

Item 1.01 – Entry into a Material Definitive Agreement

On June 25, 2025, Hanover Bancorp, Inc., a New York corporation (“Parent”) entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Hanover Bancorp, Inc., a Maryland corporation and Parent’s wholly owned subsidiary (the “Surviving Corporation” or the “Company”), pursuant to which, on the same date, Parent merged with and into the Surviving Corporation (the “Reincorporation Merger”). Upon the consummation of the Reincorporation Merger, Parent ceased its legal existence, and the Company continued Parent’s business as the surviving corporation in the Reincorporation Merger under the name “Hanover Bancorp, Inc.” succeeding to all Parent’s rights, assets, liabilities and obligations, except that its affairs ceased to be governed by the New York Business Corporation Law (the “NYBCL”), and became subject to the Maryland General Corporation Law (the “MGCL”). Pursuant to the Merger Agreement, the Articles of Incorporation and the Bylaws of the Surviving Corporation (the “Maryland Bylaws” or the “Company Bylaws”), as in effect prior to the consummation of the Reincorporation Merger, shall continue in full force and effect as the Company’s Articles of Incorporation and the Company Bylaws, respectively, until further amended and changed pursuant to the MGCL.

The Merger Agreement and the Reincorporation Merger were duly approved by directors and stockholders of Parent and the Surviving Corporation as follows: (a) by Parent’s board of directors on December 20, 2023, and by Parent’s stockholders on January 23, 2024 at the annual meeting of stockholders, respectively, and (b) by the directors of the Surviving Corporation and Parent, as the sole stockholder of the Surviving Corporation, on June 25, 2025.

The issuance of shares of the Company’s common stock, par value \$0.01 per share (the “Company Common Stock”) pursuant to the Merger Agreement was exempt from registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), in reliance on Rule 145(a)(2) under the Securities Act, which provides that a merger which sole purpose is to change a corporation’s domicile does not involve the sale of securities for purposes of the Securities Act.

The Merger Agreement constituted the plan of reorganization within the meaning of 368(a)(1) of the Internal Revenue Code of 1986, as amended.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 2.01 – Completion of Acquisition or Disposition of Assets

The information contained in Item 1.01 above is incorporated herein by reference.

Item 3.03 – Material Modification to Rights of Security Holders

Effective as of June 25, 2025 (the “Effective Day”), Parent merged with and into the Company, with the Company being the surviving corporation and successor in interest to Parent. The purpose of the Reincorporation Merger was to re-domicile Parent from New York to Maryland. The Surviving Corporation was incorporated on May 10, 2024 for the sole purpose of effecting the Reincorporation Merger. Prior to the Reincorporation Merger, the Surviving Corporation had one share of Company Common Stock outstanding, held by Parent and had no assets, liabilities or business.

The Reincorporation Merger was accomplished by the filing of the (i) the Articles of Merger with the State Department of Assessments and Taxation of Maryland (“SDAT”), and (ii) Certificate of Merger with the New York Secretary of State. The Reincorporation Merger will become effective on The Nasdaq Global Select Market on June 26, 2025.

Upon the consummation of the Reincorporation Merger:

- Parent changed its domicile from New York to Maryland;
 - The affairs of the registrant ceased to be governed by the NYBCL and became subject to the MGCL;
 - The Company succeeded to all rights, assets, liabilities and obligations of Parent, including becoming a publicly held company, and will continue filing reports under Section 15(d) of the
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Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the rules and regulations thereunder and provide to its stockholders the same type of information that Parent previously filed;

- Each outstanding share of Parent Common Stock or Parent Series A Preferred Stock, issued and outstanding immediately before the Reincorporation Merger automatically extinguished and converted into one share of the Company Common Stock or Company Series A Preferred Stock, respectively;
- The Company Common Stock and Company Series A Preferred Stock issued in connection with the Reincorporation Merger to stockholders of Parent will be deemed registered under Section 12(b) of the Exchange Act without any additional actions by virtue of the Company being a successor to Parent, which Parent Common Stock was registered under Section 12(b) of the Exchange Act prior to the Reincorporation Merger;
- The authorized capital stock of the Company is the same as the authorized capital stock of Parent, and consists of (i) 17,000,000 shares of Company Common Stock and (ii) 15,000,000 shares of preferred stock, par value \$0.01 per share;
- The share previously issued by the Surviving Corporation to Parent was canceled and returned to the treasury;
- Outstanding options to purchase Parent Common Stock were converted into options and warrants to purchase the same number of shares of the Company Common Stock;
- The directors and officers of Parent became directors and officers of the Company.

The Reincorporation Merger did not materially modify the rights of the registrant’s stockholders. However, as of the Effective Day, the determination of the rights of the registrant’s stockholders began to be governed by statutory corporate laws of Maryland, governed by the MGCL, the Articles of Incorporation and the Maryland Bylaws, adopted pursuant to the Merger Agreement. The key differences between NYBCL and MGCL were previously set forth by Parent in its Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on February 9, 2024, provided that such is qualified in its entirety by reference to the full text of, and decisions interpreting, applicable New York and Maryland law and by reference to the complete text of the Articles of Incorporation and the Maryland Bylaws, copies of which are filed as Exhibit 3.1 and 3.2 hereto, respectively, and incorporated herein by reference.

Item 5.03 – Amendments to Articles of Incorporation or By-laws; Change in Fiscal Year

The information contained in Items 1.01 and 3.03 above is incorporated herein by reference.

Item 9.01 – Financial Statements and Exhibits

(d) Exhibits

The following Exhibits are furnished as part of this report:

Exhibit Number	Description
Exhibit 3.1	Articles of Incorporation of Hanover Bancorp, Inc., a Maryland corporation
Exhibit 3.2	Bylaws of Hanover Bancorp, Inc., a Maryland corporation
Exhibit 3.3	Certificate of Merger filed with the Secretary of State of the State of New York
Exhibit 3.4	Articles of Merger filed with the State Department of Assessments and Taxation of Maryland
Exhibit 10.1	Agreement and Plan of Merger by and between Hanover Bancorp, Inc., a New York corporation, and Hanover Bancorp, Inc., a Maryland corporation dated as of June 25, 2025
Exhibit 104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

SIGNATURE

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

HANOVER BANCORP, INC.

Date: June 27, 2025

By: /s/ Lance P. Burke

Lance P. Burke
Executive Vice President & Chief Financial Officer
(Principal Financial Officer)

**ARTICLES OF INCORPORATION OF
HANOVER BANCORP, INC.**

The undersigned, Gregory T. Krauss, whose address is c/o Windels Marx Lane & Mittendorf, LLP, 120 Albany Street Plaza, FL 6, New Brunswick, New Jersey, being at least 18 years of age, acting as incorporator, does hereby form a corporation under the General Laws of the State of Maryland having the following Articles of Incorporation:

The name of the corporation is **HANOVER BANCORP, INC.** (herein, the “Corporation”).

The address of the principal office of the Corporation in the State of Maryland is c/o CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202.

The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the general laws of the State of Maryland as now or hereafter in force.

The name and address of the resident agent of the Corporation in the State of Maryland is CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202. Said resident agent is a Maryland corporation.

Authorized Stock. The total number of shares of capital stock of all classes that the Corporation has authority to issue is thirty-two million (32,000,000) shares, consisting of:

- (a) fifteen million (15,000,000) shares of preferred stock, par value one cent (\$0.01) per share (the “Preferred Stock”); and
- (b) seventeen million (17,000,000) shares of common stock, par value one cent (\$0.01) per share (the “Common Stock”).

The aggregate par value of all the authorized shares of capital stock is three hundred twenty thousand dollars (\$320,000). Except to the extent required by governing law, rule or regulation, the shares of capital stock may be issued from time to time by the Board of Directors without further approval of the stockholders of the Corporation. The Corporation shall have the authority to purchase its capital stock out of funds lawfully available therefor, which funds shall include, without limitation, the Corporation’s unreserved and unrestricted capital surplus. The Board of Directors, pursuant to a resolution approved by a majority of the Whole Board (rounded up to the nearest whole number), and without action by the stockholders, may amend these Articles to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class or series that the Corporation has authority to issue. For the purposes of these Articles, the term “Whole Board” shall mean the total number of directors that the Corporation would have if there were no vacancies on the Board of Directors at the time any such resolution is presented to the Board of Directors for adoption.

Section 5.02 Common Stock. Except as provided under the terms of any series of Preferred, exclusive voting power shall be vested in the Common Stock. Except as otherwise provided in these Articles, each holder of Common Stock shall be entitled to one vote for each share of Common Stock standing in the holder’s name on the books of the Corporation. Subject to any rights and preferences of any series of Preferred Stock, holders of Common Stock shall be entitled to such dividends as may be declared by the Board of Directors out of funds lawfully available therefor. Upon the liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, holders of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them, respectively, after: (i) payment or provision for payment of the Corporation’s debts and liabilities; and (ii) distributions or provisions for distributions to holders of any class or series of stock having a preference over the Common Stock in the liquidation, dissolution or winding up of the Corporation.

Section 5.03 Preferred Stock. The Board of Directors is hereby expressly authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, to establish from time to time the number of shares to be included in each such series, and to fix the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the shares of each such series. The number of authorized shares of the Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required by law or pursuant to the terms of such Preferred Stock. The power of the stockholders to increase or decrease the authorized shares of Preferred Stock shall not limit any of the powers of the Board of Directors provided under these Articles.

