

**AGREEMENT BY AND BETWEEN  
FIRST NATIONAL BANK OF TULLAHOMA  
TULLAHOMA, TENNESSEE  
AND  
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

First National Bank of Tullahoma, Tullahoma, TN (“Bank”) and the Comptroller of the Currency of the United States of America (“Comptroller”) wish to protect the interests of the depositors, other customers, and shareholders of the Bank, and, toward that end, wish the Bank to operate safely and soundly and in accordance with all applicable laws, rules and regulations.

The Comptroller, through her National Bank Examiner, has examined the Bank, and her findings are contained in the Report of Examination, dated July 16, 2004 (“ROE”).

In consideration of the above premises, it is agreed, between the Bank, by and through its duly elected and acting Board of Directors (“Board”), and the Comptroller, through her authorized representative, that the Bank shall operate at all times in compliance with the articles of this Agreement.

**ARTICLE I -- JURISDICTION**

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

(2) This Agreement 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).

(3) 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.

(4) This Agreement shall be construed to be a “written agreement” within the meaning of 12 U.S.C. § 1818(u)(1)(A).

(5) All reports or plans which the Bank or Board has agreed to submit to the Assistant Deputy Comptroller (“ADC”) pursuant to this Agreement shall be forwarded to:

Marilyn A. Bueno, ADC  
Nashville Field Office  
5200 Maryland Way, Suite 104  
Brentwood, TN 37027

## **ARTICLE II - - COMPLIANCE COMMITTEE**

(1) Within fifteen (15) days, the Board shall appoint a Compliance Committee of at least three (3) outside directors. Upon appointment, the names of the members of the Compliance Committee shall be submitted in writing to the ADC. The Compliance Committee shall be responsible for monitoring and coordinating the Bank's adherence to the provisions of this Agreement.

(2) The Compliance Committee shall meet at least monthly.

(3) Within thirty (30) days of the appointment of the Compliance Committee, and monthly thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

- (a) actions taken to comply with each Article of this Agreement; and
- (b) the results of those actions.

(4) The Board shall forward a copy of the Compliance Committee's report, with any additional comments by the Board, to the ADC.

## **ARTICLE III -- MANAGEMENT & BOARD SUPERVISION STUDY**

(1) Within thirty (30) days, the Compliance Committee shall select an independent outside management Consultant.

(2) Prior to the appointment or employment of any Consultant or entering into any contract with a Consultant, the Compliance Committee shall submit the name and qualifications

of the proposed Consultant and the proposed terms of employment (e.g., the engagement letter) to the ADC for a prior determination of no supervisory objection.

(3) Within forty-five (45) days of its employment by the Bank, the Consultant shall complete a study of current management and Board supervision being provided to the Bank, the Bank's management structure, and its staffing requirements in light of the Bank's present condition. The findings and recommendations of the Consultant shall be set forth in a written Report to the Compliance Committee. At a minimum, the Consultant's Report shall contain:

- (a) the identification of present and future management and staffing requirements of each area of the Bank;
- (b) detailed written job descriptions for all executive officers;
- (c) an evaluation of each officer's qualifications and abilities, and a determination of whether each of these individuals possesses the experience and other qualifications required to perform the present and anticipated duties of his/her officer position;
- (d) recommendations as to whether management or staffing changes should be made, including the need for additions to or deletions from the current management team;
- (e) objectives by which management's effectiveness will be measured;
- (f) a training program to address identified weaknesses in the skills and abilities of the Bank's staff and management team;
- (g) an evaluation of current lines of authority, reporting responsibilities and delegation of duties for all officers, including identification of any overlapping duties or responsibilities;

