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

FORM 10-Q

þ **Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended September 30, 2008

or

o **Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from __________ to __________

001-32590
(Commission File No.)

COMMUNITY BANKERS TRUST CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**20-2652949**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
4235 Innslake Drive **Glen Allen, Virginia**	**23060**
(Address of principal executive offices)	*(Zip Code)*

(804) 934-9999
(Registrant's telephone number, including area code)

Indicate by mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes þ No o

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

Large accelerated o Accelerated filer o Non-accelerated filer o Smaller reporting company þ

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No þ

As of November 12,2008, there were 21,468,455 shares of the Company's common stock outstanding.

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PART I — FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

COMMUNITY BANKERS TRUST CORPORATION
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
SEPTEMBER 30, 2008 AND DECEMBER 31, 2007
(dollars in thousands)

	September 30, 2008 Unaudited	December 31, 2007
Assets		
Cash and due from banks	$ 11,585	$ 162
Interest bearing bank deposits	9,999	—
Federal funds sold	—	—
Total cash and cash equivalents	21,584	162
United States Treasury securities held in trust fund	—	58,453
Securities available for sale, at fair value	79,935	—
Securities held to maturity, fair value of $2,968 at September 30, 2008	3,000	—
Equity securities, restricted, at cost	3,677	—
Total securities	86,612	58,453
Loans	504,481	—
Allowance for loan losses	(6,235)	—
Net loans	498,246	—
Bank premises and equipment	23,092	—
Other real estate owned	398	—
Bank owned life insurance	6,242	—
Core deposit intangibles, net	14,397	—
Goodwill	39,495	—
Other assets	4,974	826
Total assets	$ 695,040	$ 59,441
Liabilities		
Deposits:		
Noninterest bearing	$ 54,577	$ —
Interest bearing	431,192	—
Total deposits	485,769	—
Federal funds purchased	9,240	—
Federal Home Loan Bank advances	37,900	—
Trust preferred capital notes	4,124	—
Deferred payment to underwriter	—	2,100
Other liabilities	7,720	339
Total liabilities	$ 544,753	$ 2,439
Common stock, subject to conversion, 1,499,250 shares at conversion value	—	11,690
Stockholders' Equity		
Preferred stock (5,000,000 shares authorized $.01 par value)	—	—
Common stock (50,000,000 shares authorized $.01 par value) 21,468,455, 9,375,000 shares issued and outstanding at September 30, 2008 and December 31, 2007, respectively	215	94
Additional paid in capital	148,184	42,989
Retained earnings	2,719	2,229
Accumulated other comprehensive income (loss)	(831)	—
Total stockholders' equity	$ 150,287	$ 45,312
Total liabilities and stockholders' equity	$ 695,040	$ 59,441

See accompanying notes to unaudited consolidated financial statements

COMMUNITY BANKERS TRUST CORPORATION
UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2008 AND 2007
(dollars and shares in thousands, except per share data)

	For the three months ended		For the nine months ended	
	September 30, 2008	September 30, 2007	September 30, 2008	September 30, 2007
Interest and dividend income				
Interest and fees on loans	$ 8,497	$ —	$ 11,201	$ —
Interest on federal funds sold	22	—	68	—
Interest on deposits in other banks	83	—	83	—
Interest and dividends on securities				
Taxable	539	712	1,226	2,127
Nontaxable	333	—	443	—
Total interest income	9,474	712	13,021	2,127
Interest expense				
Interest on deposits	2,908	—	3,935	—
Interest on federal funds purchased	101	—	114	—
Interest on other borrowed funds	277	—	357	—
Total interest expense	3,286	—	4,406	—
Net interest income	6,188	712	8,615	2,127
Provision for loan losses	1,100	—	1,334	—
Net interest income after provision for loan losses	5,088	712	7,281	2,127
Noninterest income				
Service charges on deposit accounts	516	—	696	
Other	238	—	357	—
Total noninterest income	754	—	1,053	—
Noninterest expense				
Salaries and employee benefits	2,375	—	2,949	—
Occupancy expenses	346	—	458	—
Equipment expenses	292	—	400	—
Professional fees	375	—	475	—
Data processing fees	285	—	389	—
Amortization of intangibles	406	—	554	—
Other operating expenses	577	112	1,366	363
Total noninterest expense	4,656	112	6,591	363
Net income before income taxes	1,186	600	1,743	1,764
Income tax expense	234	228	392	743
Net income	$ 952	$ 372	$ 1,351	$ 1,021
Net (loss) income per share — basic	$ 0.04	$ 0.04	$ 0.09	$ 0.11
Net (loss) income per share — diluted	$ 0.04	$ 0.03	$ 0.08	$ 0.09
Weighted average number of shares outstanding				
basic	21,469	9,375	14,750	9,375
diluted	21,486	11,814	16,197	11,750

See accompanying notes to unaudited consolidated financial statements

COMMUNITY BANKERS TRUST CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008 AND 2007
(Unaudited)
(dollars in thousands)

	Common Stock		Additional	Retained	Accumulated Other	
	Shares	Amount	Paid in Capital	Earnings	Comprehensive Loss	Total
Balance, December 31, 2006	9,375,000	$ 94	$ 43,141	$ 882	$ —	$ 44,117
Net income				1,021		1,021
Reevaluation of shares subject to redemption			(43)			(43)
Balance, September 30, 2007	9,375,000	$ 94	$ 43,098	$ 1,903	$ —	$ 45,095
Net income				326		326
Reevaluation of shares subject to redemption			(109)			(109)
Balance, December 31, 2007	9,375,000	$ 94	$ 42,989	$ 2,229	$ —	$ 45,312
Net income				1,351		1,351
Unrealized loss on securities available for sale, net of taxes					(831)	(831)
Total comprehensive income						520
Cash dividend, $0.04 per share, paid August 29, 2008				(861)		(861)
Redemption of shares related to appraisal rights	(2,272)		(11)			(11)
Common stock issued in connection bank acquisitions	12,095,727	121	105,206			105,327
Balance, September 30, 2008	21,468,455	$ 215	$ 148,184	$ 2,719	$ (831)	$ 150,287

See accompanying notes to unaudited consolidated financial statements

COMMUNITY BANKERS TRUST CORPORATION
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008 AND SEPTEMBER 30, 2007
(IN THOUSANDS)

	2008	2007
Operating activities:		
Net income	$ 1,351	$ 1,021
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and Intangibles Amortization	750	—
Provision for loan losses	1,334	—
Amortization of security premiums and accretion of discounts, net	54	—
Change in loans held for sale	721	—
Net (gain)/loss on sale of loans	(15)	—
Changes in assets and liabilities:		
Increase/(decrease) in other assets	(3,108)	(643)
Increase/(decrease) in accrued expenses and other liabilities	(3,190)	(301)
Net cash (used in) provided by operating activities	(2,103)	77
Investing activities:		
Proceeds from securities	65,131	—
Purchase of securities	(23,489)	(217)
Net increase in loans	(28,641)	—
Purchase of premises and equipment, net	(989)	—
Cash acquired in bank acquisitions	10,016	—
Net cash used in investing activities	22,028	(217)
Financing activities:		
Net decrease in noninterest bearing and interest bearing demand deposits	(5,693)	—
Net change in federal funds purchased	(1,095)	—
Net increase in Federal Home Loan Bank advances	20,000	—
Cash paid to redeem shares related to asserted appraisal rights	(11)	—
Cash dividends paid	(861)	
Cash paid to shareholders for converted shares	(10,843)	—
Net cash (used in) financing activities	1,497	—
Net increase in cash and cash equivalents	21,422	(140)
Cash and cash equivalents:		
Beginning of the period	162	537
End of the period	$ 21,584	$ 397
Supplemental disclosures of cash flow information:		
Interest paid	$ 4,689	$ —
Income taxes paid	$ —	$ —
Transfers of OREO property	$ 224	$ —
Transactions Related to the Acquisition of TFC and BOE		
Increase in assets and liabilities:		
Loans	$ 471,864	
Securities	$ 71,123	
Other Assets	$ 83,769	
Non-interest bearing deposits	$ 52,790	
Interest bearing deposits	$ 438,672	
Borrowings	$ 32,359	
Other liabilities	$ 8,861	

See accompanying notes to unaudited consolidated financial statements

COMMUNITY BANKERS TRUST CORPORATION
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. ORGANIZATION

Community Bankers Trust Corporation (the "Company") was incorporated in Delaware on April 6, 2005 under the name Community Bankers Acquisition Corp. as a blank check company whose objective was to merge with or acquire an operating commercial bank or bank holding company. On May 31, 2008, the Company changed its name to Community Bankers Trust Corporation in connection with the acquisitions of TransCommunity Financial Corporation, a Virginia corporation ("TFC"), and BOE Financial Services of Virginia, Inc., a Virginia corporation ("BOE").

Effective July 31, 2008, TransCommunity Bank, N.A. (Glen Allen, Virginia) was consolidated into Bank of Essex (Tappahannock, Virginia) under Bank of Essex's state charter. As a result, CBTC was a one-bank holding company as of September 30, 2008.

The consolidated statements presented include accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts have been eliminated. In the opinion of management, the accompanying financial statements contain all adjustments necessary to fairly present the financial position of the Company as of September 30, 2008 and December 31, 2007. The statements should be read in conjunction with the financial statements and Notes to Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2007.

The financial information with respect to the operations of CBAC, prior to the merger date, and including, the first quarter of 2008 and the first three quarters of 2007, do not provide any meaningful basis for comparison since CBAC was not an operating company during those periods. As a result of the acquisitions of TFC and BOE, the Company, on May 31, 2008, became an operating company. Consequently, the Company lacks consistent periods to report.

In the opinion of management, all adjustments (consisting of normal accruals) have been made that are necessary to present fairly the financial position of the Company as of September 30, 2008, and the results of its operations and its cash flows for the three months and nine months ended September 30, 2008 and 2007. At September 30, 2007, the Company had not yet commenced operations. All activity from April 6, 2005 (inception) through May 31, 2008 relates to the Company's formation, the public offering, and business combination. Upon approval by the Board of Directors, the Company changed its year end reporting to a calendar year end and reflected in its Annual Report on Form 10-K for the fiscal year ended December 31, 2007. Therefore, any information reported for the period ended September 30, 2007 includes nine months of operations for the Company.

The statements and related notes have been prepared pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (SEC). Accordingly, certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles are not presented pursuant to such rules and regulations, because the periods reported are not comparable.

2. ACCOUNTING POLICIES

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America and to the general practices within the banking industry. The interim financial statements have not been audited; however, in the opinion of management, all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the consolidated financial statements have been included. Operating results for the three and nine month periods ended September 30, 2008 are not necessarily indicative of the results that may be expected for the year ending December 31, 2008.

Certain reclassifications have been made to prior period balances to conform to the current period presentation.