Section 5.04 SERIES A CONVERTIBLE PERPETUAL PREFERRED STOCK

1. Definitions.

- (a) “Affiliate” has the meaning set forth in 12 C.F.R. Section 225.2(a) or any successor provision.
- (b) “Articles of Incorporation” means the Articles of Incorporation of the Corporation, as amended and in effect from time and time.
- (c) “Board of Directors” means the board of directors of the Corporation.
- (d) A “business day” means any day other than a Saturday or a Sunday or a day on which banks in New York are authorized or required by law, executive order or regulation to close.
- (e) “Certificate” means a certificate representing one (1) or more shares of Series A Preferred Stock.
- (f) “Common Stock” means the voting common stock of the Corporation, \$0.01 par value per share.
- (g) “Corporation” means Hanover Bancorp, Inc., a Maryland corporation.
- (h) “Dividends” has the meaning set forth in Section 5.04(3).
- (i) “Exchange Agent” means Computershare Trust Company, N.A., solely in its capacity as transfer and exchange agent for the Corporation, or any successor transfer and exchange agent for the Corporation.
- (j) “Liquidation Distribution” has the meaning set forth in Section 5.04(4)(b).
- (k) “Permissible Transfer” means a transfer by the holder of Series A Preferred Stock (i) to the Corporation; (ii) in a widely distributed public offering of Common Stock or Series A Preferred Stock; (iii) that is part of an offering that is not a widely distributed public offering of Common Stock or Series A Preferred Stock but is one in which no one transferee (or group of associated transferees) acquires the right to receive two percent (2%) or more of any class of the Voting Securities of the Corporation then outstanding (including pursuant to a related series of transfers); (iv) that is part of a transfer of Common Stock or Series A Preferred Stock to an underwriter for the purpose of conducting a widely distributed public offering; or (v) to a transferee that controls more than fifty percent (50%) of the Voting Securities of the Corporation without giving effect to such transfer.

- (l) “Person” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, or any other form of entity not specifically listed herein.
- (m) “Series A Preferred Stock” has the meaning set forth in Section 5.04(2).
- (n) “Voting Security” has the meaning set forth in 12 C.F.R. Section 225.2(q) or any successor provision.

2. Designation; Number of Shares. The series of shares of Preferred Stock hereby authorized shall be designated the “Series A Convertible Perpetual Preferred Stock”. The number of authorized shares of the Series A Preferred Stock shall be 450,000 shares. The Series A Preferred Stock shall have a par value of \$0.01 per share. Each share of Series A Preferred Stock has the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption as described herein. Each share of Series A Preferred Stock is identical in all respects to every other share of Series A Preferred Stock.

3. Dividends. The Series A Preferred Stock will rank *pari passu* with the Common Stock with respect to the payment of dividends or distributions, whether payable in cash, securities, options or other property, and with respect to issuance, grant or sale of any rights to purchase stock, warrants, securities or other property (collectively, the “Dividends”) on a pro rata basis with the Common Stock determined on an as-converted basis assuming all shares had been converted pursuant to Section 5.04(5) as of immediately prior to the record date of the applicable Dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such Dividends are to be determined). Accordingly, the holders of record of Series A Preferred Stock will be entitled to receive as, when, and if declared by the Board of Directors, Dividends in the same per share amount as paid on the number of shares of Common Stock with respect to the number of shares of Common Stock into which the shares of Series A Preferred Stock would be converted, and no Dividends will be payable on the Common Stock or any other class or series of capital stock ranking with respect to Dividends *pari passu* with the Common Stock unless a Dividend identical to that paid on the Common Stock is payable at the same time on the Series A Preferred Stock in an amount per share of Series A Preferred Stock equal to the product of (a) the per share Dividend declared and paid in respect of each share of Common Stock and (b) the number of shares of Common Stock into which such share of Series A Preferred Stock is then convertible (without regard to any limitations on conversion of the Series A Preferred Stock); *provided, however*, that if a stock Dividend is declared on Common Stock payable solely in Common Stock, the holders of Series A Preferred Stock will be entitled to a stock Dividend payable solely in shares of Series A Preferred Stock in the same ratio as the number of shares of Common Stock received by the holders of Common Stock. Dividends that are payable on Series A Preferred Stock will be payable to the holders of record of Series A Preferred Stock as they appear on the stock register of the Corporation on the applicable record date, as determined by the Board of Directors, which record date will be the same as the record date for the equivalent Dividend of the Common Stock. In the event that the Board of Directors does not declare or pay any Dividends with respect to shares of Common Stock, then the holders of Series A Preferred Stock will have no right to receive any Dividends.

4. Liquidation.

(a) Rank. The Series A Preferred Stock will, with respect to rights upon liquidation, winding up and dissolution, rank (i) subordinate and junior in right of payment to all other securities of the Corporation which, by their respective terms, are senior to the Series A Preferred Stock or the Common Stock, and (ii) *pari passu* with the Common Stock pro rata

on an as-converted basis. Not in limitation of anything contained herein, and for purposes of clarity, the Series A Preferred Stock is subordinated to the general creditors and subordinated debt holders of the Company, and the depositors of the Company's bank subsidiaries, in any receivership, insolvency, liquidation or similar proceeding.

(b) Liquidation Distributions. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, holders of Series A Preferred Stock will be entitled to receive, for each share of Series A Preferred Stock, out of the assets of the Corporation or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Corporation, subject to the rights of any Persons to whom the Series A Preferred Stock is subordinate, a distribution ("Liquidation Distribution") equal to (i) any authorized and declared, but unpaid, Dividends with respect to such share of Series A Preferred Stock at the time of such liquidation, dissolution or winding up, and (ii) the amount the holder of such share of Series A Preferred Stock would receive in respect of such share if such share had been converted into shares of Common Stock at the then applicable conversion rate at the time of such liquidation, dissolution or winding up (assuming the conversion of all shares of Series A Preferred Stock at such time, without regard to any limitations on conversion of the Series A Preferred Stock). All Liquidation Distributions to the holders of the Series A Preferred Stock and Common Stock set forth in clause (ii) above will be made pro rata to the holders thereof.

(c) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 5.04(4), the merger or consolidation of the Corporation with any other corporation or other entity, including a merger or consolidation in which the holders of Series A Preferred Stock receive cash, securities or other property for their shares, or the sale, lease or exchange (for cash, securities or property) of all or substantially all of the assets of the Corporation, will not constitute a liquidation, dissolution or winding up of the Corporation.

5. Conversion.

(a) General

- (i) A holder of Series A Preferred Stock shall be permitted to convert, or upon the written request of the Corporation shall convert, shares of Series A Preferred Stock into shares of Common Stock at any time or from time to time, provided that upon such conversion the holder, together with all Affiliates of the holder, will not own or control in the aggregate more than nine point nine percent (9.9%) of the Common Stock (or of any class of Voting Securities issued by the Corporation), excluding for the purpose of this calculation any reduction in ownership resulting from transfers by such holder of Voting Securities of the Corporation (which, for the avoidance of doubt, does not include Series A Preferred Stock), provided further that the right to convert under this Section 5.04(5)(a)(i) shall not be available to a transferee of shares of Series A Preferred Stock with respect to a transfer other than a Permissible Transfer. In any such conversion, each share of Series A Preferred Stock will convert initially into one share of Common Stock, subject to adjustment as provided in Section 5.04(6) below .
- (ii) Each share of Series A Preferred Stock will automatically convert into shares of Common Stock, without any further action on the part of any holder, subject to adjustment as provided in Section 5.04(6), below, on the date a holder of Series A Preferred Stock transfers any shares of Series A Preferred Stock to a non-Affiliate of the holder in a Permissible Transfer.

- (iii) To effect any permitted conversion under Section 5.04(5)(a)(i) or Section 5.04(5)(a)(ii), the holder shall surrender the certificate or certificates evidencing such shares of Series A Preferred Stock, duly endorsed, at the registered office of the Corporation, and provide written instructions to the Corporation as to the number of whole shares for which such conversion shall be effected, together with any appropriate documentation that may be reasonably required by the Corporation. Upon the surrender of such certificate(s), the Corporation will issue and deliver to such holder (in the case of a conversion under Section 5.04(5)(a)(i)) or such holder's transferee (in the case of a conversion under Section 5.04(5)(a)(ii)) a certificate or certificates for the number of shares of Common Stock into which the Series A Preferred Stock has been converted and, in the event that such conversion is with respect to some, but not all, of the holder's shares of Series A Preferred Stock, the Corporation shall deliver to such holder a certificate or certificate(s) representing the number of shares of Series A Preferred Stock that were not converted to Common Stock or Non-Voting Common Stock.
- (iv) All shares of Common Stock delivered upon conversion of the Series A Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests, charges and other encumbrances.

(b) Reservation of Shares Issuable Upon Conversion. The Corporation will at all times reserve and keep available out of its authorized but unissued Common Stock solely for the purpose of effecting the conversion of the Series A Preferred Stock such number of shares of Common Stock as will from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of shares of authorized but unissued Common Stock will not be sufficient to effect the conversion of all then outstanding Series A Preferred Stock, the Corporation will take such action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Stock to such number of shares as will be sufficient for such purpose.

(d) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5.04(5) and in the taking of all such actions as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against impairment.

(e) Compliance with Law. Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion of the Series A Preferred Stock, the Corporation shall use its reasonable best efforts to comply with any federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(f) Listing. The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be traded on any national securities exchange, the Corporation will, if permitted by the rules of such exchange, list and keep listed, so long as the Common Stock shall be so listed on such exchange, all the Common Stock issuable upon conversion of the Series A Preferred Stock; provided, however, that if the rules of such exchange require the Corporation to defer the listing of such Common Stock until the first conversion of Series A Preferred Stock into Common Stock in accordance with the provisions hereof, the Corporation covenants to list such Common Stock issuable upon conversion of the

Series A Preferred Stock in accordance with the requirements of such exchange at such time.