- (h) a recommended organization chart that clearly reflects areas of responsibility and lines of authority for all officers, including the Bank's president and chief executive officer;
- (i) an assessment of the Board's strengths and weaknesses along with a director education program designed to strengthen identified weaknesses;
- (j) an analysis of the number of Board committees and the responsibilities assigned to each, and an analysis of the composition of every Board committee with regard to the number of members and the technical expertise required for each committee;
- (k) an analysis of the composition of the Audit Committee with regard to whether it
  - (i) is entirely made up of outside directors who are independent of management of the institution as required by Section 112 of the Federal Deposit Insurance Corporation Improvement Act of 1992, as amended, 12 U.S.C. § 1831m, and,
  - (ii) has a sufficient number of members to be able to conduct the affairs of the Audit Committee appropriately.
- (l) specific recommendations to improve the efficiency and responsiveness of each committee.
- (m) an assessment of whether Board members are receiving adequate information on the operation of the Bank to enable them to fulfill their fiduciary responsibilities and other responsibilities under law;
- (n) recommendations regarding whether to expand the scope, frequency and sufficiency of information provided to the Board by management;

- (o) an evaluation of the extent of responsibility of current management and/or the Board for present weaknesses in the Bank's condition; and
- (p) recommendations to correct or eliminate any other deficiencies in the supervision or organizational structure of the Bank.

(4) Within thirty (30) days of its receipt of the Consultant's Report, the Compliance Committee shall present it to the Board, along with the Compliance Committee's written recommendations for implementation.

(5) Within fifteen (15) days of its receipt of the Consultant's Report and the Compliance Committee's recommendations, the Board shall develop, implement, and thereafter ensure Bank adherence to, a written Action Plan, with specific time frames, that will correct any deficiencies which are noted in the study.

(6) Copies of the Board's Action Plan, the Consultant's Report and the Compliance Committee's recommendations shall be forwarded to the ADC. The ADC shall retain the right to determine the adequacy of the report and its compliance with the terms of this Agreement. In the event the Action Plan, or any portion thereof, is not implemented, the Board shall immediately advise the ADC in writing, of the specific reasons for deviating from the plan.

#### **ARTICLE IV -- INSIDER TRANSACTIONS & FEES**

(1) Effective immediately, the Board, or its designee, shall maintain adequate, centralized records of all business transactions (including expenses) in a form and manner that will enable easy independent review. Within thirty (30) days, these records shall identify all Insiders, as defined at 12 C.F.R. § 215.2(h), and shall also:

- (a) specify the names of the parties to the transaction other than the Bank,
- (b) state the relationship of the parties to the Bank,
- (c) provide a brief description of the transaction and its terms, and

- (d) provide a notation of the approval of the transaction by the Board including the vote of each director and, if stated, the bases for any dissenting or abstaining votes.

(2) The Board shall require each executive officer, director and principal shareholder to provide at least annually and in writing, a listing of the preceding parties' respective Related Interests as defined in 12 C.F.R. Part 215. The list of these persons' Related Interests shall be maintained by the Board and any changes to these listings of Related Interests shall be promptly reported to the Board and reflected in the centralized records.

(3) Prior to the payment of any salary, consulting fee, expense reimbursement or other type of compensation to an executive officer, a principal shareholder, director or related interest of such (Individual) as defined in 12 C.F.R. Part 215, the Board or its designee shall, at a minimum and in writing, determine that such remuneration:

- (a) is reasonable;
- (b) has a direct relationship to, and is based solely upon, the fair value of goods and services received by the Bank; and
- (c) compensates the Individual only for providing goods and services which meet the legitimate needs of the Bank.

(4) In addition to the requirements of the preceding paragraph of this Article, the Board or its designee shall review and maintain:

- (a) written documentation of all services rendered by the Individual;
- (b) records indicating the day(s) and time periods during which the Individual's services were performed;
- (c) copies of expense vouchers and receipts for all reimbursable expenses; and
- (d) an analysis of the services rendered by the Individual to ensure that the

Bank has received the full benefit to which it is entitled.

(5) All documentation supporting the payment of any salary, consulting fee, expense reimbursement or other type of compensation to an Individual shall be preserved in the Bank.

