Bank	2/22/2018
Hilltop Holdings Inc.	Bank of River Oaks	2/13/2018
Private investors	Brickell Bank	1/29/2018
Guaranty Bancshares, Inc.	Westbound Bank	1/29/2018
CNB Bank Shares, Inc.	Jacksonville Bancorp, Inc.	1/18/2018
Mackinac Financial Corporation	First Federal of Northern Michigan Bancorp, Inc.	1/16/2018
Heritage Commerce Corp	United American Bank	1/11/2018
First Commonwealth Financial Corporation	Garfield Acquisition Corp	1/10/2018

Regional group

Acquirer Company	Company Acquired	Date Announced
Lakeland Bancorp, Inc.	Highlands Bancorp, Inc.	8/23/2018
SB One Bancorp	Enterprise Bank N.J.	6/20/2018
Community Financial Corporation	County First Bank	7/31/2017
BCB Bancorp, Inc.	IA Bancorp, Inc.	6/7/2017
Riverview Financial Corporation	CBT Financial Corporation	4/20/2017
Sussex Bancorp	Community Bank of Bergen County, NJ	4/11/2017
Mid Penn Bancorp, Inc.	Scottsdale Bank & Trust Company	3/29/2017
Old Line Bancshares, Inc.	DCB Bancshares, Inc.	2/1/2017

Performance group

Acquirer Company	Company Acquired	Date Announced
Capitol Federal Financial, Inc.	Capital City Bancshares, Inc.	4/30/2018
Independent Bank Corporation	TCSB Bancorp, Inc.	12/4/2017
Peoples Bancorp Inc.	ASB Financial Corp.	10/24/2017
Veritex Holdings, Inc.	Liberty Bancshares, Inc.	8/1/2017
Triumph Bancorp, Inc.	Valley Bancorp, Inc.	7/26/2017
FSB LLC	First Southern Bancshares, Inc.	6/27/2017
Piedmont Bancorp, Inc.	Mountain Valley Bancshares, Inc.	3/17/2017
HCBF Holding Company, Inc.	Jefferson Bankshares, Inc.	1/20/2017
ACNB Corporation	New Windsor Bancorp, Inc.	11/22/2016
Arbor Bancorp, Inc.	Birmingham Bloomfield Bancshares, Inc.	7/20/2016
County Bank Corp	Capac Bancorp, Inc.	2/18/2016

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For each selected transaction, Boenning 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 common share of the acquired company;
- Price per common share to LTM core earnings (excludes extraordinary items, nonrecurring revenues/expenses, gain/loss on sale of securities and amortization of intangibles);
- Core deposit premium;
- Price per common share to total assets per share;

TABLE OF CONTENTS

- Price per common share to deposits per share; and

- Tangible Book Value (“TBV”) multiple of the acquirer to deal TBV multiple.

The above transaction statistics for the selected transactions were compared with the corresponding transaction statistics for the proposed merger based on the implied transaction value for the proposed merger of \$43.5 million and using preliminary historical financial information for Monument as of or for the 12 months ended June 30, 2018 provided by Monument’s management.

The results of the analysis are set forth in the following tables:

National group

	CZNC/ Monument Merger	10th Percentile	Median	90th percentile
Deal Value to Tangible Book Value (%)	166.9	114.7	165.8	211.7
Deal Value to LTM Core Earnings (%)	20.3	14.7	22.6	35.3
Core Deposit Premium (%)	8.3	2.6	10.5	18.4
Deal Value to Assets (%)	12.5	9.7	17.0	23.4
Deal Value to Deposits (%)	19.5	12.0	20.9	25.8
TBV Multiple Buyer/Deal (x)	1.09	0.84	1.09	1.61

Regional group

	CZNC/ Monument Merger	10th Percentile	Median	90th percentile
Deal Value to Tangible Book Value (%)	166.9	138.4	164.7	194.2
Deal Value to LTM Core Earnings (%)	20.3	12.9	20.0	25.8
Core Deposit Premium (%)	8.3	4.1	6.8	11.7
Deal Value to Assets (%)	12.5	8.7	12.2	13.9
Deal Value to Deposits (%)	19.5	10.0	13.4	16.3
TBV Multiple Buyer/Deal (x)	1.09	0.88	1.00	1.19

Performance group

	CZNC/ Monument Merger	10th Percentile	Median	90th percentile
Deal Value to Tangible Book Value (%)	166.9	116.9	147.1	159.8
Deal Value to LTM Core Earnings (%)	20.3	19.1	26.1	29.1
Core Deposit Premium (%)	8.3	2.0	6.3	10.5
Deal Value to Assets (%)	12.5	8.6	13.1	20.7
Deal Value to Deposits (%)	19.5	10.0	14.7	22.5
TBV Multiple Buyer/Deal (x)	1.09	0.63	1.29	1.39

No company or transaction used as a comparison in the above selected transactions analysis is identical to Monument 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.

Monument Net Present Value Analysis. Boenning performed an analysis that estimated the net present value per share of Monument common stock, assuming Monument performed in accordance with the management provided estimates for the years ended December 31, 2018 and December 31, 2019 and dividend and long-term annual earnings per share growth rate assumptions for Monument for the years ending December 31, 2020 through December 31, 2023. To approximate the terminal value of a share of Monument common stock at December 31, 2023, Boenning applied price to 2023 earnings multiples

48

TABLE OF CONTENTS

ranging from 11.5x to 13.5x with a midpoint of 12.5x and price to December 31, 2023 tangible book value ratios ranging from 1.16x to 1.36x with a midpoint of 1.26x. The terminal values were then discounted to present values using a discount rate of 13.0%, which was determined using the average of the Capital Asset Pricing Model, Build-Up Method, and comparable company returns on tangible common equity. The following tables illustrate an implied valuation range based on EPS growth and Terminal multiples.

Illustrative Net Present Value Sensitivity to Earnings Growth and EPS Multiple

2023 Earnings Per Share Multiples

Growth Rate	11.5x	12.0x	12.5x	13.0x	13.5x
5.0%	\$ 16.58	\$ 17.30	\$ 18.03	\$ 18.75	\$ 19.47
7.5%	18.22	19.01	19.80	20.60	21.39
10.0%	19.98	20.84	21.71	22.58	23.45
12.5%	21.85	22.80	23.75	24.70	25.66
15.0%	23.86	24.90	25.94	26.98	28.01

Illustrative Net Present Value Sensitivity to Earnings Growth and Tangible Book Multiple

2023 Tangible Book Multiples

Growth Rate	1.16x	1.21x	1.26x	1.31x	1.36x
5.0%	\$ 18.09	\$ 18.87	\$ 19.65	\$ 20.43	\$ 21.21
7.5%	18.48	19.28	20.07	20.87	21.67
10.0%	18.89	19.70	20.52	21.33	22.14
12.5%	19.32	20.15	20.98	21.81	22.65
15.0%	19.77	20.62	21.47	22.32	23.17

Pro Forma Financial Impact Analysis. Boenning performed a pro forma financial impact analysis using closing balance sheet estimates as of March 31, 2019 for C&N and Monument based upon estimates provided by Monument's management, EPS consensus "street estimates" for C&N for fiscal 2018 and 2019, assumed long-term earnings growth rates provided by Monument's management, and cost savings estimates expected to result from the merger, provided by Monument's management. This analysis indicated that the merger could be accretive to C&N's 2019 and 2020 estimated EPS. Furthermore, the analysis indicated that, pro forma for the merger, C&N's tangible common equity to tangible assets ratio, leverage ratio, common equity Tier 1 ratio, Tier 1 risk-based capital ratio, and total risk-based capital ratio at closing could be above well capitalized levels. For all of the above analysis, the actual results achieved by C&N following the merger may vary from the pro forma results, and the variations may be material.

Miscellaneous. Boenning acted as financial advisor to Monument 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, Boenning 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, Boenning has experience in, and knowledge of, the valuation of banking enterprises. In the ordinary course of its and their broker-dealer businesses, and further to certain existing sales and trading relationships between Monument and certain Boenning affiliates, Boenning and its affiliates may from time to time purchase securities from, and sell securities to, Monument and C&N, and as a market maker in securities, Boenning and its affiliates may from time to time have a long or short position in, and buy or sell, debt or equity securities of Monument or C&N for its and their own accounts and for the accounts of its and their respective customers and clients. Boenning employees and employees of Boenning affiliates may also from time to time maintain individual positions in Monument common stock and C&N common stock, which positions currently include an individual position in shares of Monument common stock held by a senior member of the Boenning advisory team providing services to Monument in connection with the proposed merger.

TABLE OF CONTENTS

Pursuant to the Boenning engagement agreement, Monument agreed to pay Boenning a non-refundable cash fee equal to 1.25% of the aggregate merger consideration, \$20,000 of which became payable upon retention of Boenning, \$60,000 of which became payable concurrently with the rendering of Boenning’s opinion, and the balance of which is contingent upon the consummation of the merger. Boenning’s fee for rendering the fairness opinion was not contingent upon Boenning reaching any particular conclusion. Monument also agreed to reimburse Boenning for reasonable out-of-pocket expenses and disbursements incurred in connection with its engagement and to indemnify Boenning against certain liabilities relating to or arising out of Boenning’s engagement or Boenning’s role in connection therewith.

Boenning was engaged by C&N in April 2018 to provide financial advisory services. The engagement was completed in April 2018 and Boenning received a customary fee as well as the reimbursement of certain out-of-pocket expenses for such services. Boenning has otherwise not had any other material relationship with C&N during the past two years in which compensation was received or was intended to be received. Boenning was engaged in October 2016 by Monument to serve as placement agent for a private placement of subordinated debt. The offering ultimately closed in March 2017 and Boenning was paid a commission and the reimbursement of certain out-of-pocket expenses for its services. Boenning has otherwise provided no investment banking services to Monument during the past two years in which compensation was received or was intended to be received. Boenning may provide services to C&N in the future (and/or to Monument if the Proposed Merger is not consummated), although as of the date of this opinion, there is no agreement to do so nor any mutual understanding that such services are contemplated.

Board of Directors and Management of C&N and C&N Bank Following Completion of the Merger

Following the merger, the C&N and C&N Bank boards of directors will consist of the current directors of each plus Clark S. Frame, currently Chairman of the boards of directors of Monument and Monument Bank. The executive officers of C&N will be the existing executive officers of C&N, and the executive officers of C&N Bank will be the current officers of C&N Bank.

Biographical information about C&N’s current officers and directors is located in its definitive proxy statement, filed with the SEC on March 9, 2018, under the heading “Proposal 1 — Election of Directors.” Biographical information about Clark S. Frame, the Monument director to be appointed to the boards of directors of C&N and C&N Bank, is located under the heading “Information about Monument Bancorp, Inc.” beginning on page 81.

Monument Shareholders Have Dissenters’ Rights in the Merger

General

Monument shareholders have the right under Pennsylvania law to dissent from the merger agreement and obtain the “fair value” of their shares in cash as determined by an appraisal process in accordance with the procedures under Subchapter D of Chapter 15 of the PBCL. Following is a summary of the rights of dissenting shareholders. The summary is qualified in its entirety by reference to Annex C, which sets forth the applicable dissenters’ rights provisions of Pennsylvania law. If you are considering exercising your dissenters’ rights, you should read carefully the summary below and the full text of the law set forth in Annex C.

In the discussion of dissenters’ rights, the term “fair value” means the value of a share of Monument common stock immediately before the day of the effective date of the merger, taking into account all relevant factors, but excluding any appreciation or depreciation in anticipation of the merger. Before the effective date of the merger, Monument shareholders should send any written notice or demand required in order to exercise dissenters’ rights to Monument Bancorp, Inc., 465 North Main Street, Doylestown, Pennsylvania 18901 (Attn: Secretary).

After the effective date of the merger, all dissenters should send any correspondence to Citizens & Northern Corporation, 90-92 Main Street, P.O. Box 58, Wellsboro, PA 16901 (Attn: CEO).

TABLE OF CONTENTS

Notice of Intention to Dissent

If you wish to dissent from the merger, you must do the following:

- Prior to the vote on the merger agreement at the Monument special meeting, file with Monument a written notice of your intention to demand payment of the fair value of your shares of common stock if the merger is completed;
- Make no change in your beneficial ownership of the common stock with respect to which you are dissenting from the date you give notice of your intention to demand fair value of your shares through the day of the merger; and
- Not vote your shares of common stock with respect to which you are dissenting in favor of adoption of the merger agreement at the special meeting.

Simply voting against the proposed merger, whether in person or by proxy, will not constitute notice of your intention to dissent. Further, if you submit a proxy, but do not indicate how you wish to vote, your shares will be voted in favor of the adoption and approval of the merger, and your right to dissent will be lost.

Notice to Demand Payment

If the merger is adopted by the required vote of Monument shareholders, Monument will mail a notice to all those dissenting shareholders who gave due notice of their intention to demand payment of the fair value of their shares and who did not vote to adopt the merger agreement. The notice will state where and when dissenting shareholders must deliver a written demand for payment and where such dissenting shareholder must deposit certificates for the shares of common stock for which they dissented in order to obtain payment. The notice will include a form for demanding payment and a copy of the relevant provisions of Pennsylvania law. The time set for receipt of the demand for payment and deposit of stock certificates will be not less than 30 days from the date of mailing of the notice.

Failure to Comply with Required Steps to Dissent

You must take each step in the indicated order and in strict compliance with Pennsylvania law in order to maintain your dissenters' rights. If you fail to follow these steps, you will lose the right to dissent, and you will receive the same merger consideration as shareholders who do not dissent.

Payment of Fair Value of Shares

Promptly after the effective date of the merger, or upon timely receipt of demand for payment if the closing of the merger has already taken place, C&N will send each dissenting shareholder who has deposited his, her or its stock certificates, the amount that C&N estimates to be the fair value of the common stock held by such dissenting shareholder. The remittance or notice will be accompanied by:

- A closing balance sheet and statement of income of Monument for the fiscal year ending not more than 16 months before the date of remittance or notice, together with the latest available interim financial statements;
- A statement of C&N's estimate of the fair value of Monument's common shares; and
- A notice of the right of the dissenting shareholder to demand supplemental payment, accompanied by a copy of the relevant provisions of Pennsylvania law.

Estimate by Dissenting Shareholder of Fair Value of Shares

If a dissenting shareholder believes that the amount stated or remitted by C&N is less than the fair value of their common stock, the dissenting shareholder must send its estimate of the fair value (deemed a demand for the deficiency) of such common stock to C&N within 30 days after C&N mails its remittance. If the dissenting shareholder does not file its estimated fair value within 30 days after the mailing by C&N of its remittance, the

dissenting shareholder will be entitled to no more than the amount remitted by C&N.

51

TABLE OF CONTENTS

Valuation Proceedings

If any demands for payment remain unsettled within 60 days after the latest to occur of:

-
- The effective date of the merger;
-
- Timely receipt by Monument of any demands for payment; or
-
- Timely receipt by C&N of any estimates by dissenters of the fair value,

then, C&N may file an application in the Court of Common Pleas requesting that the court determine the fair value of the common stock. If this happens, all dissenting shareholders whose demands have not been settled, no matter where they reside, will become parties to the proceeding. In addition, a copy of the application will be delivered to each dissenting shareholder.

If C&N were to fail to file the application, then any dissenting shareholder, on behalf of all dissenting shareholders who have made a demand and who have not settled their claim against C&N, may file an application in the name of C&N at any time within the 30-day period after the expiration of the 60-day period and request that the Court of Common Pleas determine the fair value of the shares. The fair value determined by the Court of Common Pleas may, but need not, equal the dissenting shareholders' estimates of fair value. If no dissenter files an application, then each dissenting shareholder entitled to do so shall be paid no more than C&N's estimate of the fair value of their common stock, and may bring an action to recover any amount not previously remitted, plus interest at a rate the Court of Common Pleas finds fair and equitable.

C&N intends to negotiate in good faith with any dissenting shareholder. If, after negotiation, a claim cannot be settled, then C&N will file an application requesting that the fair value of the Monument common stock, as the case may be, be determined by the Court of Common Pleas.

Cost and Expenses

The costs and expenses of any valuation proceedings performed by the Court of Common Pleas, including the reasonable compensation and expenses of any appraiser appointed by such court to recommend a decision on the issue of fair value, will be determined by such court and assessed against C&N, except that any part of the costs and expenses may be apportioned and assessed by such court against any or all of the dissenting shareholders who are parties and whose action in demanding supplemental payment is dilatory, obdurate, arbitrary, vexatious or in bad faith, in the opinion of such court.

Monument shareholders wishing to exercise their dissenters' rights should consult their own counsel to ensure that they fully and properly comply with applicable requirements.

Income Tax Consequences

See "Material United States Federal Income Tax Consequences" on page 67 for a discussion on how the federal income tax consequences of your action will change if you elect to dissent from the merger.