6. Adjustments.

(a) Combinations or Divisions of Common Stock. In the event that the Corporation at any time or from time to time will effect a division of the Common Stock into a greater number of shares (by stock split, reclassification or otherwise other than by payment of a Dividend in Common Stock or in any right to acquire the Common Stock), or in the event the outstanding Common Stock will be combined or consolidated, by reclassification, reverse stock split or otherwise, into a lesser number of shares of the Common Stock, then the dividend, liquidation, and conversion rights of each share of Series A Preferred Stock in effect immediately prior to such event will, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate.

(b) Reclassification, Exchange or Substitution. If the Common Stock is changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a division or combination of shares provided for in Section 5.04(6)(a) above), (1) the conversion ratio then in effect will, concurrently with the effectiveness of such transaction, be adjusted so that each share of the Series A Preferred Stock will be convertible into, in lieu of the number of shares of Common Stock which the holders of the Series A Preferred Stock would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equal to the product of (i) the number of shares of such other class or classes of stock that a holder of a share of Common Stock would be entitled to receive in such transaction and (ii) the number of shares of Common Stock into which such share of Series A Preferred Stock is then convertible (without regard to any limitations on conversion of the Series A Preferred Stock) immediately before that transaction and (2) the Dividend and Liquidation Distribution rights then in effect will, concurrently with the effectiveness of such transaction, be adjusted so that each share of Series A Preferred Stock will be entitled to a Dividend and Liquidation Distribution right, in lieu of with respect to the number of shares of Common Stock which the holders of the Series A Preferred Stock would otherwise have been entitled to receive, with respect to a number of shares of such other class or classes of stock equal to the product of (i) the number of shares of such other class or classes of stock that a holder of a share of Common Stock would be entitled to receive in such transaction and (ii) the number of shares of Common Stock into which such share of Series A Preferred Stock is then convertible (without regard to any limitations on conversion of the Series A Preferred Stock) immediately before that transaction.

(c) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 5.04(6), the Corporation at its expense will promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate executed by the Corporation's President (or other appropriate officer) setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation will, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, and (ii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock.

7. Reorganization, Mergers, Consolidations or Sales of Assets. If at any time or from time to time there will be a capital reorganization of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares otherwise provided for in Section 5.04(6) or a merger or consolidation of the Corporation with or into another corporation, or the sale of all or substantially all the Corporation's properties and assets to

any other Person, then, as a part of such reorganization, merger, consolidation or sale, provision will be made so that the holders of the Series A Preferred Stock will thereafter be entitled to receive upon conversion of the Series A Preferred Stock, the number of shares of stock or other securities or property of the Corporation, or of the successor company resulting from such merger or consolidation or sale, to which a holder of that number of shares of Common Stock deliverable upon conversion of the Series A Preferred Stock would have been entitled to receive on such capital reorganization, merger, consolidation or sale (without regard to any limitations on conversion of the Series A Preferred Stock).

8. Redemption. Except to the extent a liquidation under Section 5.04(4) may be deemed to be a redemption, the Series A Preferred Stock will not be redeemable at the option of the Corporation or any holder of Series A Preferred Stock at any time. Notwithstanding the foregoing, the Corporation will not be prohibited from repurchasing or otherwise acquiring shares of Series A Preferred Stock in voluntary transactions with the holders thereof, subject to compliance with any applicable legal or regulatory requirements, including applicable regulatory capital requirements. Any shares of Series A Preferred Stock repurchased or otherwise acquired may be cancelled by the Corporation and thereafter be reissued as shares of any series of preferred stock of the Corporation.

9. Voting Rights. The holders of Series A Preferred Stock will not have any voting rights, except as may otherwise from time to time be required by law. If the holders of Series A Preferred Stock shall be entitled by law to vote as a single class with the holders of outstanding shares of Common Stock, with respect to any and all matters presented to the shareholders of the Corporation for their action or consideration (by vote or written consent), each share of Series A Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share is convertible pursuant to Section 5.04(5).

10. Protective Provisions. So long as any shares of Series A Preferred Stock are issued and outstanding, the Corporation will not (including by means of merger, consolidation or otherwise), except as otherwise required herein, without obtaining the approval (by vote or written consent) of the holders of a majority of the issued and outstanding shares of Series A Preferred Stock, (a) alter or change the rights, preferences, privileges or restrictions provided for the benefit of the holders of the Series A Preferred Stock so as to affect them adversely, (b) increase or decrease the authorized number of shares of Series A Preferred Stock or (c) enter into any agreement, merger or business consolidation, or engage in any other transaction, or take any action that would have the effect of adversely changing any preference or any relative or other right provided for the benefit of the holders of the Series A Preferred Stock. In the event that the Corporation offers to repurchase shares of Common Stock directly from the holders thereof other than as part of a publicly announced stock repurchase program, the Corporation shall offer to repurchase shares of Series A Preferred Stock pro rata based upon the number of shares of Common Stock such holders would be entitled to receive if such shares were converted into shares of Common Stock immediately prior to such repurchase.

11. Notices. All notices required or permitted to be given by the Corporation with respect to the Series A Preferred Stock shall be in writing, and if delivered by first class United States mail, postage prepaid, to the holders of the Series A Preferred Stock at their last addresses as they shall appear upon the books of the Corporation, shall be conclusively presumed to have been duly given, whether or not the holder actually receives such notice; provided, however, that failure to duly give such notice by mail, or any defect in such notice, to the holders of any stock designated for repurchase, shall not affect the validity of the proceedings for the repurchase of any other shares of Series A Preferred Stock, or of any other matter required to be presented for the approval of the holders of the Series A Preferred Stock.

12. Record Holders. To the fullest extent permitted by law, the Corporation will be entitled to recognize the record holder of any share of Series A Preferred Stock as the true and lawful owner thereof for all purposes and will not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other Person, whether or not it will have express or other notice thereof.

13. Term. The Series A Preferred Stock shall have perpetual term unless converted in accordance with Section 5.04(5).

14. No Preemptive Rights. The holders of Series A Preferred Stock are not entitled to any preemptive or preferential right to purchase or subscribe for any capital stock, obligations, warrants or other securities or rights of the Corporation, except for any such rights that may be granted by way of separate contract or agreement to one or more holders of Series A Preferred Stock.

15. Replacement Certificates. In the event that any Certificate will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Corporation, the posting by such Person of a bond in such amount as the Corporation may determine is necessary as indemnity against any claim that may be made against it with respect to such Certificate, the Corporation or the Exchange Agent, as applicable, will deliver in exchange for such lost, stolen or destroyed Certificate a replacement Certificate.

16. Other Rights. The shares of Series A Preferred Stock have no preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or rights, other than as set forth herein or as provided by applicable law.

17. General Provisions. In addition to the above provisions with respect to the Series A Preferred Stock, such Series A Preferred Stock shall be subject to, and entitled to the benefits of, the provisions set forth in the Corporation's Certificate of Incorporation with respect to preferred stock generally.

Section 5.05 Majority Vote for Certain Actions. With respect to those actions as to which any provision of the Maryland General Corporation Law (the "MGCL") requires stockholder authorization by a greater proportion than a majority of the total number of shares of all classes of capital stock or of the total number of shares of any class of capital stock, any such action shall be valid and effective if authorized by the affirmative vote of the holders of a majority of the total number of shares of all classes outstanding and entitled to vote thereon, except as otherwise provided in these Articles.

Section 5.06 Quorum. Except as otherwise provided by law or expressly provided in these Articles, the presence, in person or by proxy, of the holders of record of shares of capital stock of the Corporation entitling the holders thereof to cast a majority of the votes (after giving effect, if required, to the provisions of Article V) entitled to be cast by the holders of shares of capital stock of the Corporation entitled to vote shall constitute a quorum at all meetings of the stockholders, and every reference in these Articles to a majority or other proportion of capital stock (or the holders thereof) for purposes of determining any quorum requirement or any requirement for stockholder consent or approval shall be deemed to refer to such majority or other proportion of the votes (or the holders thereof) then entitled to be cast in respect of such capital stock.

Except for preemptive rights approved by the Board of Directors pursuant to a resolution approved by a majority of the directors then in office, no holder of the capital stock of the Corporation or series of stock or of options, warrants or other rights to purchase shares of any class or series of stock or of other securities of the Corporation shall have any preemptive right to purchase or subscribe for any unissued capital stock of any class or series, or any unissued

bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for capital stock of any class or series or carrying any right to purchase stock of any class or series.

The following provisions are made a part of these Articles for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

Section 7.01 Management of the Corporation. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. All powers of the Corporation may be exercised by or under the authority of the Board of Directors, except as conferred on or as reserved to the stockholders by law or by these Articles or the Bylaws of the Corporation; provided, however, that any limitations on the Board of Directors' management or direction of the affairs of the Corporation shall reserve the directors' full power to discharge their fiduciary duties.

Section 7.02 Number, Class and Terms of Directors; No Cumulative Voting. The number of directors constituting the Board of Directors of the Corporation, which shall initially be nine, shall be fixed from time to time exclusively by a majority vote of the Board of Directors; provided, however, that such number shall never be less than the minimum number of directors required by the MGCL now or hereafter in force.

