

**AMENDMENT OF FORMAL AGREEMENT**

This Amendment of Formal Agreement (Amendment) is entered into as of May 22, 2001 between The White Hall National Bank, White Hall, Illinois (Bank) and the Comptroller of the Currency of the United States of America (Comptroller). The parties hereto agree as follows.

The Comptroller and the Bank are all of the parties to the Formal Agreement executed and effective as of December 18, 2000 by and between The White Hall National Bank, White Hall, Illinois, and the Office of the Comptroller of the Currency with respect to the Comptroller's Report of Examination of the Bank dated October 10, 2000, a copy of which is attached hereto. Article XIII of the Formal Agreement provides that the Formal Agreement may be amended in writing by mutual agreement between the Comptroller and the Bank. The Comptroller and the Bank wish to amend the Formal Agreement as set forth herein.

This Amendment shall be construed to be a "written agreement entered into with the agency" within the meaning of 12 U.S.C. § 1818(b)(1).

This Amendment shall be construed to be a "written agreement between such depository institution and such agency" within the meaning of 12 U.S.C. § 1818(e)(1) and 12 U.S.C. § 1818(i)(2).

This Agreement shall be construed to be a "formal written agreement" within the meaning of 12 C.F.R. § 5.51(c)(6)(ii). See 12 U.S.C. § 1831i.

This Agreement shall be construed to be a "written agreement" within the meaning of 12 U.S.C. § 1818(u).

(1) AMENDMENT OF THE FORMAL AGREEMENT

- (A) Article II of the Formal Agreement is hereby deleted and replaced in its entirety by the following:

*ARTICLE II*

*PROGRESS REPORTING - MONTHLY*

*(1) The Board shall submit monthly progress reports to the Assistant Deputy Comptroller, Fairview Heights Field Office, 13 Executive Drive, Suite 7, Fairview Heights, Illinois 62208. These reports shall set forth in detail:*

- (a) actions taken to comply with each Article of the Agreement;*
- (b) results of those actions; and*
- (c) a description of the actions needed to achieve full compliance with each Article of this Agreement.*

*(2) The progress reports should also include any actions initiated by the Board and the Bank pursuant to the criticisms and comments in the Report of Examination or in any future Report of Examination.*

*(3) A progress report providing the information described above and generally setting out a plan for how the Bank intends to comply with the Formal Agreement shall be submitted on May 31, 2001. Thereafter, progress reports will be due within fifteen (15) days after the end of each month.*

- (B) Paragraph 5 of Article III of the Formal Agreement is hereby deleted in its entirety.

- (C) Article IV of the Formal Agreement is hereby deleted and replaced in its entirety by the following:

*ARTICLE IV*

*CONSULTANT*

(1) *The Board shall continue to employ a qualified consultant to provide the following services for the Bank: (a) assist in preparing a report prior to May 31, 2001, pursuant to Article II of this Agreement setting forth in detail a description of the actions needed to achieve full compliance with each Article of this Agreement; (b) perform an ongoing asset quality review of the Bank; (c) assist in the identification of a qualified senior loan officer; (d) participate as an advisory member of the loan committee; and (e) assist in the development and implementation of a loan approval process.*

(2) *The consultant shall be utilized until such time as an ongoing internal asset quality review system and loan approval process is developed by the Board, implemented and demonstrated to be effective. Before terminating the consultant's asset quality review services, the Board shall both certify the effectiveness of the internal asset quality review system, and receive prior approval from the Assistant Deputy Comptroller.*

(3) *Prior to hiring a consultant or entering into any contract with a consultant, the Bank shall submit the proposed terms of employment and the qualifications of the consultant to the Assistant Deputy Comptroller who shall have the power of veto. However, the failure to exercise such veto power shall not constitute an approval or endorsement of the proposed consultant.*

(4) *The requirement to submit information and the prior veto provisions of this Article are based on the authority of 12 U.S.C. § 1818(b) and do not require the Comptroller to complete his review and act on any such information or authority within ninety (90) days.*

(2) RATIFICATION AND EXECUTION

Except as hereby amended, the Formal Agreement is hereby ratified and shall remain in full force and effect.

The provisions of this Amendment shall be effective upon execution by the parties hereto and its provisions shall continue in full force and effect unless or until such provisions are amended in writing by mutual consent of the parties hereto or excepted, waived, or terminated in writing by the Comptroller.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller, has hereunto set his hand on behalf of the Comptroller.

/s/ Lawrence E. Beard  
Lawrence E. Beard  
Assistant Deputy Comptroller  
Fairview Heights Field Office

5/22/01  
Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

/s/ Kevin J. Coultas

Kevin J. Coultas

5-22-01

Date

/s/ Robert T. Dean

Robert T. Dean

5/22/01

Date

/s/ Carl L. Moran

Carl L. Moran

5-22-01

Date

/s/ Allyn B. Nichols

Allyn B. Nichols

5-22-01

Date

/s/ Howard Piper

Howard Piper

5-22-01

Date

/s/ Robert V. Price III

Robert V. Price, III

5-22-01

Date

/s/ Gherald A. Ross

Gherald A. Ross

5-22-01

Date