

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

In the Matter of:)
Jon R. Lindeman)
Chief Executive Officer)
Americana National Bank)
Albert Lea, MN)

STIPULATION AND CONSENT ORDER

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”) intends to initiate cease and desist, removal and prohibition, and civil money penalty proceedings against Jon R. Lindeman (“Respondent”) pursuant to 12 U.S.C. §§ 1818(b), (e), and (i) for activities detailed in a Report of Examination for the Bank that commenced on or about July 8, 2002, a Report of Examination of the Bank that commenced on or about June 11, 2003, and a letter to Respondent dated July 24, 2003; and

WHEREAS, in the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings with respect to the above matter, the Comptroller and Respondent desire to enter into this Stipulation and Consent Order (“Order”);

NOW, THEREFORE, in consideration of the above premises, it is stipulated by and between the Comptroller, through his duly authorized representative, and Respondent that:

Article I

JURISDICTION

(1) Americana National Bank (“Bank”) is a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, 12 U.S.C. § 1 et seq. Accordingly, the Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) Respondent is the Chief Executive Officer of, and a Director and former Chairman of the Bank, and is an “institution-affiliated party” of the Bank as that term is defined in 12 U.S.C. § 1813(u), having served in such capacity within six (6) years from the date hereof (see 12 U.S.C. § 1818(i)(3)).

(3) Pursuant to 12 U.S.C. § 1813(q), the Comptroller is the “appropriate Federal banking agency” to maintain enforcement proceedings against institution-affiliated parties of the Bank. Therefore, Respondent is subject to the authority of the Comptroller to initiate and maintain cease and desist, removal and prohibition, and civil money penalty proceedings against Respondent pursuant to 12 U.S.C. §§ 1818(b), (e), and (i).

(4) This Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. §§ 1818(b), (e), (h), (i), and (j).

Article II

REMOVAL AND PROHIBITION ORDER

(1) With respect to the institutions and agencies set forth in paragraph (2) of this Article, and without admitting or denying any wrongdoing, Respondent hereby agrees that he shall not:

- (a) participate in any manner in the conduct of their affairs;
- (b) solicit, procure, transfer, attempt to transfer, vote, or attempt to vote any proxy, consent, or authorization with respect to any voting rights;
- (c) violate any voting agreement previously approved by the “appropriate Federal banking agency,” as defined in 12 U.S.C. § 1813(q); or
- (d) vote for a director, or serve or act as an “institution-affiliated party,” as defined in 12 U.S.C. § 1813(u).

(2) The prohibitions in paragraph (1) of this Article apply to the following institutions and agencies:

- (a) any insured depository institution, as defined in 12 U.S.C. § 1813(c);
- (b) any entity covered by 12 U.S.C. §§ 1818(b)(3), (b)(4), or (b)(9);
- (c) any insured credit union under the Federal Credit Union Act;
- (d) any institution chartered under the Farm Credit Act of 1971;
- (e) any appropriate Federal depository institution regulatory agency; and
- (f) the Federal Housing Finance Board and any Federal Home Loan Bank.

(3) The prohibitions of paragraphs (1) and (2) of this Article shall cease to apply with respect to a particular institution if Respondent obtains the prior written consent of

both the Comptroller and the institution's "appropriate Federal financial institutions regulatory agency," as defined in 12 U.S.C. § 1818(e)(7)(D).

(4) The prohibitions of paragraphs (1) and (2) of this Article and of § 1818(e)(6) and (7) shall not prohibit Respondent from selling or negotiating the sale of his shares of stock of Americana Capital Corporation ("holding company"), or taking any action necessary to merge the holding company or cause the holding company to sell its shares of the Bank in accordance with Article IV of this Order, or taking any other action directed by Article IV of this Order. However, nothing in this paragraph shall be construed to authorize or permit Respondent to commit Bank funds for the purpose of selling his shares of stock, or otherwise engage in activities prohibited under paragraph (1) or (2) of this Article or by § 1818(e)(6) and (e)(7).