FAILURE TO FOLLOW THE PROCEDURES SET FORTH IN SUBCHAPTER D OF CHAPTER 15 OF THE PBCL REGARDING DISSENTERS' RIGHTS WILL CONSTITUTE A WAIVER OF THOSE RIGHTS. SHAREHOLDERS MAY WISH TO CONSULT INDEPENDENT COUNSEL BEFORE EXERCISING DISSENTERS' RIGHTS.

Trading Markets

Currently, Monument common stock is not traded on a national securities exchange. C&N common stock is quoted on Nasdaq under the symbol "CZNC". The most recent trading price for C&N's common stock reported by Nasdaq was \$[•] per share on [LPD], and the most recent trading price for Monument's common stock known to Monument's management was \$22.04 per share for 600 shares on July 18, 2018. Given the absence of an active trading market for Monument shares, such price may not reflect the actual

TABLE OF CONTENTS

current market value of Monument common stock. Upon the effectiveness of the registration statement of which this document is a part, the shares issued in connection with the merger will be freely transferable under the Securities Act by holders who will not be affiliates of C&N after the merger.

Affiliates of C&N may resell shares of C&N common stock issued in connection with the merger only if the shares are registered for resale under the Securities Act or an exemption is available. They may resell under the safe harbor provisions of Rule 144 under the Securities Act or as otherwise permitted under the Securities Act. We encourage any such person to obtain advice of securities counsel before reselling any C&N common stock.

Regulatory Approvals Required for the Merger

The merger is subject to the receipt of approval or waiver of the FRB under the Bank Holding Company Act of 1956, as amended (the “BHC Act”), as well as the approval of the FDIC under the Bank Merger Act and the approval of the PDB under the Pennsylvania Banking Code of 1965, as amended (the “Banking Code”).

In reviewing an application for approval of the merger under the BHC Act and under the Bank Merger Act, the FRB and FDIC, respectively, must consider, among other factors, the competitive effect of the merger, the managerial and financial resources and future prospects of the acquiring company, the effect of the merger on the convenience and needs of the communities to be served, including the records of performance of the subsidiary banks of the consolidating companies in meeting the credit needs of the communities under the Community Reinvestment Act, the effectiveness of the acquiring company in combating money laundering activities, and the extent to which the merger would result in greater or more concentrated risks 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 and to request a hearing.

The merger and the bank merger are also subject to the approval of the PDB under the Banking Code. In reviewing an application for approval of a bank merger, the PDB will consider, among other things, whether the plan of merger adequately protects the interests of the depositors, other creditors and shareholders, and whether the bank merger would be consistent with adequate and sound banking practices and in the public interest on the basis of the financial history and condition of the banks involved, their future prospects, the character of their management, the potential effect of the bank merger on competition, and the convenience and needs of the areas primarily to be served by the resulting institution.

The parties are not aware of any other governmental approvals or actions that may be required to consummate the merger. If any other approval or action is required, it is contemplated that such approval or action would be sought.

There can be no assurance, however, that any additional approvals or actions will be obtained.

As of the date hereof, applications are pending with the FDIC and PDB, and a waiver request is pending with the FRB.

Monument’s Directors and Executive Officers Have Financial Interests in the Merger

In considering the recommendation of the board of directors of Monument that Monument shareholders vote to adopt the merger agreement, Monument shareholders should be aware that Monument directors and executive officers have financial interests in the merger that may be different from, or in addition to, those of Monument shareholders generally. The board of directors was aware of and considered these potential interests, among other matters, in its decision to approve the merger agreement.

Board Position and Compensation

C&N has agreed in the merger agreement that, upon completion of the merger, one former Monument director, Clark S. Frame, will be appointed to serve on the board of directors of C&N and C&N Bank. Each person who serves as a director of C&N will be compensated in accordance with the policies of C&N, which are anticipated to be substantially similar to the current policies of C&N as described in its proxy statement, filed March 9, 2018, under the heading Compensation of Directors.

TABLE OF CONTENTS

Employment Agreements

C&N will assume the obligations of Monument under existing employment agreements with Christopher Nardo, President and Chief Executive Officer of Monument, Michelle Pedersen, Chief Lending Officer of Monument, and Benjamin Crowley, Vice President and Retail Banking Director of Monument, which were entered into in contemplation of the merger. Each employment agreement provides for the payment of a salary and bonus opportunities and carries a term of three years from the date of the merger. If the employee is terminated without cause or leaves for good reason, the employee is entitled to a lump sum payment equal to (i) the number of months remaining in the term times (ii) the sum of the highest base salary earned in the prior three years and the highest cash bonus and other cash incentive compensation earned in the prior three calendar years, divided by (iii) twelve. In addition, each employment agreement provides for payment to the employee of one year's salary plus the highest bonus earned in the prior three calendar years, and participation for one year in all benefit plans, if, following a change of control, employee's employment is terminated without cause or if the employee leaves for good reason. Each employment agreement subjects the employee to a three year covenant not to compete except in cases where employment is terminated without cause by the employer or by the employee for good reason.

Severance Payments

Certain senior executives of Monument who will not be employed by C&N following the merger will be paid severance equal to one year's salary plus, for a period of twelve months following the date of termination of employment, C&N will maintain the same level of contribution for participation in C&N's life, disability, medical/health insurance and other health and welfare benefits as in effect prior to the date of termination.

Stay Bonus Pool

C&N and Monument have established a stay bonus pool which will be used to compensate selected Monument and Monument Bank employees for their services up to the time of the merger.

Indemnification and Insurance

The merger agreement provides that C&N will, following the merger, indemnify all current and former officers and directors of Monument and its subsidiaries in accordance with Pennsylvania law and the indemnification provisions of Monument's articles of incorporation and bylaws. In addition, for up to six years after the acquisition, C&N agrees to maintain liability insurance coverage with respect to matters arising at or prior to the merger for each current or former officer or director of Monument or any of its subsidiaries, in amounts and on terms not materially less advantageous than the coverage provided prior to the acquisition, subject to a limit on the cost of such insurance of 250% of its current cost.

TABLE OF CONTENTS

THE MERGER AGREEMENT

The following section describes certain aspects of the merger, including material provisions of the merger agreement. The following description of the merger agreement is subject to, and qualified in its entirety by reference to, the merger agreement, which is attached to this document as Annex A and is incorporated by reference in this document. We urge you to read the merger agreement carefully and in its entirety, as it is the legal document governing this merger. The representations, warranties and covenants contained in the merger agreement were made only for purposes of that agreement and as of specific dates, are subject to limitations agreed upon by the parties as stated therein, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the agreement, none of which materially alter the representations and warranties made.

Terms of the Merger

The boards of directors of Monument and C&N have unanimously adopted the agreement and plan of merger which provides for the merger of Monument and C&N, with C&N surviving, and for the merger of their respective subsidiaries, Monument Bank and C&N Bank, with C&N Bank surviving. Each share of Monument common stock issued and outstanding at the effective time of the merger will be converted into either 1.0144 shares of C&N common stock or \$28.10 in cash, as elected by each shareholder, within certain limits, as described below. See "Consideration to Be Received in the Merger." Neither C&N nor Monument owns any shares of common stock of the other.

Closing and Effective Time of the Merger

The merger will be completed only if all of the following occur:

-
- The agreement and plan of merger is approved and adopted by Monument's shareholders;
-
- All required governmental and regulatory consents and approvals have been obtained;
-
- No more than 5% of the outstanding shares of Monument shall have exercised dissenters' rights unless waived by C&N; and
-
- All other conditions to the merger discussed in this document and the merger agreement are either satisfied or waived.

The bank merger will not be completed unless the merger is completed. The merger will become effective as stated in the statement of merger to be filed with the Department of State of the Commonwealth of Pennsylvania. In the merger agreement, we have agreed to cause the completion of the merger to occur no later than thirty (30) business days following the satisfaction or waiver of the conditions specified in the merger agreement (other than those conditions that, by their nature, are to be satisfied at the closing, or on another mutually agreed date). It currently is anticipated that the effective time of the merger will occur in the second quarter of 2019, but we cannot guarantee when or if the merger will be completed.

Consideration to Be Received in the Merger

Treatment of Monument common stock

As a result of the merger, each Monument shareholder will have the right, with respect to each share of Monument common stock held, to receive merger consideration consisting of either (i) 1.0144 shares of C&N common stock or (ii) \$28.10 in cash. Monument's shareholders will be able to elect whether to receive the stock consideration or the cash consideration for each share of Monument's stock owned. All cash/stock elections must be made in ten percent (10%) increments (i.e. 10% cash/90% C&N common stock; 20% cash/80% C&N common stock, etc.). Although the merger agreement permits each Monument shareholder to elect the form of consideration he, she or it wants to receive in exchange for his, her or its shares of Monument common stock, all shareholder elections are subject to proration if the total number of shares for which cash is elected is not equal to 20% of the total number of Monument shares of common stock outstanding, excluding dissenting shares. If proration is necessary because Monument shareholders have submitted elections to convert too many or too few shares into the cash consideration, after first converting any

non-electing shares, as applicable, to achieve the required 20% total cash consideration, each
55

TABLE OF CONTENTS

Monument shareholder's cash or stock election, depending on whether too many or too few elections, respectively, for cash have been received, will be reduced, on the same percentage basis, until the total number of shares outstanding, excluding dissenting shares, and receiving the cash consideration is 20%.

No fractional shares of C&N common stock will be issued. For each fractional share that would otherwise be issued, C&N will pay an amount in cash equal to the product of (i) the fraction of a share to which such holder would otherwise have been entitled and (ii) \$28.10.

Treatment of Monument equity awards

Upon completion of the merger, each outstanding option to purchase shares of Monument common stock pursuant to Monument's equity-based compensation plans will be cancelled by Monument in exchange for a cash payment equal to the positive difference, if any, between \$28.10 and the corresponding exercise price of such outstanding option.

Election Procedures

Monument shareholders may elect the form of consideration they wish to receive by completing an election form. After the merger is approved by the shareholders of Monument, AST will mail each Monument shareholder an election form and instructions for completing and returning the form to AST. The election form must be sent to AST before the election deadline, which will be announced after the merger is approved by the shareholders of Monument. You will be able to change or revoke your election at any time prior to the election deadline by delivering a written notice of revocation to Monument or delivering a new properly completed election form to AST, the exchange agent, no later than the election deadline.

Share Exchange Procedures

Do not send in your Monument common stock certificates now. After Monument's shareholders approve and adopt the merger agreement, you will receive a letter of transmittal from AST at the same time you receive your election form that will explain how to exchange your Monument stock certificates for the merger consideration. Please do not send in any Monument stock certificates until you receive the letter of transmittal.

Representations and Warranties

The merger agreement contains customary representations and warranties of Monument and C&N relating to their respective businesses. The representations must be true and correct in all material respects, as of the date of the merger agreement and as of the effective date as though made on and as of the effective date (except that representations and warranties that by their terms speak as of the date of the merger agreement or some other date must be true and correct in all material respects as of such date). The representations and warranties in the merger agreement do not survive the effective time of the merger.

Each of C&N and Monument has made representations and warranties to the other regarding, among other things:

- Corporate matters, including due organization and qualification;
- Authority relative to execution and delivery of the merger agreement and the absence of breach or violations of organizational documents or other obligations as a result of the merger;
- Subsidiaries;
- Capitalization;
- Required governmental filings and consents;
- Correctness of its charter, bylaws and minute books;

- The timely filing of reports with governmental entities, and the absence of investigations by regulatory agencies;
- Accuracy of financial statements;

TABLE OF CONTENTS

- Absence of undisclosed liabilities;
- The general manner in which its businesses are conducted, and the absence of any material adverse effect affecting it or its subsidiaries;
- Recent dividends, distributions and stock purchases;
- Tax matters;
- Recent litigation and governmental directives;
- Risk management instruments;
- Privacy;
- Compliance with laws;
- Insurance;
- Employee benefit plans;
- Its loan portfolio;
- Its investment portfolio;
- Whether it employed a broker in connection with the merger;
- The accuracy of its disclosures; and
- The accuracy of the information it provides for this document.

In addition, Monument made representations regarding its receipt of a fairness opinion from its financial advisor, the title to and condition of assets, material contracts, real estate leases, and certain other types of contracts, environmental matters, intellectual property, financial institution bonds, labor relations and employment agreements, related party transactions, beneficial ownership of C&N common stock, and state takeover laws, and C&N made

representations regarding its common stock. The representations and warranties described above and included in the merger agreement were made by each of C&N and Monument to the other party. These representations and warranties were made as of specific dates, may be subject to important qualifications and limitations agreed to by C&N and Monument in connection with negotiating the terms of the merger agreement (including by reference to information contained in disclosure schedules delivered by the parties under the merger agreement), and may have been included in the merger agreement for the purpose of allocating risk between C&N and Monument rather than to establish matters as facts. The merger agreement is described herein, and included as Annex A, only to provide you with information regarding its terms and conditions, and not to provide any other factual information regarding Monument, C&N or their respective businesses. Accordingly, the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read only in conjunction with the information provided elsewhere in this document.

Covenants and Agreements

Each of Monument and C&N has undertaken customary covenants that place restrictions on it and its subsidiaries until the effective time of the merger. In general, each of C&N and Monument agreed to use its reasonable best efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable laws, so as to permit consummation of the merger as promptly as practicable. Without limiting the generality of the foregoing, C&N has agreed to do the following:

- Promptly prepare and file all required applications for regulatory approval of the transactions contemplated by the merger agreement;
- Promptly prepare and file with the SEC, for the purpose of registering under the Securities Act the shares of C&N common stock to be issued to shareholders of Monument under the provisions of the merger agreement, the registration statement of which this document is a part for the purpose of soliciting proxies of Monument's shareholders in favor of the merger;

TABLE OF CONTENTS

- Promptly take all actions as may be necessary or appropriate in order to comply with all applicable Blue Sky laws of any state having jurisdiction over the transactions contemplated by the merger agreement;
- Promptly take all action as may be necessary or appropriate in order to list the shares of C&N common stock to be issued in the merger on the Nasdaq Capital Market; and
- Take no action which would have the effect of causing the merger not to qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.

Except as otherwise consented to by C&N (which consent is not to be unreasonably withheld), Monument and Monument Bank agreed to:

- use all reasonable efforts to carry on their respective businesses in the ordinary course of business;
- use all reasonable efforts to preserve their present business organizations, to retain the services of substantially all of their present officers and employees, and to maintain their relationships with customers, suppliers and others with whom they have business dealings;
- maintain all of their structures, equipment and other real property and tangible personal property in good repair, order and condition, except for ordinary wear and tear and damage by casualty;
- use all reasonable efforts to preserve or collect all material claims and causes of action;
- keep in full force and effect all insurance policies;
- perform, in all material respects, each of their obligations under all material contracts;
- maintain their books of account and other records in the ordinary course of business;
- comply in all material respects with all statutes, laws, ordinances, rules and regulations, decrees, orders, consent agreements, memoranda of understanding and other federal, state, and local governmental directives;
- not amend Monument's or Monument Bank's articles of incorporation or bylaws, except in accordance with the terms of the merger agreement or to the extent necessary to consummate the transactions contemplated by the merger agreement;
- not enter into, renew or assume any material contract, incur any material liability or obligation, or make any material commitment, except in the ordinary course of business;

- not make any material acquisition or disposition of any properties or assets or subject any of their properties or assets to any material lien, claim, charge, or encumbrance of any kind whatsoever, except for loan and investment activity engaged in the ordinary course of business and consistent with past practice;
- not knowingly take or permit to be taken any action which would constitute or cause a material breach of any representation, warranty or covenant set forth in the merger agreement;
- not declare, set aside or pay any dividend or make any other distribution in respect of Monument common stock;
- not authorize, purchase, redeem, issue (except upon the exercise of outstanding options) or sell (or grant options or rights to purchase or sell) any shares of Monument common stock or any other equity or debt securities of Monument;
- except in the ordinary course of business, not increase the rate of compensation of, pay a bonus or severance compensation to, establish or amend any Monument benefit plan, except as required by law, or enter into or amend any employment obligation, severance or “change in control” agreement or arrangement with any officer, director, employee or consultant of Monument or Monument Bank, or hire any new employees except as necessary to fill existing vacancies, provided that Monument or Monument Bank may grant reasonable salary increases and bonuses to their officers, directors, and employees in the ordinary course of business to the extent consistent with past practice, in magnitude and otherwise;

TABLE OF CONTENTS

- not enter into any related party transaction, except loans in accordance with Regulation O;

- act in accordance with GAAP and advise C&N of any material changes to loan loss reserves and loan write-offs, writedowns and other adjustments and reserves, write-offs, writedowns and other adjustments with respect to other real estate owned and its method of classifying, valuing and retaining its investment portfolio;

- file all tax returns and pay all taxes, interest, penalties, assessments or deficiencies shown to be due on tax returns and report all information on such returns truthfully, accurately and completely;

- not renew, materially amend or terminate any existing contract or enter into any new contract involving an amount in excess of \$50,000 or for a term of one (1) year or more;

- not make any capital expenditures other than in the ordinary course of business or as necessary to maintain existing assets in good repair;

- not make application for the opening or closing of any, or open or close any, branches or automated banking locations;

- not make any equity investment or commitment to make such an investment in real estate or in any real estate development project, other than in connection with foreclosures, settlements in lieu of foreclosure or troubled loan or debt restructuring in the ordinary course of business consistent with customary banking practice; and

- not take any action that would cause the merger not to qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.