3. RECENT ACCOUNTING PRONOUNCEMENTS

In December 2007, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 141(R), "Business Combinations" (SFAS 141(R)). The Standard will significantly change the financial accounting and reporting of business combination transactions. SFAS 141(R) establishes the criteria for how an acquiring entity in a business combination recognizes the assets acquired and liabilities assumed in the transaction; establishes the acquisition date fair value as the measurement objective for all assets acquired and liabilities assumed; and requires the acquirer to disclose to investors and other users all of the information they need to evaluate and understand the nature and financial effect of the business combination. Acquisition related costs including finder's fees, advisory, legal, accounting valuation and other professional and consulting fees are required to be expensed as incurred. SFAS 141(R) is effective for fiscal years beginning after December 15, 2008 and early implementation is not permitted. The Company does not expect the implementation to have a material impact on its consolidated financial statements.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements" (SFAS 160). SFAS 160 establishes accounting and reporting standards for ownership interests in subsidiaries held by parties other than the parent, the amount of consolidated net income attributable to the parent and to the noncontrolling interest, changes in a parent's ownership interest, and the valuation of retained noncontrolling equity investments when a subsidiary is deconsolidated. The Statement also establishes reporting requirements that provide sufficient disclosures to clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS 160 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. Earlier adoption is prohibited. The Company does not expect the implementation of SFAS 160 to have a material impact on its consolidated financial statements.

In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133" (SFAS 161). SFAS 161 changes the disclosure requirements for derivative instruments and hedging activities. Entities are required to provide enhanced disclosures about how and why an entity uses derivative instruments, how derivative instruments and related hedged items are accounted for under Statement 133 and its related interpretations, and how derivative instruments and related hedged items affect an entity's financial position, financial performance and cash flows. SFAS 161 is effective for fiscal years and interim periods beginning after November 15, 2008, with early application permitted. The Company does not expect the implementation of SFAS 161 to have a material impact on its consolidated financial statements.

In May 2008, the FASB issued SFAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles" (SFAS 162). This Statement identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles in the United States. SFAS 162 becomes effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board amendments to Interim Auditing Standards Section 411. The Company does not expect the implementation of SFAS 162 to have a material impact on its consolidated financial statements.

In February 2008, the FASB issued FASB Staff Position (FSP) No. 157-2, "Effective Date of FASB Statement No. 157" (FSP 157-2). FSP FAS 157-2 delays the effective date of SFAS 157, "Fair Value Measurements," for nonfinancial assets and nonfinancial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). The delay is intended to allow the FASB and constituents additional time to consider the effect of various implementation issues that have arisen, or that may arise, from the application of Statement 157. FSP 157-2 defers the effective date of Statement 157 to fiscal years beginning after November 15, 2008, and interim periods within those fiscal years, for items within the scope of this FSP. Examples of items to which the deferral would and would not apply are listed in the FSP. The Company does not expect the implementation of FSP 157-2 to have a material impact on its consolidated financial statements.

In April 2008, the FASB issued FSP 142-3, "Determination of the Useful Life of Intangible Assets" (FSP 142-3). This FSP amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under SFAS 142, "Goodwill and Other Intangible Assets." The intent of this FSP is to improve the consistency between the useful life of a recognized intangible asset under SFAS 142 and the period of expected cash flows used to measure the fair value of the asset under SFAS 141(R), "Business Combinations," and other U.S. generally accepted accounting principles. This FSP is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. Early adoption is prohibited. The Company does not expect the implementation of FSP 142-3 to have a material impact on its consolidated financial statements.

In May 2008, the FASB issued FSP Accounting Principles Board No. 14-1, “Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)” (FSP APB 14-1). FSP APB 14-1 clarifies that convertible debt instruments that may be settled in cash upon conversion (including partial cash settlement) are not addressed by paragraph 12 of APB Opinion No. 14, “Accounting for Convertible Debt and Debt Issued with Stock Purchase Warrants.” The FSP requires that issuers of such instruments should separately account for the liability (debt) and equity (conversion option) components in a manner that reflects the issuer’s nonconvertible debt borrowing rate. FSP APB 14-1 is effective for financial statements issued for fiscal years beginning after December 15, 2008 and interim periods within those years. The Company does not expect the implementation of FSP APB 14-1 to have a material impact on its consolidated financial statements.

In October 2008, the FASB issued FSP 157-3, “Determining the Fair Value of a Financial Asset When the Market for That Asset Is Not Active” (FSP 157-3). FSP 157-3 clarifies the application of SFAS 157, “Fair Value Measurements,” in a market that is not active and provides an example to illustrate key considerations in determining the fair value of a financial asset when the market for that financial asset is not active. This FSP was effective upon issuance, including prior periods for which financial statements have not been issued.

4. MERGERS AND ACQUISITIONS

On September 7, 2007, the Company issued a press release and filed a Current Report on Form 8-K reporting that it had entered into an Agreement and Plan of Merger, dated as of September 5, 2007, with TransCommunity Financial Corporation (the “TFC Agreement”), which provided for the merger of TFC with and into Company. Effective May 31, 2008 at 11:58 p.m., the Company consummated the merger between the Company and TFC pursuant to the terms of the TFC Agreement (the “TFC Merger”). In connection with the TFC Merger, TransCommunity Bank, N.A., a wholly-owned subsidiary of TFC, became a wholly-owned subsidiary of the Company. The material terms of the TFC Merger Agreement and certain financial and other information about the Company and TFC are contained in the Company’s registration statement on Form S-4 (SEC File No. 333-148675) originally filed January 15, 2008, as amended, the definitive joint proxy statement/prospectus thereto, filed March 31, 2008 (hereinafter referred to as the “TFC Merger Proxy”), TFC’s annual report on Form 10-K for the year ended December 31, 2007, filed March 31, 2008 (SEC File No. 000-33355), and TFC’s quarterly report on Form 10-Q for the quarter ended March 31, 2008, filed May 15, 2008 (SEC File No. 000-33355).

The transaction with TFC was valued at $53.0 million. Total consideration paid to TFC shareholders consisted of 6,544,840 shares of the Company’s common stock issued. The transaction resulted in total assets acquired as of May 31, 2008 of $268.8 million, including $241.9 million of loans; liabilities assumed were $241.7 million, including $232.1 million of deposits. As a result of the TFC Merger, the Company recorded $22.2 million of goodwill and $5.3 million of core deposit intangibles.

On September 14, 2007, the Company issued a press release and filed a Current Report on Form 8-K reporting that it had entered into an Agreement and Plan of Merger, dated as of December 14, 2007, with BOE Financial Services of Virginia, Inc. (the “BOE Agreement”), which provided for the merger of BOE with and into Company. Effective May 31, 2008 at 11:59 p.m., the Company consummated the merger between the Company and BOE pursuant to the terms of the BOE Agreement (the “BOE Merger”). In connection with the BOE Merger, Bank of Essex, a wholly-owned subsidiary of BOE, became a wholly-owned subsidiary of the Company. The material terms of the BOE Merger Agreement and certain financial and other information about the Company and BOE are contained in the Company’s registration statement on Form S-4 (SEC File No. 333-149384) originally filed February 26, 2008, as amended, the definitive joint proxy statement/prospectus thereto, filed March 31, 2008 (hereinafter referred to as the “BOE Merger Proxy”), BOE’s annual report on Form 10-K for the year ended December 31, 2007, filed March 31, 2008 (SEC File No. 000-31711), and BOE’s quarterly report on Form 10-Q for the quarter ended March 31, 2008, filed May 15, 2008 (SEC File No. 000-31711).

The transaction with BOE was valued at $53.9 million. Total consideration paid to BOE shareholders consisted of 6,957,405 shares of the Company’s common stock issued. This transaction resulted in total assets acquired as of May 31, 2008 of $317.6 million, including $233.3 million of loans; liabilities assumed were $288.0 million, including $256.4 million of deposits. As a result of the BOE Merger, the Company recorded $17.3 million of goodwill and $9.7 million of core deposit intangibles.

The transactions were valued at a combined $106.9 million. The transactions resulted in total assets acquired as of May 31, 2008 of $587.8 million, including $475.9 million of loans; liabilities assumed were $525.4 million, including $488.5 million of deposits. As a result of the mergers, the Company recorded $39.5 million of goodwill and $15.0 million of core deposit intangibles.

Prior to the mergers, $54.35 million of the net proceeds from the CBAC initial public offering including $2.1 million of deferred underwriting discounts and commissions was held in trust by CBAC for the purpose of completing a business combination. Of such funds, $45.6 million was released to the Company upon completion of the TFC Business Combination and BOE Merger, after payment of the deferred discount and $10.8 million to stockholders who converted their shares to cash.

5. GOODWILL AND INTANGIBLE ASSETS

The Company follows SFAS 142, *Goodwill and Other Intangible Assets*, which prescribes the accounting for goodwill and intangible assets subsequent to initial recognition. Provisions within SFAS 142 discontinue any amortization of goodwill and intangible assets with indefinite lives, and require at least an annual impairment review or more often if certain impairment conditions exist. With the TFC and BOE mergers consummated May 31, 2008, there were significant amounts of goodwill and other intangible assets recorded, and no impairments were experienced in the periods reported.

Core deposit intangible assets are amortized over the period of expected benefit, ranging from 2.6 to 9 years. Due to the mergers with TFC and BOE on May 31, 2008, the Company recorded approximately $15.0 million in core deposit intangible assets and $39.5 million in goodwill. Core deposit intangible assets related to the mergers are being amortized over 9 years.

Goodwill and other intangible assets as of September 30, 2008, are presented in the following table:

(dollars in thousands)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Goodwill	$ 39,495	$ —	$ 39,495
Core deposit intangibles	14,951	554	14,397

6. FAIR VALUE MEASUREMENTS

The Company utilizes fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. Securities available-for-sale, trading securities and derivatives, if present, are recorded at fair value on a recurring basis. Additionally, from time to time, the Company may be required to record at fair value other assets on a nonrecurring basis, such as loans held for sale, loans held for investment and certain other assets. These nonrecurring fair value adjustments typically involve application of lower of cost or market accounting or write-downs of individual assets.

Fair Value Hierarchy

Under SFAS 157, *Fair Value Measurement*, the Company groups assets and liabilities at fair value in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

Level 1 — Valuation is based upon quoted prices for identical instruments traded in active markets.

Level 2 — Valuation is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.

Level 3 — Valuation is generated from model-based techniques that use at least one significant assumption not observable in the market. These unobservable assumptions reflect estimates of assumptions that market participants would use in pricing the asset or liability. Valuation techniques include use of option pricing models, discounted cash flow models and similar techniques.

Following is a description of valuation methodologies used for assets and liabilities recorded at fair value.

Investment Securities Available-for-Sale

Investment securities available-for-sale are recorded at fair value each reporting period. Fair value measurement is based upon quoted prices, if available. If quoted prices are not available, fair values are measured using independent pricing models or other model-based valuation techniques such as the present value of future cash flows, adjusted for the security's credit rating, prepayment assumptions and other factors such as credit loss assumptions. Level 1 securities include those traded on an active exchange, such as the New York Stock Exchange, U.S. Treasury securities that are traded by dealers or brokers in active over-the-counter markets and money market funds. Level 2 securities include mortgage-backed securities issued by government sponsored entities, municipal bonds and corporate debt securities. Securities classified as Level 3 include asset-backed securities in less liquid markets.

Loans

The Company does not record unimpaired loans held for investment at fair value each reporting period. However, from time to time, a loan is considered impaired and an allowance for loan losses is established. Loans for which it is probable that payment of interest and principal will not be made in accordance with the contractual terms of the loan agreement are considered impaired. Once a loan is identified as individually impaired, management measures impairment in accordance with SFAS 114, *Accounting by Creditors for Impairment of a Loan*. The fair value of impaired loans is estimated using one of several methods, including collateral value, market value of similar debt, enterprise value, liquidation value and discounted cash flows. Those impaired loans not requiring an allowance represent loans for which the fair value of the expected repayments or collateral exceed the recorded investments in such loans. At September 30, 2008, substantially all of the total impaired loans were evaluated based on the fair value of the collateral. In accordance with SFAS 157, impaired loans where an allowance is established based on the fair value of collateral require classification in the fair value hierarchy. When the fair value of the collateral is based on an observable market price or a current appraised value, the Company records the impaired loan as nonrecurring Level 2. When an appraised value is not available or management determines the fair value of the collateral is further impaired below the appraised value and there is no observable market price, the Company records the impaired loan as nonrecurring Level 3.