Article III

CIVIL MONEY PENALTY ORDER

(1) Without admitting or denying any wrongdoing, Respondent hereby consents to the payment of a civil money penalty in the amount of ten thousand dollars (\$10,000), of which two thousand dollars (\$2,000) shall be paid upon execution of this Order. Respondent shall make this payment by a check or money order made payable to the Treasurer of the United States and shall deliver the payment to: Comptroller of the Currency, P.O. Box 73150, Chicago, Illinois 60673-7150. Respondent shall simultaneously provide a copy of this check to the Director, Enforcement and Compliance

Division, Comptroller of the Currency, 250 E Street SW, Washington, DC 20219
("Enforcement Director"). Respondent shall pay the remaining eight thousand dollars (\$8,000) in the same manner upon the sale of the Bank or of Respondent's shares in the holding company as described in Article IV below, but in no event later than December 31, 2004.

Article IV

TRANSFER OF CONTROL AND OWNERSHIP OF STOCK

(1) Without admitting or denying any wrongdoing, Respondent agrees and consents to take the actions set forth in this Article.

(2) Within ten (10) days of issuance of this Order, Respondent shall submit in writing to the Assistant Deputy Comptroller for the OCC's Minneapolis-South Field Office (920 Second Avenue South, Suite 800, Minneapolis, Minnesota 55402), with a copy to the Enforcement Director, the name of an individual proposed to serve as Trustee of the shares of the Bank owned by the holding company, as well as a proposed trust document meeting the requirements of this Article.

(3) For purposes of this Order, the Trustee shall not be an immediate family member of Respondent (as that term is defined in 12 C.F.R. § 215.2), and shall not have any current business relationship with Respondent. The proposed trust document shall specify that the Trustee shall have authority to vote the shares of the Bank on all matters, but may reserve to Respondent the right to vote the shares of the Bank in favor of a sale,

merger, or liquidation of the Bank. However, the proposed trust document shall direct that, if Respondent has not complied with paragraph (5) of this Article by September 30, 2004 (to include any extensions of time granted by the Comptroller), the Trustee shall have the right to vote to sell, merge, or liquidate the Bank. As soon as permitted under applicable law, and following the OCC's supervisory non-objection to the proposed Trustee and proposed trust document, Respondent shall execute the trust document and take all steps legally necessary (including directing a vote of the holding company) to transfer control of the shares of the Bank's stock owned by the holding company to the trust. The trust document shall further direct the Trustee to comply with all applicable law, including, but not limited to, the Change in Bank Control Act, 12 U.S.C. § 1817(j), by making appropriate filings or otherwise, and Respondent shall in no way, whether directly or indirectly, obstruct, delay, or impair the required compliance with applicable law. The trust agreement shall provide that, in the event the Trustee resigns, is removed, or becomes incapacitated, the Trustee and/or Respondent (upon learning of the change in status or proposed change in status of the Trustee) shall promptly provide the name of another proposed Trustee to the Assistant Deputy Comptroller at the address listed above. A successor Trustee shall not be appointed until the Comptroller provides a written supervisory nonobjection to the current Trustee and/or Respondent.

(4) This transfer to the trust shall remain in effect until the sale of (a) all Respondent's shares in the holding company or (b) the Bank, at which time all rights in the Bank's shares shall be transferred to the purchaser and the trust shall terminate.

Respondent shall not seek to influence, effect, or direct the Trustee as to the Trustee's voting of the Bank's stock and shall in all other matters comply with paragraphs (1) and (2) of Article II of this Order and 12 U.S.C. § 1818(e)(6) and (7).

(5) On or before September 30, 2004, Respondent shall: (a) enter into a definitive agreement to sell or merge all shares of the holding company owned by Respondent; or (b) take all actions necessary to cause the holding company to enter into a definitive agreement to sell all shares of the Bank owned by the holding company. For the purposes of this Article, a "definitive agreement" shall mean a legally binding agreement as to all material aspects of the transaction. The definitive agreement shall be for a *bona fide* purchase for value by an individual or entity that is not a related interest of or immediate family member of Respondent, as those terms are defined in 12 C.F.R. § 215.2.