Each of C&N and Monument has agreed to additional covenants which include, among other things, commitments to:

- Provide access to each other's properties, book and records and personnel upon reasonable notice;

- Provide financial information as soon as practicable;

- Update the disclosure schedules to the merger agreement for any change, addition, deletion, or other modification;

- Use its best efforts to ensure that its executive officers, directors and affiliated entities do not, purchase or sell, or submit a bid to purchase or an offer to sell, directly or indirectly, any shares of C&N common stock or Monument common stock or any options, rights or other securities convertible into shares of C&N common stock or Monument common stock during the price determination period; provided, however, that C&N may purchase shares of C&N common stock in the ordinary course of business of C&N during the price determination period for the benefit of C&N's benefit plans or C&N's dividend reinvestment plan;

- Permit Monument to establish a stay bonus pool in the amount of \$400,000.00 to be used by Monument to provide cash incentives to employees of Monument to remain employed by Monument; and

- Notify the other in writing of certain actions, claims, investigations, proceedings or other developments.

C&N has further agreed that C&N will:

- Use its good faith efforts to retain the present employees of Monument in their current position and salary except for identified officers of Monument;

- For purposes of determining eligibility and vesting for C&N employee benefit plans, provide credit for meeting eligibility and vesting requirements in such plans for service as an employee of Monument or any predecessor of Monument;

TABLE OF CONTENTS

- Pay severance benefits to any employee of Monument or Monument Bank as of September 27, 2018 who is either not offered employment by C&N or is terminated (other than as a result of unsatisfactory performance) within one year of the closing of the merger as follows:

- To identified executive officers of Monument, the amount of one (1) year's salary, and for a period of twelve (12) months following the date of termination of employment, C&N shall maintain the same level of contribution for the designated employees' participation in C&N's life, disability, medical/health insurance and other health and welfare benefits, including, without limitation, profit sharing and matching contributions to defined contribution plans, in effect with respect to the designated employees prior to the date of termination of employment; or

- For all other employees, an amount equal to two weeks' salary for each full year of service with Monument or Monument Bank if such service was recognized by Monument for purposes of Monument's 401(k) plan, but at least four (4) weeks' salary;

- Provide employee benefits to each person who is an employee of Monument or Monument Bank immediately before September 27, 2018 and who continues to be employed by C&N following closing of the merger that are substantially equivalent, in the aggregate, to the benefits under the Monument benefit plans prior to the closing of the merger, for a period of one (1) year after the closing of the merger;

- To indemnify, defend and hold harmless the officers, directors and employees of Monument against all claims which arise out of the fact that such person is or was a director, officer or employee of Monument and which relate to any matter of fact existing at or prior to the merger, to the fullest extent as would have been permitted by Monument under Pennsylvania law and under Monument's articles of incorporation and bylaws;

- Maintain, for six (6) years following the merger, Monument's current directors' and officers' liability insurance policies covering the officers and directors of Monument with respect to matters occurring at or prior to the merger, except that C&N may substitute similar policies, and that C&N is not required to spend more than 250% of the annual cost currently expended by Monument in order to obtain this insurance; and

- Promptly after closing of the merger, appoint Clark S. Frame to the boards of directors of C&N and C&N Bank subject only to any applicable regulatory approvals.

Monument has further agreed that Monument will:

- Permit C&N senior officers to meet with the Chief Financial Officer of Monument and other officers responsible for the preparation of Monument's financial statements, the internal controls of Monument and the disclosure controls and procedures of Monument to discuss such matters as C&N may deem reasonably necessary or appropriate for C&N to satisfy its obligations under Sections 302, 404 and 906 of the Sarbanes-Oxley Act of 2002 and any rules and regulations relating thereto; and

- Cause its and Monument Bank's professionals to render monthly invoices within thirty (30) days after the end of each month. Monument shall advise C&N monthly of all out-of-pocket expenses which Monument and Monument Bank

have incurred in connection with the transactions contemplated hereby. Monument shall not, and shall cause Monument Bank not to, pay fees and expenses to its accountants or attorneys on any basis different than the basis on which such professionals would be paid in the absence of any business combination.

The merger agreement also contains mutual covenants relating to the preparation of this document, the regulatory applications and the holding of the special meeting of Monument shareholders, access to information or the other company and public announcements with respect to the transactions contemplated by the merger agreement. Monument and C&N have also agreed to use all reasonable best efforts to take all actions needed to obtain necessary governmental and third party consents and to consummate the transactions contemplated by the merger agreement.

60

TABLE OF CONTENTS

Covenant Not to Compete

Each director of Monument executed an agreement not to compete when the merger agreement was signed. That agreement not to compete prevents the Monument directors from competing with C&N for a period of two years after the merger closes in Bucks, Chester, Lehigh, Montgomery, Northampton and Philadelphia, Pennsylvania counties, and Warren, Hunterdon, Mercer, Burlington, Camden and Gloucester counties, New Jersey. In addition, each director is prohibited from using confidential and proprietary information of Monument for the benefit of any third party and may not solicit Monument employees to leave employment with C&N for that same two year period.

Severance

Any employee of Monument or a Monument Subsidiary (excluding those employees who have entered into an employment agreement with Monument who is employed when the merger closes and who either (i) is not offered employment by C&N post-closing; or (ii) accepts post-closing employment with C&N and is subsequently terminated (other than as a result of unsatisfactory performance) within twelve (12) months following the closing date, is entitled to be paid severance in an amount equal to two week's salary for each full year of service with Monument, with a minimum of four (4) weeks' salary to be paid. In addition, certain senior executives of Monument who will not be employed by C&N following the merger will be paid severance equal to one year's salary plus, for a period of twelve months following the date of termination of employment, C&N will maintain the same level of contribution for participation in C&N's life, disability, medical/health insurance and other health and welfare benefits as in effect prior to the date of termination.

Call of Shareholder Meeting; Support of the Merger

Monument has agreed to (i) cooperate with C&N in the preparation of all required applications for regulatory approval of the transactions contemplated by the merger agreement and in the preparation of the registration statement and proxy statement/prospectus; (ii) hold a meeting of its shareholders for the purpose of obtaining approval of the merger and the merger agreement and recommend to its shareholders that they vote in favor thereof and (iii) cooperate with C&N in making Monument's and Monument Bank's employees reasonably available for training by C&N at Monument's and Monument Bank's facilities a reasonable period of time prior to the effective time of the merger, to the extent that such training is deemed reasonably necessary by C&N to ensure that Monument's and Monument Bank's facilities will be properly operated in accordance with C&N's policies after the merger.

Agreement Not to Solicit Other Offers

Monument has also agreed that it, its subsidiaries and its officers, directors, employees, representatives, agents and affiliates will not, directly or indirectly:

- Initiate, solicit, induce or encourage, or take any action to facilitate the making of any inquiry, offer or proposal which constitutes, relates or could reasonably be expected to lead to an inquiry or proposal that constitutes an acquisition proposal (as defined below), respond to any such inquiry, participate in any discussions or negotiations with respect to such inquiry or recommend or endorse any such acquisition proposal; or
- Enter into any agreement, agreement in principle or letter of intent regarding any acquisition proposal or authorize or permit any of its officers, directors, employees, subsidiaries or any representative to take any such action.

However, Monument may consider and participate in discussions and negotiations with respect to an unsolicited bona fide acquisition proposal if and only if (a) its special meeting has not occurred; (b) Monument complies with the terms of the merger agreement governing when and under what circumstances it may respond to an unsolicited offer; and (c) its board of directors determines (after consultation with outside legal counsel and its independent financial advisor) that (i) failure to take these actions would be inconsistent with its fiduciary duties under applicable law and (ii) the acquisition proposal is an acquisition proposal that is deemed superior to the transactions contemplated by the merger agreement and provides C&N with notice of such determination within one business day thereafter. In addition, Monument must (1) otherwise have complied in all material respects with the applicable sections

TABLE OF CONTENTS

of the merger agreement, and (2) not provide confidential information or data to any person in connection with an acquisition proposal unless the person has executed a confidentiality agreement on terms at least as favorable as the terms contained in the confidentiality agreement between Monument and C&N.

An acquisition proposal means any inquiry, offer or proposal as to any of the following (other than the merger between C&N and Monument) involving Monument or any of its subsidiaries:

- Any transaction or series of transactions involving any merger, consolidation, recapitalization, share exchange, liquidation, dissolution or similar transaction involving it 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 it or any of its subsidiaries representing, in the aggregate, twenty-five percent (25%) or more of the assets of it and each of 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 twenty-five percent (25%) or more of the votes attached to the outstanding securities of it or any of its subsidiaries;
- Any tender offer or exchange offer that, if consummated, would result in any third party or group beneficially owning twenty-five percent (25%) or more of any class of equity securities of it or any of its subsidiaries; or
- Any transaction which is similar in form, substance or purpose to any of the foregoing transactions, or any combination of the foregoing.

Monument has agreed:

- To notify C&N in writing within 24 hours, if any proposals or offers are received by, any information is requested from, or any negotiation or discussions are sought to be initiated or continued, with Monument or its representatives, in each case in connection with an acquisition proposal, and to provide C&N with relevant information regarding such proposal, offer, information request, negotiations or discussions;
- To keep C&N fully informed of the status and details of any such proposal or inquiry and any developments with respect thereto; and
- Not to release any third party from the confidentiality and standstill provisions of any agreement to which Monument is a party and to terminate any discussions, negotiations, and communications with any person with respect to any acquisition proposal for Monument.

Expenses and Fees

In general, each of C&N and Monument will be responsible for all expenses incurred by it in connection with the negotiation and completion of the transaction contemplated by the merger agreement. Monument will be responsible for and shall bear all costs of printing and mailing the proxy materials incurred in connection with its shareholder meeting.

Indemnification and Insurance

The merger agreement provides that in the event of any threatened or actual claim, action, suit, proceeding or investigation in which any person who is or has been a director or officer of Monument or is threatened to be made party based in whole or in part on, or arising in whole or in part out of or pertaining to (i) the fact that he or she is or was a director, officer or employee of Monument or any of its subsidiaries or predecessors, or (ii) the merger agreement, C&N will defend against and respond thereto. C&N has agreed to indemnify and hold harmless each such indemnified party against any losses, claims, damages,

62

TABLE OF CONTENTS

liabilities, costs, expenses (including reasonable attorney's fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each party to the fullest extent permitted by law), judgments, fines and amounts paid in settlement in connection with any such threatened or actual claim, action, suit, proceeding or investigation.

The merger agreement requires C&N to honor, after completion of the merger, the current rights of Monument directors, officers and employees to indemnification under the Monument articles of incorporation or Monument bylaws or similar governing documents. The merger agreement also provides that, upon completion of the merger, C&N will indemnify and hold harmless, and provide advancement of expenses to, all past and present officers, directors and employees of Monument and its subsidiaries in their capacities as such against all losses, claims, damages, costs, expenses, liabilities, judgments or amounts paid in settlement to the fullest extent permitted by applicable laws.

The merger agreement provides that C&N will maintain for a period of six years after completion of the merger Monument's current directors' and officers' liability insurance policies, or policies of at least the same coverage and amount and containing terms and conditions that are not less advantageous than the current policy, with respect to acts or omissions occurring prior to the effective time of the merger, except that C&N is not required to incur an annual premium expense greater than 250% of Monument's current annual directors' and officers' liability insurance premium.

Conditions to Complete the Merger

Our respective obligations to complete the merger are subject to the fulfillment or waiver of certain conditions, including:

- The adoption of the agreement and plan of merger by the requisite vote of Monument's shareholders;
- The effectiveness of the registration statement of which this document is a part with respect to the C&N common stock to be issued in the merger under the Securities Act and the absence of any stop order or proceedings initiated or threatened by the SEC for that purpose;
- The authorization of C&N common stock to be issued in the merger to be listed on the Nasdaq Capital Market;
- The receipt of a legal opinion from Barley Snyder LLP with respect to certain United States federal income tax consequences of the merger;
- The receipt and effectiveness of all governmental and other approvals, registrations and consents on terms and conditions, and the expiration of all related waiting periods required to complete the merger;
- Except as otherwise provided in the merger agreement, the absence of any suit, action or proceeding before any federal, state or local court or governmental authority or before any arbitration tribunal which seeks to modify, enjoin or prohibit or otherwise adversely and materially affect the transactions contemplated by the merger agreement; and
- All applicable securities and antitrust laws of the federal government and of any state government having jurisdiction over the transactions contemplated by the merger agreement shall have been complied with.

Each of C&N's and Monument's obligations to complete the merger is also separately subject to the satisfaction or waiver of a number of conditions including:

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The absence of a material adverse effect on the other party;

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The truth and correctness of the representations and warranties of each other party in the merger agreement, subject to the materiality standard provided in the merger agreement, and the performance by each other party in all material respects of their obligations under the merger agreement and the receipt by each party of certificates from the other party to that effect; and

TABLE OF CONTENTS

- The holders of no more than 5% of the outstanding shares of common stock of Monument exercise dissenters' rights.

We cannot provide assurance as to when or if all of the conditions to the merger can or will be satisfied or waived by the appropriate party. As of the date of this document, we have no reason to believe that any of these conditions will not be satisfied.

Termination of the Merger Agreement

The merger agreement can be terminated at any time prior to completion by mutual consent or by either party in the following circumstances:

- If there is a material breach by the other party that would cause the failure of the closing conditions, unless the breach is capable of being, and is, cured within 30 days of notice of the breach and the terminating party is not itself in material breach;

- If the merger has not been completed by August 15, 2019, unless the failure to complete the merger by that date was due to the terminating party's material breach of a representation, warranty, covenant or other agreement under the merger agreement;

- If any bank regulator, court of competent jurisdiction or governmental authority issues an order, decree, ruling or takes any other action restraining, enjoining or otherwise prohibiting the merger; or

- If the shareholders of Monument fail to adopt the merger agreement at its shareholder meeting.

In addition, C&N's board of directors may terminate the merger agreement if: (1) the Monument board of directors receives a superior acquisition proposal and (2) the board of directors of Monument: (a) enters into an acquisition agreement with respect to such proposal; (b) terminates the merger agreement; (c) withdraws its recommendation of the merger agreement, fails to make such a recommendation or modifies or qualifies its recommendation, in a manner adverse to C&N; or (d) delivers a written notice to C&N of its determination to accept such proposal.

Further, Monument's board of directors may terminate the merger agreement if Monument has received a superior acquisition proposal and has delivered a written notice to C&N of its determination to accept such proposal. In addition, if (i) the average price of C&N's common stock, measured over a ten trading day period occurring shortly before the closing date of the merger, drops below \$21.94 per share and (ii) the percent decline in C&N common stock, determined by dividing the ten day average price by \$27.43, is less than the percent decline in the KBW NASDAQ Regional Banking Stock Index Value, determined by dividing the average KBW NASDAQ Regional Stock Index Value for the same ten day period by the KBW NASDAQ Regional Banking Stock Index Value on September 10, 2018, Monument's board of directors may elect to terminate the merger agreement unless C&N increases the aggregate consideration to an amount that would not permit Monument to terminate.

Effect of Termination

If the merger agreement is terminated, it will become void, and there will be no liability on the part of C&N or Monument, except that (1) both C&N and Monument will remain liable for any willful breach of the merger agreement and (2) designated provisions of the merger agreement, including the payment of fees and expenses, the confidential treatment of information and publicity restrictions, will survive the termination.

Termination Fee

Monument will pay C&N a termination fee of \$1,726,000 in the event that the merger agreement is terminated:

- By C&N because Monument's shareholders fail to approve the merger at the special meeting and, prior thereto, there has been a publicly proposed or announced alternative acquisition proposal for Monument that is agreed to or

consummated within 12 months following termination; or

64

TABLE OF CONTENTS

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By C&N because Monument has received an alternative acquisition proposal, and Monument (1) enters into an acquisition agreement with respect to the alternative acquisition proposal, (2) terminates the merger agreement, (3) fails to make, withdraws, modifies or qualifies its recommendation of the merger agreement in a manner adverse to C&N, or (4) delivers a written notice to C&N of its determination to accept the alternative acquisition proposal; or

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By Monument, if Monument receives an alternative acquisition proposal and delivers a written notice to C&N of its determination to accept the alternative acquisition proposal.

Amendment, Waiver and Extension of the Merger Agreement

Subject to applicable law, the parties may amend the merger agreement by written agreement between Monument and C&N executed in the same manner as the merger agreement.

At any time prior to the completion of the merger, each of the parties to the extent legally allowed, may:

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Amend the merger agreement, but only by a written instrument duly authorized and executed by C&N and Monument; or

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Waive any term or condition of the merger agreement by a written instrument duly authorized, executed and delivered by such party or parties.