#### **ARTICLE V -- CONFLICT OF INTEREST POLICY**

(1) Within forty five (45) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written, comprehensive conflict of interest policy applicable to the Bank's and the Bank's holding company's directors, principal shareholders, executive officers, affiliates,<sup>1</sup> and employees (Insiders) and related interests of such Insiders. The policy, in addition to defining a conflict of interest, shall address:

- (a) avoidance of conflicts of interest and breaches of fiduciary duty, and the appearance of conflicts of interest;
- (b) involvement in the loan approval process of Insiders who may benefit directly or indirectly from the decision to grant credit;
- (c) disclosure of actual and potential conflicts of interest to the Board, and periodic disclosure of "related interests" as defined by 12 C.F.R. Part 215;
- (d) requirements for arms-length dealing in any transactions by Insiders, or their related organizations, involving the Bank's sale, purchase, or rental of property and services;
- (e) disclosure of any Insider's material interest in the business of a borrower, an applicant, or other customer of the Bank; and
- (f) restrictions on and disclosure of receipt of anything of value by Insiders, directly or indirectly, from borrowers, loan applicants, other customers, or suppliers of the Bank.

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<sup>1</sup> For this Article, refer to the definition of "affiliate" in Regulation W at 12 C.F.R. § 223.2.

(2) Upon adoption, a copy of this conflict of interest policy shall be forwarded to the ADC for review.

(3) Within thirty (30) days after the conflict of interest policy has been developed, the Compliance Committee shall conduct a review of the Bank's existing relationships with its, and its holding company's, directors, executive officers, affiliates, principal shareholders, employees and their related interests for the purpose of identifying relationships not in conformity with the policy. Upon completion of its review, the Compliance Committee shall present its findings to the Board.

(4) Thereafter, the Board shall ensure that:

(a) any nonconforming relationships are brought into conformity with the policy within fifteen (15 ) days of identification; and

(b) that within thirty (30 ) days the Bank is properly reimbursed for:

(i) any excess or improper payments to Insiders and their related interests; and

(ii) any excess or improper payments for services provided by Insiders and their related interests.

(5) In addition, the Board shall review all proposed transactions, or modifications of existing relationships, between the Bank and any of its own or its holding company's directors, executive officers, affiliates, principal shareholders, employees and their related interests. Documentation supporting these reviews shall be in writing and preserved in the Bank.

#### **ARTICLE VI – BUSINESS PLAN, BUDGET & PROFIT PLAN**

(1) Within forty-five (45) days, the Board shall prepare, implement, and thereafter ensure Bank adherence to, a written three-year Business Plan that shall include a projection of major balance sheet and income statement components, and shall provide for injections of capital



as necessary.

(2) The Business Plan shall also include a written Profit Plan (see subparagraph (4) below) and a detailed budget. Specifically, the Business Plan shall describe the Bank's objectives for improving Bank earnings, and the contemplated strategies and major capital expenditures required to achieve those objectives. Such strategies shall include specific market segments that the Bank intends to promote or develop. Procedures shall also be established to monitor the Bank's actual results against these projections and to provide for appropriate adjustments to the budget and profit plan. The Business Plan shall set forth specific time frames for the accomplishment of these objectives.

(3) A copy of the Business Plan shall be submitted to the ADC for review and prior determination of no supervisory objection.

(4) As part of the Business Plan, the Board shall develop, implement, and thereafter ensure Bank adherence to a written Profit Plan to improve and sustain the earnings of the Bank. The Profit Plan shall include, at a minimum, the following elements:

- (a) identification of the major areas in and means by which the Board will seek to improve the Bank's operating performance;
- (b) realistic and comprehensive budgets, including projected balance sheets and year-end income statements;
- (c) a budget review process to monitor both the Bank's income and expenses, and to compare actual figures with budgetary projections; and
- (d) a description of the operating assumptions that form the basis for major projected income and expense components.

(5) The budgets and related documents required in paragraph (4) above for 2005 shall be submitted to the ADC upon completion. The Board shall submit to the ADC annual budgets

as described in paragraph (4) above for each year this Agreement remains in effect. The budget for each year shall be submitted on or before November 30 of the preceding year.