Foreclosed Assets

Foreclosed assets are adjusted to fair value upon transfer of the loans to foreclosed assets. Subsequently, foreclosed assets are carried at the lower of carrying value or fair value. Fair value is based upon independent market prices, appraised values of the collateral or management's estimation of the value of the collateral. When the fair value of the collateral is based on an observable market price or a current appraised value, the Company records the foreclosed asset as a nonrecurring Level 2. When an appraised value is not available or management determines the fair value of the collateral is further impaired below the appraised value and there is no observable market price, the Company records the foreclosed asset as nonrecurring Level 3.

Assets and Liabilities recorded at Fair Value on a Recurring Basis

The table below presents the recorded amount of assets and liabilities measured at fair value on a recurring basis.

(in thousands) **September 30, 2008**	**Total**	**Level 1**	**Level 2**	**Level 3**
Investment securities available-for-sale	$ 79,935	$ —	$ 79,935	$
Total assets at fair value	$ 79,935	$ —	$ 79,935	$ —
Total liabilities at fair value	$ —	$ —	$ —	$ —

The Company had no Level 1 or Level 3 assets measured at fair value on a recurring basis at September 30, 2008.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

The Company may be required, from time to time, to measure certain assets at fair value on a nonrecurring basis in accordance with U.S. generally accepted accounting principles. These include assets that are measured at the lower of cost or market that were recognized at fair value below cost at the end of the period. The table below presents the recorded amount of assets and liabilities measured at fair value on a nonrecurring basis.

(in thousands) **September 30, 2008**	**Total**	**Level 1**	**Level 2**	**Level 3**
Loans — impaired loans	$ 7,667	$ —	$ 5,032	$ 2,635
Other real estate owned (OREO)	$ 398	$ —	$ 398	$ —
Total assets at fair value	$ 8,065	$ —	$ 5,430	$ 2,635
Total liabilities at fair value	$ —	$ —	$ —	$ —

The Company had no Level 1 assets measured at fair value on a nonrecurring basis at September 30, 2008.

7. SECURITIES

Amortized costs and fair values of securities available for sale at September 30, 2008 were as follows:

(in thousands)	Amortized Cost	Unrealized Gains	Unrealized (Losses)	Fair Value
U.S. Treasury securities	$ 3,259	$ 10	$ —	$ 3,269
U.S. Agency and mortgage-backed securities	9,066	9	(38)	9,037
Government Sponsored Enterprises	24,127	133	(91)	24,169
Obligations of state and political subdivisions	38,046	194	(527)	37,713
Corporate debt securities	5,706	1	(344)	5,363
Other equity securities	81	309	(6)	384
Total	$ 80,285	$ 656	$ (1,006)	$ 79,935

The fair value and gross unrealized losses for securities available for sale, totaled by the length of time that individual securities have been in a continuous gross unrealized loss position, at September 30, 2008 were as follows:

	Less than 12 months		12 months or more		Total	
(in thousands)	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
U.S. Treasuries securities	$ —	$ —	$ —	$ —	$ —	$ —
U.S. Agency and mortgage-backed securities	3,512	(38)	—	—	3,512	(38)
Government Sponsored Enterprises	11,163	(91)	—	—	11,163	(91)
Obligations of state and political subdivisions	21,184	(527)	—	—	21,184	(527)
Corporate debt securities	4,596	(344)	—	—	4,596	(344)
Other equity securities	9	(6)	—	—	9	(6)
Total	$ 40,464	$ (1,006)	$ —	$ —	$ 40,464	$ (1,006)

Management continually monitors the fair value and credit quality of the Company's investment portfolio. No impairment is considered other than temporary. At this time, the Company considers all impairments to be temporary as the Company has the positive ability and intent of holding the securities until maturity or recovery of value.

Amortized costs and fair values of securities held to maturity at September 30, 2008 were as follows:

(in thousands)	Amortized Cost	Unrealized Gains	Unrealized (Losses)	Fair Value
U.S. Agency and mortgage-backed securities	$ 3,000	$ —	$ (32)	$ 2,968
Total	$ 3,000	$ —	$ (32)	$ 2,968

The fair value and gross unrealized losses for securities held to maturity, totaled by the length of time that individual securities have been in a continuous gross unrealized loss position at September 30, 2008 were as follows:

	Less than 12 months		12 months or more		Total	
(in thousands)	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
U.S. Agency and mortgage-backed securities	$ 2,968	$ (32)	$ —	$ —	$ 2,968	$ (32)
Total	$ 2,968	$ (32)	$ —	$ —	$ 2,968	$ (32)

Management continually monitors the fair value and credit quality of the Company's investment portfolio. No impairment is considered other than temporary as the Company has the positive ability and intent of holding the securities until maturity or recovery of value.

8. LOANS

There were no loans at December 31, 2007. The Company's loan portfolio, as of September 30, 2008, was comprised of the following:

	(dollars in thousands)
Real estate loans	$ 411,091
Agricultural loans	1,666
Commercial and industrial loans	68,860
Consumer, installment and other loans	23,452
Unearned income	(588)
Total loans	$ 504,481

9. ALLOWANCE FOR LOAN LOSSES

Activity in the allowance for loan losses, as of September 30, 2008, was comprised of the following:

	(dollars in thousands)
Allowance acquired with bank acquisitions	$ 4,993
Provision for loan losses	1,334
Recoveries of loans charged off	36
Loans charged off	(128)
Balance at end of period	$ 6,235

As of September 30, 2008, total impaired loans equaled $7.7 million.

10. EARNINGS PER SHARE

Basic earnings per share ("EPS") is computed by dividing net income or loss by the weighted average number of shares outstanding during the period. Diluted EPS is computed using the weighted average number of common shares outstanding during the period, including the effect of all potentially dilutive potential common shares outstanding attributable to stock instruments.

(dollars and shares in thousands, except per share data)	Income (Numerator)	Weighted Average Shares (Denominator)	Per Share Amount
For the Three Months ended September 30, 2008			
Basic EPS	$ 952	21,469	$ 0.04
Effect of dilutive stock awards		17	—
Diluted EPS	$ 952	21,486	$ 0.04
For the Three Months ended September 30, 2007			
Basic EPS	$ 372	9,375	$ 0.04
Effect of dilutive stock awards		2,439	(0.01)
Diluted EPS	$ 372	11,814	$ 0.03
For the Nine Months ended September 30, 2008			
Basic EPS	$ 1,351	14,750	$ 0.09
Effect of dilutive stock awards		1,447	(0.01)
Diluted EPS	$ 1,351	16,197	$ 0.08
For the Nine Months ended September 30, 2007			
Basic EPS	$ 1,021	9,375	$ 0.11
Effect of dilutive stock awards		2,375	(0.02)
Diluted EPS	$ 1,021	11,750	$ 0.09

There were 8,986,049 shares in the Company available through options and warrants that were considered anti-dilutive as of September 30, 2008.

11. DEFINED BENEFIT PLAN

The wholly-owned subsidiary Bank of Essex has a noncontributory, defined benefit pension plan for all full-time employees over 21 years of age. Benefits are generally based upon years of service and the employees' compensation. The Company funds pension costs in accordance with the funding provisions of the Employee Retirement Income Security Act.

Components of Net Periodic Benefit Cost

(In thousands)	Three Months Ended September 30, 2008	Nine Months Ended September 30, 2008
Service cost	$ 93	$ 124
Interest cost	78	104
Expected return on plan assets	(81)	(108)
Amortization of prior service cost	3	4
Amortization of net obligation at transition	(3)	(4)
Amortization of net loss	3	4
Net periodic benefit cost	$ 93	$ 124

As of September 30, 2008, no employer contributions have been made. The Company is currently analyzing the Defined Benefit Plan as well as other alternatives, such as enhancing its Defined Contribution Plan (401K). A determination during fiscal 2008 will be made for the current and future benefits for all full-time employees of the combined entities.

12. STOCK BASED COMPENSATION

Prior to the mergers, both TFC and BOE maintained stock option plans as incentives for certain officers and directors. During 2007, TFC replaced its stock option plan with an equity compensation plan that issued restricted stock awards. Under the terms of these plans, all options and awards were fully vested and exercisable, and any unrecognized compensation expenses were accelerated. Due to the mergers on May 31, 2008, these plans were assumed by the Company, and each instrument granted by TFC and BOE was converted to Company instruments following exchange rates of 1.42 and 5.7278, respectively.

A summary of the options is shown in the following table:

	TFC 2008	BOE 2008
Outstanding at January 1	275,175	29,359
Granted	—	—
Exercised	—	(1,176)
Lapsed	(41,125)	—
Options outstanding at May 31	234,050	28,183
Options converted in connection with bank acquisition	332,351	161,426
Options outstanding at September 30	332,351	161,426
Options exercisable at September 30	332,351	161,426
Weighted average exercise price	$ 6.83	$ 4.13
Weighted average remaining contracted life at September 30	51 months	57 months

Currently, the Company does not have any stock-based compensation plan that is issuing new instruments. However, the Company's Compensation Committee and Board of Directors is considering various types of stock-based compensation plans to be presented to shareholders at its 2009 annual meeting.

13. CAPITAL

On May 31, 2008, the Company issued approximately 13.5 million shares for $116.2 million in relation to the TFC and BOE mergers. In addition, Company shareholders redeemed 1.4 million shares at $7.72 per share, which equaled $10.8 million.

14. SUBSEQUENT EVENTS

CBTC filed an 8-K and attached a press release on November 4, 2008 announcing that the Company had declared its second quarterly dividend payment. The payment will be made to shareholders of record on November 14, 2008 and payable on November 25, 2008 at a rate of $0.04 per common share. Additionally, CBTC filed an 8-K on November 13, 2008, and attached a press release reporting its financial results for the three month and nine months ended September 30, 2008.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Cautionary Statement Regarding Forward-Looking Statements

The following presents management's discussion and analysis of the Company's financial condition and results of operations. The analysis and discussion is intended to assist in understanding the financial condition and results of operation of the Company and should be read in conjunction with the financial statements and related notes included elsewhere in this report. This discussion contains certain forward-looking statements, including or related to the Company's future results, including certain projections and business trends. Assumptions relating to forward-looking statements involve judgments with respect to, among other things, future economic, competitive and market conditions and future business and regulatory decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. When used in this discussion, the words "estimate," "project," "intend," "believe" and "expect" and similar expressions identify forward-looking statements. These and other statements, which are not historical facts, are based largely on management's current expectations and assumptions and are subject to a number of risks and uncertainties that could cause actual results to differ materially from those contemplated by these forward-looking statements. Although the Company believes that the assumptions underlying these forward-looking statements are reasonable, any of the assumptions could prove inaccurate, and the Company may not realize the results contemplated by the forward-looking statement. Factors that may cause actual results to differ materially from those contemplated by the forward-looking statements include the following:

- *the Company could lose key personnel or spend a greater amount of resources attracting, retaining and motivating key personnel than it has in the past;*
- *competition among depository and other financial institutions may increase significantly;*
- *changes in the interest rate environment may reduce operating margins;*
- *general economic conditions, either nationally or in Virginia, may be less favorable than expected, resulting in, among other things, a deterioration in credit quality and an increase in credit risk-related losses and expenses;*
- *loan losses may exceed the level of allowance for loan losses;*
- *the rate of delinquencies and amount of charge-offs may be greater than expected;*
- *the rates of loan growth and deposit growth may not increase as expected;*
- *legislative, accounting or regulatory changes may adversely affect the Company's businesses;*
- *the Company may not find suitable merger or acquisition candidates or find other suitable ways in which to invest its excess capital;*
- *the Company may not successfully integrate the business operations of TFC and BOE; and*
- *the continued growth of the markets that the Company serves, may not be consistent with recent historical experience of TFC and BOE.*

The forward-looking statements are based on current expectations about future events. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, it cannot guarantee that these expectations actually will be achieved. The Company is under no duty to update any of the forward-looking statements after the date of the filing of this report to conform those statements to actual results.