Provided, however, that no amendment after approval by the shareholders of a party shall be made which changes in a manner adverse to such shareholders the consideration to be provided to Monument's shareholders pursuant to the merger agreement.

65

TABLE OF CONTENTS

ACCOUNTING TREATMENT

The merger will be treated as a business combination to be accounted for using the acquisition method of accounting under U.S. generally accepted accounting principles. C&N will be considered the acquirer and Monument will be considered the acquired entity. Under the acquisition method of accounting, the acquired tangible and identifiable intangible assets and liabilities assumed of Monument will be recorded, as of the date of completion of the merger, at their respective fair values. Any excess of the purchase price over the fair values of net assets acquired will be recorded as “goodwill”. Under U.S. generally accepted accounting principles, goodwill is not amortized, but is assessed annually for impairment with any resulting impairment losses included in net income. If the net assets acquired exceed the purchase price, there will be no goodwill recorded and the resulting difference will be recorded as a bargain purchase gain. The results of operations of the combined entity (C&N) will include the results of Monument’s operations only after completion of the merger.

66

TABLE OF CONTENTS

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE MERGER

The following discussion addresses the material United States federal income tax consequences of the merger to a shareholder of Monument who holds shares of common stock of Monument, as applicable, as a capital asset. This discussion is based upon the Internal Revenue Code, Treasury regulations promulgated under the Internal Revenue Code, judicial authorities, published positions of the Internal Revenue Service (the “IRS”) and other applicable authorities, all as in effect on the date of this discussion and all of which are subject to change (possibly with retroactive effect) and to differing interpretations. This discussion does not address all aspects of United States federal income taxation that may be relevant to Monument shareholders in light of their particular circumstances and does not address aspects of United States federal income taxation that may be applicable to Monument shareholders subject to special treatment under the Internal Revenue Code (including banks, tax-exempt organizations, insurance companies, dealers in securities, traders in securities that elect to use a mark-to-market method of accounting, investors in pass-through entities, Monument shareholders who hold their respective shares of common stock as part of a hedge, straddle or conversion transaction, acquired their respective shares of common stock pursuant to the exercise of employee stock options or otherwise as compensation, and holders who are not United States persons, within the meaning of Section 7701(a)(30) of the Internal Revenue Code). In addition, the discussion does not address any aspect of state, local or foreign taxation. No assurance can be given that the IRS would not assert, or that a court would not sustain a position contrary to any of the tax aspects set forth below.

This discussion is not intended to be tax advice to any particular Monument shareholder. Monument shareholders are encouraged to consult their tax advisors with respect to the particular United States federal, state, local and foreign tax consequences of the merger.

The closing of the merger is conditioned upon the receipt by C&N and Monument of the opinion of Barley Snyder LLP, dated as of the effective date of the merger, substantially to the effect that, on the basis of facts, representations and assumptions set forth or referred to in such opinion (including factual representations contained in certificates of officers of C&N and Monument) which are consistent with the state of facts existing as of the effective date of the merger, the merger will be treated for United States federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code. The tax opinions to be delivered in connection with the merger are not binding on the IRS or the courts, and neither C&N nor Monument intends to request a ruling from the IRS with respect to the United States federal income tax consequences of the merger. Consequently, no assurance can be given that the IRS will not assert, or that a court would not sustain, a position contrary to any of those set forth below. In addition, if any of the facts, representations or assumptions upon which such opinions are based are inconsistent with the actual facts, the United States federal income tax consequences of the merger could be adversely affected.

Barley Snyder LLP has opined that the merger will be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code. The discussion below sets forth the opinion of Barley Snyder LLP as to the material United States federal income tax consequences of the merger to C&N and to Monument shareholders. A Monument shareholder will recognize no gain or loss as a result of such shareholder’s shares of Monument common stock, respectively, being exchanged in the merger solely for shares of C&N common stock, except as described below with respect to the receipt of cash in lieu of a fractional share of Monument common stock. A Monument shareholder’s aggregate tax basis in shares of C&N common stock received in the merger, including any fractional share deemed received and exchanged as described below, will equal the aggregate tax basis of the shareholder’s Monument common shares, as applicable, surrendered in the merger. The holding period of the C&N common stock will include the holding period of the shares of Monument common stock surrendered in the merger, provided the Monument shareholder’s common shares are held as a capital asset at the time of the merger.

Cash received by a Monument shareholder, including cash received by a dissenting shareholder, in exchange for shares of Monument common stock generally will be treated as received in redemption of the shares, and gain or loss generally will be recognized based on the difference between the amount of cash

TABLE OF CONTENTS

received and the shareholder's aggregate adjusted tax basis of the shares of Monument common stock, as applicable, surrendered. Such gain or loss generally will be long-term capital gain or loss if the holding period for such shares of Monument common stock is more than one year at the time of the merger. The deductibility of capital losses is subject to limitations.

Similarly, cash received by a Monument shareholder in lieu of a fractional share of Monument common stock generally will be treated as received in redemption of the fractional share, and gain or loss generally will be recognized based on the difference between the amount of cash received in lieu of the fractional share and the portion of the shareholder's aggregate adjusted tax basis of the shares of Monument common stock, as applicable, surrendered that is allocable to the fractional share. Such gain or loss generally will be long-term capital gain or loss if the holding period for such shares of Monument common stock is more than one year at the time of the merger. The deductibility of capital losses is subject to limitations.

As parties to the merger, no gain or loss will be recognized by C&N or Monument solely as a result of consummation of the merger.

Tax matters are very complicated, and the tax consequences of the merger to each holder of Monument common stock will depend on the facts of that shareholder's particular situation. The discussion set forth above does not address all United States federal income tax consequences that may be relevant to a particular holder of Monument common stock and may not be applicable to holders in special situations. Holders of Monument common stock are urged to consult their own tax advisors regarding the specific tax consequences of the merger. Further, such discussion does not address tax consequences that may arise with respect to C&N or C&N Bank by reason of any actions taken or events occurring subsequent to the merger.

68

TABLE OF CONTENTS

SUPERVISION AND REGULATION

General

C&N and Monument operate in a highly regulated industry, and thus may be affected by changes in state and federal regulations and legislation. As a registered bank holding company under the BHA Act, each of C&N and Monument are subject to supervision and examination by the FRB and are required to file with the FRB periodic reports and information regarding its business operations and those of their respective subsidiaries. In addition, under the Pennsylvania Banking Code of 1965, the PDB has the authority to examine the books, records and affairs of C&N and Monument and to require any documentation deemed necessary to ensure compliance with the Pennsylvania Banking Code.

The BHA Act requires C&N and Monument to obtain FRB approval before: acquiring more than five percent ownership interest in any class of the voting securities of any bank, acquiring all or substantially all of the assets of a bank or merging or consolidating with another bank holding company. In addition, the BHA Act prohibits a bank holding company from acquiring the assets, or more than five percent of the voting securities, of a bank located in another state, unless such acquisition is specifically authorized by the statutes of the state in which the bank is located. C&N and Monument are generally prohibited under the BHA Act from engaging in, or acquiring, direct or indirect ownership or control of more than five percent of the voting shares of any company engaged in nonbanking activities unless the FRB, by order or regulation, has found such activities to be so closely related to banking or managing or controlling banks as to be a proper incident thereto. In making such determination, the FRB considers whether the performance of these activities by a bank holding company can reasonably be expected to produce benefits to the public that outweigh the possible adverse effects.

A satisfactory safety and soundness rating, particularly with regard to capital adequacy, and a satisfactory Community Reinvestment Act, or "CRA," rating are generally prerequisites to obtaining federal regulatory approval to make acquisitions and open branch offices. As of its most recent examination, C&N Bank was rated "satisfactory" under the Community Reinvestment Act and Monument was rated "satisfactory" under the Community Reinvestment Act and as of December 31, 2018, each institution determined that it met the requirements to be categorized as a "well capitalized" institution. An institution's Community Reinvestment Act rating is considered in determining whether to grant approvals relating to charters, branches and other deposit facilities, relocations, mergers, consolidations and acquisitions. Less than satisfactory performance may be the basis for denying an application.

There are various legal restrictions on the extent to which a bank holding company and its non-bank subsidiaries can borrow or otherwise obtain credit from their bank subsidiaries. In general, these restrictions require that any such extensions of credit must be secured by designated amounts of specified collateral and are limited, as to any one of the holding company or such non-bank subsidiaries, to ten percent of the lending bank's capital stock and surplus and, as to the holding company and all such non-bank subsidiaries in the aggregate, to twenty percent of the bank's capital stock and surplus. Further, financial institutions are prohibited from engaging in certain tie-in arrangements in connection with any extension of credit, lease or sale of property or furnishing of services.

As a bank chartered under the laws of the Commonwealth of Pennsylvania, both C&N Bank and Monument Bank are subject to the regulations and supervision of the FDIC and the PDB. In addition, as a Federal Reserve member bank, Monument is subject to regulation by the FRB. These government agencies conduct regular safety and soundness and compliance reviews that have resulted in satisfactory evaluations to date. Some of the aspects of the lending and deposit business of C&N Bank and Monument Bank that are regulated by these agencies include personal lending, mortgage lending and reserve requirements.

The operations of C&N Bank and Monument Bank are also subject to numerous federal, state and local laws and regulations which set forth specific restrictions and procedural requirements with respect to interest rates on loans, the extension of credit, credit practices, the disclosure of credit terms and discrimination in credit transactions. C&N Bank and Monument Bank are also subject to regulatory limitations on the amount of cash dividends that they can pay to C&N and Monument, respectively.

TABLE OF CONTENTS

Consistent with the “source of strength” policy for subsidiary banks, the FRB has stated that, as a matter of prudent banking, a bank holding company generally should not maintain a rate of cash dividends unless its net income available to common stockholders has been sufficient to fully fund the dividends and the prospective rate of earnings retention appears to be consistent with the bank holding company’s capital needs, asset quality and overall financial condition.

As a public company, C&N is subject to the Securities and Exchange Commission’s rules and regulations relating to periodic reporting, proxy solicitation and insider trading.

FDIC Insurance

The FDIC is an independent federal agency that insures the deposits, up to prescribed statutory limits, of federally insured banks and savings institutions and safeguards the safety and soundness of the banking and savings industries. The FDIC administers the Deposit Insurance Fund (“DIF”). The Dodd-Frank Act permanently raised the standard maximum deposit insurance coverage amount to \$250,000 and made the increase retroactive to January 1, 2008. The FDIC deposit insurance coverage limit applies per depositor, per insured depository institution for each account ownership category. The FDIC has been given greater latitude in setting the assessment rates for insured depository institutions which could be used to impose minimum assessments.

The Dodd-Frank Act revised the statutory authorities governing the FDIC’s management of the DIF. Key requirements from the Dodd-Frank Act have resulted in the FDIC’s adoption of the following amendments: (1) redefined the assessment base used to calculate deposit insurance assessments to “average consolidated total assets minus average tangible equity”; (2) raised the DIF’s minimum reserve ratio to 1.35 percent and removed the upper limit on the reserve ratio; (3) revised adjustments to the assessment rates by eliminating one adjustment and adding another; and (4) revised the deposit insurance assessment rate schedules due to changes to the assessment base. Revised rate schedules and other revisions to the deposit insurance assessment rules became effective April 1, 2011. Though deposit insurance assessments maintain a risk-based approach, the FDIC’s changes impose a more extensive risk-based assessment system on large insured depository institutions with at least \$10 billion in total assets since they are more complex in nature and could pose greater risk.

The FDIC may terminate the insurance of an institution’s deposits upon finding that the institution has engaged in unsafe and unsound practices, is in an unsafe and unsound condition to continue operations or has violated any applicable law, regulation, rule, order or condition imposed by the FDIC. Neither C&N nor Monument know of any practice, condition or violation that might lead to termination of its deposit insurance.

Community Reinvestment Act

Under the Community Reinvestment Act, C&N Bank and Monument Bank have a continuing and affirmative obligation, consistent with its safe and sound operation, to help meet the credit needs of its entire community, including low and moderate income neighborhoods. However, the Community Reinvestment Act does not establish specific lending requirements or programs for financial institutions nor does it limit an institution’s discretion to develop the types of products and services that it believes are best suited to its particular community. The Community Reinvestment Act also requires:

- the applicable regulatory agency to assess an institution’s record of meeting the credit needs of its community;
- public disclosure of an institution’s CRA rating; and
- the applicable regulatory agency to provide a written evaluation of an institution’s CRA performance utilizing a four-tiered descriptive rating system.

Capital Regulation

C&N and C&N Bank, as well as Monument and Monument Bank, are subject to risk-based and leverage capital standards by which all bank holding companies and banks are evaluated in terms of capital adequacy.

TABLE OF CONTENTS

Under the Federal Deposit Insurance Corporation Improvement Act of 1991 (the “1991 Act”), a bank holding company is required to guarantee that any “undercapitalized” (as such term is defined in the statute) insured depository institution subsidiary will comply with the terms of any capital restoration plan filed by such subsidiary with its appropriate federal banking agency up to the lesser of (i) an amount equal to 5% of the institution’s total assets at the time the institution became undercapitalized, or (ii) the amount which is necessary (or would have been necessary) to bring the institution into compliance with all capital standards as of the time the institution failed to comply with such capital restoration plan.

Federal banking agencies have broad powers to take corrective action to resolve problems of insured depository institutions. The extent of these powers depends upon whether the institutions in question are “well capitalized,” “adequately capitalized,” “undercapitalized,” “significantly undercapitalized,” or “critically undercapitalized.” As of December 31, 2017, each of C&N Bank and Monument Bank was a “well-capitalized” bank, as defined by its primary federal regulator.

The FDIC has issued a rule that sets the capital level for each of the five capital categories by which banks are evaluated. A bank is deemed to be “well capitalized” if the bank has a total risk-based capital ratio of 10% or greater, has a Tier 1 risk-based capital ratio of 6% or greater, has a leverage ratio of 5% or greater, and is not subject to any order or final capital directive by the FDIC to meet and maintain a specific capital level for any capital measure. A bank may be deemed to be in a capitalization category that is lower than is indicated by its actual capital position if it received an unsatisfactory safety and soundness examination rating.

All of the bank regulatory agencies have issued rules that amend their capital guidelines for interest rate risk and require such agencies to consider in their evaluation of a bank’s capital adequacy the exposure of a bank’s capital and economic value to changes in interest rates. These rules do not establish an explicit supervisory threshold. The agencies intend, at a subsequent date, to incorporate explicit minimum requirements for interest rate risk into their risk based capital standards and have proposed a supervisory model to be used together with bank internal models to gather data and hopefully propose at a later date explicit minimum requirements.

The United States is a member of the Basel Committee on Banking Supervision (“the Basel Committee”) that provides a forum for regular international cooperation on banking supervisory matters. The Basel Committee develops guidelines and supervisory standards and is best known for its international standards on capital adequacy.

In December 2010, the Basel Committee released its final framework for strengthening international capital and liquidity regulation, officially identified by the Basel Committee as “Basel III”. In July 2013, the FRB published final rules to implement the Basel III capital framework and revise the framework for the risk-weighting of assets. The Basel III rules, among other things, narrow the definition of regulatory capital. As of January 1, 2019, Basel III requires bank holding companies and their bank subsidiaries to maintain substantially more capital, with a greater emphasis on common equity. Basel III also provides for a “countercyclical capital buffer,” an additional capital requirement that generally is to be imposed when national regulators determine that excess aggregate credit growth has become associated with a buildup of systemic risk, in order to absorb losses during periods of economic stress. Banking institutions that maintain insufficient capital to comply with the capital conservation buffer will face constraints on dividends, equity repurchases and compensation based on the amount of the shortfall. Additionally, the Basel III framework requires banks and bank holding companies to measure their liquidity against specific liquidity tests, including a liquidity coverage ratio (LCR) designed to ensure that the banking entity maintains a level of unencumbered high-quality liquid assets greater than or equal to the entity’s expected net cash outflow for a 30-day time horizon under an acute liquidity stress scenario, and a net stable funding ratio (NSFR) designed to promote more medium and long-term funding based on the liquidity characteristics of the assets and activities of banking entities over a one-year time horizon. The LCR rules do not apply to C&N or Monument. The federal regulatory agencies have not yet proposed rules to implement the NSFR.

The final rules apply to all depository institutions, top-tier bank holding companies with total consolidated assets of \$500 million or more, and top-tier savings and loan holding companies (“banking organizations”). As finally implemented, Basel III requires financial institutions to maintain: (a) as a newly

TABLE OF CONTENTS

adopted international standard, a minimum ratio of CET1 to risk-weighted assets of at least 4.5%; (b) a minimum ratio of tier 1 capital to risk-weighted assets of at least 6.0%; (c) a minimum ratio of total (that is, tier 1 plus tier 2) capital to risk-weighted assets of at least 8.0%; and (d) as a newly adopted international standard, a minimum leverage ratio of 3.0%, calculated as the ratio of tier 1 capital balance sheet exposures plus certain off-balance sheet exposures (computed as the average for each quarter of the month-end ratios for the quarter). In addition, the rules also limit a banking organization's capital distributions and certain discretionary bonus payments if the banking organization does not hold a "capital conservation buffer" of 2.5%, effectively raising the foregoing capital requirements by 2.5%.