(6) The Board shall forward comparisons of its balance sheet and profit and loss statement to the Profit Plan projections to the ADC on a quarterly basis.

#### **ARTICLE VII -- CAPITAL PROGRAM, MINIMUMS & DIVIDENDS**

(1) The Bank shall maintain the following capital levels (defined in 12 C.F.R. Part 3):

- (a) Tier 1 capital at least equal to 11 percent of risk-weighted assets;
- (b) Tier 1 capital at least equal to 7.5 percent of adjusted total assets.<sup>2</sup>

(2) The requirement in this Agreement to maintain a specific capital level means that the Bank may not be deemed to be "well capitalized" for purposes of 12 U.S.C. § 1831o and 12 C.F.R. Part 6 pursuant to 12 C.F.R. § 6.4(b)(1)(iv).

(3) Within forty-five (45) days, the Board shall develop, implement, and thereafter ensure Bank adherence to, a three year capital program. The program shall include:

- (a) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of paragraph (1);
- (b) projections for growth and capital requirements based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities;
- (c) projections of the sources and timing of additional capital to meet the Bank's current and future needs;
- (d) the primary source(s) from which the Bank will strengthen its capital structure to meet the Bank's needs;

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<sup>2</sup> Adjusted total assets is defined in 12 C.F.R. § 3.2(a) as the average total asset figure used for Call Report purposes minus end-of-quarter intangible assets.

- (e) contingency plans that identify alternative methods should the primary source(s) under (d) above not be available; and
- (f) a dividend policy that permits the declaration of a dividend only:
  - (i) when the Bank is in compliance with its approved capital program;
  - (ii) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
  - (iii) with the prior determination of no supervisory objection by the ADC.

(4) Upon completion, the Bank's capital program shall be submitted to the ADC for prior determination of no supervisory objection. Upon receiving a determination of no supervisory objection from the ADC, the Bank shall implement and adhere to the capital program. The Board shall review and update the Bank's capital program on an annual basis, or more frequently if necessary. Copies of the reviews and updates shall be submitted to the ADC.

#### **ARTICLE VIII -- INTERNAL AUDIT PROGRAM**

- (1) Within forty-five (45) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to an independent, internal audit program sufficient to:
  - (a) detect irregularities in the Bank's operations;
  - (b) determine the Bank's level of compliance with all applicable laws, rules and regulations;
  - (c) evaluate the Bank's adherence to established policies and procedures;
  - (d) ensure adequate audit coverage in all areas, including all bank income and expense accounts; and
  - (e) establish an annual audit plan using a risk based approach sufficient to achieve these objectives.
- (2) As part of this audit program, the Board or its designee shall evaluate the audit

reports of any party providing services<sup>3</sup> to the Bank, and shall assess the impact on the Bank of any audit deficiencies cited in such reports.

(3) The Board shall ensure that the audit function is supported by an adequately staffed department or outside firm, with respect to both the experience level and number of the individuals employed.

(4) The Board shall ensure that the audit program is independent. The persons responsible for implementing the internal audit program described above shall report directly to the Board, or its designee, that shall have the sole power to direct their activities. All reports prepared by the audit staff shall be filed directly with the Board, or its designee, and not through any intervening party.

(5) All audit reports shall be in writing. The Board, or its designee, shall ensure that immediate actions are undertaken to remedy deficiencies cited in audit reports, and that auditors maintain a written record describing those actions.

(6) The audit staff shall have access to any records necessary for the proper conduct of its activities. National bank examiners shall have access to all reports and work papers of the audit staff and any other parties working on its behalf.

(7) Upon adoption, a copy of the internal audit program shall be promptly submitted to the ADC.