General

CBTC was incorporated on April 6, 2005, to serve as a vehicle to effect a merger, capital stock exchange, asset acquisition or other similar business combination with an operating commercial bank or bank holding company. CBTC consummated its initial public offering on June 8, 2006. At June 30, 2008, the Company was operating with two banking subsidiaries, TransCommunity Bank, N.A., headquartered in Glen Allen, Virginia and Bank of Essex, headquartered in Tappahannock, Virginia. On May 31, 2008 these institutions became wholly-owned subsidiaries of the Company. On July 31, 2008, TransCommunity Bank, N.A. merged into Bank of Essex. TransCommunity Bank, N.A.'s separate operating divisions, Bank of Goochland, Bank of Powhatan, Bank of Louisa and Bank of Rockbridge are now operating under the Bank of Essex charter, with their own local market Presidents and Advisory Boards.

The Company's financial statements are prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The financial information contained within the statements is, to a significant extent, financial information that is based on measures of the financial effects of transactions and events that have already occurred. A variety of factors could affect the ultimate value that is obtained either when earning income, recognizing an expense, recovering an asset or relieving a liability. The Company uses historical loss factors as one factor in determining the inherent loss that may be present in its loan portfolio. Actual

losses could differ significantly from the historical factors that the Company uses. In addition, GAAP itself may change from one previously acceptable method to another method. Although the economics of the Company's transactions would be the same, the timing of events that would impact its transactions could change.

Critical Accounting Policies

The following is a summary of the Company's critical accounting policies that are highly dependent on estimates, assumptions and judgments.

Allowance for Loan and Lease Losses — The allowance for loan and lease losses ("ALLL") is maintained at a level that is appropriate to cover estimated credit losses on individually evaluated loans determined to be impaired, as well as estimated credit losses inherent in the remainder of the loan and lease portfolio. Since arriving at an appropriate ALLL involves a high degree of management judgment, an ongoing quarterly analysis to develop a range of estimated losses is utilized. In accordance with accounting principles generally accepted in the United States, best estimates within the range of potential credit loss to determine the appropriate ALLL is utilized. Credit losses are charged and recoveries are credited to the ALLL.

The Company utilizes an internal risk grading system for its loans. Those larger credits that exhibit probable or well defined credit weaknesses are subject to individual review. The borrower's cash flow, adequacy of collateral coverage, and other options available to the Company, including legal remedies, are evaluated. The review of individual loans includes those loans that are impaired as defined by SFAS 114, *Accounting by Creditors for Impairment of a Loan*. Collectibility of both principal and interest when assessing the need for loss provision is considered. Historical loss rates are applied to other loans not subject to specific allocations. The loss rates are determined from historical net charge offs experienced by the Banks.

Homogenous loans, such as consumer installment, residential mortgages, and home equity lines are not individually risk graded. The associated ALLL for these loans is measured under SFAS 5, *Accounting for Contingencies*. The ALLL allocation for these pools of loans is established based on the average, maximum, minimum, and median loss ratios over the previous twelve quarters.

Historical loss rates for commercial and retail loans are adjusted for significant factors that, in management's judgment, reflect the impact of any current conditions on loss recognition. Factors that are considered include delinquency trends, current economic conditions and trends, strength of supervision and administration of the loan portfolio, levels of underperforming loans, level of recoveries to prior year's charge offs, trend in loan losses, industry concentrations and their relative strengths, amount of unsecured loans and underwriting exceptions. These factors are reviewed quarterly and a weighted score is assigned depending on the level and extent of the risk. The total of each of these weighted factors is then applied against the applicable portion of the portfolio and the ALLL is adjusted to ensure an appropriate level.

Goodwill and Other Intangible Assets

The Company adopted SFAS 142, *Goodwill and Other Intangible Assets*. Accordingly, goodwill is no longer subject to amortization over its estimated useful life, but is subject to at least an annual assessment for impairment by applying a fair value-based test. Additionally, under SFAS 142, acquired intangible assets (such as core deposit intangibles) are separately recognized if the benefit of the assets can be sold, transferred, licensed, rented, or exchanged, and amortized over their useful lives. Any branch acquisition transactions were outside the scope of SFAS 142 and, accordingly, intangible assets related to such transactions continued to amortize upon the adoption of SFAS 142. The costs of purchased deposit relationships and other intangible assets, based on independent valuation by a qualified third party, are being amortized over their estimated lives. Core deposit intangible amortization expense charged to operations was $554,000 for the four months ended September 30, 2008. The Company did not record any goodwill or other intangible prior to the TFC and BOE mergers.

Mergers and Acquisitions

The Company was organized under the laws of the State of Delaware on April 6, 2005. As a "Targeted Acquisition Corporation" SM or "TAC" SM, it was formed to effect a merger, capital stock exchange, asset acquisition or other similar business combination with an operating business in the banking industry. This strategy was successful with the business combination completed on May 31, 2008 with TransCommunity Financial Corporation and the additional acquisition of BOE Financial Services of Virginia, Inc.

Industry Overview

The banking industry faces a number of challenges in the current economic environment. Widespread problems in the area of mortgage lending have led to the downfall of certain government-sponsored mortgage companies with a ripple effect throughout the financial sector. Companies are having a hard time maintaining an appropriate level of liquidity. The need to increase reserves for loan losses in this uncertain climate, while prudent, has the effect of limiting or threatening profitability. Additionally, declining interest rates are compressing net interest margins. To help spur the economy, the Federal Reserve has decreased rates 425 basis points since September 18, 2007. However, the anticipated effects of the rate cuts have not been broadly felt. During this challenging time, management plans to focus on its asset quality, liquidity and the net interest margin. While most of the banking industry news has been negative, management believes its conservative and proven banking practices will serve the Company well during this economic downturn.

Management believes that while banking prospects seem uncertain, the industry offers the opportunity for mergers or acquisitions and an attractive operating environment for target businesses. Further, management is aware of a number of distressed or failed depository institutions, and believes there will be more to follow. Management will consider these depository institutions as possible acquisition opportunities in a manner that is best for its shareholders. According to statistics as of December 31, 2004, published by the Federal Deposit Insurance Corporation (FDIC), there are more than 3,000 commercial banks in the U.S. with assets of $100 to $500 million, more than 2,400 of which have less than $300 million in assets.

Members of the Company's management team and board of directors have experience in operating banks, negotiating and consummating merger and acquisition transactions as well as implementing and integrating such transactions with existing bank operations. We intend to leverage the experience of our management team and our capital to create value for our shareholders.

Strategy

The Company's strategy is to acquire or merge with commercial banks within the United States that have one or more of the following characteristics:

- An opportunity for regional expansion and/or the addition of new banking products and services;
- Constraints on its capital and limited access to alternative capital markets due to its size or other special considerations; and
- A size which is generally too small to attract the interest of larger acquirers.

Management believes the Company's balance sheet, and in particular, its capital structure, can be utilized to further grow the existing banking institution. Growth opportunities may include some or all of the following:

- Expanding the branch network of an existing banking institution;
- Utilizing capital to increase loans and deposits;
- Attracting personnel from other banks who can bring substantial business with them;
- Seeking other profitable business lines to add to the bank's core business; and
- Seeking strategic acquisitions which can provide growth to the existing business or a platform to enter another geographic market.

BUSINESS OVERVIEW

The following discussion is intended to assist readers in understanding and evaluating the financial condition and results of operations of the Company and its subsidiaries. This section should be read in conjunction with Company's consolidated financial statements and accompanying notes included elsewhere in this report.

Community Bankers Trust Corporation is a $695 million community bank holding company formed on May 31, 2008, as a result of the consummation of the merger between Community Bankers Acquisition Corp. and TransCommunity Financial Corporation, and Community Bankers Acquisition Corp. and BOE Financial Services of Virginia, Inc. The Company's headquarters are located in Glen Allen, Virginia which is a part of the greater Richmond, Virginia, metropolitan market.

Currently, the Company operates 13 full service banking facilities that extend from the Chesapeake Bay to Lexington, Virginia. Eight offices operate as Bank of Essex, including two branches in Northumberland County operating in temporary facilities while construction on their permanent branches is expected to be completed early in 2009. Operating as divisions of Bank of Essex are two Bank of Goochland offices, one as Bank of Powhatan, one as Bank of Louisa and one as Bank of Rockbridge.

The Company's website can be accessed through the internet at www.cbtrustcorp.com. Additional information is available for the Bank of Essex at www.bankofessex.com. The shares of the Company are traded on the American Stock Exchange (AMEX) under the symbol "BTC".

As of September 30, 2008, the Company had total assets of $695.040 million, an increase of $635.599 million, or 1,069.29%, from $59.441 million at December 31, 2007. Total loans amounted to $504.481 million on September 30, 2008 and were $0 on December 31, 2007. As further described in the Note 4 to the consolidated financial statements, the Company acquired TFC and BOE effective May 31, 2008. The Company's securities portfolio increased $28.159 million, from $58.453 million at December 31, 2007, to $86.612 million at September 30, 2008. The Company had Federal funds purchased of $9.24 million on September 30, 2008 and none on December 31, 2007.

The Company is required to account for the effect of market changes in the value of securities available-for-sale ("AFS") under SFAS 115. The market value of the September 30, 2008 securities AFS portfolio was $79.935 million. At September 30, 2008, $831,000 represented the Company's net unrealized loss on AFS securities.

Total deposits at September 30, 2008 were $485.769 million and were $0 at December 31, 2007.

Stockholders' equity at September 30, 2008 was $150.287 million and represented 21.62% of total assets. Stockholders' equity was $45.312 million, or 76.23% of total assets at December 31, 2007.

Results of Operations

Net income for the three month and nine month periods of 2008 reflects full three and nine month periods for the Company and three and four months of consolidated operations for the holding company and banking subsidiaries.

Net Income

Net income was $952,000 for the third quarter of 2008, or $0.04 per diluted share. This compares to net income of $372,000, or $0.03 per diluted share in the third quarter of 2007. The increase in earnings for the third quarter of 2008 compared to 2007 was $580,000, or 155.9%.

For the nine month period ended September 30, 2008 net income was $1.351 million. This compares to net income of $1.021 million for the same period in 2007. For the nine month period in 2008, net income for the Company increased by $330,000, or 32.3%. Fully diluted earnings per share were $0.08 and $0.09, respectively, for the nine month periods ended September 30, 2008 and September 30, 2007.