The names of the individuals who will serve as the initial directors of the Corporation until their successors are elected and qualify are as follows:

- Michael P. Puorro
- Varkey Abraham
- Robert Golden
- Ahron H. Haspel
- Michael Katz
- Metin Negrin
- Philip Okun
- Elena Sisti
- John R. Sorrenti

The classes, if any, for the terms of office for directors will be as described in the Bylaws of the Corporation.

Stockholders shall not be permitted to cumulate their votes in the election of directors. A plurality of all the votes cast at a meeting at which a quorum is present is sufficient to elect a director, unless the bylaws otherwise provide.

Section 7.03 Vacancies. Any vacancies in the Board of Directors resulting from an increase in the size of the Board of Directors or the death, resignation or removal of a director may be filled only by the affirmative vote of a majority of the remaining Board of Directors (whether or not they constitute a quorum) for the remainder of the full term of the director in which the vacancy occurred (as applicable) and until a successor is duly elected and qualifies.

Section 7.04 Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least 75% of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors (after giving effect to the provisions of Article V hereof) voting together as a single class.

Section 7.05 Stockholder Proposals and Nominations of Directors. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation. Stockholder proposals to be presented in connection with a special meeting of stockholders shall be presented by the Corporation only to the extent required by Section 2-502 of the MGCL and the Bylaws of the Corporation.

Section 7.06 Special Meetings of Stockholders. Special meetings of stockholders shall be called by the Secretary only as otherwise permitted by the Bylaws or at the written request of stockholders entitled to cast at least a majority of all the votes entitled to be cast at the meeting addressed to the Corporation's Secretary. Such written

request shall state the purpose or purposes of the meeting and the matters proposed to be acted upon at the meeting, and shall be delivered at the principal office of the Corporation addressed to the President or the Secretary. The Secretary shall inform the stockholders who make the request of the reasonably estimated cost of preparing and mailing a notice of the meeting and, upon payment of these costs to the Corporation, notify each stockholder entitled to notice of the meeting.

The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the Board of Directors shall require the approval of a majority of the Whole Board. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation. The affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors (after giving effect to the provisions of ARTICLE V hereof), voting together as a single class, shall be required for the adoption, amendment or repeal of any provisions of the Bylaws of the Corporation by the stockholders.

The Board of Directors, when evaluating (i) any offer of another Person (as defined below) to (A) make a tender or exchange offer for any equity security of the Corporation, (B) merge or consolidate the Corporation with another corporation or entity, or (C) purchase or otherwise acquire all or substantially all of the properties and assets of the Corporation or (ii) any other actual or proposed transaction that would or may involve a change in control of the Corporation (whether by purchases of shares of stock or any other securities of the Corporation in the open market or otherwise, tender offer, merger, consolidation, share exchange, dissolution, liquidation, sale of all or substantially all of the assets of the Corporation, proxy solicitation or otherwise), may, but is not required to, in connection with the exercise of its business judgment in determining what is in the best interests of the Corporation and its stockholders and in making any recommendation to the Corporation's stockholders, give due consideration to all relevant factors, including, but not limited to: (A) the economic effect, both immediate and long-term, upon the Corporation's stockholders, including stockholders, if any, who do not participate in the transaction; (B) the social and economic effect on the present and future employees, creditors and customers of, and others dealing with, the Corporation and its subsidiaries and on the communities in which the Corporation and its subsidiaries operate or are located; (C) whether the proposal is acceptable based on the historical, current or projected future operating results or financial condition of the Corporation; (D) whether a more favorable price could be obtained for the Corporation's stock or other securities in the future; (E) the reputation and business practices of the other entity to be involved in the transaction and its management and affiliates as they would affect the employees of the Corporation and its subsidiaries; (F) the future value of the stock or any other securities of the Corporation or the other entity to be involved in the proposed transaction; (G) any antitrust or other legal and regulatory issues that are raised by the proposal; (H) the business and historical, current or expected future financial condition or operating results of the other entity to be involved in the transaction, including, but not limited to, debt service and other existing financial obligations, financial obligations to be incurred in connection with the proposed transaction, and other likely financial obligations of the other entity to be involved in the proposed transaction; and (I) the ability of the Corporation to fulfill its objectives as a financial institution holding company and on the ability of its subsidiary financial institution(s) to fulfill the objectives of a federally insured financial institution under applicable statutes and regulations. If the Board of Directors determines that any proposed transaction of the type described in clause (i) or (ii) of the immediately preceding sentence should be rejected, it may take any lawful action to defeat such transaction, including, but not limited to, any or all of the following: advising stockholders not to accept the proposal; instituting litigation against the party making the proposal; filing complaints with governmental and regulatory authorities; acquiring the stock or any of the securities of the Corporation; selling or otherwise issuing authorized but unissued stock or other securities or granting options or rights with respect thereto; and/or obtaining a more favorable offer from another Person. This ARTICLE IX sets forth certain factors that may be considered by the Board of Directors, but does not create any implication concerning the factors that must be considered, or any other factors that may or may not be considered, by the Board of Directors regarding any proposed transaction of the type described in clause (i) or (ii) of the first sentence of this ARTICLE IX.

For purposes of this ARTICLE IX, a "Person" shall include an individual, a group acting in concert, a corporation, a partnership, an association, a joint venture, a pool, a joint stock company, a trust, an unincorporated organization or similar company, a syndicate or any other group or entity formed for the purpose of acquiring, holding or disposing of securities.

Indemnification. The Corporation shall indemnify (1) its current and former directors and officers, whether serving the Corporation or at its request any other entity, to the fullest extent required or permitted by the MGCL now or hereafter in force and (2) other employees and agents to such extent as shall be authorized by the Board of Directors and permitted by law; provided, however, that, except as provided in Section 10.02 of this ARTICLE X with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. In addition, it shall be within the discretion of the Board of Directors whether to advance any funds incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the MGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer, indemnification shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise.

Section 10.02 Procedure. If a claim under Section 10.01 of this ARTICLE X is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be reimbursed the expense of prosecuting or defending such suit. It shall be a defense to any action for advancement of expenses that the Corporation has not received both (i) an undertaking as required by law to repay such advances in the event it shall ultimately be determined that the standard of conduct has not been met and (ii) a written affirmation by the indemnitee of his or her good faith belief that the standard of conduct necessary for indemnification by the Corporation has been met. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard for indemnification set forth in the MGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the MGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE X or otherwise shall be on the Corporation.

Section 10.03 Non-Exclusivity. The rights to indemnification and to the advancement of expenses conferred in this ARTICLE X shall not be exclusive of any other right that any Person may have or hereafter acquire under any statute, these Articles, the Corporation’s Bylaws, any agreement, any vote of stockholders or the Board of Directors, or otherwise.

Section 10.04 Insurance. The Corporation may maintain insurance, at its expense, to insure itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such Person against such expense, liability or loss under the MGCL.

Section 10.05 Miscellaneous. The Corporation shall not be liable for any payment under this ARTICLE X in connection with a claim made by any indemnitee to the extent such indemnitee has otherwise actually received payment under any insurance policy, agreement, or otherwise, of the amounts otherwise indemnifiable hereunder. The rights to indemnification and to the advancement of expenses conferred in Section 10.01 and Section 10.02 of this

ARTICLE X shall be contractual rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

Section 10.06 Limitations Imposed by Federal Law. Notwithstanding any other provision set forth in this ARTICLE X, in no event shall any payments made by the Corporation pursuant to this ARTICLE X exceed the amount permissible under applicable federal law, including, without limitation, Section 18(k) of the Federal Deposit Insurance Act and the regulations promulgated thereunder.

Section 10.07 Any repeal or modification of this ARTICLE X shall not in any way diminish any rights to indemnification or to an advancement of expenses of such director or officer or the obligations of the Corporation arising hereunder with respect to events occurring, or claims made, while this ARTICLE X is in force.

An officer or director of the Corporation, as such, shall not be liable to the Corporation or its stockholders for money damages, except (A) to the extent that it is proved that the Person actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received; or (B) to the extent that a judgment or other final adjudication adverse to the Person is entered in a proceeding based on a finding in the proceeding that the Person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding; or (C) to the extent otherwise provided by the MGCL. If the MGCL is amended to further eliminate or limit the personal liability of officers and directors, then the personal liability of officers and directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the MGCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

The Corporation reserves the right to amend or repeal any provision contained in these Articles in the manner prescribed by the MGCL, including any amendment altering the terms or contractual rights, as expressly set forth in these Articles, of any of the Corporation's outstanding stock by classification, reclassification or otherwise, and no stockholder approval shall be required if the approval of stockholders is not required for the proposed amendment or repeal by the MGCL, and all rights conferred upon stockholders are granted subject to this reservation.

No proposed amendment or repeal of any provision of these Articles shall be submitted to a stockholder vote unless the Board of Directors shall have (1) approved the proposed amendment or repeal, (2) determined that it is advisable, and (3) directed that it be submitted for consideration at either an annual or special meeting of the stockholders pursuant to a resolution approved by the Board of Directors. Any proposed amendment or repeal of any provision of these Articles may be abandoned by the Board of Directors at any time before its effective time upon the adoption of a resolution approved by a majority of the Whole Board (rounded up to the nearest whole number).

The name and mailing address of the sole incorporator are as follows:

Gregory T. Krauss
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza FL 6
New Brunswick NJ 08901

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IN WITNESS WHEREOF, IN WITNESS WHEREOF, I have signed these articles and acknowledge the same to be my act.

