

AGREEMENT BY AND BETWEEN
Old Missouri National Bank
Springfield, Missouri
and
The Comptroller of the Currency

Old Missouri National Bank, Springfield, Missouri ("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 has found unsafe and unsound banking practices relating to Bank asset quality, earnings; capital; and management.

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 his 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) This Agreement shall cause the Bank not to be designated as an "eligible bank" for purposes of 12 C.F.R. § 5.3(g).

(6) All reports or plans that the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded to the:

Assistant Deputy Comptroller
Kansas City South Field Office
1710 East 32nd Street, Suite H
Joplin, Missouri 64804

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within fifteen (15) days of the date of this Agreement, the Board shall appoint a Compliance Committee comprised of at least three (3) directors. Upon appointment, the names of the members of the Compliance Committee and, in the event of a change of the membership, the name of any new member, shall be submitted in writing to the Assistant Deputy Comptroller. 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 date of this Agreement and every month thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

(a) actions taken since the prior progress report to comply with each Article of this Agreement;

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

(4) The Board shall forward a copy of the Compliance Committee's progress report, with any additional comments by the Board, to the Assistant Deputy Comptroller within ten (10) days of receiving such report.

ARTICLE III

MANAGEMENT AND BOARD SUPERVISION STUDY

(1) Within thirty (30) days of the date of this Agreement, the Board shall submit the name and qualifications of an individual/s to act as an independent, outside¹ management consultant to conduct and complete the study required by paragraph (4) of this Article, along with the proposed terms and scope of employment, to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(2) If the OCC issues a prior written determination of no supervisory objection as to an independent, outside management consultant and the proposed terms and scope of employment, the Board shall employ that management consultant within five (5) business days of receipt of such written determination. If the OCC notifies the Board that it is unable to issue a prior written determination of no supervisory objection to the proposed terms and scope of employment for any proposed independent, outside management consultant, the Board shall, within five (5) business days from the receipt of such notice, address the OCC's concerns and resubmit the proposed terms and scope of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. If the OCC notifies the Board that it is

¹ For purposes of Article III, the phrase "independent, outside" shall be defined as an individual or company who has not been employed by the Bank as a director, officer, employee, or consultant within the prior three (3) years.

unable to issue a prior written determination of no supervisory objection as to any proposed independent, outside management consultant, the Board shall, within thirty (30) days of receipt of such notice, submit the name and qualifications of a different independent, outside management consultant and the proposed terms and scope of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(3) The requirement to submit information and the provision for a prior written determination of no supervisory objection in this Article are based on the authority of 12 U.S.C. § 1818(b) and do not require the Comptroller or the Assistant Deputy Comptroller to complete his or her review and act on any such information or authority within ninety (90) days.

(4) Within sixty (60) days of the receipt of a prior written determination of no supervisory objection as to any independent, outside management consultant and the terms and scope of that consultant's employment, the Consultant shall complete a study of current management and Board supervision presently being provided to the Bank, the Bank's management structure, the Bank's personnel management processes, 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 Board. At a minimum, the report shall contain:

- (a) the identification of present and future management and staffing requirements of each area of the Bank, with particular emphasis given to the lending area;
- (b) a recommended organization chart that clearly reflects areas of responsibility and lines of authority for all officers, including the Bank's president;

- (c) detailed written job descriptions for all officers;
- (d) criteria, based upon subparagraph (c) above, upon which each officer's effectiveness will be measured;
- (e) an evaluation of each officer's and director's qualifications and abilities and a determination of whether each of these individuals possesses the experience and other qualifications required to perform present and anticipated duties of his or her officer or director position;
- (f) recommendations as to whether changes should be made to the Bank's current management and staffing, including the need for additions to, or deletions from, management and staffing;
- (g) an assessment of the Board's strengths and weaknesses along with a director education program designed to strengthen identified weaknesses;
- (h) recommendations as to whether there should be changes in the composition of the Board;
- (i) an assessment of whether management provides Board members with adequate information on the Bank's operations to enable them to fulfill their fiduciary responsibilities and other responsibilities under law, and, if needed, recommendations for management to expand the scope, frequency, and sufficiency of information provided to the Board;
- (j) an evaluation of the extent of responsibility of current staff, management, and/or the Board for present weaknesses in the Bank's condition;
- (k) a training program to eliminate identified weaknesses in the skills and abilities of the Bank's staff and management team; and

(1) recommendations to correct or eliminate any other deficiencies in the supervision or organizational structure of the Bank.