Respondent shall present a copy of the definitive agreement to the OCC upon execution by delivering a copy to the Assistant Deputy Comptroller, Minneapolis-South Field Office, at the address listed in paragraph (2) above. Respondent shall also use his best efforts to consummate a sale once a definitive agreement is executed and shall in no way, whether directly or indirectly, obstruct, delay, or impair the consummation of the sale. In consummating the sale, Respondent shall timely comply with all applicable law, including, but not limited to, the Change in Bank Control Act, 12 U.S.C. § 1817(j), by making appropriate filings or otherwise, and shall in no way, whether directly or indirectly, obstruct, delay, or impair the required compliance with applicable law.

Notwithstanding the foregoing, the Comptroller may, in his sole discretion, extend the

September 30, 2004 date for execution and delivery of such definitive agreement, but no extension shall be valid for the purposes of this paragraph unless provided to Respondent in writing by an authorized representative of the Comptroller.

(6) From and after execution of this Order, Respondent shall cooperate with the Trustee, the holding company, the Bank, and any agents thereof (consistent with the limitations of Article II, paragraphs (1) and (2), and 12 U.S.C. § 1818(e)(6) and (7)) for the purpose of executing, and exercising his best efforts toward, compliance with paragraph (4) of this Article.

Article V

WAIVERS AND EXECUTION

(1) By executing this Order, Respondent waives:

- (a) the right to the issuance of Notice under 12 U.S.C. § 1818(b), (e), and (i);
- (b) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(b), (e), (i), and 12 C.F.R. Part 19;
- (c) all rights to seek judicial review of this Order;
- (d) all rights in any way to contest the validity of this Order;
- (e) any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Order, whether arising under

common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412; and

- (f) all rights to assert a “double jeopardy” claim in the event of a criminal prosecution brought by the Department of Justice for the acts that form the basis for issuance of this Order.

(2) Respondent shall not cause, participate in or authorize the Bank (or any subsidiary or affiliate thereof) to incur, directly or indirectly, any legal (or other professional) expense relative to the negotiation and issuance of this Order except in accordance with 12 C.F.R. § 7.2014 and Part 359; and Respondent shall not, directly or indirectly, obtain or accept any indemnification (or other reimbursement) from the Bank (or any subsidiary or affiliate thereof) with respect to such amounts except in accordance with 12 C.F.R. § 7.2014 and Part 359.

(3) Respondent acknowledges that he has read and understands the premises and obligations of this Order, and that he was represented by legal counsel and discussed this Order with legal counsel prior to signing the Order. Respondent further declares that no separate promise or inducement of any kind has been made by the Comptroller, his agents or employees to cause or induce the Respondent to agree to consent to the issuance of this Order and/or to execute this Order.

(4) It is hereby agreed that the provisions of this Order constitute a settlement of the cease and desist, removal and prohibition, and civil money penalty proceedings

contemplated by the Comptroller. The Comptroller agrees not to institute proceedings against Respondent for the specific acts, omissions, or violations contained in the Report of Examination that began on or about July 8, 2002, an examination of the Bank that began on or about June 11, 2003, or the July 24, 2003 letter to Respondent, unless such acts, omissions, or violations reoccur.

(5) It is further agreed that the provisions of this Order shall not be construed as an adjudication on the merits and, except as set forth above, shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any action affecting the Respondent if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(6) Respondent understands that nothing herein shall preclude any proceedings brought by the Comptroller to enforce the terms of this Order, and that nothing herein constitutes, nor shall Respondent contend that it constitutes, a waiver of any right, power, or authority of any other representatives of the United States or agencies thereof, including the Department of Justice, to bring other actions deemed appropriate.

(7) Within seven (7) days from the issuance of this Order, Respondent shall notify the Enforcement Director of his current address, by completing the form attached hereto as Appendix A.

(8) Until the Civil Money Penalty directed by this Order is paid in full, upon each and every subsequent change in address, if any, Respondent shall notify the Enforcement Director of his new address within seven (7) days of such change in address.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands.

David D. Gibbons

David D. Gibbons
Deputy Comptroller for Special Supervision

2/1/04

Date

Jon R. Lindeman

Jon R. Lindeman

1/31/04

Date