As a result of the new capital conservation buffer rules, once in effect, if C&N's bank subsidiary, C&N Bank, fails to maintain the required minimum capital conservation buffer, C&N may be unable to obtain capital distributions from it, which could negatively impact C&N's ability to pay dividends, service debt obligations or repurchase common stock. In addition, such a failure could result in a restriction on C&N's ability to pay certain cash bonuses to executive officers, negatively impacting C&N's ability to retain key personnel

As of December 31, 2017, each of C&N and Monument believe its current capital levels would meet the fully phased-in minimum capital requirements, including capital conservation buffer, as prescribed in the U.S. Basel III Capital Rules.

Gramm-Leach-Bliley Act

On November 12, 1999, the Gramm-Leach-Bliley Act ("GLB") was signed into law. GLB permits commercial banks to affiliate with investment banks. It also permits bank holding companies which elect financial holding company status to engage in any type of financial activity, including securities, insurance, merchant banking/equity investment and other activities that are financial in nature. C&N has not elected financial holding company status. The merchant banking provisions allow a bank holding company to make a controlling investment in any kind of company, financial or commercial. GLB allows a bank to engage in virtually every type of activity currently recognized as financial or incidental or complementary to a financial activity. A commercial bank that wishes to engage in these activities is required to be well capitalized, well managed and to have a satisfactory or better Community Reinvestment Act rating. GLB also allows subsidiaries of banks to engage in a broad range of financial activities that are not permitted for banks themselves. Although none of C&N, C&N Bank, Monument or Monument Bank have commenced these types of activities to date, GLB enables them to evaluate new financial activities that would complement the products already offered to enhance non-interest income.

Sarbanes-Oxley Act of 2002

The Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley") implemented a broad range of corporate governance, accounting and reporting measures for companies, like C&N, that have securities registered under the Exchange Act and would not, therefore, apply to Monument. Specifically, Sarbanes-Oxley and the various regulations promulgated under Sarbanes-Oxley, established, among other things: (i) requirements for audit committees, including independence, expertise, and responsibilities; (ii) additional responsibilities relating to financial statements for the Chief Executive Officer and Chief Financial Officer of reporting companies; (iii) standards for auditors and regulation of audits, including independence provisions that restrict non-audit services that accountants may provide to their audit clients; (iv) increased disclosure and reporting obligations for reporting companies and their directors and executive officers, including accelerated reporting of stock transactions and a prohibition on trading during pension blackout periods; and (v) a range of civil and criminal penalties for fraud and other violations of the securities laws. In addition, Sarbanes-Oxley required stock exchanges, such as NASDAQ, to institute additional requirements relating to corporate governance in their listing rules.

Financial Privacy

Federal banking regulators have adopted rules that limit the ability of banks and other financial institutions to disclose non-public information about consumers to nonaffiliated third parties. These limitations require disclosure of privacy policies to consumers and, in some circumstances, allow consumers to prevent disclosure of certain personal information to a nonaffiliated third party. The privacy provisions of GLB affect C&N and Monument by limiting how consumer information is transmitted and conveyed to outside vendors.

TABLE OF CONTENTS

Anti-Money Laundering Initiatives and the USA Patriot Act

A major focus of governmental policy on financial institutions in recent years has been aimed at combating money laundering and terrorist financing. The USA Patriot Act of 2001 (“USA Patriot Act”) imposes significant compliance and due diligence obligations, creates criminal and financial liability for non-compliance and expands the extra-territorial jurisdiction of the U.S. The United States Treasury has issued a number of regulations that apply various requirements of the USA Patriot Act to financial institutions. These regulations require financial institutions to maintain appropriate policies, procedures and controls to detect, prevent and report money laundering and terrorist financing and to verify the identity of their customers. Failure of a financial institution to maintain and implement adequate programs to combat money laundering and terrorist financing, or to comply with all of the relevant laws or regulations, could have serious legal and reputational consequences for the institution.

Office of Foreign Assets Control Regulation

The U.S. has instituted economic sanctions which restrict transactions with designated foreign countries, nationals and others. These are typically known as the “OFAC rules” because they are administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”). The OFAC-administered sanctions target countries in various ways. Generally, however, they contain one or more of the following elements: (i) restrictions on trade with or investment in a sanctioned country, including prohibitions against direct or indirect imports from and exports to a sanctioned country, and prohibitions on “U.S. persons” engaging in financial transactions which relate to investments in, or providing investment-related advice or assistance to, a sanctioned country; and (ii) a blocking of assets in which the government or specially designated nationals of the sanctioned country have an interest, by prohibiting transfers of property subject to U.S. jurisdiction (including property in the possession or control of U.S. persons). Blocked assets (e.g., property and bank deposits) cannot be paid out, withdrawn, set off or transferred in any manner without a license from OFAC. Failure to comply with these sanctions could have serious legal and reputational consequences for the institution.

Consumer Protection Statutes and Regulations

C&N and Monument are subject to many federal consumer protection statutes and regulations including the Truth in Lending Act, Truth in Savings Act, Equal Credit Opportunity Act, Fair Housing Act, Real Estate Settlement Procedures Act and Home Mortgage Disclosure Act. Among other things, these acts:

- require banks to disclose credit terms in meaningful and consistent ways;
- prohibit discrimination against an applicant in any consumer or business credit transaction;
- prohibit discrimination in housing-related lending activities;
- require banks to collect and report applicant and borrower data regarding loans for home purchases or improvement projects;
- require lenders to provide borrowers with information regarding the nature and cost of real estate settlements;
- prohibit certain lending practices and limit escrow account amounts with respect to real estate transactions; and
- prescribe possible penalties for violations of the requirements of consumer protection statutes and regulations.

On November 17, 2009, the FRB published a final rule amending Regulation E, which implements the Electronic Fund Transfer Act. The final rule limits the ability of a financial institution to assess an overdraft fee for paying automated teller machine transactions and one-time debit card transactions that overdraw a customer's account, unless the customer affirmatively consents, or opts in, to the institution's payment of overdrafts for these transactions.

73

TABLE OF CONTENTS

Dodd-Frank Act

On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) was signed into law. Although the Dodd-Frank Act itself became effective on July 22, 2010, many of its provisions had delayed implementation dates or required implementing regulations to be issued. Some of these regulations still have not been issued. In addition, there have been various proposals to repeal or modify various provisions of the Dodd-Frank Act. The Dodd-Frank Act is extensive and significant legislation that, among other things:

- expands the authority of the Federal Reserve to examine bank holding companies and their subsidiaries, including insured depository institutions;
- requires a bank holding company to be well-capitalized and well managed to receive approval of an interstate bank acquisition;
- provides mortgage reform provisions regarding a customer’s ability to pay and making more loans subject to provisions for higher-cost loans and new disclosures;
- creates the Financial Stability Oversight Council with authority to identify institutions and practices that might pose a systemic risk;
- introduces additional corporate governance and executive compensation requirements on companies subject to the Exchange Act;
- permits FDIC-insured banks to pay interest on business demand deposits;
- codifies the requirement that holding companies and other companies that directly or indirectly control an insured depository institution to serve as a source of financial strength;
- makes permanent the \$250 thousand limit for federal deposit insurance; and
- creates the Consumer Financial Protection Bureau, now known as the Bureau of Consumer Financial Protection (the “CFPB”), an agency responsible for, among other things administering and enforcing the laws and regulations for consumer financial products and services and conducting examinations of large banks and their affiliates for purposes of assessing compliance with the requirements of consumer financial laws.

The Dodd-Frank Act impacts the offering, marketing and regulation of consumer financial products and services offered by financial institutions. The effects of the Dodd-Frank Act on the financial services industry will depend, in large part, upon the extent to which regulators exercise the authority granted to them under the Dodd-Frank Act and the approaches taken in implementing those regulations. Additional uncertainty regarding the effects of the Dodd-Frank Act exists due to court decisions and the potential for additional legislative changes to the Dodd-Frank Act.

Compliance with these rules has increased C&N’s and Monument’s overall regulatory compliance costs and required changes to their respective underwriting practices with respect to mortgage loans.

As mandated by the Dodd-Frank Act, in December 2013, the OCC, FRB, FDIC, SEC and Commodity Futures Trading Commission issued a final rule implementing certain prohibitions and restrictions on the ability of a banking entity and non-bank financial company supervised by the FRB to engage in proprietary trading and have certain ownership interests in, or relationships with, a “covered fund” (the “Volcker Rule”). On May 24, 2018, the Economic Growth, Regulatory Relief, and Consumer Protection Act (“EGRRCPA”) was signed into law. Among other relief, the EGRRCPA exempts banking organizations with \$10 billion or less in total consolidation assets, and total trading assets and trading liabilities that are 5% or less of total consolidated assets, from the Volcker Rule.

The EGRRCPA also requires the federal banking agencies to adopt a community bank leverage ratio of 8% to 10%, for qualifying banking organizations with total consolidated assets of less than \$10 billion. Such institutions that satisfy the community bank leverage ratio would be deemed to satisfy generally applicable risk-based and leverage capital requirements, and to have the capital ratios that are required to be

74

TABLE OF CONTENTS

considered “well capitalized” under the prompt corrective action framework. Additionally, the EGRRCPA amends the federal banking agencies’ regulatory capital rules to narrow the definition of high volatility commercial real estate (“HVCRE”) loans, which receive a higher risk weighting than other commercial real estate loans under risk-based capital requirements.

National Monetary Policy

In addition to being affected by general economic conditions, the earnings and growth of C&N Bank and Monument Bank and, therefore, the earnings and growth of each of C&N and Monument, are affected by the policies of regulatory authorities, including the FRB and the FDIC. An important function of the FRB is to regulate the money supply and credit conditions. Among the instruments used to implement these objectives are open market operations in U.S. government securities, setting the discount rate and changes in financial institution reserve requirements.

These instruments are used in varying combinations to influence overall growth and distribution of credit, bank loans, investments and deposits, and their use may also affect interest rates charged on loans or paid on deposits.

The monetary policies and regulations of the FRB have had a significant effect on the operating results of commercial banks in the past and are expected to continue to do so in the future. The effects of such policies upon the future businesses, earnings and growth of C&N cannot be predicted with certainty.

75

TABLE OF CONTENTS

INFORMATION ABOUT CITIZENS & NORTHERN CORPORATION

The principal trading market for C&N common stock is the Nasdaq Capital Market. The principal executive offices of C&N are located at 90-92 Main Street, Wellsboro, Pennsylvania 16901, telephone number (570) 724-3411. Its Internet website is <http://www.cnbankpa.com>. Information on this Internet website is not part of this proxy statement/prospectus.

As permitted by the rules of the SEC, financial and other information relating to C&N that is not included in or delivered with this document, including financial information and information relating to C&N's directors and executive officers, is incorporated herein by reference. See "Where You Can Find More Information" on page 1.

76

TABLE OF CONTENTS

MONUMENT'S SPECIAL MEETING

This document is being furnished to Monument shareholders by Monument's board of directors in connection with the solicitation of proxies from the holders of Monument common stock for use at the special meeting of Monument shareholders and any adjournments or postponements of the special meeting.

Date, Time and Place

The Monument special meeting will be held on Friday, March 15, 2019 at 9:00 a.m., local time, at Doylestown Country Club, 20 Country Club Lane, Doylestown, Pennsylvania 18901, subject to any adjournments or postponements.

Matters to be Considered

At the special meeting, Monument shareholders will be asked to consider and vote upon the following proposals:

1.

adoption of the merger agreement as described in detail under the heading "The Merger" beginning on page 33;

2.

a proposal to authorize the board of directors to adjourn the special meeting, if necessary, to solicit additional proxies in the event there are not sufficient votes at the time of the special meeting to approve the proposal to adopt the merger agreement.

At this time, Monument board of directors is unaware of any matters, other than those set forth above, that may properly come before the special meeting.

Shareholders Entitled to Vote

The close of business on Wednesday, February 6, 2019 has been fixed by Monument's board of directors as the record date for the determination of those holders of Monument common stock who are entitled to notice of and to vote at the special meeting and any adjournment or postponement of the special meeting.

At the close of business on the record date there were 1,564,599 shares of Monument common stock outstanding and entitled to vote, held by approximately 111 holders of record. A list of the shareholders of record entitled to vote at the special meeting will be available for examination by Monument shareholders.

Quorum and Required Vote

The presence, in person or by proxy, of the holders of a majority of the issued and outstanding shares of Monument common stock entitled to vote at the special meeting constitutes a quorum for the transaction of business at the special meeting. There must be a quorum for the special meeting to be held. Abstentions are counted for purposes of determining the presence or absence of a quorum, but are not considered a vote cast under Pennsylvania law. Brokers holding shares in street name for their customers generally are not entitled to vote on certain matters unless they receive voting instructions from their customers. Such shares for which brokers have not received voting instructions from their customers are called "broker non-votes." Under Pennsylvania law, broker non-votes will be counted to determine if a quorum is present with respect to any matter to be voted upon by shareholders at the special meeting only if such shares have been voted at the meeting on another matter other than a procedural motion.

Each holder of record of shares of Monument common stock as of Monument's record date is entitled to cast one vote per share at the special meeting on each proposal.

The affirmative vote of holders of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the outstanding shares of Monument common stock entitled to vote at the special meeting is required to adopt the merger agreement. Abstentions and broker non-votes will have the effect of a vote against this proposal.

TABLE OF CONTENTS

Approval of the proposal to adjourn the special meeting and any other proposal that may be properly presented at the special meeting requires the affirmative vote of a majority of the votes cast at the meeting, in person or by proxy, except in cases where the vote of a greater number of shares is required by law or under Monument's articles of incorporation. Abstentions and broker non-votes will have no effect on each of these other proposals.

How Shares Will Be Voted at the Special Meeting

All shares of Monument common stock represented by properly executed proxies received before or at the special meeting, and not properly revoked, will be voted as specified in the proxies. Properly executed proxies that do not contain voting instructions will be voted "FOR" the adoption of the merger agreement, and "FOR" the adjournment or postponement of the special meeting, if necessary, to permit further solicitation of proxies as included in this document.

If you hold shares of Monument common stock in street name through a bank, broker or other nominee holder, the nominee holder may only vote your shares in accordance with your instructions. If you do not give specific instructions to your nominee holder as to how you want your shares voted, your nominee will indicate that it does not have authority to vote on the proposal, which will result in what is called a "broker non-vote." Broker non-votes will not be deemed to have been voted on any of the proposals.

If any other matters are properly brought before the special meeting, the proxies named in the proxy card will vote the shares represented by duly executed proxies in accordance with the direction of Monument's board of directors.

How to Vote Your Shares

Monument shareholders may vote at the special meeting by one of the following methods:

Voting by Mail. You may vote by completing and returning the enclosed proxy card. Your proxy will be voted in accordance with your instructions. If you do not specify a choice on one of the proposals described in this document, your proxy will be voted in favor of that proposal.

Voting in Person. If you attend the meeting, you may deliver your completed proxy card in person or may vote by completing a ballot which will be available at the meeting. If your shares are registered in the name of a broker or other nominee and you wish to vote at the meeting, you will need to obtain a legal proxy from your bank or brokerage firm. Please consult the voting form sent to you by your bank or broker to determine how to obtain a legal proxy in order to vote in person at the special meeting.

How to Change Your Vote

If you are a registered shareholder, you may revoke any proxy at any time before it is voted at the special meeting by (1) signing and returning a proxy card with a later date, (2) delivering a written revocation letter to the Secretary of Monument or (3) attending the special meeting in person, notifying the Secretary and voting by ballot at the special meeting. Monument's Secretary's mailing address is 465 North Main Street, Doylestown, Pennsylvania 18901. If your shares are registered in the name of a broker or other nominee, you may later revoke your proxy instructions by informing the holder of record in accordance with that entity's procedures. Monument will honor the latest vote cast.

Solicitation of Proxies

The board of directors of Monument is soliciting proxies for use at the Monument special meeting. Monument will bear the entire cost of soliciting proxies from you. In addition to solicitation of proxies by mail, Monument will request that banks, brokers and other record holders send proxies and proxy material to the beneficial owners of Monument common stock and secure their voting instructions. Monument will reimburse the record holders for their reasonable expenses in taking those actions. If necessary, Monument may use several of its regular employees, who will not be additionally compensated, to solicit proxies from Monument shareholders, either personally or by telephone, facsimile, letter or other electronic means.

TABLE OF CONTENTS

C&N and Monument will share equally the expenses incurred in connection with the printing and distribution of this document.