(5) Within sixty (60) days of completion of this study, the Board shall develop a written plan, with specific time frames, that shall address any deficiencies that are noted in the study.

(6) Within five (5) business days of completion of the Consultant's study required by paragraph (4) of this Article and within five (5) business days completion of the written plan required by paragraph (5) of this Article, the Board shall submit the study and written plan to the Assistant Deputy Comptroller for review and a prior written determination of no supervisory objection to both the Consultant's study and the Board's written plan. Within ten (10) days of receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall implement, and thereafter ensure Bank adherence to, the written plan. Neither the Board nor the Bank shall deviate from the written plan without receiving a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(7) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of, and adherence to, the plan developed pursuant to this Article.

ARTICLE IV

ACTION PLAN

(1) The Board shall develop a written action plan ("Action Plan") detailing the Board's assessment of what needs to be done to improve the Bank and to achieve and maintain profitability, specifying how the Board will implement the Action Plan, and setting forth a detailed timetable for the implementation of the Action Plan. The Action Plan shall include:

- (a) Within ninety (90) days of the date of this Agreement, a written strategic plan for the Bank covering at least a three-year period. The strategic plan shall establish objectives for the Bank's overall risk profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, capital adequacy, reduction in the volume of criticized assets, product line development, and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives. At a minimum, the strategic plan shall include:
- (i) a mission statement that forms the framework for the establishment of strategic goals and objectives;
 - (ii) an assessment of the Bank's present and future operating environment;
 - (iii) the development of strategic goals and objectives to be accomplished over the short and long term;
 - (iv) an identification of the Bank's present and future product lines (assets and liabilities) that will be utilized to accomplish the strategic goals and objectives established in (1)(c)(iii) of this Article;
 - (v) control systems to mitigate risks associated with planned new products, growth, or any proposed changes to the Bank's operating environment;

- (vi) specific plans to establish responsibilities and accountability for the strategic planning process, new products, growth goals, or proposed changes in the Bank's operating environment; and
 - (vii) systems to monitor the Bank's progress in meeting the Action Plan's goals and objectives.
- (b) Within sixty (60) days of the receipt of the Management and Board Supervision Study required in Article III of this Agreement, a management employment and succession plan to promote the retention and continuity of capable management.
- (c) Within ninety (90) days of the date of this Agreement, a written profit plan to improve and sustain the earnings of the Bank. This plan shall include, at minimum, the following elements:
 - (i) identification of the major areas in, and means by which, the Board will seek to improve the Bank's operating performance, including individual responsibilities, accountability, and specific time frames;
 - (ii) a description of the operating assumptions that form the basis for major projected income and expense components;
 - (iii) realistic and comprehensive budgets, including projected balance sheets and year-end income statements, and desired financial ratios; and

- (iv) a budget review process to monitor both the Bank's income and expenses, and to compare actual figures with budgetary projections.
- (d) Within ninety (90) days of the date of this Agreement, a written three-year capital plan. This program shall include:
- (i) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of Article V of this Agreement;
 - (ii) 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;
 - (iii) projections of the primary sources and timing of additional capital to meet the Bank's current and future needs;
 - (iv) contingency plans that identify alternative methods should the primary source(s) identified in (iii) above not be available; and
 - (v) a dividend policy that permits the declaration of a dividend only:
 - (a) when the Bank is in compliance with its approved capital program;
 - (b) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
 - (c) with the prior written determination of no supervisory objection by the Assistant Deputy Comptroller.

(2) The budgets and related documents required in paragraph 1(c) of this Article for the year 2006 shall be submitted to the Assistant Deputy Comptroller by July 31, 2006. The Board shall submit to the Assistant Deputy Comptroller annual budgets as described in paragraph (1) of this Article for each year this Agreement remains in effect. The budget for each subsequent year shall be submitted by December 15th of the preceding year.

(3) The Board shall forward comparisons of its balance sheet and profit and loss statement to the profit plan projections to the Assistant Deputy Comptroller on a monthly basis.