Nonaccruing loans were $2.535 million at September 30, 2008, or 0.50% of total loans. Loans past due 90 days or more and accruing interest were $2.413 million at September 30, 2008. Net charge-offs on loans were $47,000 and $92,000 for the three and nine months ended September 30, 2008, respectively.

Net Interest Income

The Company's results of operations are significantly affected by its ability to manage effectively the interest rate sensitivity and maturity of its interest-earning assets and interest-bearing liabilities. At September 30, 2008, the Company's interest-earning assets exceeded its interest-bearing liabilities by approximately $122.760 million, compared with a $58.453 million excess at December 31, 2007.

Net interest income was $6.188 million for the three months ended September 30, 2008 compared to $712,000 for the same period in 2007. Net interest income was $8.615 million for the nine months ended September 30, 2008 compared to $2.127 million for the same period in 2007.

The Company's total loans-to-deposits ratio was 103.85% at September 30, 2008 and 0% at December 31, 2007.

Provision for Credit Losses

The Company's provision for loan losses was $1.1 million for the third quarter of 2008 and $1.334 million for the first nine months of 2008. For the three and nine months ended September 30, 2008, net charged-off loans were $47,000 and $92,000, respectively. There were no provisions, charge-offs or recoveries during 2007.

Noninterest Income

For the three months ended September 30, 2008, noninterest income was $754,000 compared to $0 in the same period of 2007. Service charges on deposit accounts were $516,000 and other noninterest income was $238,000.

For the nine months ended September 30, 2008, noninterest income was $1.053 million compared to $0 in the same period of 2007. Service charges on deposit accounts were $696,000 and other noninterest income was $357,000.

Noninterest Expenses

For the three month period ended September 30, 2008, noninterest expenses were $4.656 million. Salaries and employee benefits were $2.375 million and represented the largest component of this category. Other overhead costs included other operating expenses of $577,000, amortization of intangibles of $406,000, occupancy expenses of $346,000, equipment expense of $292,000, data processing fees of $285,000 and professional fees of $375,000 for the operating period.

For the nine month period ended September 30, 2008, noninterest expenses were $6.591 million. Salaries and employee benefits were $2.949 million and represented the largest component of overhead. Other noninterest expenses included other operating expenses of $1.366 million, amortization of intangibles of $554,000, occupancy expenses of $458,000, equipment expense of $400,000, data processing fees of $389,000 and professional fees of $475,000 for the operating period.

During the fourth quarter of 2008, the Company consolidated its computer operating systems. While this will create economies of scale and increase capacity, there will be significant installation, training and implementation costs incurred.

Income Taxes

Income tax expense was $234,000 for the third quarter of 2008, compared to $228,000 for the same period in 2007. For the nine months ended September 30, 2008, income tax expense was $392,000 and $743,000 for the nine month period ended September 30, 2007.

Asset Quality

The Company's asset quality remains solid. The allowance for loan losses represents management's estimate of the amount adequate to provide for potential losses inherent in the loan portfolio. The Company's management has established an allowance for loan losses which it believes is adequate for the risk of loss inherent in the loan portfolio. Among other factors, management considers the Company's historical loss experience, the size and composition of the loan portfolio, the value and adequacy of collateral and guarantors, non-performing credits and current and anticipated economic conditions. There are additional risks of future loan losses, which cannot be precisely quantified nor attributed to particular loans or classes of loans. Because those risks include general economic trends, as well as conditions affecting individual borrowers, the allowance for loan losses is an estimate. The allowance is also subject to regulatory examinations and determination as to adequacy, which may take into account such factors as the methodology used to calculate the allowance and size of the allowance in comparison to peer companies identified by regulatory agencies.

The Company maintains a list of loans that have potential weaknesses which may need special attention. This nonperforming loan list is used to monitor such loans and is used in the determination of the adequacy of the Company's allowance for loan losses. At September 30, 2008, nonperforming assets totaled $5.346 million. Despite increasing industry concerns over credit issues, the Company's asset quality remains strong. Net charge-offs were $47,000 and $92,000 for the three and nine months ended September 30, 2008, respectively.

Nationally, industry concerns over asset quality have increased due in large part to issues related to subprime mortgage lending, declining real estate activity and general economic concerns. While the Company has experienced reduced residential real estate activity, the markets in which the Company operates remain relatively stable. While the Company incurred appropriate provisions for loan losses and thus an adequate level of allowance for loan losses, there has been no significant deterioration in the quality of the loan portfolio. Residential loan demand has moderated somewhat, but the Company is still experiencing continued loan demand, particularly in commercial real estate. Management will continue to monitor delinquencies, risk rating changes, charge-offs, market trends and other indicators of risk in the Company's portfolio, particularly those tied to residential real estate, and adjust the allowance for loan losses accordingly.

The following table sets forth selected asset quality data and ratios for the quarter ending:

(dollars in thousands)		September 30, 2008
Nonaccrual loans	$	2,535
Loans past due over 90 days		2,413
Other real estate owned		398
Total nonperforming assets	$	5,346
Balances		
Allowance for loan losses	$	6,235
Average loans during quarter, net of unearned income	$	496,498
Loans, net of unearned income	$	504,481
Ratios		
Allowance for loan losses to loans		1.24%
Allowance for loan losses to nonperforming assets		116.6%
Nonperforming assets to loans & other real estate		1.06%
3rd quarter net charge-offs to average loans, annualized		0.04%

See Footnote 8 to these financial statements for information related to the allowance for loan losses. As of September 30, 2008, total impaired loans equaled $7.7 million.

Capital Requirements

The determination of capital adequacy depends upon a number of factors, such as asset quality, liquidity, earnings, growth trends and economic conditions. The Company seeks to maintain a strong capital base to support its growth and expansion plans, provide stability to current operations and promote public confidence in the Company.

The federal banking regulators have defined three tests for assessing the capital strength and adequacy of banks, based on two definitions of capital. "Tier 1 Capital" is defined as a combination of common and qualifying preferred stockholders' equity less goodwill. "Tier 2 Capital" is defined as qualifying subordinated debt and a portion of the allowance for loan losses. "Total Capital" is defined as Tier 1 Capital plus Tier 2 Capital.

Three risk-based capital ratios are computed using the above capital definitions, total assets and risk-weighted assets and are measured against regulatory minimums to ascertain adequacy. All assets and off-balance sheet risk items are grouped into categories according to degree of risk and assigned a risk-weighting and the resulting total is risk-weighted assets. "Tier 1 Risk-based Capital" is Tier 1 Capital divided by risk-weighted assets. "Total Risk-based Capital" is Total Capital divided by risk-weighted assets. The Leverage ratio is Tier 1 Capital divided by total average assets.

The Company's ratio of total capital to risk-weighted assets was 19.88% on September 30, 2008. The ratio of Tier 1 Capital to risk-weighted assets was 18.15% on September 30, 2008. The Company's leverage ratio (Tier 1 capital to average adjusted total assets) was 16.67% on September 30, 2008. These ratios exceed regulatory minimums. In the fourth quarter of 2003, the Company issued trust preferred subordinated debt that qualifies as regulatory capital. This trust preferred debt has a 30-year maturity with a 5-year call option and was issued at a rate of three month LIBOR plus 3.00% and was priced at 5.80% in the third quarter of 2008.

Liquidity

Liquidity represents the Company's ability to meet present and future financial obligations through either the sale or maturity of existing assets or the acquisition of additional funds through liability management. Liquid assets include cash, interest-bearing deposits with banks, federal funds sold, and certain investment securities. As a result of the Company's management of liquid assets and the ability to generate liquidity through liability funding, management believes that the Company maintains overall liquidity sufficient to satisfy its depositors' requirements and meet its customer's credit needs.

FINANCIAL INSTRUMENTS WITH OFF-BALANCE SHEET RISK AND

CREDIT RISK AND CONTRACTUAL OBLIGATIONS

The Company is a party to financial instruments with off-balance-sheet risk in the normal course of business to meet the financing needs of its clients and to reduce its own exposure to fluctuations in interest rates. These financial instruments include commitments to extend credit and standby letters of credit. Those instruments involve, to varying degrees, elements of credit and interest rate risk in excess of the amount recognized in the balance sheet. The contract or notional amounts of those instruments reflect the extent of involvement the Company has in particular classes of financial instruments.

The Company's exposure to credit loss in the event of nonperformance by the other party to the financial instrument for commitments to extend credit and standby letters of credit is represented by the contractual amount of those instruments. The bank Bank of Essex uses the same credit policies in making commitments and conditional obligations as it does for on-balance-sheet instruments.

Item 4T. Controls and Procedures.

As of the end of the period covered by this Quarterly Report, the Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer (the "Certifying Officers"), conducted evaluations of the Company's disclosure controls and procedures. As defined under Sections 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the term "disclosure controls and procedures" means controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including the Certifying Officers, to allow timely decisions regarding required disclosures. Based on this evaluation, the Certifying Officers have concluded that the Company's disclosure controls and procedures were adequate to ensure that material information is recorded, processed, summarized and reported by management of the Company on a timely basis in order to comply with the Company's disclosure obligations under the Exchange Act and the rules and regulations promulgated thereunder.

Further, on May 31, 2008, the Company consummated the merger between Community Bankers Acquisition Corporation and TransCommunity Financial Corporation, and the merger between Community Bankers Acquisition Corporation and BOE Financial Services of Virginia, Inc., respectively. With the completion of the mergers, and effective as of the merger dates the Company has acquired and entered into Employment Agreements with various individuals possessing substantial banking and reporting experience. The Company has in place a Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer and Chief Strategic Officer. These individuals have extensive experience in operating under the disclosure controls and procedures promulgated under Sections 13a-15(e) and 15d-15(e) of the Exchange Act.

Additionally, the Company's banking subsidiary has in place a Bank President, who is currently serving as an interim Chief Credit Officer. In addition, there is a Chief Risk Officer, overseeing Internal Audit throughout the bank, a Human Resources Officer, and an Operations Officer. All of these individuals possess vast experience in their areas of expertise. It is management's opinion that as a result of these factors disclosure controls and procedures were adequate and that material information is recorded, processed, summarized and reported by management of the Company on a timely basis in order to comply with the disclosure obligations under the Exchange Act and the rules and regulations promulgated thereunder.

The integration process of back office functions and computer systems for the two banks has begun. The Company performed a mid-October conversion to a single core operating system. Some functions and hardware/software not dependent on the core conversion were integrated prior to mid-October. As job responsibilities, processes, systems and policies change throughout the Company, internal controls will change accordingly. On an ongoing basis, changes to internal controls for financial reporting purposes will be documented to meet Sarbanes-Oxley requirements. While limited work has occurred, it is anticipated that the bulk of internal control testing and subsequent remediation will occur in the fourth quarter.

As a December 31, 2008, the Company's management will be required to assess the effectiveness of internal controls over financial reporting based on the criteria established in "Internal Control - Integrated Framework" issued by the Committee of Sponsoring Organizations ("COSO") of the Treadway Commission. Based on the upcoming assessment, management will need to determine if the Company maintained effective internal control over financial reporting as of December 31, 2008, based on those criteria. To be able to make an affirmative assessment, management believes that it will need to establish sufficient documentation and testing of its established disclosure controls and procedures under Sections 13a-15(e) and 15d-15(e) of the Exchange Act and the COSO framework.