Attending the Meeting

All holders of Monument common stock, including shareholders of record and shareholders who hold their shares through banks, brokers, nominees or any other holder of record, are invited to attend the special meeting. Shareholders of record can vote in person at the special meeting. If you are not a shareholder of record, you must obtain a proxy executed in your favor from the record holder of your shares, such as a broker, bank or other nominee, to be able to vote in person at the special meeting. If you plan to attend the special meeting, you must hold your shares in your own name or have a letter from the record holder of your shares confirming your ownership and you must bring a form of personal photo identification with you in order to be admitted. We reserve the right to refuse admittance to anyone without both proper proof of share ownership and proper photo identification.

Voting Agreements

As of the record date, directors and executive officers of Monument and their affiliates collectively beneficially owned 1,095,608 shares of Monument common stock, or 68.71% of the outstanding shares of Monument stock entitled to be voted at the special meeting. Collectively, directors and executive officers of Monument had sole voting power over 540,374 shares of Monument common stock, or 34.54% of the outstanding shares of Monument common stock entitled to be voted at the special meeting. In accordance with the terms of the merger agreement, each of the directors and executive officers of Monument has executed a letter agreement, commonly known as a voting agreement, in favor of C&N pursuant to which he or she has agreed to vote all shares of Monument common stock owned by him or her, and over which he or she has sole voting power, in favor of adoption of the merger agreement, and each of these persons also agreed to use his or her best efforts to cause all other shares of Monument common stock beneficially owned by him or her to be voted in favor of the merger.

Proposal No. 1 — Adoption of the Merger Agreement

Monument is asking its shareholders to adopt the merger agreement. For a detailed discussion of the merger, including the terms and conditions of the merger agreement, see “The Merger”, beginning on page 33. As discussed in detail in the sections entitled “The Merger — Monument’s Reasons for the Merger”, and “— Recommendation of Monument’s Board of Directors”, beginning on pages 35 and 37, respectively, after careful consideration, Monument’s board of directors determined that the terms of the merger agreement and the transactions contemplated by it are in the best interests of Monument, and the board unanimously approved the merger agreement.

Adoption of the merger agreement requires the affirmative vote of the holders of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the outstanding shares of Monument common stock, in person or by proxy, at Monument’s special meeting. Abstentions and broker non-votes will effectively act as a vote against adoption of the merger agreement. Accordingly, Monument’s board of directors unanimously recommends that Monument shareholders vote “FOR” adoption of the merger agreement.

Proposal No. 2 — Authorization to Vote on Adjournment or Other Matters

If, at the Monument special meeting, the number of shares of Monument common stock present, in person or by proxy, is insufficient to constitute a quorum, or the number of shares of Monument common stock voting in favor is insufficient to adopt the merger agreement, Monument’s board of directors intends to move to adjourn the special meeting in order to enable Monument’s board of directors more time to solicit additional proxies in favor of adoption of the merger agreement. In that event, Monument will ask its shareholders to vote only upon the adjournment proposal and not the proposal relating to adoption of the merger agreement.

In this proposal, Monument is asking you to grant discretionary authority to the holder of any proxy solicited by Monument’s board of directors so that such holder can vote in favor of the proposal to adjourn the special meeting to solicit additional proxies. If the shareholders of Monument approve the adjournment

TABLE OF CONTENTS

proposal, Monument could adjourn the special meeting, and any adjourned session of the special meeting, and use the additional time to solicit additional proxies, including the solicitation of proxies from shareholders who have previously voted.

Generally, if the special meeting is adjourned, no notice of the adjourned meeting is required to be given to shareholders, other than an announcement at the special meeting of the place, date and time to which the meeting is adjourned.

Pursuant to Monument's bylaws, the adjournment proposal requires the affirmative vote of a majority of votes cast, in person and by proxy, at the Monument special meeting. Abstentions and broker non-votes will have no effect on the adjournment proposal.

Monument's board of directors recommends a vote "FOR" the proposal to authorize the board of directors to adjourn the special meeting of shareholders to allow time for the further solicitation of proxies to adopt the merger agreement.

80

TABLE OF CONTENTS

INFORMATION ABOUT MONUMENT BANCORP, INC.

Business

Monument Bancorp, Inc., or Monument, was incorporated as a Pennsylvania business corporation on April 7, 2016 for the purpose of becoming a one-bank holding company. Monument's main office is located at 465 North Main Street, Doylestown, Pennsylvania. Monument's primary function is to own all of the common stock of its wholly-owned subsidiary, Monument Bank.

The common stock of Monument is not currently listed on any exchange or quoted in the over the counter market. Monument's website can be accessed at <http://www.monumentbankpa.com>. The principal executive offices of Monument are located at 465 N. Main Street, Doylestown, Pennsylvania 18901, and its telephone number is (215) 340-1020.

Monument Bank is a Pennsylvania banking institution that was incorporated on October 12, 2007 and commenced operations on February 22, 2008. Monument Bank is a community bank offering a full range of banking services to the Philadelphia metropolitan market. Monument Bank operates two banking offices and a loan production office in Bucks County, Pennsylvania. Monument PA Properties, LLC is a Pennsylvania limited liability company established on July 27, 2016 to purchase properties at tax sales that represent collateral for delinquent loans of the bank.

Monument's principal source of revenue is interest earnings on its investment securities and loan portfolios.

At September 30, 2018, Monument had approximately \$361.3 million in assets, \$255.4 million in deposits and \$26.1 million of shareholders' equity.

Competition

Monument's core service area consists primarily of Bucks County, Pennsylvania and the Philadelphia market area. Within this service area, the banking business is highly competitive. Monument competes with local banks, as well as numerous regionally based commercial banks, most of which have assets, capital and lending limits far larger than those of Monument. Monument also competes with savings banks, savings and loan associations, money market funds, insurance companies, stock brokerage firms, regulated small loan companies and credit unions. The industry competes primarily in the area of interest rates, products offered, customer service and convenience.

Many of Monument's competitors enjoy several advantages over it, including a larger asset and capital bases, the ability to finance wide-ranging advertising campaigns and to allocate their investment assets to areas of highest yield and demand.

Properties

Monument owns its main office, located at 465 North Main Street, Doylestown, Pennsylvania, and leases its Newtown bank branch located at 33 Swamp Road, Unit 7, Newtown, Pennsylvania, and its operations office at 65 West Street Road, Suite A201, Warminster, Pennsylvania.

Legal Proceedings

Monument is not aware of any litigation that would have a material adverse effect on the consolidated financial position of Monument. Monument and Monument Bank have no legal proceedings pending other than ordinary routine litigation occurring in the normal course of business. In addition, management does not know of any material proceedings contemplated by governmental authorities against Monument or Monument Bank or any of its properties.

Market Price of and Dividends on Monument's Common Stock

Monument's common stock was held by approximately 111 holders of record as of the record date. The last reported sales price for Monument's common stock was \$22.04 per share for 600 shares on July 18, 2018.

TABLE OF CONTENTS

Information about Monument Designees to C&N Board of Directors

Clark S. Frame, who is the current Chairman of the boards of directors of Monument and Monument Bank, is anticipated to be appointed to the board of directors of C&N and C&N Bank upon consummation of the merger. The following information includes information Mr. Frame has given to us about his age, positions he holds, and his principal occupation for the past five years. Mr. Frame is not a director of any other publicly-held company. Mr. Frame, age 68, helped lead a team of investors to establish Monument Bank in February 2008. Mr. Frame was also a founding board member in 1992 and Chairman of the Board of Premier Bank. He has acted as the chair of the loan committees of both institutions. From 2003 – 2006 he was a member of the board of directors of Fulton Financial Corporation. He has served on many non-profit boards including the Temple Health System, Jeanes Hospital and Foundation, the Free Clinic of Doylestown and Friends Life Care at Home. Mr. Frame is a graduate of Denison University and received an M.B.A. from the Wharton School of the University of Pennsylvania.

Name and Principal Position	Year	Salary	All other Compensation	Total
Clark S. Frame, Chairman of the Board of Directors	2018	\$ 253,895(1)	\$ 20,224(2)	\$ 274,119

(1)

Salary paid as Chairman of the Board of Directors; Chairman is not separately compensated for his services as a director.

(2)

Includes \$4,857 in employer's matching contribution to 401(k) plan; \$1,819 in employer paid premiums for life, short and long-term disability insurance; and, \$13,548 in country club dues.

Security Ownership of Certain Beneficial Holders of Monument

The following table sets forth, as of November 30, 2018, the name of each director and executive officer of Monument, the number of shares beneficially owned, and the percentage of Monument's outstanding common stock so owned, and the aggregate number of shares beneficially owned and the percentage so owned by all directors and executive officers as a group. Unless otherwise indicated, all persons listed below have sole voting and investment power with respect to their shares, except to the extent authority is shared with spouses under applicable law. Beneficial ownership is determined in accordance with the Securities and Exchange Commission rules.

Name of Individual	Position with Bank	Amount and Nature of Beneficial Ownership	Percent of Class*
Clark S. Frame	Director/Chairman of the Board	161,328(1)	10.31%
John C. Soffronoff	Director/Vice Chairman	40,000(2)	2.56%
Christopher A. Nardo	President and CEO, Director	14,057(3)	0.90%
Michael J. Battista	Director	140,880(4)	9.00%
David C. Frame, MD	Director	113,692(5)	7.25%
Thomas E. Mackell, MD	Director	89,610(6)	5.71%
Barry J. Miles, Sr.	Director	35,000(7)	2.24%
Brian R. Rich	Director	88,890(8)	5.67%
Richard F. Ryon	Director	142,000(9)	9.08%
Gerald Schatz	Director	54,615(10)	3.48%

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Irving N. Stein	Director	67,780(11)	4.33%
David E. Thompson	Director	13,420(12)	0.86%
John A. Zebrowski	Director	70,460(13)	4.50%
G. Brian Cooper	Chief Financial Officer	9,431(14)	0.60%
Benjamin T. Crowley	Vice-President Retail Banking	5,000(15)	0.32%
Michelle A. Pedersen	Chief Lending Officer	49,445(16)	3.16%
All Directors and Executive Officers as a Group		1,095,608	68.71%

Information furnished by directors and executive officers.

82

TABLE OF CONTENTS

(*)

As of November 30, 2018, the number of shares of Monument common stock issued and outstanding was 1,564,599. The calculation of an individual director's or executive officer's percentage ownership is based on the individual director's or executive officer's beneficial ownership as the numerator, divided by the sum of the 1,564,599 shares of Monument common stock issued and outstanding plus the individual director's or executive officer's vested stock options.

(1)

Includes 28,358 shares held jointly with Mr. Frame's spouse, 79,930 shares held in three IRAs and 42,000 shares held in two trusts of which Mr. Frame is co-trustee with PNC. This amount does not include 21,000 shares held in a trust for which Mr. Frame is co-trustee with PNC Bank and David C. Frame, MD is the beneficiary, as those shares are included in Dr. Frame's beneficial ownership and reported in footnote #5 below.

(2)

Includes 33,500 shares held in an IRA for Mr. Soffronoff and 6,500 shares held in an IRA for Mr. Soffronoff's spouse.

(3)

Includes 1,150 shares held jointly with Mr. Nardo's spouse, 2,250 shares held in an IRA, and 2,500 vested options.

(4)

Includes 140,520 shares held by Bayside Properties, a company owned by Mr. Battista, and 360 vested options.

(5)

Includes 87,268 shares held in an IRA for Dr. Frame, 21,000 shares held in trust for which Dr. Frame is the beneficiary and Clark S. Frame is co-trustee with PNC Bank, and 4,470 vested options.

(6)

Includes 72,000 shares held in an IRA for Dr. Mackell, and 5,610 vested options.

(7)

Includes 15,197 shares held in an IRA for Mr. Miles.

(8)

Includes 27,800 shares held in an IRA for Mr. Rich, 4,200 shares held by Mr. Rich's minor children, 40,000 shares held by various companies in which Mr. Rich has ownership interests, and 2,890 vested options.

(9)

Includes 35,000 shares held in an IRA for Mr. Ryon, and 105,000 shares held by companies in which Mr. Ryon has an ownership interest.

(10)

Includes 37,500 shares held jointly with Mr. Schatz's spouse, 13,300 shares held in various trusts for Mr. Schatz's grandchildren for which Mr. Schatz is trustee, and 3,815 vested options.

(11)

Includes 43,040 shares held jointly with Mr. Stein's spouse, 10,000 shares held in an IRA for Mr. Stein, 9,000 shares held in an IRA for Mr. Stein's spouse, 3,300 shares held as custodian for Mr. Stein's grandchildren, and 2,440 vested options.

(12)

Includes 13,420 shares held jointly with Mr. Thompson's spouse.

(13)

Includes 25,000 shares held in an IRA for Mr. Zebrowski, 10,000 shares held by Mr. Zebrowski's spouse, and 460 vested options.

(14)

Includes 3,231 shares held jointly with Mr. Cooper's spouse, 3,700 shares held by Mr. Cooper's spouse, and 2,500 vested options.

(15)

Includes 5,000 vested options.

(16)

Includes 34,810 shares held in an IRA for Ms. Pedersen.

Other Beneficial Owners of 5% or more of Monument's Common Stock

The following table sets forth the name of each individual who beneficially owned 5% or more of Monument's outstanding common stock as of November 30, 2018 and who was not a director or executive officer of Monument at that time. Monument is not aware of any other shareholder who beneficially owns 5% or more of Monument's outstanding common stock.

83

TABLE OF CONTENTS

Name of Individual	Address	Amount and Nature of Beneficial Ownership	Percent of Class
Irvin G. Schorsch III	Pennsylvania Capital Management 1841 Huntingdon Pike Huntingdon Valley, PA 19006	84,000(1)	5.45%

(1)

Includes 84,000 shares held individually.

Transactions with Related Parties.

Some of Monument's directors and executive officers, members of their immediate families and the companies with which they are associated were Monument customers and had banking transactions with Monument in the ordinary course of business during 2018 and 2017. All loans and commitments to lend were made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with other non-affiliated customers. In Monument's management's opinion, the loans and commitments did not involve more than a normal risk of collectability or present other unfavorable features. The director or officer in question is excused from the board meeting at which the loan or commitment is considered. The aggregate extensions of credit to all such persons, as a group, totaled \$1,200,000 at December 31, 2017 and December 31, 2018 in commitments to lend with no amounts outstanding.

Management's Discussion and Analysis of Financial Condition and Results of Operations of Monument Bancorp, Inc. This section is intended to help readers understand the financial performance of Monument Bancorp, Inc. The information reflected in this section reflects the financial performance of Monument Bancorp, Inc. and its subsidiary, Monument Bank.

Overview

Our results of operations depend mainly on our net interest income, which is the difference between the interest income we earn on our loan and investment portfolios and the interest expense we pay on our deposits and borrowings. Results of operations are also affected by provisions for loan losses and noninterest expense. Our noninterest expense consists primarily of compensation and employee benefits, office occupancy and general administrative and data processing expenses. Noninterest expenses have been stable in recent years, and tend to track below peers.

Our results of operations are significantly affected by general economic and competitive conditions, particularly with respect to changes in interest rates, government policies and actions of regulatory authorities. Future changes in applicable law, regulations or government policies may materially affect our financial condition and results of operations.

Historically, our business has consisted primarily of originating loans for commercial real estate and one-to-four-family residential properties. Our loans are primarily funded by local deposits such as demand, money market and savings accounts as well as certificates of deposit. At times, we will utilize advances from the Federal Home Loan Bank of Pittsburgh ("FHLB"). Certificates of deposit typically have a higher interest rate than savings and demand deposit accounts. We have experienced consistently strong loan growth and for funding have relied primarily on certificates of deposits. Our tax-equivalent net interest margin was 3.05% for the year ended December 31, 2017 and 3.07% for the year ended December 31, 2016. The cost of funds ratio increased for the year ended December 31, 2017

to 1.42% from 1.29% for the year ended December 31, 2016.

Comparison of Financial Condition at December 31, 2017 and December 31, 2016

Total assets increased by \$36,649,000, or 12.7%, to \$325,903,000 at December 31, 2017. This increase was principally reflected in a \$29,242,000 increase in loans and a \$6,401,000 increase in investment securities.

84

TABLE OF CONTENTS

Cash and due from banks decreased by \$684,000, or 28.9%, to \$1,686,000 at December 31, 2017 due to normal business fluctuations.

Investment securities available for sale, which excludes our investment in FHLB restricted stock, increased \$6,745,000, or 9.6%, to \$72,810,000 at December 31, 2017, from \$66,065,000 at December 31, 2016. The increase reflected the reinvestment of proceeds from sales and calls reinvested back into the portfolio and new purchases for increased investment opportunities. Investment in FHLB restricted stock increased \$452,000, or 11.3%, from \$3,983,000 at December 31, 2016 to \$4,435,000 at December 31, 2017. We are required to hold FHLB stock to participate in FHLB credit products and the FHLB's mortgage partnership finance program ("MPF Loan Program"). The amount held is governed by the extent of our participation in those programs.

Net loans increased \$29,242,000 from \$209,687,000 at December 31, 2016 to \$238,929,000 at December 31, 2017, or 13.9%. The net change in the loan portfolio occurred in several areas: residential real estate loans increased \$16,711,000, commercial real estate loans increased \$11,280,000, and construction loans decreased \$1,749,000 for the year ended December 31, 2017.