(4) Upon completion of each item identified in paragraph (1) of this Article, the plan shall be submitted to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. Upon receiving a prior written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately adopt and implement the Action Plan pursuant to the time frames set forth in the Action Plan. The Board shall thereafter ensure adherence to the Action Plan.

(5) The monthly progress reports required by Article II of the Agreement shall set forth the Bank's progress in achieving the objectives stated in the Action Plan. Where the Board considers modifications necessary, a Revised Action Plan shall be submitted to the Assistant Deputy Comptroller for review. The Bank must give the Assistant Deputy Comptroller at least sixty (60) days notice of its intent to significantly deviate from the Action Plan. For purposes of this Agreement, a significant deviation shall have the same meaning as that phrase is further described in Appendix G (Significant Deviations After Opening) of the "Charters" booklet of the *Comptroller's Licensing Manual* (January 2005). The Revised Action Plan shall detail: a description of the proposed change; a description of the security and internal controls governing the proposed change; and the impact that the proposed change will have on staffing, operating

expenses, and projected profitability; as well as on the Bank's proposed balance sheet, income statement, and the capital ratios. The Board shall not significantly deviate from, or change the Action Plan, or adopt or implement a Revised Action Plan, without obtaining the Assistant Deputy Comptroller's prior written determination of no supervisory objection to such action.

(6) The Board shall ensure that the Bank has the processes, personnel, and control systems to ensure implementation of, and adherence to, the programs developed pursuant to this Article.

ARTICLE V

CAPITAL MINIMUMS

(1) By June 30, 2006, the Bank shall achieve, and thereafter maintain, the following capital levels (as defined in 12 C.F.R. Part 3):

- (a) Total risk based capital (tier 1 capital plus the Allowance) at least equal to eleven percent (11%) of risk-weighted assets; and
- (b) Leverage capital at least equal to eight percent (8%) of adjusted total assets.²

(2) The requirement in this Agreement to maintain a specific capital level means that the Bank shall 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) The Board shall ensure that the Bank has the processes, personnel, and control systems to ensure implementation of, and adherence to, the program developed pursuant to this Article.

² 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.

ARTICLE VI

LOAN PORTFOLIO MANAGEMENT

(1) Within sixty (60) days of the date of this Agreement, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program to improve the Bank's loan portfolio management. The program shall include, but not be limited to:

- (a) procedures to ensure and effectively monitor compliance with loan approval requirements;
- (b) procedures to ensure satisfactory and perfected collateral documentation;
- (c) procedures to ensure accurate and timely valuation of collateral;
- (d) procedures to ensure that extensions of credit are granted, renewed, altered, or restructured only after:
 - (i) documenting the specific reason or purpose for the extension of credit;
 - (ii) identifying the expected source of repayment in writing;
 - (iii) structuring the repayment terms to coincide with the expected source of repayment;
 - (iv) obtaining and analyzing current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations:
 - (a) Failure to obtain the information in paragraph (1)(d) of this Article shall require a majority of the full Board (or a delegated committee thereof) to certify in writing the specific reasons why not granting, renewing, altering, or

restructuring the extension of credit would be detrimental to the best interests of the Bank; and

- (b) A copy of the Board certification shall be maintained in the credit file of the affected borrower(s). The certification will be reviewed by the National Bank Examiners in subsequent examinations of the Bank.
- (e) a system to track and analyze exceptions to the Bank's loan policy;
- (f) procedures to track and analyze concentrations of credit, significant economic factors, and general conditions and their impact on the credit quality of the Bank's loan and lease portfolios;
- (g) procedures and systems for effective monitoring of early problem loan identification to assure the timely identification and rating of loans and leases based on lending officer submissions;
- (h) procedures and systems for effective monitoring of statistical records that will serve as a basis for identifying sources of problem loans and leases by collateral and individual lending officer;
- (i) procedures and systems for effective monitoring of previously charged-off assets and their potential recovery;
- (j) procedures to ensure conformance with Call Report instructions;
- (k) procedures to ensure the accuracy of internal management information systems related to the lending area; and

- (1) guidelines designed to improve Board oversight of the loan approval process, specifically with regard to credits exhibiting significant risk. At a minimum, the policy shall:
 - (i) establish dollar limits on extensions of credit to any one borrower, above which the prior approval of the Board, or a committee thereof, would be required;
 - (ii) establish dollar limits on aggregate extensions of credit to any one borrower, above which any new extensions of credit to that borrower, regardless of amount, would require the prior approval of the Board, or a committee thereof; and
 - (iii) require that all credits that deviate from the Bank's normal course of business, including all credits that deviate from the Bank's written strategic plan, receive the prior approval of the Board, or a committee thereof.