Additionally, the Company's independent registered public accounting firm will audit our consolidated financial statements to be included in the Annual Report on Form 10-K for the year ended December 31, 2008 and will issue an attestation report on the effectiveness of our internal control over financial reporting as of December 31, 2008. The report will state an opinion on the effectiveness of our internal control over financial reporting as of December 31, 2008.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

In the ordinary course of operations, the Company and its subsidiary banks expect to be parties to various legal proceedings. At present, there are no pending or threatened proceedings against the Company or any of its subsidiaries which, if determined adversely, would have a material effect on the business, results of operations, or financial position of the Company or any of its subsidiaries.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 6. Exhibits.

The following exhibits are filed as part of this Form 10-Q and this list includes the Exhibit Index:

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of September 5, 2007, by and between Community Bankers Acquisition Corp. and TransCommunity Financial Corporation (1)
2.2	Agreement and Plan of Merger, dated as of December 13, 2007, by and between Community Bankers Acquisition Corp. and BOE Financial Services of Virginia, Inc. (2)
3.1	Amended and Restated Certificate of Incorporation (3)
3.2	By-laws as amended (4)
4.1	Specimen Unit Certificate (5)
4.2	Specimen Common Stock Certificate (5)
4.3	Specimen Warrant Certificate (5)
4.4	Form of Unit Purchase Option to be granted to the representatives (5)
4.5	Form of Warrant Agreement between Continental Stock Transfer & Trust Company and Community Bankers Acquisition Corp. (6)
4.6	Warrant Clarification Agreement dated as of January 29, 2007 between the Company and Continental Stock Transfer and Trust Co. (7)
4.7	Unit Purchase Option Clarification Agreement dated as of January 29, 2007 between the Company and the holders (7)
10.1	Investment Management Trust Agreement between Continental Stock Transfer & Trust Company and Community Bankers Acquisition Corp. (5)
10.2	Stock Escrow Agreement between Community Bankers Acquisition Corp., Continental Stock Transfer & Trust Company and the Initial Stockholders (6)
10.3	Registration Rights Agreement among Community Bankers Acquisition Corp. and the Initial Stockholders (6)
10.4	Employment Agreement between Community Bankers Acquisition Corp. and George M. Longest, Jr. (8)

Exhibit No.	Description
10.5	Employment Agreement between Community Bankers Acquisition Corp. and Bruce E. Thomas (8)
10.6	Employment Agreement by and between TransCommunity Financial Corporation and Patrick J. Tewell (8)
10.7	Employment Agreement by and between TransCommunity Financial Corporation and M. Andrew McLean (8)
10.8	Change in Control Agreement by and between TransCommunity Financial Corporation and Patrick J. Tewell (8)
10.9	Change in Control Agreement by and between TransCommunity Financial Corporation and M. Andrew McLean (8)
10.10	Separation Agreement and Release between Community Bankers Trust Corporation and Bruce B. Nolte (9)
10.11	Employment and Change in Control Agreement between Community Bankers Trust Corporation and Gary A. Simanson
10.12	TransCommunity Financial Corporation 2001 Stock Option Plan, as amended and restated effective March 27, 2003 (10)
10.13	Form of Non-Qualified Stock Option Agreement for Employee for TransCommunity Financial Corporation 2001 Stock Option Plan (11)
10.14	Form of Non-Qualified Stock Option Agreement for Director for TransCommunity Financial Corporation 2001 Stock Option Plan (11)
10.15	TransCommunity Financial Corporation 2007 Equity Compensation Plan (12)
10.16	Form of Restricted Stock Award Agreement for TransCommunity Financial Corporation 2007 Equity Compensation Plan (13)
10.17	BOE Financial Services of Virginia, Inc. Stock Incentive Plan (14)
10.18	First Amendment to BOE Financial Services of Virginia, Inc.'s Stock Incentive Plan (15)
10.19	BOE Financial Services of Virginia, Inc. Stock Option Plan for Outside Directors (14)
10.20	First Amendment to BOE Financial Services of Virginia, Inc. Stock Option Plan for Outside Directors (15)
31.1	Rule 13a-14(a)/15d-14(a) Certification for Chief Executive Officer*
31.2	Rule 13a-14(a)/15d-14(a) Certification for Chief Financial Officer*
32.1	Section 1350 Certification*

* Filed herewith.

(1) Incorporated by reference to the Company's Current Report on Form 8-K filed on September 7, 2007 (File No. 001-32590).

(2) Incorporated by reference to the Company's Current Report on Form 8-K filed on December 14, 2007 (File No. 001-32590).

(3) Incorporated by reference to the Company's Current Report on Form 8-K filed on June 5, 2008 (File No. 001-32590).

(4) Incorporated by reference to the Company's Current Report on Form 8-K filed on July 1, 2008 (File No. 001-32590).

(5) Incorporated by reference to the Company's Registration Statement on Form S-1 or amendments thereto (File No. 333-124240).

(6) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on November 14, 2007 (File No. 001-32590).

(7) Incorporated by reference to the Company's Current Report on Form 8-K filed on February 12, 2007 (File No. 001-32590).

(8) Incorporated by reference to the Company's Current Report on Form 8-K filed on July 28, 2008 (File No. 001-32590).

(9) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 14, 2008 (File No. 001-32590)

(10) Incorporated by reference to TransCommunity Financial Corporation's Quarterly Report on Form 10-QSB filed on May 14, 2003 (File No. 000-33355).

(11) Incorporated by reference to TransCommunity Financial Corporation's Annual Report on Form 10-KSB filed on March 30, 2005 (File No. 000-33355).

(12) Incorporated by reference to TransCommunity Financial Corporation's Quarterly Report on Form 10-Q filed on August 13, 2007 (File No. 000-33355).

(13) Incorporated by reference to TransCommunity Financial Corporation's Current Report on Form 8-K filed on July 31, 2007 (File No. 000-33355).

(14) Incorporated by reference to Exhibit A of the Proxy Statement included in BOE Financial Services of Virginia, Inc.'s Form S-4 Registration Statement filed on March 24, 2000 (File No. 333-33260).

(15) Incorporated by reference to BOE Financial Services of Virginia, Inc.'s Form S-8 Registration Statement filed on November 8, 2000 (File No. 333-49538).

SIGNATURES

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

COMMUNITY BANKERS TRUST CORPORATION
(Registrant)

Date: November 14, 2008

/s/ George M. Longest, Jr.
George M. Longest, Jr.
President and Chief Executive Officer
(principal executive officer)

Date: November 14, 2008

/s/ Bruce E. Thomas
Bruce E. Thomas
Senior Vice President and Chief Financial Officer
(principal financial officer)

EXHIBIT INDEX

Exhibit No.	Description
10.11	Employment and Change in Control Agreement between Community Bankers Trust Corporation and Gary A. Simanson
31.1	Rule 13a-14(a)/15d-14(a) Certification for Chief Executive Officer
31.2	Rule 13a-14(a)/15d-14(a) Certification for Chief Financial Officer
32.1	Section 1350 Certification

Exhibit 10.11

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated as of the 25th day of September 2008 and made effective as of the 31st day of May, 2008, between Community Bankers Trust Corp., a corporation organized and existing under the laws of the State of Delaware ("Company"), and Gary A. Simanson ("Employee").

WHEREAS, the respective mergers of TransCommunity Financial Corporation ("TFC") and BOE Financial Services of Virginia, Inc. ("BOE") with and into the Company became effective on May 31, 2008 (the "Merger Date"); and

WHEREAS, as contemplated by the merger agreements with TFC and BOE, Employee shall become an employee of the Company at the Merger Date.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Employment. Effective at the Merger Date, Employee shall be employed by the Company on the terms and subject to the conditions set forth in this Agreement.

2. Term. The term of the employment hereunder shall commence on the Merger Date and shall continue until the third anniversary of the Merger Date, unless terminated earlier as provided herein (the "Term"); *provided, however*, that on each anniversary of the Merger Date, upon the review and approval of the Company's Board of Directors, the Term shall be extended by an additional year unless the Company or Employee gives written notice at least thirty (30) days prior to an anniversary date that no further extensions shall occur.

3. Position and Responsibilities. Commencing upon the Merger Date, Employee shall serve as the Vice Chairman and Chief Strategic Officer of the Company. Employee shall have the duties, responsibilities, rights, power and authority that may be from time to time delegated or assigned to him by the Board of Directors of the Company.

4. Duties. During the period of employment hereunder, Employee shall devote his time, attention, skills and efforts to the business of the Company and the faithful performance of his duties and responsibilities hereunder. Employee shall be loyal to the Company, but shall not be precluded from engaging in such other business pursuits as may be permitted by the Company. Employee will be permitted to work from the location of his choice.

5. Compensation and Benefits.

(a) Annual Base Salary. During the Term, the Company shall pay Employee an annual base salary of $270,000, subject to applicable federal and state income and social security tax withholding requirements (the "Base Salary"). The Base Salary shall be payable in accordance with the Company's customary payroll practices and may be increased, but not decreased, upon regular reviews in accordance with senior management compensation policies and performance of Employee.

(b) Reimbursement of Expenses. The Company shall pay or reimburse Employee for all reasonable travel and other business related expenses incurred by him in performing his duties under this Agreement. Such expenses shall be appropriately documented and submitted to the Company in accordance with the Company's policies and procedures as established from time to time.

(c) Vacation and Sick Leave. Employee shall be provided with vacation and sick leave in accordance with the Company's policies and procedures for senior executives as established from time to time, but in no event less than four weeks of vacation annually.

(d) Employee Benefit Plans. During the Term, Employee shall be entitled to participate in the employee benefit plans of the Company or its successors or assigns, as presently in effect or as they may be modified or added to from time to time, to the extent such benefit plans are provided to other similarly situated senior executive employees on a basis not less favorable than that provided to such class of employees.

(e) Incentive Bonus Plans. During the Term, Employee shall be entitled to participate in the Company's incentive-based bonus plans, applicable to his employment position, in accordance with both the terms and conditions of such plans and the Company's policies and procedures as established from time to time.

(f) Signing and Other Bonuses; Other Employment Benefits. Employee will receive a signing bonus in the amount of $750,000. In addition, Employee shall be entitled to receive a cash bonus payment for the financial advisory and other services rendered by Employee in connection with the negotiation and consummation of any merger or other business combination involving the Company or any of its affiliates or the acquisition by the Company or any of its affiliates of a substantial equity interest in or a substantial portion of the assets or deposits of another financial institution. The amount of any such cash bonus shall be determined in the sole discretion of the Board of Directors of the Company. The Company will provide Employee with an appropriate automobile or automobile allowance, including appropriate insurance coverage and maintenance expenses, as determined by the Board of Directors of the Company.

(g) Stock Compensation. Employee will be entitled to receive during the Term stock awards under the Company's stock incentive plan in such amounts and subject to such terms and conditions as determined by the Compensation Committee or the Board of Directors. In addition, and in connection with the initial grant of stock awards made after the Merger Date to the other senior executive officers of the Company, Employee shall receive a stock option or other stock award to purchase or acquire such number of shares of the Company common stock as determined by the appropriate committee of the Board of Directors with such terms and conditions as may be set forth in a separate stock award agreement.