/s/ Gregory T. Krauss

Gregory T. Krauss
Incorporator

Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza FL 6
New Brunswick NJ 08901

I hereby consent to my designation in this document as resident agent for this corporation.

CSC-Lawyers Incorporating Service Company

/s/
By: _____
Name: Authorized Representative
Title: Authorized Representative

{41128447:5}

**BY-LAWS
OF
HANOVER BANCORP, INC.**
a Maryland Corporation

ARTICLE I

SHAREHOLDERS

Section 1.1. Annual Meetings. The annual meeting of the shareholders for the election of directors and the transaction of other business shall be held each year on such day and at such hour as shall be fixed by the Board of Directors. Failure to hold an annual meeting does not invalidate the Corporation's existence or affect any otherwise valid corporate act.

Section 1.2. Special Meetings. A special meeting of the shareholders may be called at any time by the board or the holders of a majority of the outstanding shares and shall be held on such day and at such hour as is fixed in the call of the meeting.

Section 1.3. Place of Meetings. Meetings of shareholders shall be held at the principal office of the Corporation or at such other place, within or without the State of Maryland, as may be fixed by the Board of Directors, or, to the extent permitted by law, such meetings may be held electronically, by whatever means are then legally permitted.

Section 1.4. Notice of Meetings. Notice of each meeting of shareholders shall be in writing and shall state the place, date, and hour of the meeting. Notice of a special meeting also shall state the purpose or purposes for which the meeting is called and shall indicate who called the meeting. A copy of the notice of any meeting shall be given, personally or by mail, not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each shareholder entitled to vote at the meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at such address as appears on the record of shareholders, or, if the shareholder shall have filed with the Secretary a written request that notices be mailed to some other address, then directed to the shareholder at such other address. Notice of meetings of shareholders need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, whether in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such shareholder.

Section 1.5. Organization. At each meeting of shareholders, the Chairman shall preside and the Secretary or Assistant Secretary shall act as secretary of the meeting. If none of those designated to preside or to act as secretary of the meeting shall be present, the shareholders present in person or by proxy and entitled to vote at the meeting shall select someone to preside or to act as secretary, as may be needed.

Section 1.6. Quorum. Unless the Articles of Incorporation of the Corporation provide otherwise, at each meeting of shareholders, the holders of a majority of the shares entitled to vote thereat, present in person or by proxy, shall constitute a quorum for the transaction of business.

Section 1.7. Voting. Except as otherwise provided by law or by the Articles of Incorporation, at each meeting of shareholders, every shareholder of record shall be entitled to cast one vote for every share of stock standing in such shareholder's name on the record of shareholders. Except as otherwise provided by law or by the Articles of Incorporation, all matters shall be determined by a majority of the votes cast in favor of or against such action at a meeting of shareholders by the holders of shares entitled to vote thereon, except that directors shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election.

Section 1.8. Proxies. Every shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy. Every proxy must be signed by the shareholder or the shareholder's attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

Section 1.9. Conduct of Business.

(a) The chairman of any meeting of shareholders shall determine the order of business and the procedures at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The date and time of the opening and closing of the polls for each matter upon which the shareholders will vote at the meeting shall be announced at the meeting.

Section 1.10. Advance Notification of Nomination of Directors and Other Business to be Transacted at Shareholders' Meetings.

(a) At any annual meeting of the shareholders, only such business shall be conducted as shall have been brought before the meeting (i) by or at the direction of the Board of Directors or (ii) by any shareholder of the Corporation who is entitled to vote with respect thereto and who complies with the notice procedures set forth in this Section 1.10. For business to be properly brought before an annual meeting by a shareholder, the business must relate to a proper subject matter for shareholder action and the shareholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a shareholders' notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting of shareholders; provided, however, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 70 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 120 days prior to

such annual meeting and no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a shareholders' notice as described above. A shareholder's notice to the Secretary shall set forth as to each matter such shareholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the Corporation's books, of the shareholder proposing such business, (iii) the class and number of shares of the Corporation's capital stock that are beneficially owned by such shareholder, and (iv) any material interest of such shareholder in such business. Notwithstanding anything in these Bylaws to the contrary, no business shall be brought before or conducted at an annual meeting except in accordance with the provisions of this Section 1.10(a). The officer of the Corporation or other person presiding over the annual meeting shall, if the facts so warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 1.10(a), and if he should so determine, he shall so declare to the meeting and any such business so determined to be not properly brought before the meeting shall not be transacted.

(b) At any special meeting of the shareholders, only such business shall be conducted as shall have been brought before the meeting by or at the direction of the Board of Directors.

(c) Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of shareholders at which directors are to be elected only: (i) by or at the direction of the Board of Directors, or (ii) by any shareholder of the Corporation entitled to vote for the election of Directors at the meeting who complies with the notice procedures set forth in this Section 1.10(c). Such nominations, other than those made by or at the direction of the Board of Directors, shall be made by timely notice in writing to the Secretary of the Corporation. To be timely, a shareholders' notice shall be delivered to, or mailed and received by, the Secretary of the Corporation at the principal executive offices of the Corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting of shareholders; provided, however, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date or delayed more than 70 days after such anniversary date then to be timely such notice must be received by the Corporation no earlier than 120 days prior to such annual meeting and no later than the later of 70 days prior to the date of the meeting or the 10th day following the day on which public announcement of the date of the meeting was first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a shareholders' notice as described above. Such shareholder's notice shall set forth: (i) as to each person whom

such shareholder proposes to nominate for election or re-election as a director, all information relating to such person that would indicate such person's qualification, and such information that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, regardless of whether the Corporation is then subject to the Securities Exchange Act of 1934 (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), and (ii) as to the shareholder giving the notice (x) the name and address, as they appear on the Corporation's books, of such shareholder, and (y) the class and number of shares of the Corporation's capital stock that are beneficially owned by such shareholder.

At the request of the Board of Directors any person nominated by the Board of Directors for election as a director shall furnish to the Secretary of the Corporation that information required to be set forth in a shareholder's notice of nomination which pertains to the nominee. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this Section 1.10(c). The officer of the Corporation or other person presiding at the meeting shall, if the facts so warrant, determine that a nomination was not made in accordance with such provisions and, if he or she shall so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Number. The number of directors which shall constitute the entire Board of Directors shall be at least one (1), with such precise number as determined by the Board of Directors from time to time.

Election and Term of Directors. Directors shall be elected at the annual meeting of shareholders. The Directors shall be divided into three (3) classes, as nearly equal in number as possible, known as Class 1; Class 2 and Class 3. The initial Directors of Class 1 shall serve until the Third Annual Meeting of Shareholders (three (3) years). At the Third Annual Meeting of Shareholders, the Directors shall be elected for a term of three (3) years, and after the expiration of such term, shall thereafter be elected every three (3) years for three-year terms. The initial directors of Class 2 shall serve until the Second (2nd) Annual Meeting of Shareholders (two (2) years). At the Second (2nd) Annual Meeting of the Shareholders, the Directors of Class 2 shall be elected for a term of three (3) years, and after the expiration of such term, shall thereafter be elected every three (3) years for three (3) year terms. The initial Directors of Class 3 shall serve until the First Annual Meeting of the Shareholders (One (1) year). At the Second Annual Meeting of the Shareholders, the Directors of Class 3 shall be elected for a term of three (3) years, and after the expiration of such term, shall thereafter be elected every three (3) years for three (3) year terms. Each Director shall serve until his/her successor shall have been elected and shall qualify even though his/her term of office, as herein provided, has

otherwise expired, except in the event of his/her earlier resignation, removal or disqualification.

Section 2.2. Meetings of the Board. An annual meeting of the Board of Directors shall be held in each year directly after adjournment of the annual meeting of shareholders. Other regular meetings of the Board shall be held at such times as may from time to time be fixed by resolution of the Board. Special meetings of the Board may be held at any time upon the call of the Chief Executive Officer, President or a majority of the Board of Directors. Meetings of the Board of Directors shall be held at such place as from time to time may be fixed by resolution of the Board or by order of the President. If no place is so fixed, meetings of the Board shall be held at the principal office of the Corporation.

Section 2.3. Notice of Meetings. Notice of regular meetings of the Board of Directors need not be given. Notice of each special meeting shall be (i) mailed to each director, addressed to the address last given by each director to the Secretary or, if none has been given, to the director's residence or usual place of business, at least three (3) days before the day on which the meeting is to be held, or (ii) shall be sent to the director by facsimile or e-mail or shall be delivered personally or by telephone, at least twenty-four (24) hours before the time the meeting is to be held. Each notice shall state the time and place of the meeting but need not state the purposes thereof except as otherwise expressly provided by applicable law. Notice of any meeting of the Board of Directors may be waived either before, at, or after such meeting in writing signed by each director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when the director attends a meeting for the express purposes of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.4. Quorum and Manner of Acting. At each meeting of the Board of Directors, the presence of a majority of the entire Board shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at the time of the vote, if a quorum is present at that time, shall be the act of the Board.

Section 2.5. Action without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

Section 2.6. Participation in Board Meetings by Video Conference and Other Means. Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board or such committee by means of a video conference or similar communications equipment allowing all persons participating in the meeting to see and hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. At the discretion of the Chairman of the Board of Directors or any committee thereof, members may participate in such meetings by

means of a conference telephone allowing all persons participating in the meeting to hear (but not see) each other at the same time.

Section 2.7. Resignation and Removal. Resignation and Removal of a director shall be in accordance with the Corporation's Articles of Incorporation and the Maryland General Corporation Law.