#### **ARTICLE IX -- EXTERNAL LOAN REVIEW**

(1) Within thirty (30) days, the Board shall engage an experienced independent outside consultant to conduct a review of the Bank's loan and lease portfolios at least semi-annually to ensure the timely identification and categorization of problem credits. The

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<sup>3</sup> The phrase "any party providing services" includes parties providing banking-related services; it does not include janitorial services, FedEx, legal services, and the like.

consultant shall provide for a written report to the Board after each review and shall use a loan and lease grading system consistent with the guidelines set forth in the *Rating Credit Risk* booklet of the *Comptroller's Handbook*. Such reports shall, at a minimum, include conclusions regarding:

- (a) the overall quality of the loan and lease portfolios;
- (b) the identification, type, rating, and amount of problem loans and leases;
- (c) the identification and amount of delinquent loans and leases;
- (d) credit and collateral documentation exceptions;
- (e) the identification and status of credit related violations of law, rule or regulation;
- (f) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (b) through (e) of the Article;
- (g) concentrations of credit;
- (h) adequacy of the Allowance for Loan and Lease Losses (ALLL);
- (i) loans and leases to executive officers, directors, principal shareholders (and their related interests) of the Bank;
- (j) loans and leases on which President Brac Thoma was the loan officer; and,
- (k) loans and leases not in conformance with the Bank's lending and leasing policies, and exceptions to the Bank's lending and leasing policies.

(2) The name of the outside consultant, the scope of the review, and a copy of the engagement letter shall be provided to the ADC upon engagement.

(3) The Board shall evaluate the external loan and lease review report(s) and shall ensure that immediate, adequate, and continuing remedial action, if appropriate, is taken upon all findings noted in the report(s).

(4) A copy of the reports submitted to the Board, as well as documentation of the action taken by the Bank to collect or strengthen assets identified as problem credits, shall be preserved in the Bank.

#### **ARTICLE X -- BOOKS & RECORDS**

(1) Within thirty (30) days, the Board shall submit to the ADC an action plan detailing how the Board will improve and maintain the Bank's books, records and MIS to a complete and accurate condition (including the deficiencies noted in the ROE), setting forth a timetable for implementing the plan. In the event the ADC recommends changes to the action plan, the Board shall immediately incorporate those changes into the plan.

(2) The Board shall immediately take all necessary actions to ensure that, within forty five (45) days, the Bank's books, records and management information systems (MIS) are restored to a complete and accurate condition.

(3) The Board shall ensure that once improved to complete and accurate condition, the Bank's books, records and MIS continue to be maintained in complete and accurate condition.

#### **ARTICLE XI -- LIQUIDITY**

(1) Within thirty (30) days, the Board shall develop a plan to ensure that the Bank's liquidity remains at a level sufficient to sustain the Bank's current operations and to withstand any anticipated or extraordinary demand against its funding base. Such plan may include, but are not necessarily limited to:

- (a) selling assets;
- (b) obtaining lines of credit from the Federal Reserve Bank;
- (c) obtaining lines of credit from correspondent banks;
- (d) recovering charged-off assets; and

- (e) injecting additional equity capital.
- (2) The Board shall review the Bank's liquidity on a monthly basis. Such reviews shall consider:
- (a) a maturity schedule of certificates of deposit, including large uninsured deposits;
  - (b) the volatility of demand deposits including escrow deposits;
  - (c) the amount and type of loan commitments and standby letters of credit;
  - (d) an analysis of the continuing availability and volatility of present funding sources;
  - (e) an analysis of the impact of decreased cash flow from the Bank's loan portfolio resulting from delinquent and non-performing loans; and
  - (f) an analysis of the impact of decreased cash flow from the sale of loans or loan participations.
- (3) The Board shall take appropriate action to ensure adequate sources of liquidity in relation to the Bank's needs. Monthly reports shall set forth liquidity requirements and sources and establish a contingency plan. Copies of these reports shall be forwarded to the ADC in the Bank's monthly report to the ADC.