6. Termination of Employment.

(a) Termination Upon Death or Disability. If Employee dies while employed by the Company, the Company will pay his beneficiary designated in writing or, if none, his estate, as applicable, an amount equal to two (2) months of Employee's Base Salary in effect at his death. Such amount shall be payable in a lump sum payment within twenty (20) days of Employee's death. If the Company determines that the Disability, as hereinafter defined, of Employee has occurred, it may terminate Employee's employment and this Agreement upon thirty (30) days written notice, *provided that*, within such thirty day notice period, Employee shall not have returned to performance of Employee's assigned duties. If Employee's employment is terminated for Disability, Employee shall be entitled only to the disability benefits provided under the policy of disability insurance provided for all employees, as such policy may be changed from time to time. For the purpose of this Agreement, "Disability" shall be as defined under the Company's disability insurance policy maintained for Employee from time to time.

(b) Termination for Cause. Employee's employment may be terminated for Cause at any time without further liability on the part of the Company. If the Company terminates Employee for Cause, Employee shall have no right to render services or to receive compensation or other benefits under this Agreement for any period after such termination. Termination for Cause shall be effective immediately or upon such notice to Employee as may determined by the Company. For the purpose of this Agreement, "Cause" means: (A) the repeated failure of Employee to perform his responsibilities and duties hereunder after reasonable notice and opportunity to cure; (B) the commission of an act by Employee constituting dishonesty or fraud against the Company or the Bank; (C) the conviction of or the entering of a guilty or no contest plea with respect to a felony or any crime involving moral turpitude; (D) any breach by Employee of a material term of this Agreement, or violation in any material respect of any code or standard of behavior generally applicable to officers of the Company or the Bank, after being advised in writing of such breach or violation and being given a reasonable opportunity and period (as determined by the Company) to remedy such breach or violation; or (E) the willful engaging by Employee in conduct that is reasonably likely to result, in the good faith judgment of the Company, in material injury to the Company or any of its subsidiaries, monetarily or otherwise.

(c) Termination Without Cause. The Company shall have the right to terminate Employee's employment at any time without Cause. In the event the Company shall terminate Employee's employment without Cause during the Term, Employee shall be entitled to the following, provided Employee executes a general release of claims prepared by the Company:

(i) For twenty-four (24) months following the date of termination, the Company shall continue to pay Employee his Base Salary in effect on the date of termination, such payments to be made on the same periodic dates as salary payments would have been made to Employee had his employment not been terminated, subject to applicable federal and state income and social security tax withholding requirements.

(ii) For twenty-four (24) months following the date of termination, Employee shall continue to receive any health care (medical, dental and vision) plan coverage provided to Employee and his spouse and dependents at the date of termination, with the Company paying the normal Company paid contribution, on a monthly or more frequent basis, for similarly situated active employees during such health care continuation period, provided that Employee's continued participation is possible under the general terms and provisions of such plans and programs. If the Company reasonably determines that maintaining such coverage for Employee for Employee's spouse or dependents is not possible under the terms and provisions of such plans and programs or any provision of law would create an adverse tax effect for Employee or the Company due to such participation, the Company shall provide substantially identical benefits directly or through a separate insurance arrangement.

(iii) The Company's obligation to provide Employee and his dependents with health care plan coverage pursuant to Section 6(c)(ii) hereof shall terminate with respect to each particular type of insurance if and when Employee has obtained coverage under one or more welfare benefit plans of a subsequent employer that provides for equal or greater benefits to Employee and his dependents with respect to that specific type of benefit.

(iv) If Employee dies while receiving such continued health care coverage, Employee's spouse and dependents will continue to be covered under all applicable health care plans during the remainder of the coverage period as described above. Employee's spouse and dependents will become eligible for COBRA continuation coverage for health and dental benefits at the end of such health care continuation coverage period.

(d) <u>Termination by Employee for Good Reason</u>. Employee may terminate his employment for Good Reason and will be entitled to the payments and other benefits provided in Section 6(c), provided Employee executes a general release of claims prepared by the Company. For purposes of this Agreement, "<u>Good Reason</u>" shall mean:

(i) the continued assignment to Employee of duties inconsistent with Employee's position, authority, duties or responsibilities as contemplated by Sections 3 and 4 hereof;

(ii) any action taken by the Company which results in a substantial reduction in the status of Employee, including a significant diminution in Employee's position, authority, duties or responsibilities; or

(iii) any failure by the Company, or any successor entity following a Change of Control, to comply with the provisions of Section 5 or to honor any other term or provision of this Agreement.

Notwithstanding the above, Good Reason shall not include the removal of Employee as an officer of any subsidiary of the Company (including the Bank) in order that Employee might concentrate his efforts on the Company, any resignation by Employee where Cause for Employee's termination by the Company exists, or an isolated, insubstantial and/or inadvertent action not taken in bad faith by the Company and which is remedied by the Company within a reasonable time after receipt of notice thereof given by Employee.

(e) Termination by Employee. Employee shall have the right at any time voluntarily to terminate his employment, upon thirty (30) days written notice, in which event Employee shall be entitled only to the Base Salary through the date of termination.

7. Change in Control.

(a) Termination Following Change in Control. Notwithstanding Sections 6(c) and 6(d) above, if the Company terminates Employee's employment without Cause or if Employee resigns with Good Reason within one hundred twenty (120) days after the occurrence of Good Reason, in either case within two (2) years of a Change in Control (as defined herein), Employee will be entitled to the following benefits, subject to applicable federal and state income and social security tax withholding requirements and the execution by Employee of a general release of claims prepared by the Company:

(i) Accrued Obligations. The "Accrued Obligations" are the sum of: (1) Employee's Base Salary through the date of termination at the rate then in effect; (2) the amount, if any, of any incentive or bonus compensation theretofore earned which has not yet been paid; (3) the product of the annual bonus paid or payable, including by reason of deferral, for the most recently completed year (excluding any bonus paid or payable pursuant to Section 5(f)) and a fraction, the numerator of which is the number of days in the current year through the date of termination and the denominator of which is 365; and (4) any benefits or awards (including both the cash and stock components) which pursuant to the terms of any plans, policies or programs have been earned or become payable, but which have not yet been paid to Employee (but not including amounts that previously had been deferred at Employee's request, which amounts will be paid in accordance with Employee's existing directions). The Accrued Obligations will be paid to Employee in a lump sum payment of cash or stock, as applicable, as soon as administratively feasible after the date of termination; provided, however, that if payment of any such Accrued Obligations at such time would result in a prohibited acceleration under Section 409A of the Internal Code of 1986 (the "Code"), such Accrued Obligations shall be paid at the time the Accrued Obligations would have been paid under the applicable plan, policy, program or arrangement relating to such Accrued Obligation had Employee remained employed by the Company.

(ii) Salary Continuance Benefit. The "Salary Continuance Benefit" is an amount equal to 2.99 times Employee's Final Compensation. For purposes of this Agreement, "Final Compensation" means the Base Salary in effect at the date of termination, plus the average of the annual bonus (excluding any bonus paid or payable pursuant to Section 5(f)) paid or payable for the two most recently completed years (both of which shall include any amount contributed therefrom by Employee to any salary reduction agreement or any other program that provides for pre-tax salary reductions or compensation deferrals). The Salary Continuance Benefit will be paid to Employee in a lump sum cash payment as soon as administratively feasible following the date of termination.

(iii) Health Care Continuance Benefit. (1) For thirty-six (36) months following the date of termination, coverage under any health care (medical, dental and vision) plan or plans ("Health Care Plans") shall continue with the Company paying the normal Company paid contribution for similarly situated active employees and with such coverage being available on the same basis as available to similarly situated active employees during such continuation period (the "Health Care Continuance Benefit"), provided that Employee's continued participation is possible under the general terms and provisions of such plans. If participation in any one or more of the Health Care Plans is not possible under the terms of the Health Care Plan or any provision of law would create an adverse tax effect for Employee or the Company due to such participation, the Company will provide substantially identical benefits directly or through a separate insurance arrangement. The Health Care Continuance Benefit as to any Health Care Plan will cease if and when Employee has obtained coverage under one or more welfare benefit plans of a subsequent employer that provides for equal or greater benefits to Employee and his dependents with respect to the specific type of benefit.

(v) Continuance of Health Care Continuation Benefits Upon Death. If Employee dies while receiving a Health Care Continuance Benefit, Employee's spouse and dependents will continue to be covered under all applicable Health Care Plans during the remainder of the thirty-six (36) month coverage period as described above. Employee's spouse and dependents will become eligible for COBRA continuation coverage for health and dental benefits at the end of such thirty-six (36) month period.

(b) Parachute Limitation and Excise Tax Gross-up. In the event any payment or distribution by the Company to or for the benefit of Employee (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 7(b)) (the "Total Payments") would subject Employee to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by Employee with respect to such excise tax (collectively, the "Excise Tax") on "excess parachute payments" (as defined in Section 280G of the Code and the regulations related thereto), then Employee will be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Employee of all taxes (including any income and employment taxes and

interest or penalties imposed with respect to such taxes) and the Excise Tax imposed on the Gross-Up Payment, Employee retains an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Total Payments. Notwithstanding the foregoing, if the amount of the Total Payments that exceeds three times the Employee's "base amount" (as defined in Section 280G of the Code) is less than $25,000, then the Total Payments shall be reduced to the extent necessary so that the Total Payments would not subject Employee to any Excise Tax. All determinations required to be made under this Section 7(b), including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment, will be made by the independent accounting firm of the Company immediately prior to Employee's termination of employment (the "Accounting Firm"). All fees and expenses of the Accounting Firm will be borne solely by the Company, and any determination by the Accounting Firm will be binding upon the Company Bank and Employee. Any Gross-Up Payment, as determined pursuant to this Section 7(e), will be paid by the Company to Employee within ten days of the receipt of the Accounting Firm's determination.

(i) If the Accounting Firm determines that no Excise Tax is payable by Employee, it shall so indicate to Employee in writing.

(ii) In the event there is an under-payment of the Gross-Up Payment due to the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm and Employee thereafter is required to make a payment of any Excise Tax, the Accounting Firm will determine the amount of any such under-payment that has occurred and such amount will be promptly paid by the Company to or for the benefit of Employee.

(c) Change of Control Defined. A "Change in Control" means the occurrence of any of the following events:

(i) The acquisition by one person, or more than one person acting as a group, of ownership of stock in the Company that, together with stock held by such person or group, constitutes more than 25% of the total fair market value or total voting power of the stock of the Company; however, if any one person, or more than one person acting as a group, is considered to own more than 25% of the total fair market value or total voting power of the stock of the Company, the acquisition of additional stock by the same person or persons will not be considered a Change in Control and an increase of the effective percentage of stock owned by any one person, or more than one person acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of this paragraph; provided, further, however, that the following acquisitions will not constitute a Change in Control: (A) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, (B) any acquisition directly from the Company (excluding an acquisition by virtue of the exercise of a conversion privilege), or (C) any acquisition pursuant to a reorganization, merger, share exchange, or consolidation by any corporation owned or proposed to be owned, directly

or indirectly, by shareholders of the Company if the shareholders' ownership of securities of the corporation resulting from such transaction constitutes a majority of the ownership of securities of the resulting entity and at least a majority of the members of the board of directors of the corporation resulting from such transaction were members of the Incumbent Board (as defined below) at the time of the execution of the initial agreement providing for such transaction.

(ii) Where individuals who, as of the Merger Date, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of such Board of Directors; *provided, however,* that any individual becoming a director subsequent to the Merger Date whose election, or nomination for election, by the shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board.