Section 2.8. Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason may be filled in accordance with the Corporation's Articles of Incorporation and the Maryland General Corporation Law. .

Section 2.9. Committees of the Board. The Board of Directors by resolution adopted by a majority of the entire Board of Directors, may designate an executive committee and other committees, each consisting of one (1) or more directors. Each committee (including the members thereof) shall serve at the pleasure of the Board of Directors and shall keep minutes of its meetings and report the same to the Board of Directors. The Board may designate one or more directors as alternate members of any committee. Alternate members may replace any absent or disqualified member or members at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, if no alternate member has been designated by the Board of Directors, the members present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2.10. Operation of Committees. A majority of all the members of a committee shall constitute a quorum for the transaction of business, and the vote of a majority of all the members of a committee present at a meeting at which a quorum is present shall be the act of the committee. Each committee shall adopt whatever other rules of procedure it determines for the conduct of its activities.

Section 2.11. Compensation of Directors. Each director shall be entitled to receive as compensation for his services as director or for attendance at meetings of the Board of Directors, such amounts (if any) as shall be fixed from time to time by the Board of Directors or shareholders. Each director shall be entitled to reimbursement for reasonable traveling expenses incurred by him in attending any such meeting. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2.12. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to such action unless such director announces his or her dissent at the meeting and (a) such director's dissent is entered in the minutes of the meeting, (b) such director files his or her written dissent to such action with the secretary of the meeting before the adjournment thereof, or (c) such director forwards his or her written dissent within 24 hours after the meeting is adjourned, by certified mail, return receipt requested, bearing a postmark from the United States Postal Service, to the

secretary of the meeting or the Secretary of the Corporation. Such right to dissent shall not apply to a director who voted in favor of such action or failed to make his or her dissent known at the meeting.

ARTICLE III

OFFICERS

Section 3.1. Officers Enumerated. The officers of the Corporation may be a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may in its discretion elect. Any two or more offices may be held by the same person.

Section 3.2. Election and Term of Office. All officers shall be elected by the Board of Directors at its first meeting held after the annual election of directors, or as soon thereafter as possible. Any officer may resign by delivering his written resignation to the Corporation at its principal office or to the Chief Executive Officer or President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer may be removed by the Board of Directors, with or without cause. Unless elected for a lesser term, and subject always to the right of the Board of Directors to remove an officer with or without cause, each officer shall hold office until such officer's successor has been elected and qualified or until such officer's death, resignation or removal.

Section 3.3. The President. The President shall be the chief operating officer of the Corporation and have general charge and supervision of the business of the Corporation. The President shall exercise such other powers and perform such duties as shall be assigned or required of him from time to time by the Board of Directors. In the absence or incapacity of any other officer of the Corporation, the President shall have the authority and may perform the duties of that officer.

Section 3.4. The Secretary. The Secretary (a) shall keep or cause to be kept the minutes of all meetings of the Board of Directors, committees thereof and the shareholders, (b) shall perform like duties for committees of the Board when required, (c) shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and (d) shall have such other authority and perform such other duties as usually pertain to the office or as may be prescribed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the President, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the signature of the Secretary or Treasurer or other officer of the Corporation. In the absence of the Secretary or any Assistant Secretary at any meeting of shareholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

Section 3.5. The Treasurer. The Treasurer (a) shall have the care and custody of all the moneys and securities of the Corporation, (b) shall keep or cause to be kept complete and accurate books of account of all moneys received and paid on account of the Corporation, (c) shall sign such instruments as require the Treasurer's signature, and

(d) shall have such other authority and perform such other duties as usually pertain to the office or as the Board of Directors may prescribe.

Section 3.6. Assistant Officers. Any Vice President, Assistant Secretary, or Assistant Treasurer elected by the Board of Directors, shall have such other authority and perform such other duties as the Board of Directors may prescribe.

Section 3.7. Appointed Officers. The Board of Directors may delegate to any officer the power to appoint and to remove any subordinate officer, agent, or employee.

Section 3.8. Securities of Other Corporations. Unless otherwise provided by resolution of the Board of Directors, the President may, with respect to any shares of stock or other securities issued by any other corporation or other business organization and held by the Corporation, exercise voting and similar rights on behalf of the Corporation and execute proxies for that purpose. In addition, either such officer may endorse for sale or transfer and may sell or transfer for and on behalf of the Corporation any such stock or other securities and may appoint proxies or attorneys for that purpose.

ARTICLE IV

SHARES AND THEIR TRANSFER

Section 4.1. Certificates of Stock. Subject to the following sentence, every shareholder shall be entitled to have one or more certificates, in such form as the Board of Directors may from time to time prescribe, representing in the aggregate the number of shares of stock of the Corporation owned by said shareholder, which certificates shall be signed by, or in the name of, the Corporation by the President and by the Treasurer or the Secretary.

In addition, any provisions or terms contained in this Article IV or these Bylaws to the contrary notwithstanding, shares of the Corporation capital stock or other securities duly authorized and issued by the Corporation may be issued in book-entry only form, such that no physical certificates are issued but ownership of such shares is evidenced solely by entries on the records of the Corporation and/or its transfer agent kept for that purpose. Transfers of securities may also be made electronically and evidenced by book-entries only. In lieu of physical certificates, holders of such securities will receive account statements setting forth their ownership from the Corporation or its transfer agent.

Section 4.2. Transfers. Shares of stock of the Corporation shall be transferable on the books of the Corporation by the registered holder thereof in person or by such holder's duly authorized attorney, but, except as hereinafter provided in the case of loss, destruction, or mutilation of certificates, no transfer of shares shall be entered until the previously issued certificate representing those shares shall have been surrendered and canceled. Except as otherwise required by law, the Corporation shall be entitled to treat the person or entity registered as the holder of shares on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary.

Section 4.3. Lost, Destroyed, or Mutilated Certificates. The Corporation may issue a new certificate representing shares of stock of the same tenor and the same number of shares in place of a certificate theretofore issued by it that is alleged to have been lost, stolen, or destroyed; provided, however, that the Board of Directors or the Corporation's transfer agent may require the owner of the lost, stolen, or destroyed certificate, or such owner's legal representative, to give the Corporation a bond or indemnity, in form and with one or more sureties satisfactory to the Board, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

ARTICLE V

GENERAL

Section 5.1. Seal. The seal of the Corporation, if any, shall be in such form and shall have such content as the Board of Directors shall from time to time determine.

Section 5.2. Fiscal Year. The fiscal year of the Corporation shall be as determined by Resolution of the Board of Directors.

Section 5.3. Biennial Report. The Board of Directors shall cause to be filed with the Maryland Secretary of State each biennial report required by law.

Section 5.4. Indemnity. The Corporation shall indemnify its directors, officers and employees to the fullest extent allowed by law, provided, however, that it shall be within the discretion of the Board of Directors whether to advance any funds in advance of disposition of any action, suit or proceeding, and provided further that nothing in this Section 5.4 shall be deemed to obviate the necessity of the Board of Directors to make any determination that indemnification of any director, offices or employee is proper under the circumstances because he has met the applicable standard of conduct set forth in the Maryland General Corporation Law. Neither the amendment nor the repeal of this Section 5.4, nor the adoption of any provision of these By-Laws or the Articles of Incorporation of the Corporation or any other statute inconsistent with this Section 5.4, shall eliminate or reduce the effect of this Section 5.4 in respect of any acts or omissions occurring prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VI

AMENDMENTS

These By-laws may be made, altered or repealed by the Board, subject to the right of the shareholders to alter or repeal any by-law made by the Board.

CERTIFICATE OF MERGER

OF

HANOVER BANCORP, INC.
(a New York corporation)

INTO

HANOVER BANCORP, INC.
(a Maryland corporation)

Under Section 907 of the Business Corporation Law

It is hereby certified, upon behalf of each of the constituent corporations herein named, as follows:

FIRST: The Board of Directors of each of the constituent corporations has duly adopted an Agreement and Plan of Merger (the “Plan”) setting forth the terms and conditions of the merger (the “Merger”) of the constituent corporations.

SECOND: The name of the foreign constituent corporation, which is to be the surviving corporation, and which is hereinafter sometimes referred to as the “surviving constituent corporation”, is Hanover Bancorp, Inc. The jurisdiction of its incorporation is Maryland and the date of its incorporation is May 10, 2024. The surviving constituent corporation has not filed an application for authority to do business in the State of New York and will not conduct business in New York until an application for authority has been filed with the Department of State of the State of New York.

THIRD: The name of the constituent domestic corporation, which is being merged into the surviving constituent corporation, and which is hereinafter sometimes referred to as the “merged constituent corporation”, is Hanover Bancorp, Inc. The date upon which its certificate of incorporation was filed by the Department of State of the State of New York is December 22, 2015.

FOURTH: As to each constituent corporation, the Plan sets forth the designation and number of outstanding shares of each class and series, the specification of the classes and series entitled to vote on the Plan, and the specification of each class and series entitled to vote as a class on the Plan, as follows:

Name of Corporation	Designation and number of Shares in each class or series outstanding	Class or Series of Shares entitled to Vote	Class or Series entitled to Vote as a Class
Hanover Bancorp, Inc., a New York corporation	17,000,00 shares of common stock authorized; 7,229,404	7,229,404	0

{41134321:1}



	issued and 7,229,404 outstanding		
	Preferred stock, Series A (15,000,000 shares authorized; issued and outstanding 450,000 and none, respectively)	0	0
Hanover Bancorp, Inc., a Maryland corporation	17,000,00 shares of common stock; 1 issued and 1 outstanding	1	0

FIFTH: The Merger was authorized in respect of the merged constituent corporation, by the vote of holders of the outstanding shares of the Common Stock of the merged constituent corporation entitled to vote on the Plan, having not less than the minimum requisite proportion of votes.