## **ARTICLE XII -- INTEREST RATE RISK POLICY**

(1) Within sixty (60) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written interest rate risk policy. In formulating this policy, the Board shall refer to the Interest Rate Risk booklet of the *Comptroller's Handbook*. The policy shall provide for a coordinated interest rate risk strategy and, at a minimum, address:

- (a) the establishment of adequate management reports on which to base sound

interest rate risk management decisions;

- (b) establishment and guidance of the Bank's strategic direction and tolerance for interest rate risk;
- (c) implementation of effective tools to measure and monitor the Bank's performance and overall interest rate risk profile;
- (d) identification or employment of competent personnel to manage interest rate risk;
- (e) prudent limits on the nature and amount of interest rate risk that can be taken; and
- (f) periodic review of the Bank's adherence to the policy.

(2) Upon adoption, a copy of the written policy shall be forwarded to the ADC for review.

### **ARTICLE XIII -- VIOLATIONS OF LAW**

(1) The Board shall immediately take all necessary steps to ensure that Bank management corrects each violation of law, rule or regulation cited in the ROE and in any subsequent Report of Examination.

(2) Within forty-five (45) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedures to prevent future violations as cited in the ROE and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules and regulations applicable to their areas of responsibility.

(3) Within forty-five (45) days of receipt of any subsequent Report of Examination which cites violations of law, rule, or regulation, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedures to prevent future violations as cited in



the ROE and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules and regulations applicable to their areas of responsibility.

(4) Upon adoption, a copy of these procedures shall promptly be forwarded to the ADC.

#### **ARTICLE XIV -- EXTENSIONS OF TIME AND APPEALS**

(1) If the Bank determines that an exception to any provision of this Agreement is in the best interests of the Bank, or requires an extension of any timeframe within this Agreement, the Board shall submit a written request to the ADC asking for relief.

(2) Any written requests submitted pursuant to this Article shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with any provision, that require the ADC to exempt the Bank from any provision, or that require an extension of any time-frame within this Agreement. All such requests shall be accompanied by relevant supporting documentation.

(3) The ADC's decision in granting the request is final and not subject to further review.

#### **ARTICLE XV -- CLOSING**

(1) Although the Board has agreed to submit certain programs and reports to the ADC for review or approval, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) The requirements to submit information and the provisions for a prior determination of no supervisory objection in this Agreement are based on the authority of 12 U.S.C. § 1818(b) and do not require the Comptroller or the ADC to complete her review and act on any such information or authority within ninety (90) days.

(3) The Board shall assure that the Bank has processes, personnel, and control systems to implement and adhere to the Plan developed pursuant to this Article.

(4) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him/her by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(5) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. Such time requirements may be extended in writing by the ADC for good cause upon written application by the Board.

(6) The provisions of this Agreement 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 to the Agreement or excepted, waived, or terminated in writing by the Comptroller.

(7) This Agreement is intended to be, and shall be construed to be, a supervisory “written agreement entered into with the agency” as contemplated by 12 U.S.C. § 1818(b)(1), and expressly does not form, and may not be construed to form, a contract binding on the OCC or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no OCC officer or employee has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the OCC’s exercise of its

supervisory responsibilities. The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or arrangements, or negotiations between the parties, whether oral or written.

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

*/s/ Marilyn A. Bueno*

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Marilyn A. Bueno

ADC

Nashville Field Office, Southern District

*3/15/05*

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Date

**AND IN FURTHER 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.

Signed _____ Jack R. Anthony	3/15/05 _____ Date
Signed _____ Thomas D. Broadbent	3/15/05 _____ Date
Signed _____ Toby Fanning	3-15-05 _____ Date
Signed _____ Florence R. Hull	3-15-05 _____ Date
Signed _____ Thomas M. Hull	_____ _____ Date
Signed _____ D. Michael Simmons	3-15-05 _____ Date
Signed _____ Richard A. Slater	3/15/05 _____ Date
Signed _____ E. Brac Thoma, III	3-15-05 _____ Date
Signed _____ J. Patrick Welch	3-15-05 _____ Date