(iii) The Company consummates after the Merger Date (A) a reorganization, merger, share exchange or consolidation of the Company with any other entity, except as provided above in subparagraph (c)(i)(C), or (B) the sale or other disposition of all or substantially all of the assets of the Company.

For purposes of this Section, the provisions of section 318(a) of the Code regarding the constructive ownership of stock will apply to determine stock ownership; provided, that stock underlying unvested options (including options exercisable for stock that is not substantially vested) will not be treated as owned by the individual who holds the option. Notwithstanding the foregoing, the consummation of the Merger shall not constitute a Change of Control.

(d) Restrictive Covenants. If, after the occurrence of a Change of Control, Employee's employment is terminated without Cause or Employee terminates for Good Reason, the restrictive covenants set forth in Sections 8(e) and 8(g) will be applicable for twelve (12), and not twenty-four (24), months following the date of termination of employment.

8. Restrictive Covenants.

(a) Ownership of Work Product. The Company shall own all Work Product arising during the course of Employee's employment. For purposes hereof, "Work Product" shall mean all intellectual property rights, including all Trade Secrets, United States and international copyrights, patentable inventions, and other intellectual property rights in any programming, documentation, technology or other work product that relates to the Company, the Bank, their respective businesses or customers and that Employee conceives, develops, or delivers to the Company or its banking subsidiary (the "Bank") at any time during his employment. Employee agrees to take such actions and execute such further acknowledgments and assignments as the Company may reasonably request to give effect to this provision.

(b) Protection of Trade Secrets. Employee agrees to maintain in strict confidence and, except as necessary to perform his duties for the Company and the Bank, Employee agrees not to use or disclose any Trade Secrets, as defined by applicable law, of the Company and the Bank during or after his employment.

(c) Protection of Other Confidential Information. In addition, Employee agrees to maintain in strict confidence and, except as necessary to perform his duties for the Company, not to use or disclose any Confidential Business Information of the Company or the Bank during his employment and for a period of twenty-four (24) months following termination of his employment. "Confidential Business Information" shall mean any internal, non-public information (other than Trade Secrets addressed above) concerning the Company's and the Bank's financial position and results of operations (including revenues, assets, net income, etc.); annual and long-range business plans; product or service plans; marketing plans and methods; training, educational and administrative manuals; customer and supplier information and purchase histories; and employee lists. The provisions of Sections 7(b) and 7(b) shall also apply to protect Trade Secrets and Confidential Business Information of third parties provided to the Company or the Bank under an obligation of secrecy.

(d) Return of Materials. Employee shall return to the Company, promptly upon its request and in any event upon termination of his employment, all media, documents, notebooks, computer programs, handbooks, data files, models, samples, price lists, drawings, customer lists, prospect data, or other material of any nature whatsoever (in tangible or electronic form) in Employee's possession or control, including all copies thereof, relating to the Company, the Bank, and their respective businesses or customers. Upon the request of the Company, Employee shall certify in writing compliance with the foregoing requirement.

(e) No Solicitation of Customers. During Employee's employment with the Company and, subject to Section 7(d), for twenty-four (24) months thereafter, Employee shall not (except on behalf of or with the prior written consent of the Company), either directly or indirectly, on Employee's own behalf or in the service or on behalf of others, (A) solicit, divert, or appropriate to or for a Competing Business, or (B) attempt to solicit, divert, or appropriate to or for a Competing Business, any person or entity that is or was a customer of the Company or the Bank or any of their affiliates at any time during the twelve (12) months prior to the date of termination and with whom Employee has had material contact. A "Competing Business" shall mean a depository financial institution or holding company providing services that are the same as or substantially similar to those provided to the customer by the Company or the Bank at the time of termination of Employee's employment.

(f) No Recruitment of Personnel. During Employee's employment with the Company and for twenty-four (24) months thereafter, Employee shall not, either directly or indirectly, on Employee's own behalf or in the service or on behalf of others, (A) solicit, divert, or hire away, or (B) attempt to solicit, divert, or hire away, any employee of or consultant to the Company or the Bank.

(g) Non-Competition. During Employee's employment with the Company and, subject to Section 7(d), for twenty-four (24) months thereafter, Employee shall not (without the prior written consent of the Company) compete with the Company, the Bank or any of their affiliates by, directly or indirectly, (i) forming, serving as an organizer, director or officer of, or consultant to, or acquiring or maintaining more than a 1% passive investment in, a depository financial institution or holding company if such depository institution or holding company has one or more offices or branches located within a ten (10) mile radius of the headquarters or any branch banking office of the Company or the Bank, or for which regulatory approval is pending, as of the date of termination of employment, or (ii) acting as a financial advisor to any person or entity in connection with (A) a proposed merger, acquisition of stock or assets involving a depository financial institution or holding company in which one of the parties to the transaction is headquartered within a twenty (20) mile radius of the headquarters or any branch banking office of the Company or the Bank or (B) a deposit assumption transaction involving the assumption of deposits and/or related purchase of assets in which the deposits to be sold and assumed are held at a banking office located within a ten (10) mile radius of the headquarters or any branch banking office of the Company or the Bank; *provided, however,* that any activity that cannot be reasonably construed to have the potential to compete with or to further competition with the Company or the Bank shall not be prohibited by this Agreement.

9. General Provisions.

(a) Entire Agreement. Except as provided in the next sentence, this Agreement contains the entire understanding between the parties hereto relating to the employment of Employee by the Company and supersedes any and all prior employment or compensation agreements between Employee and the Company, including agreements in effect immediately prior to the Merger. It is specifically agreed and acknowledged that the exercisability of stock options and vesting of restricted stock, benefits or other rights on account of the Merger constituting a "change of control" (as defined in any applicable plan or agreement providing for rights upon the occurrence of a change of control) in plans or agreements other than those designated as severance, separation, change of control or employment agreements shall not be superseded by this Agreement and shall operate in accordance with their terms.

(b) Assignability. Neither this Agreement nor any right or interest hereunder shall be assignable by Employee without the Company's prior written consent, with the sole exception that the Company or Bank shall be permitted to assign this Agreement to the appropriate person, entity or successor entity in connection with a Change of Control.

(c) Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, Employee and the Company and their respective successors and assigns. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(d) Amendment of Agreement. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

(e) Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If a court determines that this Agreement or any covenant contained herein is unreasonable, void or unenforceable, for any reason whatsoever, then in such event the parties hereto agree that the duration, geographical or other limitation imposed herein should be such as the court, or jury, as the case may be, determines to be fair and reasonable, it being the intent of each of the parties hereto to be subject to an agreement that is necessary for the protection of the legitimate interest of the Company and its successors or assigns and that is not unduly harsh in curtailing the legitimate rights of Employee.

(f) Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (with respect to the Company or the Bank, to the Company's Chief Executive Officer) or when mailed if mailed by certified mail, return receipt requested. Notices mailed shall be addressed, in the case of Employee, to his last known residential address, and in the case of the Company or the Bank, to the Company's corporate headquarters, attention of the Chief Executive Officer, or to such other address as Employee or the Company any designate in writing at the time or from time to time to the other party in accordance with this Section.

(g) Waiver. No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power of privilege. The provisions of this Section 8(g) cannot be waived except in writing signed by both parties.

(h) Governing Law. This Agreement has been executed and delivered in the Commonwealth of Virginia, and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Virginia.

(i) Fees and Expenses. The Company will pay or reimburse Employee for all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred by Employee (i) in contesting or disputing any termination of the Employee's employment or (ii) in seeking to obtain or enforce any right or benefit provided by this Agreement, in each case provided Employee's claim is substantially upheld by a court of competent jurisdiction. Any reimbursements to be paid by the Company to Employee under this Section 8(i) must be paid as soon as administratively feasible after the termination of any such litigation or other proceeding, or the settlement thereof, under terms on which the Employee's claim is substantially upheld.

(j) Deferred Compensation Omnibus Provision. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time, including without limitation payment and provision of benefits only in connection with the occurrence of a permissible payment event contained in Section 409A (e.g. death, disability, separation from service from the Company and its affiliates as defined for purposes of Section 409A of the Code), and in such form, as complies with the applicable requirements of Section 409A of the Code to avoid the unfavorable tax consequences provided therein for non compliance. Notwithstanding any other provision of this Agreement, the Company's Compensation Committee or Board of Directors is authorized to amend this Agreement, to amend or void any election made by Employee under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by it to be necessary or appropriate to comply, or to evidence or further evidence required compliance, with Section 409A of the Code (including any transition or grandfather rules thereunder). For purposes of this Agreement, all rights to payments and benefits hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code. If Employee is a key employee (as defined in Section 416(i) of the Code without regard to paragraph (5) thereof) and any of the Company's stock is publicly traded on an established securities market or otherwise, then payment of any amount or provision of any benefit under this Agreement which is considered deferred compensation subject to Section 409A of the Code shall be deferred for six (6) months as required by Section 409A(a)(2)(B)(i) of the Code (the "409A Deferral Period"). In the event such payments are otherwise due to be made in installments or periodically during the 409A Deferral Period, the payments which would otherwise have been made in the 409A Deferral Period shall be accumulated and paid in a lump sum as soon as the 409A Deferral Period ends, and the balance of the payments shall be made as otherwise scheduled. In the event benefits are required to be deferred, any such benefit may be provided during the 409A Deferral Period at Employee's expense, with Employee having a right to reimbursement from the Company once the 409A Deferral Period ends, and the balance of the benefits shall be provided as otherwise scheduled. For purposes of this Agreement, termination of employment and date of termination or cessation of employment will be read to mean a "separation from service" within the meaning of Section 409A of the Code where it is reasonably anticipated that no further services would be performed after such date or that the level of bona fide services Employee would perform after that date (whether as an employee or independent contractor) would permanently decrease to less than 50% of the average level of bona fide services performed over the immediately preceding thirty-six (36) month period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above stated.

COMMUNITY BANKERS TRUST CORP.

By: /s/ George M. Longest
George M. Longest, Jr.
President and Chief Executive Officer

EMPLOYEE

/s/ Gary A Simanson
Gary A. Simanson

Exhibit 31.1

CERTIFICATION

I, George M. Longest, Jr., certify that:

1. I have reviewed the Quarterly Report on Form 10-Q of Community Bankers Trust Corporation for the period ended September 30, 2008;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 14, 2008

/s/ George M. Longest, Jr.

George M. Longest, Jr.
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Bruce E. Thomas, certify that:

1. I have reviewed the Quarterly Report on Form 10-Q of Community Bankers Trust Corporation for the period ended September 30, 2008;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 14, 2008

/s/ Bruce E. Thomas

Bruce E. Thomas
Senior Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER

Pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350)

The undersigned, as the Chief Executive Officer and Chief Financial Officer of Community Bankers Trust Corporation, respectively, certify that, to the best of each such individual's knowledge and belief, the Quarterly Report on Form 10-Q for the period ended September 30, 2008 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the periodic report fairly presents, in all material respects, the financial condition and results of operations of Community Bankers Trust Corporation at the dates and for the periods indicated. The foregoing certification is made pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350) and shall not be relied upon for any other purpose. The undersigned expressly disclaim any obligation to update the foregoing certification except as required by law.

/s/ George M. Longest, Jr.

George M. Longest, Jr.
President and Chief Executive Officer

/s/ Bruce E. Thomas

Bruce E. Thomas
Senior Vice President and Chief Financial Officer

Dated: November 14, 2008