Total liabilities at December 31, 2017 were \$302,396,000, an increase of \$37,493,000, or 14.2%, from \$264,903,000 at December 31, 2016. The increase is principally reflected in three areas: an increase in deposits of \$16,929,000, or 8.8%, an increase in borrowed funds of \$13,629,000, or 20.4%, and an increase in subordinated debt of \$6,882,000, or 129.1%, from December 31, 2016 to December 31, 2017. The increase in subordinated debt occurred when the holding company was formed during 2017 and issued \$7,000,000 in 10-year debt at 6.5%.

Total deposits increased from \$191,965,000 at December 31, 2016 to \$208,893,000 at December 31, 2017. The increase of \$16,929,000, or 8.8%, in total deposits was the result of an increase in non-interest bearing demand deposits, a decrease in savings deposits, a decrease in interest bearing demand deposits, an increase in money market accounts and an increase in certificates of deposit. Non-interest bearing demand deposits increased \$2,754,000, or 12.4%, from \$22,300,000 at December 31, 2016 to \$25,054,000 at December 31, 2017. Savings deposits decreased \$1,592,000, or 12.4%, from \$12,815,000 at December 31, 2016 to \$11,223,000 at December 31, 2017. Interest bearing demand deposit accounts decreased \$988,000, or 10.7%, during 2017. Money market accounts increased \$2,754,000, or 9.4%, from \$29,421,000 at December 31, 2016 to \$32,175,000 at December 31, 2017. Certificates of deposit increased \$14,000,000, or 11.8%, from \$118,201,000 at December 31, 2016 to \$132,201,000 at December 31, 2017. The increase in certificates of deposit included an increase in certificates of deposit over \$250,000 of \$1,995,000, or 14.6%.

Stockholders' equity was \$23,507,000, or 7.2%, of total assets, at December 31, 2017, compared to \$24,352,000, or 8.4%, of total assets, at December 31, 2016. Stockholders' equity declined \$845,000, or 3.5%, during 2017 and included both additions to equity and reductions from equity. The additions were: net income of \$1,682,000, an increase in other comprehensive income of \$252,000, stock based compensation of \$57,000, the exercise of 12,954 stock options for \$77,000, and the exercise of 37,000 Class B warrants for \$370,000. The reductions were: the acquisition of treasury stock for \$228,000, dividends paid on preferred stock of \$85,000 and the redemption of preferred stock ("SBLF") of \$2,970,000.

Comparison of Operating Results for the Years Ended December 31, 2017 and December 31, 2016

Net Income. Net income increased \$177,000, or 11.8%, to \$1,682,000 for the year ended December 31, 2017, from \$1,505,000 for the year ended December 31, 2016. The increase is primarily reflected by the increase in the net interest income after provision for loan losses of \$411,000, or 5.1%, to \$8,496,000 for the year ended December 31, 2017, from \$8,085,000 for the year ended December 31, 2016.

Net Interest Income. The \$411,000 increase in net interest income from 2016 to 2017 reflected an increase of \$1,381,000 in interest and dividend income to \$12,542,000 in the year ended December 31, 2017, from \$11,161,000 in the year ended December 31, 2016, net of an increase of \$626,000 in interest expense to \$3,756,000 for the year ended December 31, 2017 from \$3,130,000 for the year ended December 31, 2016. The increase in interest and dividend income was mainly the result of a \$29,242,000 increase in the balance of loans in the loan portfolio. Interest expense increased primarily as a result of the \$16,929,000 increase in total deposits.

TABLE OF CONTENTS

For the year ended December 31, 2017, the average yield on interest-earning assets was 4.28%, compared to 4.18% for the year ended December 31, 2016. The average cost of interest-bearing liabilities was 1.42% for the year ended December 31, 2017, compared to 1.29% for the year ended December 31, 2016. The average balance of interest-earning assets increased by \$24,807,000 to \$304,717,000 for the year ended December 31, 2017, compared to \$279,910,000 for the year ended December 31, 2016. The average balance of interest-bearing liabilities increased by \$22,054,000 to \$264,844,000 for the year ended December 31, 2017, from \$242,790,000 for the year ended December 31, 2016.

The average tax-equivalent interest rate spread was 2.86% for 2017 compared to 2.90% for 2016. The average tax-equivalent net interest margin was 3.05% for 2017, compared to 3.07% for 2016.

Provision for Loan Losses. The provision for loan losses increased \$344,000, or 12.6%, to \$290,000 for the year ended December 31, 2017 from \$(54,000) for the year ended December 31, 2016. The ratio of nonperforming assets to total assets was 1.04% for the year ended December 31, 2017 and there were no loan charge-offs for the year ended December 31, 2017.

Noninterest Income and Gain on Sale of Securities. Noninterest income was \$143,000 for the year ended December 31, 2017, and \$517,000 for the year ended December 31, 2016. This decrease of \$374,000 resulted primarily from the downsizing of our mortgage origination group. This action was taken to improve profitability for Monument Bank from related cost savings. Gains on the sale of securities were \$11,000 for the year ended December 31, 2017, and \$154,000 for the year ended December 31, 2016. The gains were strategic in nature as securities were sold to fund commercial loan growth.

Noninterest Expense. Noninterest expense decreased by \$570,000, or 8.3%, to \$6,297,000 for the year ended December 31, 2017 from \$6,867,000 for the year ended December 31, 2016. The decrease was principally in salaries and benefits and occupancy savings related to the downsizing of the mortgage origination group. Additional savings in professional fees, FDIC expense, data processing and other expenses were offset by a loss on the sale of other real estate owned.

Income Taxes. Deferred income tax expense was impacted by the income tax rate change from 34% to 21% for tax years beginning on or after January 1, 2018 as the result of the Tax Cuts and Jobs Act enacted in December 2017. Included in deferred tax expense for 2017 was \$121,000 related to the remeasurement of net deferred tax assets due to the tax rate change. Taxes also increased in 2017 compared to 2016 due to increased pretax income.

Average Balances and Yields

The following table sets forth average balance sheets, average yields and costs, and certain other information for the periods indicated. All average balances are based upon daily averages, unless otherwise noted. The yields set forth include the effect of deferred fees, discounts and premiums that are amortized or accreted to interest income or expense. All averages and yields reflect activity at the bank level.

(In Thousands)	December 2017			December 2016		
	Average Balance(1)	Tax-equivalent Interest(2)	Tax-equivalent Rate	Average Balance(1)	Tax-equivalent Interest(2)	Tax-equivalent Rate
Assets:						
Commercial loans (net)	\$ 223,856	\$ 10,470	4.63%	\$ 196,878	\$ 9,251	4.65%
Mortgage loan held for sale	104	4	4.14%	1,157	44	3.80%
Investment securities	39,478	836	2.12%	32,105	518	1.61%
Tax free investment securities	34,085	1,460	4.28%	38,121	1,622	4.25%
Fed funds sold	1,833	19	1.06%	6,545	33	0.50%
FHLB stock	4,968	245	4.93%	4,708	244	5.18%
FHLB cash account	391	4	0.91%	395	1	0.27%

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Total interest earning assets	304,717	13,038	4.28%	279,910	11,712	4.18%
Noninterest earning assets	8,389			6,376		
Total assets	\$ 313,106			\$ 286,285		

86

TABLE OF CONTENTS

(In Thousands)	December 2017			December 2016		
	Average Balance(1)	Tax-equivalent Interest(2)	Tax-equivalent Rate	Average Balance(1)	Tax-equivalent Interest(2)	Tax-equivalent Rate
Liabilities and Equity:						
Interest bearing demand deposits	\$ 10,954	\$ 16	0.14%	\$ 9,644	\$ 15	0.15%
Money market and savings deposits	49,031	322	0.66%	33,116	149	0.45%
Certificates of deposit	116,287	1,732	1.49%	126,813	1,905	1.50%
Borrowed funds	77,839	880	1.13%	67,827	662	0.98%
Subordinated debt	10,733	807	7.52%	5,390	399	7.40%
Total Interest bearing liabilities	264,844	3,756	1.42%	242,790	3,130	1.29%
Non interest bearing liabilities and equity	48,262			43,495		
Total liabilities and equity	\$ 313,106			\$ 286,285		
Tax-equivalent net interest income/net interest spread		9,282	2.86%		8,582	2.90%
Tax-equivalent net interest margin(3)			3.05%			3.07%
Tax-equivalent adjustment		496			551	
Net interest income		\$ 8,786			\$ 8,031	
Net interest earning assets	\$ 39,873			\$ 37,119		
Average interest earning assets to average interest bearing liabilities			115.06%			115.29%

(1)
Average loan balances include non-accrual loans.

(2)
Yields and interest income on tax-exempt assets have been computed on a fully tax-equivalent basis assuming a 34% tax rate in 2017 and 2016.

(3)
Tax-equivalent net margin equals tax-equivalent net interest income divided by average earning assets..

Comparison of Financial Condition at September 30, 2018 and December 31, 2017

Total assets increased by \$35,364,000, or 10.9%, to \$361,267,000 at September 30, 2018 from December 31, 2017. The increase was the result of an \$11,396,000 increase in commercial loans and an increase of \$24,767,000 in securities available for sale.

Cash and due from banks at September 30, 2018 was basically unchanged at \$1,686,000 from \$1,666,000 at December 31, 2017.

Investment securities available for sale increased \$24,767,000, or 34.0%, to \$97,577,000 at September 30, 2018 from \$72,810,000 at December 31, 2017. This change reflects a strategic shift in the investment portfolio. In January 2018

we sold just over \$27,000,000 in fixed rate municipal securities. The gain on this sale was \$730,000. Between January 2018 and July 2018 we increased the Student Loan-backed securities portfolio and the corporate securities portfolio by roughly \$58,000,000. 100% of these securities are floating rate investments tied to three-month LIBOR. This change was made to improve Monument Bank's overall asset-liability mix and make the bank less sensitive to interest rates changes.

Federal funds sold increased from \$539,000 at December 31, 2017 to \$741,000 at September 30, 2018. Federal funds sold increased due to normal operations.

Total net loans increased \$11,396,000, or 4.8%, from \$238,929,000 at December 31, 2017 to \$250,325,000 at September 30, 2018. The net increase in the loan portfolio was principally in loans secured by 1-4 family residential dwellings, which increased \$9,261,000.

Total liabilities at September 30, 2018 were \$335,133,000, an increase of \$32,405,000, or 10.7%, from \$302,728,000 at December 31, 2017. The increase principally reflected an increase in deposits of \$46,496,000, or 22.2%, from December 31, 2017 to September 30, 2018 and a reduction in borrowings of \$14,184,000, or 17.62%, over the same period.

87

TABLE OF CONTENTS

Total deposits increased from \$208,893,000 at December 31, 2017 to \$255,389,000 at September 30, 2018. The increase of \$46,496,000, or 22.2%, in total deposits was the result of increases in all three major deposit categories: demand deposits, money market and savings deposits, and certificates of deposit. Demand deposits increased \$2,876,000, or 8.6%, from \$33,294,000 at December 31, 2017 to \$36,170,000 at September 30, 2018. Money market and savings deposits increased \$28,859,000, or 66.5%, from \$43,398,000 at December 31, 2017 to \$72,257,000 at September 30, 2018. Certificates of deposit increased \$14,710,000, or 11.1%, from \$132,252,000 at December 31, 2017 to \$146,962,000 at September 30, 2018.

Stockholders' equity was \$26,134,000, or 7.2% of total assets, at September 30, 2018 compared to \$23,507,000, or 7.2% of total assets, at December 31, 2017. This increase in stockholder's equity of \$2,627,000, or 11.2%, principally reflects year-to-date net income of \$1,836,000, the exercise of the remaining 160,947 Class B Warrants for \$10.00 each between January 1, 2018 and February 22, 2018 for \$1,609,000, and a reduction on the unrecognized gain on securities of \$709,000 from \$789,000 at December 31, 2017 to \$80,000 at September 30, 2018.

Comparison of Operating Results for the Nine months Ended September 30, 2018 and September 30, 2017

Net Income. Net income increased \$376,000, or 25.7%, to \$1,837,000 for the nine months ended September 30, 2018, compared to \$1,461,000 for the nine months ended September 30, 2017. The increase reflected the income tax rate change under the Tax Cuts and Jobs Act enacted in December 2017, which changed the corporate tax rate to 21% for the nine months ended September 30, 2018 compared to 34% for the nine months ended September 30, 2017. Net interest income increased \$613,000, or 9.4%, to \$7,138,000 for the nine months ended September 30, 2018, compared to \$6,525,000 for the nine months ended September 30, 2017. The provision for loan losses increased \$195,000, with a \$200,000 provision expense booked for the nine months ended September 30, 2017, and a \$395,000 provision booked for the nine months ended September 2018. Noninterest income increased \$708,000, or 580.3%, to \$830,000 for the nine months ended September 2018, compared to \$122,000 for the nine months ended September 30, 2017.

This increase is attributable to the gain on sale of investment securities of \$730,000. Noninterest expenses increased by \$828,000, or 18.3%, for the nine months ended September 30, 2018 compared to the nine months ended September 30, 2017.

Net Interest Income. The \$613,000 increase in net interest income primarily reflected an increase of \$1,636,000 in interest and dividend income to \$10,859,000 in the nine months ended September 30, 2018, compared to \$9,223,000 in the nine months ended September 30, 2017, and an increase of \$1,023,000 in interest expense to \$3,721,000 for the nine months ended September 30, 2018 from \$2,698,000 for the nine months ended September 30, 2017. The increase in interest and dividend income was mainly the result of higher balances on earning assets as well as improved yields on earning assets, with a tax-equivalent yield of 4.45% for the nine months ended September 30, 2018 compared to a 4.22% yield for the nine months ended September 30, 2017. The interest expense increase was a result of an increase in all interest bearing liability balances as well as an increase in interest rates for all liabilities. The certificate of deposit average rate paid increased to 1.74% for the nine months ended September 30, 2018, from 1.47% for the nine months ended September 30, 2017.

For the nine months ended September 30, 2018, the average tax-equivalent yield on interest-earning assets was 4.45%, compared to 4.22% for the nine months ended September 30, 2017. The average cost of interest-bearing liabilities was 2.43% for the nine months ended September 30, 2018, compared to 1.85% for the nine months ended September 30, 2017. The average tax-effected interest rate spread was 2.02% for the nine months ended September 30, 2018 and 2.38% for the nine months ended September 30, 2017. The average tax-equivalent net interest margin was 2.18% for the nine months ended September 30, 2018, compared to 2.49% for the nine months ended September 30, 2017.

Provision for Loan Losses. The provision for loan losses for the nine months ended September 30, 2018 was \$395,000 compared to \$200,000 for the nine months ended September 30, 2017. The ratio of nonperforming assets to total assets was 0.66% and the ratio of net charge offs/average loans was 0.10% for nine months ended September 30, 2018.

TABLE OF CONTENTS

Noninterest Income and Gain on Sale of Securities. Noninterest income was \$100,000 for the nine months ended September 30, 2018, which was a decrease of \$11,000, or 9.9%, from \$111,000 for the nine months ended September 30, 2017. There was no significant area of decrease. Gains on the sale of securities were \$730,000 for the nine months ended September 30, 2018, and \$11,000 for the nine months ended September 30, 2017.

Noninterest Expense. Noninterest expense increased by \$828,000, or 18.3%, to \$5,356,000 for the nine months ended September 30, 2018, compared to \$4,528,000 for the nine months ended September 30, 2017. The increase included \$549,000 more in OREO valuation reductions, \$39,000 more in OREO expenses, and \$50,000 more in loan workout expenses for the nine months ended September 30, 2018 than for the nine months ended September 30, 2017.

Income Taxes. Income tax expense was impacted by the enacted income tax rate change from 34% to 21% for tax years beginning on or after January 1, 2018 as the result of the Tax Cuts and Jobs Act. Income tax expense for the nine months ended September 30, 2018 was \$380,000, compared to \$458,000 for the nine months ended September 30, 2017, with an increase of \$297,000, or 15.5%, in pretax income.

89

TABLE OF CONTENTS

COMPARISON OF SHAREHOLDERS' RIGHTS

The rights of Monument shareholders are governed by Pennsylvania law, including the Pennsylvania Business Corporation Law, which we refer to as the PBCL, and Monument's articles of incorporation and bylaws. The rights of C&N shareholders are governed by Pennsylvania law, including the PBCL, and C&N's articles of incorporation and bylaws.

Upon consummation of the merger, Monument shareholders will become C&N shareholders. Consequently, after the merger, the rights of such shareholders will be governed by the articles of incorporation and bylaws of C&N and Pennsylvania law, including the PBCL.

A comparison of the rights of Monument and C&N shareholders follows. The following discussion summarizes all material differences in the rights of shareholders of Monument and C&N, but is not intended to be a complete statement of all differences or a complete description of the specific provisions referred to therein. The description of the rights of C&N's shareholders also constitutes a description of the common stock of C&N.