(2) Within ninety (90) days of the receipt of the Management and Board Supervision Study required in Article III of this Agreement, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program to improve the Bank's loan portfolio management, including performance appraisals and incentive programs (if appropriate) for loan officers, which adequately consider their performance relative to policy compliance, documentation standards, accuracy in credit grading, and other loan administration matters.

(3) Upon completion, a copy of the program shall be immediately forwarded to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(4) The Board shall continue to engage the Bank's existing external loan review consultant to perform at least quarterly loan reviews. Prior to terminating the consultant's loan review services, the Board shall:

- (a) receive the Assistant Deputy Comptroller's written determination of no supervisory objection to the qualifications of a new consultant and the proposed terms and scope of employment for the new consultant; or
- (b) both certify the effectiveness of the internal loan review system and receive prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(5) Within sixty (60) days of the date of this Agreement, and on a monthly basis thereafter, management will provide the Board with written reports including, at a minimum, the following information:

- (a) the identification, type, rating, and amount of problem loans and leases;
- (b) the identification and amount of delinquent loans and leases;
- (c) credit and collateral documentation exceptions identified after the prior written report in order to monitor for trends and levels;
- (d) the identification and status of credit related violations of law, rule, or regulation;
- (e) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (a) through (d) of this Article and Paragraph;

- (f) an analysis of concentrations of credit, significant economic factors, and general conditions and their impact on the credit quality of the Bank's loan and lease portfolios;
- (g) the identification and amount of loans and leases to executive officers, directors, principal shareholders (and their related interests) of the Bank; and
- (h) the identification of loans and leases not in conformance with the Bank's lending and leasing policies, and exceptions to the Bank's lending and leasing policies identified after the prior written report.

(6) Within ninety (90) days of the date of this Agreement, the Board shall obtain current and satisfactory credit information³ on all loans lacking such information, including those listed in the current Report Of Examination ("ROE") in any subsequent ROE, in any internal or external loan review, or in any listings of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination. At the expiration of the ninety (90) day period, the Board shall list all loans for which it is unable to obtain such information. This list shall include a detailed explanation of the actions taken to obtain such information, the reasons why such information has not been obtained, and a plan to obtain such information by a specified time.

(7) Within ninety (90) days of the date of this Agreement, the Board shall ensure proper collateral documentation is maintained on all loans and correct each collateral exception listed in the ROE, in any subsequent ROE, in any internal or external loan review, or in any listing of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination. At the expiration of the ninety (90) day period,

the Board shall list all loans for which it is unable to obtain such documentation. This list shall include a detailed explanation of the actions taken to obtain such documentation, the reasons why such documentation has not been obtained, and a plan to obtain such documentation by a specified time.

(8) The requirement to submit information and the provision for a prior written determination of no supervisory objection in this Article are based on the authority of 12 U.S.C. § 1818(b) and do not require the Comptroller or the Assistant Deputy Comptroller to complete his or her review and act on any such information or authority within ninety (90) days.

(9) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program and systems developed pursuant to this Article.

ARTICLE VII

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days of the date of this Agreement, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall establish a program for the maintenance of an adequate Allowance. This review and program shall be designed in light of the comments on maintaining a proper Allowance found in OCC Bulletin 2001-37 and the "Allowance for Loan and Lease Losses" booklet of the *Comptroller's Handbook*, and shall focus particular attention on the following factors:

- (a) results of the Bank's internal loan review;
- (b) results of the Bank's external loan review;
- (c) an estimate of inherent loss exposure on each significant credit;

³ Refer to the Comptroller's Handbook for Loan Portfolio Management (April 1998).

- (d) loan loss experience;
- (e) trends of delinquent and nonaccrual loans;
- (f) concentrations of credit in the Bank; and
- (g) present and prospective economic conditions.