SIXTH: The Merger is permitted by the laws of the jurisdiction of incorporation of the surviving constituent corporation and is in compliance with said laws.

SEVENTH: The surviving constituent corporation agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of the merged constituent corporation, for the enforcement of any liability or obligation of the surviving constituent corporation for which the surviving constituent corporation is previously amenable to suit in the State of New York.

EIGHTH: The surviving constituent corporation agrees that, subject to the provisions of Section 623 of the BCL, it will promptly pay to the shareholders of the merged constituent corporation the amount, if any, to which they shall be entitled under the provisions of the BCL relating to the rights of shareholders to receive payment for their shares.

NINTH: The surviving constituent corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against it may be served in the manner set forth in paragraph (b) of Section 306 of the BCL in any action or special proceeding. The post office address without the State of New York to which the said Secretary of State shall mail a copy of any process against the surviving constituent corporation served upon him is: 80 East Jericho Turnpike, Mineola NY 11501.

TENTH: The constituent domestic corporation hereby certifies that all fees and taxes (including penalties and interest) administered by the Department of Taxation and Finance of the State of New York (the "NYS DTF") which are then due and payable by the constituent domestic corporation have been paid and that a cessation franchise tax report (estimated or final) through the anticipated date of the Merger (which tax report, if estimated, shall be subject to amendment) has been filed by the constituent domestic corporation. The surviving constituent corporation agrees that it will, within thirty days after the filing of the certificate of merger, file the cessation tax report (if an estimated report was previously filed) and promptly pay

to the NYSDTF all fees and taxes (including penalties and interest), if any, which are now due and payable by the constituent domestic corporation to the NYSDTF.

ELEVENTH:

The effective date of the Merger, insofar as the provisions of the BCL govern such effective date, shall be the 25th day of June, 2025.

[Signatures appear on the following page]

{41134321:1}

IN WITNESS WHEREOF, each constituent corporation has cause this Certificate of Merger to be signed by its authorized officer as of this 25th day of June, 2025.

Attest:

Hanover Bancorp, Inc., a New York corporation

/s/ Michelle Mihas

/s/ Michael P. Puorro

Name: Michelle Mihas

By: _____

Name: Michael P. Puorro

Title: Senior Vice President, Corporate Secretary

Title: Chairman & CEO

Attest:

Hanover Bancorp, Inc., a Maryland corporation

/s/ Michelle Mihas

/s/ Michael P. Puorro

Michelle Mihas

By: _____

Name: Michael P. Puorro

Title: Senior Vice President, Corporate Secretary

Title: Chairman & CEO

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**ARTICLES OF MERGER
OF
HANOVER BANCORP, INC.,
a Maryland corporation
and
HANOVER BANCORP, INC.,
a New York corporation**

Hanover Bancorp, Inc., a Maryland corporation, and **Hanover Bancorp, Inc.**, a New York corporation, do hereby certify to the State Department of Assessments and Taxation of Maryland (the “Department”) as follows:

- FIRST:** Hanover Bancorp, Inc., a Maryland corporation, and Hanover Bancorp, Inc., a New York corporation (“Merging Corporation”) agree to merge in the manner hereinafter set forth (the “Merger”).
- SECOND:** Hanover Bancorp, Inc., a Maryland corporation, is the entity to survive the Merger (“Surviving Corporation”).
- THIRD:** Surviving Corporation is incorporated under the laws of the State of Maryland and Merging Corporation is incorporated under the laws of the State of New York.
- FOURTH:** Merging Corporation was incorporated under the New York Business Corporation Law on December 22, 2015.
- FIFTH:** The principal office of Surviving Corporation in the State of Maryland is located in the City of Baltimore.
- SIXTH:** Merging Corporation owns no interest in land in the State of Maryland.
- SEVENTH:** The Merger has been duly advised, authorized and approved by Surviving Corporation in the manner and by the vote required by the Maryland General Corporation Law, and the Articles of Incorporation and Bylaws of Surviving Corporation as follows:
- (a) By unanimous written consent, the Board of Directors of Surviving Corporation adopted a resolution declaring the Merger advisable and in the best interests of Surviving Corporation and its sole stockholder, and directing that the Merger be submitted for consideration by the sole stockholder of Surviving Corporation.
 - (b) By written consent of the sole stockholder of Surviving Corporation, the Merger was approved by the sole stockholder of Surviving Corporation.
- EIGHTH:** The Merger has been duly advised, authorized and approved by Merging Corporation in the manner and by the vote required by the New York Business Corporation Law, and the Restated Certificate of Incorporation and the Amended and Bylaws of Merging Corporation as follows:

{41134278:3}

- (a) At a meeting duly called and held, the Board of Directors of Merging Corporation adopted a resolution declaring the Merger advisable and in the best interests of Merging Corporation and its stockholders, and directing the Merger be submitted for consideration by the stockholders of Merging Corporation entitled to vote thereon.
- (b) At the annual meeting of stockholders of Merging Corporation duly called and held on March 5, 2024, the Merger was approved by the stockholders of Merging Corporation by the affirmative vote of the holders of a majority of the outstanding shares of Merging Corporation's common stock.

NINTH: The total number of shares of all classes of stock which Surviving Corporation has the authority to issue is thirty two million (32,000,000) shares consisting of seventeen million (17,000,000) shares of common stock, par value \$0.01 per share ("Surviving Corporation Common Stock"), and fifteen million (15,000,000) shares of preferred stock, par value \$0.01 per share ("Surviving Corporation Preferred Stock"), including 275,000 shares of the Surviving Corporation's Series A Convertible Perpetual Preferred Stock (the "Surviving Corporation's Series A Preferred"). The aggregate par value of all of Surviving Corporation's authorized capital stock is three hundred twenty thousand dollars (\$320,000).

TENTH: The total number of shares of all classes of stock which Merging Corporation has the authority to issue is thirty two million (32,000,000) shares consisting of seventeen million (17,000,000) shares of common stock, par value \$0.01 per share (the "Merging Corporation Common Stock"), fifteen million (15,000,000) shares of preferred stock, par value \$0.01 per share ("Merging Corporation Preferred Stock"), including 275,000 shares of the Merging Corporation's Series A Convertible Perpetual Preferred Stock (the "Merging Corporation's Series A Preferred"). The aggregate par value of all of Merging Corporation's authorized capital stock is three hundred twenty thousand dollars (\$320,000).

ELEVENTH: At the Effective Time, Surviving Corporation and Merging Corporation shall merge with one another, with Surviving Corporation as the surviving entity and, thereupon, Merging Corporation shall cease to exist, Surviving Corporation shall possess any and all purposes and powers of Merging Corporation, and all leases, licenses, property, rights, privileges and powers of whatever nature and description of Merging Corporation shall be transferred to, vested in and devolved upon Surviving Corporation without further act or deed, subject to all the debts and obligations of Merging Corporation. Except as otherwise provided in these Articles of Merger, consummation of the Merger at the Effective Time shall have the effects set forth in Section 3-114 of the Maryland General Corporation Law and applicable provisions of the New York Business Corporation Law.

TWELFTH: The manner and basis of converting or exchanging the issued shares of stock of Surviving Corporation and the manner and basis of converting or exchanging the issued shares of stock of Merging Corporation at the Effective Time shall be as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of stock of Surviving Corporation or any shares of stock of Merging Corporation:

- (a) Each share of Merging Corporation Common Stock and Merging Corporation's Series A Preferred Stock issued and outstanding immediately prior to the Effective Time will be converted into one (1) validly issued, fully paid and nonassessable share of Surviving Corporation Common Stock or Surviving Corporation's Series A Preferred Stock, as the case may be.
- (b) Each share of Surviving Corporation Common Stock issued and outstanding immediately prior to the Effective Time (all of which are owned by Merging Corporation) will no longer be issued and outstanding and will automatically be canceled and retired and will cease to exist, and no consideration will be deliverable in exchange therefor.
- (c) Each share of Merging Corporation Common Stock held in Merging Corporation's treasury will automatically be canceled and retired and will cease to exist, and no consideration will be deliverable in exchange therefor.

Upon and after the Effective Time, all of the outstanding certificates which prior to the Effective Time represented shares of Merging Corporation Common Stock and Merging Corporation's Series A Preferred Stock will be deemed for all purposes to evidence ownership of and to represent the shares of Surviving Corporation Common Stock or Surviving Corporation's Series A Preferred Stock, as the case may be, into which the shares of Merging Corporation Common Stock and Merging Corporation's Series A Preferred Stock represented by such certificates are converted as herein provided. The registered owner on the books and records of Merging Corporation or its transfer agent of any such outstanding stock certificate will, until such certificate is surrendered for transfer or conversion or otherwise accounted for to Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Surviving Corporation Common Stock or Surviving Corporation's Series A Preferred Stock, as the case may be.

At the Effective Time, Surviving Corporation will assume and continue all of Merging Corporation's equity compensation plans and agreements, and the outstanding and unexercised portions of all options, warrants and rights to buy Merging Corporation Common Stock or Merging Corporation Preferred Stock will become options, warrants or rights for the same number of shares of Surviving Corporation Common Stock or Surviving Corporation Preferred Stock with no other changes in the terms and conditions of such options, warrants or rights, including exercise prices, and effective upon the Effective Time, Surviving Corporation will assume the outstanding and unexercised portions of such options, warrants and rights and the obligations of Merging Corporation with respect thereto.