Authorized Capital; Dividend and Liquidation Rights.

Monument: The authorized capital stock of Monument consists of ten million (10,000,000) shares of common stock, par value one dollar (\$1.00) per share and ten million (10,000,000) shares of preferred stock, par value one dollar (\$1.00) per share. All outstanding shares of common stock are of the same class and have equal rights and attributes. The holders of common stock are entitled to one vote per share on all matters submitted to vote. All shareholders are entitled to share equally in dividends which are declared. In the event of liquidation, the holders of common stock are entitled to share ratably in all assets after payment of all liabilities.

C&N: The authorized capital stock of C&N consists of twenty million (20,000,000) shares of common stock, par value one dollar (\$1.00) per share, and thirty thousand (30,000) shares of preferred stock, par value one thousand dollars (\$1,000.00) per share. All outstanding shares of common stock are of the same class and have equal rights and attributes. The holders of common stock are entitled to one vote per share on all matters submitted to a vote. All shareholders are entitled to share equally in dividends, if any. In the event of liquidation, the holders of common stock are entitled to share ratably in all assets remaining after payment of all liabilities.

Special Meeting of Shareholders

Monument: Special meetings may be called at any time by, the Chairman of the board, the President, a majority of the board of directors or by one (1) or more shareholders entitled to cast at least a majority of the votes which all shareholders are entitled to cast at the particular meeting.

C&N: Special meetings of the shareholders may be called at any time by the board of directors or by any three (3) or more shareholders owning in the aggregate, not less than twenty percent (20%) of the stock of C&N.

Preemptive Rights

Monument: There are no preemptive rights with respect to the common stock of Monument.

C&N: There are no preemptive rights with respect to the common stock of C&N.

Shareholder Nomination of Directors

Monument: Under Monument's bylaws, any shareholder who intends to nominate or to cause to have nominated any candidate for election to the board of directors (other than any candidate proposed by Monument's then-existing board of directors) shall so notify the Secretary of Monument in writing not less than sixty (60) days prior to the date of any meeting of shareholders called for the election of directors.

C&N: Under C&N's articles of incorporation, nomination for election to the board of directors may be made by the board of directors or by any shareholder of any outstanding class of capital stock of C&N entitled to cast a vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of C&N, shall be made in writing and shall be delivered or mailed to the President of C&N not less than fourteen (14) days nor more than fifty (50) days prior to any meeting of shareholders called for the election on directors.

TABLE OF CONTENTS

Number and Classification of Directors

Monument: The number of directors of Monument may not be less than five (5) nor more than twenty-five (25). Directors are divided into three (3) classes (Class A, B, or C) with each class as nearly equal in number as possible. The term of office of each Class of directors is three (3) years, so that the term of office of one Class of directors expires each year when their respective successors have been duly elected and qualified.

C&N: The number of directors of C&N may not be less than five (5) nor more than twenty-five (25). Directors are divided into three (3) classes (Class I, Class II, or Class III), with each class as nearly equal in number as possible. The term of office of each Class of directors is three (3) years, so that the term of office of one Class of directors expires each year when their respective successors have been duly elected and qualified.

Election of Directors; Cumulative Voting

Monument: At each meeting of shareholders of Monument called for the election of Monument directors, the shareholders shall have the right to one (1) vote for each director properly nominated. Monument shareholders do not have cumulative voting rights for the election of directors.

C&N: At each meeting of the shareholders of C&N called for the election of directors, the shareholders of C&N elect directors to succeed those directors whose terms expire at such meeting. There are no cumulative voting rights with respect to the election of directors of C&N.

Director Qualifications

Monument: To qualify as a director of Monument, such person must hold in his/her name shares of common stock of Monument totaling at a minimum one thousand dollars (\$1,000.00) in par value.

C&N: To qualify as a director of C&N, such person may not have attained the age of seventy-two (72) prior to the date of a regular annual meeting of the shareholders.

Vacancies

Monument: When a vacancy occurs on Monument's board of directors, such vacancy shall be filled in by a majority of the remaining members of the board of directors, though less than a quorum, and each person so appointed shall be a director until the expiration of the term of office to which he was appointed.

C&N: When a vacancy occurs among the directors, the remaining members of the board of directors, in accordance with the laws of the Commonwealth of Pennsylvania and the articles of incorporation of C&N, may appoint a director to fill such vacancy at any regular meeting of the board, or at a special meeting called for that purpose.

Special Meetings of the Board

Monument: Special meetings of the board may be called by the Chairman of the board or the President of Monument or upon the written request of three (3) directors.

C&N: Special meetings of the board may be called by the Chairman of the board or at the request of three (3) or more directors.

Pennsylvania Anti-Takeover Provisions

Under the PBCL, certain anti-takeover provisions apply to Pennsylvania "registered corporations." C&N is a registered corporation, but has not opted out of the anti-takeover provisions relating to control share acquisitions and disgorgement of profits by certain controlling persons under Chapter 25, Subchapters G and H, respectively, of the PBCL or the anti-takeover provisions relating the rights of shareholders to demand fair value for their stock following a control transaction and to business combination transactions with interested shareholders under Chapter 25, Subchapters E and F, respectively, of the PBCL. Monument is not a registered corporation and therefore is not subject to these anti-takeover provisions.

TABLE OF CONTENTS

Amendment of Articles of Incorporation

Monument: Amendment of Articles 7 (cumulative voting), 8 (preemptive rights), 9 (acceptance and rejection of tender or other offer), 10 (approval of certain entity transactions), 11 (authority to amend bylaws), and 12 (authority to amend Articles 7, 8, 9, 10, 11, and 12 of Monument's articles of incorporation) requires the affirmative vote of holders of at least seventy-five percent (75%) of the outstanding shares of the common stock of Monument. There is otherwise no express provision relating to the amendment of Monument's articles of incorporation. Therefore, under the Pennsylvania law, an amendment to the articles of incorporation requires the approval of the board of directors and, except in limited cases where a greater vote may be required, the affirmative vote of holders of a majority of the votes cast by all shareholders entitled to vote on the matter and the affirmative vote of holders of a majority of the votes cast by all shareholders within each class or series of shares if such class or series is entitled to vote on the matter as a class.

C&N: Amendment of Articles 8 (number of directors), 9 (classes of directors), 12 (approval of certain entity transactions), 13 (beneficial ownership), 14 (shareholder meeting required), 15 (authority to amend bylaws) and 16 (evaluation of offers for certain entity transactions) of C&N's articles of incorporation requires the affirmative vote of holders of at least seventy-five percent (75%) of the common stock of C&N unless at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the members of the board of directors of C&N approve the amendment, in which case, approval by the shareholders requires the affirmative vote of shareholders entitled to cast a majority of the votes that all shareholders are entitled to cast thereon. There is otherwise no express provision relating to the amendment of C&N's articles of incorporation. Therefore, under the Pennsylvania law, an amendment to the articles of incorporation requires the approval of the board of directors and, except in limited cases where a greater vote may be required, the affirmative vote of holders of a majority of the votes cast by all shareholders entitled to vote on the matter and the affirmative vote of holders of a majority of the votes cast by all shareholders within each class or series of shares if such class or series is entitled to vote on the matter as a class.

Amendment of Bylaws

Monument: Monument's bylaws may be amended by the affirmative vote of the holders of at least a majority of the outstanding shares of its common stock at any regular or special meeting duly convened after notice to the shareholders of that purpose or by a majority vote of the members of its board of directors at any regular or special meeting thereof duly convened after notice to the directors of that purpose, subject always to the power of the shareholders to change such action of the Board of Directors by the affirmative vote of the holders of a majority of the outstanding shares of common stock.

C&N: C&N's Bylaws may be amended upon a vote of a majority of the entire board of directors at any meeting of the board, provided ten (10) days notice of the proposed amendment has been given to each member of the board of directors, subject always to the power of the shareholders to make, amend, alter, change or repeal the bylaws of C&N by the affirmative vote of shareholders of common stock of C&N entitled to cast seventy five percent (75%) of the votes that all shareholders are entitled to cast thereon.

Required Vote for Certain Business Combinations.

Monument: Monument's articles of incorporation require the affirmative vote of at least seventy-five percent (75%) of Monument's common stock to approve a merger, consolidation or sale of substantially all of its assets unless the transaction is approved by at least seventy-five percent (75%) of all board members, in which case, approval requires holders of at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the outstanding shares of common stock to vote in favor of the transaction.

C&N: C&N's articles of incorporation require the affirmative vote of the holders of seventy-five percent (75%) of C&N's common stock to approve any merger, consolidation, sale of all or substantially all of the assets of C&N assets, share exchange in which a person or entity acquires C&N's issued and outstanding shares of capital stock pursuant to a vote of shareholders, or any transaction similar to, or having a similar effect to, any of the foregoing, unless such action is approved in advance by the affirmative vote of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the C&N board of directors, in which case the provisions of the Pennsylvania Business Corporation Law will apply as to whether or not

92

TABLE OF CONTENTS

shareholder approval is necessary. Under the Pennsylvania Business Corporation Law, a merger must be approved by the holders of a majority of the votes cast by all shareholders entitled to vote thereon, provided that no vote of the shareholders is required if: (i) the articles of incorporation of the surviving association are identical to the articles on incorporation of the corporation for which shareholder approval is not required, (ii) each outstanding share of the corporation for which shareholder approval is not required is to continue as or be converted into an identical share of the surviving association, and (iii) the plan of merger provides that the shareholders of the corporation for which shareholder approval is not required are to hold in the aggregate shares of the surviving association to be outstanding immediately after the effectiveness of the merger entitled to cast at least a majority of the votes entitled to be cast generally for the election of directors.

Indemnification

Both C&N's and Monument's bylaws provide for the indemnification of directors and officers against certain types of claims made against them. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

93

TABLE OF CONTENTS

LEGAL MATTERS

The validity of the C&N common stock to be issued in connection with the merger will be passed upon for C&N by Barley Snyder LLP, Lancaster, Pennsylvania. Certain U.S. federal income tax consequences relating to the merger will also be passed upon for C&N and Monument by Barley Snyder LLP.

EXPERTS

The consolidated financial statements of C&N as of December 31, 2017 and 2016 and for each of the three years in the period ended December 31, 2017 incorporated herein by reference from the C&N Annual Report on Form 10-K for the year ended December 31, 2017 and the effectiveness of C&N's internal controls over financial reporting as of December 31, 2017 have been audited by Baker Tilly Virchow Krause, LLP, an independent registered public accounting firm, as stated in their report thereon, incorporated herein by reference, in reliance upon such report and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Monument Bancorp, Inc. as of and for the years ended December 31, 2017 and 2016, and for each of the years in the two-year period ended December 31, 2017, have been included herein in reliance upon the report of S.R. Snodgrass, P.C., an independent registered public accounting firm, and upon the authority of said firm as experts in accounting and auditing.

TABLE OF CONTENTS

MONUMENT BANCORP, INC.

CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
SEPTEMBER 30, 2018

	Page Number
Financial Statements	
<u>Consolidated Balance Sheet (unaudited)</u>	<u>F-2</u>
<u>Consolidated Statement of Income (unaudited)</u>	<u>F-3</u>
<u>Consolidated Statement of Comprehensive Income (unaudited)</u>	<u>F-4</u>
<u>Consolidated Statement of Changes in Stockholders' Equity (unaudited)</u>	<u>F-5</u>
<u>Consolidated Statement of Cash Flows (unaudited)</u>	<u>F-6</u>
<u>Notes to the Unaudited Consolidated Financial Statements</u>	<u>F-7 – F-27</u>
F-1	

TABLE OF CONTENTS

MONUMENT BANCORP, INC.

CONSOLIDATED BALANCE SHEET (UNAUDITED)

	September 30, 2018	December 31, 2017
ASSETS		
Cash and due from banks	\$ 1,659,370	\$ 1,685,950
Interest-bearing deposits with other banks	219,231	198,465
Federal funds sold	741,425	529,000
Cash and cash equivalents	2,620,026	2,413,415
Investment securities available for sale; at fair value	96,327,412	71,559,989
Investment securities held to maturity	1,250,000	1,250,000
Loans receivable (net of allowance for loan losses of \$2,735,000 and \$2,590,000)	250,325,066	238,928,875
Accrued interest receivable	1,445,828	1,479,378
Premises and equipment	2,453,310	2,521,053
Regulatory stock	4,443,650	5,105,300
Other real estate owned	1,614,475	2,145,445
Other assets	787,205	499,450
TOTAL ASSETS	\$ 361,266,972	\$ 325,902,905
LIABILITIES		
Deposits	\$ 255,389,024	\$ 208,893,289
Short-term borrowings	22,000,000	13,500,000
Other borrowings	44,308,300	66,992,159
Subordinated debt	12,238,541	12,211,648
Accrued interest payable	563,036	430,808
Other liabilities	633,825	368,137
TOTAL LIABILITIES	335,132,726	302,396,041
STOCKHOLDERS' EQUITY		
Common stock, \$1.00 par value; 10,000,000 shares authorized; 1,577,553 and 1,392,804 issued at September 30, 2018 and December 31, 2017	1,577,553	1,392,804
Additional paid-in capital	14,251,150	12,937,350
Retained earnings	10,452,993	8,616,189
Treasury stock at cost, 12,954 shares	(227,990)	(227,990)
Accumulated other comprehensive income	80,540	788,511
TOTAL STOCKHOLDERS' EQUITY	26,134,246	23,506,864
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 361,266,972	\$ 325,902,905

See accompanying notes to the unaudited consolidated financial statements.

F-2

TABLE OF CONTENTS

MONUMENT BANCORP, INC.

CONSOLIDATED STATEMENT OF INCOME (UNAUDITED)

	Nine Months Ended September 30,	
	2018	2017
INTEREST AND DIVIDEND INCOME		
Loans, including fees	\$ 8,789,254	\$ 7,684,394
Investment securities	1,777,684	1,335,654
Other interest and dividend income	291,693	202,675
Total interest and dividend income	10,858,631	9,222,723
INTEREST EXPENSE		
Deposits	2,291,004	1,479,037
Borrowings	1,429,905	1,218,833
Total interest expense	3,720,909	2,697,870
NET INTEREST INCOME	7,137,722	6,524,853
Provision for loan losses	395,000	200,000
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	6,742,722	6,324,853
NONINTEREST INCOME		
Service fees on deposit accounts	16,035	17,711
Investment securities gains, net	729,821	11,162
Gain on sale of loans, net	9,512	50,770
Other	73,699	42,414
Total noninterest income	829,067	122,057
NONINTEREST EXPENSE		
Compensation and employee benefits	2,788,558	2,762,855
Occupancy and equipment	283,941	312,301
Advertising	119,997	105,000
Professional fees	218,364	205,596
Federal deposit insurance expense	77,841	93,976
Data processing	440,181	388,043
Pennsylvania shares tax expense	144,286	143,287
Loss on other real estate owned	548,929	—
Other	733,089	516,340
Total noninterest expense	5,355,186	4,527,398
Income before income taxes	2,216,603	1,919,512
Income taxes	379,799	458,487
NET INCOME	1,836,804	1,461,025
Dividend on preferred stock	—	85,388
Income available to common stockholders	\$ 1,836,804	\$ 1,375,637
EARNINGS PER SHARE:		
Basic	\$ 1.20	\$ 1.02

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Diluted	1.18	0.93
WEIGHTED-AVERAGE SHARES OUTSTANDING:		
Basic	1,530,616	1,342,619
Diluted	1,554,970	1,479,012

See accompanying notes to the unaudited consolidated financial statements.

F-3

TABLE OF CONTENTS

MONUMENT BANCORP, INC.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (UNAUDITED)

	Nine Months Ended September 30,	
	2018	2017
Net income	\$ 1,836,804	\$ 1,461,025
Net unrealized gain (loss) on investment securities available for sale	(169,466)	779,276
Tax effect	38,054	(264,955)
Reclassification adjustment for gains recognized in net income	(729,821)	(11,162)
Tax effect	153,262	3,795
Other comprehensive income (loss), net of tax	(707,971)	506,954
Total comprehensive income	\$ 1,128,833	\$ 1,967,979

See accompanying notes to the unaudited consolidated financial statements.

F-4

TABLE OF CONTENTS

MONUMENT BANCORP, INC.

CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY (UNAUDITED)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income	Total Stockholders' Equity
Balance, December 31, 2017	\$ 1,392,804	\$ 12,937,350	\$ 8,616,189	\$ (227,990)	\$ 788,511	\$ 23,506,864
Net income	—	—	1,836,804	—	—	1,836,804
Other comprehensive loss	—	—	—	—	(707,971)	(707,971)
Issuance of common stock (5 shares)	5	83	—	—	—	88
Stock-based compensation	—	16,488	—	—	—	16,488
Stock options exercised (23,213 shares)	23,213	(150,710)	—	—	—	(127,497)
Vesting of restricted stock (584 shares)	584	(584)	—	—	—	—