(2) The program shall provide for a review of the Allowance by the Board at least once each calendar quarter. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions from earnings. Written documentation shall be maintained indicating the factors considered and conclusions reached by the Board in determining the adequacy of the Allowance.

(3) A copy of the Board's program shall be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. Upon receiving a determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to the program.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program developed pursuant to this Article.

ARTICLE VIII

CRITICIZED ASSETS

(1) The Bank shall take immediate and continuing action to protect its interest in those assets criticized in the ROE, in any subsequent ROE, by internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination.

(2) Within thirty (30) days of the date of this Agreement, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written program designed to eliminate the basis of criticism of assets criticized in the ROE, in any subsequent ROE, or by any internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination as "doubtful," "substandard," or "special mention." This program shall include, at a minimum:

- (a) an identification of the expected sources of repayment;
- (b) the appraised value of supporting collateral, and the position of the Bank's lien on such collateral, where applicable;
- (c) an analysis of current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations; and
- (d) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment.

(3) Upon adoption, a copy of the program for all criticized assets equal to or exceeding seventy-five thousand dollars (\$75,000) shall be forwarded to the Assistant Deputy Comptroller.

(4) The Board, or a designated committee, shall conduct a review, on at least a quarterly basis, to determine:

- (a) the status of each criticized asset or criticized portion thereof that equals or exceeds seventy-five thousand dollars (\$75,000);
- (b) management's adherence to the program adopted pursuant to this Article;
- (c) the status and effectiveness of the written program; and
- (d) the need to revise the program or take alternative action.

(5) A copy of each review shall be forwarded to the Assistant Deputy Comptroller on a quarterly basis (in a format similar to Appendix A attached hereto).

(6) The Bank may extend credit, directly or indirectly, including renewals, extensions or capitalization of accrued interest, to a borrower whose loans or other extensions of credit are criticized in the ROE, in any subsequent ROE, in any internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination and whose aggregate loans or other extensions exceed seventy-five thousand dollars (\$75,000) only if each of the following conditions is met:

- (a) the Board or designated committee finds that the extension of additional credit is necessary to promote the best interests of the Bank and that prior to renewing, extending, or capitalizing any additional credit, a majority of the full Board (or designated committee) approves the credit extension and records, in writing, why such extension is necessary to promote the best interests of the Bank; and
- (b) a comparison to the written program adopted pursuant to this Article shows that the Board's formal plan to collect or strengthen the criticized asset will not be compromised.

(7) A copy of the approval of the Board or of the designated committee shall be maintained in the file of the affected borrower.

(8) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program developed pursuant to this Article.

ARTICLE IX

CLOSING

(1) Although the Board has agreed to submit certain programs and reports to the Assistant Deputy Comptroller for review or prior written determination of no supervisory objection, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him 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.

(3) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. Unless otherwise stated, in each instance in this Agreement where the word "day" is used, this is intended to mean a calendar day. Such time requirements may be extended in writing by the Assistant Deputy Comptroller for good cause upon written application by the Board.

(4) 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.

(5) In each instance in this Agreement in which the Board is required to ensure adherence to, and undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

- (a) authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings under the terms of this Agreement;
- (b) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Agreement;
- (c) follow up on any non-compliance with such actions in a timely and appropriate manner; and
- (d) require corrective action be taken in a timely manner of any non-compliance with such actions.

(6) 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 Comptroller or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under his 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 Comptroller has any intention to enter into a contract. The Bank also expressly acknowledges that no officer or employee of the Office of the Comptroller of the Currency has statutory or other authority to bind the United States, the U.S. Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller’s exercise of his supervisory responsibilities.

(7) The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements 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.

Signed

Karen W. Swingler
Assistant Deputy Comptroller
Kansas City South Field Office

4/28/06

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/

Arthur W. Blume III

28 April 2006

Date

/s/

Jon M. Gold

4-28-06

Date

/s/

Mark A. Harrington

4/28/06

Date

/s/

Roscoe K. Killingsworth

4-28-06

Date

/s/

Patrick M. Moore

4/28/06

Date

/s/

Barbara J. Sweet-Robinson

4/28/06

Date