There are no issued and outstanding shares of stock of any class of Surviving Corporation other than Surviving Corporation Common Stock and the Surviving Corporation's Series A Preferred Stock, and there are no issued and outstanding shares of stock of any class of Merging Corporation other than Merging Corporation Common Stock and the Merging Corporation's Series A Preferred Stock.

THIRTEENTH: The Merger shall become effective on June 25, 2025 at 11:59 p.m. (the "Effective Time"). Notwithstanding anything to the contrary in these Articles of Merger, pursuant

to Section 3-108 of the Maryland General Corporation Law, the Merger may be abandoned before the Effective Time by majority vote of the entire board of directors of either Surviving Corporation or Merging Corporation.

FOURTEENTH: The undersigned Chairman and Chief Executive Officer of Surviving Corporation acknowledges these Articles of Merger to be the corporate act of Surviving Corporation and further, as to all matters or facts required to be verified under oath, such undersigned officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

FIFTEENTH: The undersigned Chairman and Chief Executive Officer of Merging Corporation acknowledges these Articles of Merger to be the corporate act of Merging Corporation and, as to all matters or facts required to be verified under oath, the undersigned officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under penalties of perjury.

[Signatures appear on the following page]

{41134278:3}

IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto as of this 25th day of June, 2025.

Attest:

/s/ Michelle Mihas

Name: Michelle Mihas
Title: Senior Vice President, Corporate
Secretary

**Hanover Bancorp, Inc.,
A New York corporation**

/s/ Michael P. Puorro

By: _____
Name: Michael P. Puorro
Title: Chairman & CEO

Attest:

/s/ Michelle Mihas

Michelle Mihas
Title: Senior Vice President, Corporate
Secretary

**Hanover Bancorp, Inc.,
A Maryland corporation**

/s/ Michael P. Puorro

By: _____
Name: Michael P. Puorro
Title: Chairman & CEO

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**AGREEMENT AND PLAN OF MERGER
BETWEEN HANOVER BANCORP, INC., A NEW YORK CORPORATION
AND
HANOVER BANCORP, INC., A MARYLAND CORPORATION**

This **AGREEMENT AND PLAN OF MERGER** (the "Plan") is entered into as of this 25th day of June, 2025, by **HANOVER BANCORP, INC.**, a corporation organized under the laws of the State of New York, with its principal office at 80 E Jericho Turnpike, Mineola, NY 11501 (the "Company") and **HANOVER BANCORP, INC.**, a corporation organized under the laws of the state of Maryland, with its principal office at 80 E Jericho Turnpike, Mineola, NY 11501 ("Newco").

WHEREAS, the Company desires to change its state of domicile from New York to Maryland (the "Re-Domicile"), because it believes that incorporation under Maryland's laws will provide the Company greater flexibility in corporate governance and enable the Company to materially decrease certain expenses associated with state corporate requirements; and

WHEREAS, Newco was formed under the Maryland General Corporation Law at the direction of the Company's Board of Directors expressly for the purpose of effecting this Re-Domicile; and

WHEREAS, Section 901 of the New York Business Corporation Law authorizes Newco and the Company to enter into a plan of merger, to be executed on behalf of each corporation, setting forth the information contained herein and complying with the applicable provisions of the laws of the jurisdictions under which each corporation is organized, and subject to approval of the shareholders of each corporation; and

WHEREAS, Section 3-102 of the Maryland General Corporation Law authorizes the merger of the Company with and into Newco in the manner set forth in this Plan; and

WHEREAS, the Boards of Directors of the Company and Newco have adopted this Plan pursuant to the applicable provisions of the New York Business Corporation Law and the Maryland General Corporation Law.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. NAMES OF THE CORPORATIONS

Section 1.01 **Name of Surviving Corporation.** Newco shall be the surviving corporation in the merger and shall change its name to Hanover Bancorp, Inc. upon consummation of the merger.

Section 1.02 **Name Of Merging Corporation.** The name and address of the merging and not-surviving corporation is: Hanover Bancorp, Inc., 80 E Jericho Turnpike, Mineola, NY 11501.

Section 1.03 **Names and Address Of Directors.** The names and addresses of the members of the Board of Directors of Newco (prior to and after the merger) and the Company are as follows: Michael P. Puorro, Varkey Abraham, Robert Golden, Ahron H. Haspel, Michael Katz, Metin Negrin, Philip Okun, Elena Sisti, John R. Sorrenti, and Michael Thaden. The address for all directors is c/o Hanover Community Bank, 80 E Jericho Turnpike, Mineola, NY 11501.

Section 1.04 **Terms And Conditions Of Acquisition.** The terms and conditions of the acquisition are the terms set forth in Article II, Article III and Article IV hereof.

Section 1.05 **Effective date.** The Plan shall become effective upon a date selected by the mutual agreement in writing of the parties hereto (the "Effective Date"). The date so selected shall be within a reasonable period after the conditions set forth in Article IV have been complied with.

Section 1.06 **Other Provisions.** The provisions of the Certificate of Incorporation of Newco, as set forth on the Exhibit 1 hereto, are incorporated herein.

ARTICLE II. CAPITALIZATION; TERMS OF ACQUISITION.

Section 2.01 **Capitalization of Newco.** Newco is authorized to issue 32,000,000 shares of capital stock, which is comprised of 17,000,000 shares of common stock, no par value, and 15,000,000 shares of preferred stock, the rights and preferences which may be determined by the Board of Directors (the "Preferred Stock"). Newco shall not issue any of its shares of Common Stock prior to the Effective Date.

Section 2.02 **Capitalization of the Company.** The Company is authorized to issue 32,000,000 shares of capital stock; which is comprised of 17,000,000 shares of common stock, par value \$0.01 per share, and 15,000,000 shares of preferred stock, par value \$0.01 per share, the rights and preferences which may be determined by the Board of Directors (the "Preferred Stock"). As of March 31, 2025, 7,228,731 shares of Common Stock and 275,000 shares of Series A Convertible Perpetual Preferred Stock (the "Series A Preferred Stock") were issued and outstanding. In addition, as of March 31, 2025, options to purchase 16,000 shares of Common Stock were reserved for issuance under employee and director stock option plans.

Terms of Exchange. Upon the Effective Date, each share of Company Common Stock shall be converted into a share of Newco Common Stock and each share of the Series A Preferred Stock, shall be converted into a share of Newco Preferred Stock having the same terms and conditions as the Series A Preferred Stock (the "Exchange Ratio"), and, to the extent applicable, each option to purchase shares of Company Common Stock shall be converted into an option to purchase shares of Newco Common Stock at the Exchange Ratio. In addition, Newco shall assume all of the Company's obligations under any outstanding stock option or benefit plan.

ARTICLE III. MODE OF CARRYING INTO EFFECT THE PLAN OF EXCHANGE.

Section 3.01 **Exchange Effective Immediately.** Upon the Effective Date, each certificate representing shares of Company Common Stock and Company Preferred Stock shall by virtue of the Plan, and without any action on the part of the holder thereof, be deemed to represent shares of Newco Common Stock and Newco Preferred Stock, respectively, and shall no longer represent the capital stock of the Company.

Section 3.02 **No Exchange of Certificates of Company Stock For Certificates In Newco.** All certificates representing Company Common Stock or Company Preferred Stock shall continue to be valid and accepted as evidence of ownership of Newco capital stock after the Effective Date. There is no requirement for Company stockholders to exchange their certificates for certificates of Newco, and no mechanism for such exchange is expected to be established. All new share certificates issued after the Effective Date will bear the name of Newco.

ARTICLE IV. CONDITIONS FOR CONSUMMATION OF THE PLAN

Consummation of the Plan is conditioned upon the following:

- (a) Approval of the Plan by the holders of a majority of the outstanding shares of the Company entitled to vote thereon;
- (b) Approval of the Plan by the holders of a majority of the votes cast by the holders of shares of Newco entitled to vote thereon.

[Remainder of Page Intentionally Blank]

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IN WITNESS WHEREOF, the Boards of Directors of Hanover Bancorp, Inc., a New York corporation, and Hanover Bancorp, Inc., a Maryland corporation have authorized the execution of the Plan and caused the Plan to be executed as of the date first written above.

Attest:

/s/ Michelle Mihas

Name: Michelle Mihas
Title: Senior Vice President,
Corporate Secretary

Hanover Bancorp, Inc., a Maryland corporation

/s/ Michael P. Puorro

By: _____
Name: Michael P. Puorro
Title: Chairman & CEO

Attest:

/s/ Michelle Mihas

Name: Michelle Mihas
Title: Senior Vice President,
Corporate Secretary

Hanover Bancorp, Inc., a New York corporation

/s/ Michael P. Puorro

By: _____
Name: Michael P. Puorro
Title: Chairman & CEO

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This Agreement and Plan of Merger was adopted by a majority of the outstanding stock of Hanover Bancorp, Inc. entitled to vote thereon pursuant to Section 901 of the New York Business Corporation Law.

Hanover Bancorp, Inc.

/s/ Michael P. Puorro

By: _____

Name: Michael P. Puorro

Title: Chairman & CEO

This Agreement and Plan of Merger was unanimously adopted by the shareholders of Hanover Bancorp, Inc. pursuant to Section 3-102 of the Maryland General Corporation Law

Hanover Bancorp, Inc.

/s/ Michael P. Puorro

By: _____

Name: Michael P. Puorro

Title: Chairman & CEO

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