#2006-6
***Amends* #2002-76**

**FIRST AMENDED AGREEMENT
BY AND BETWEEN**

**Washington State Bank, National Association
Federal Way, Washington
and
The Office of the Comptroller of the Currency**

Washington State Bank, National Association, Federal Way, Washington (the "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 his authorized representative, and the Bank, by and through its duly elected and acting Board of Directors ("Board"), executed a Formal Agreement ("Agreement") on August 12, 2002.

The Comptroller has determined that the Bank has engaged in unsafe and unsound banking practices relating to its management of interest rate risk, credit underwriting standards, and loan staffing adequacy.

The Comptroller, through his authorized representative, and the Bank, by and through its Board, have mutually agreed that an amendment to the Agreement is now warranted. This First Amendment to the Agreement ("Amendment") is incorporated by reference into the Agreement as if fully set forth therein, and is agreed upon by and between the Bank and the Comptroller.

In consideration of the above premises, it is agreed, between the Bank, by and through its Board, and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the articles of this Amendment.

ARTICLE I

JURISDICTION

(1) 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).

(2) 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).

(3) This Amendment 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 Amendment 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 pursuant to the Agreement or Amendment shall be forwarded to:

Brian J. Quade
Assistant Deputy Comptroller
San Francisco Field Office
One Front Street, Suite 1000
San Francisco, California 94111

ARTICLE II

MANAGEMENT AND BOARD SUPERVISION

(1) Within forty-five (45) days of this Amendment, the Board shall employ an independent outside management consultant.

(2) Prior to the appointment or employment of any consultant or entering into any contract with a consultant, the Board shall submit the name and qualifications of the proposed

consultant ("Consultant") and the proposed terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(3) Within forty-five (45) days of the receipt of the non-supervisory objection to the proposed consultant, the Consultant shall complete a study of current management and Board supervision presently 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 (the "Management Study") to the Board. At a minimum, the Management Study 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 determination of the cause(s) of high loan officer turnover;

(c) detailed written job descriptions for all executive officers;

(d) 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 present and anticipated duties of his/her officer position;

(e) recommendations as to whether management or staffing changes should be made, including the need for additions to or deletions from the current management team;

(f) objectives by which management's effectiveness will be measured;

(g) a training program to address identified weaknesses in the skills and abilities of the Bank's staff and management team;

(h) an evaluation of current lines of authority, reporting responsibilities and delegation of duties for all officers, including identification of any overlapping duties or responsibilities;

(i) 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;

(j) an assessment of the Board's strengths and weaknesses along with a director education program designed to strengthen identified weaknesses;

(k) 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;

(l) recommendations to expand the scope, frequency and sufficiency of information provided to the Board by management;

(m) an evaluation of the extent of responsibility of current management and/or the Board for present weaknesses in the Bank's condition; and

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

(4) Copies of the Management Study shall be forwarded to the Assistant Deputy Comptroller within five (5) days of completion. The Assistant Deputy Comptroller shall retain the right to determine the adequacy of the Management Study and its compliance with the terms of this Amendment.

(5) Within thirty (30) days of receipt of confirmation from the Assistant Deputy Comptroller of the adequacy of the Management Study, the Board shall review the capabilities of

the Bank's President, Senior Loan Officer and Cashier to perform present and anticipated duties to ensure that the Bank has competent management in place on a full-time basis to carry out the Board's policies, ensure compliance with the Agreement and this Amendment, applicable laws, rules and regulations, and manage the day-to-day operations of the Bank in a safe and sound manner.

(6) If the Board determines that an officer will continue in his/her position but that the officer's depth of skills needs improvement, the Board shall develop and implement a written program, with specific time frames, to improve the officer's supervision and management of the Bank ("Management Training Program") within thirty (30) days of the Board's determination described in Paragraph (5) of this Article. At a minimum, the Management Training Programshall include:

(a) an education program designed to ensure that the officer has skills and abilities necessary to supervise effectively;

(b) a program to improve the effectiveness of the officer;

(c) objectives by which the officer's effectiveness will be measured; and

(d) a performance appraisal program for evaluating performance according to the position's description and responsibilities and for measuring performance against the Bank's goals and objectives.

(7) Upon completion, a copy of the Management Training Program shall be submitted to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(8) If a position mentioned in Paragraph (5) of this Article is or becomes vacant, including if the Board realigns an existing officer's responsibilities so that the duties expected of

a position mentioned in Paragraph (5) of this Article become unassigned, the Board shall immediately commence a process to fill the vacancy, appoint a capable person to the vacant position who shall be vested with sufficient executive authority to ensure the Bank's compliance with the Agreement and this Amendment and the safe and sound operation of functions within the scope of that position's responsibility. If an adequate replacement cannot be found within thirty (30) days, the Assistant Deputy Comptroller shall be notified.

(9) Prior to the appointment of any individual to an executive officer position, the Board shall submit to the Assistant Deputy Comptroller the following information:

(a) the information sought in the "Changes in Directors and Senior Executive Officers" and "Background Investigations" booklets of the Comptroller's Licensing Manual, together with a legible fingerprint card for the proposed individual;

(b) a written statement of the Board's reasons for selecting the proposed officer; and

(c) a written description of the proposed officer's duties and responsibilities.

(10) The Assistant Deputy Comptroller shall have the power to disapprove the appointment of the proposed new officer. However, the lack of disapproval of such individual shall not constitute an approval or endorsement of the proposed officer.

(11) The requirement to submit information and the prior disapproval provisions of this Article are based on the authority of 12 U.S.C. § 1818(b)(6)(E) and do not require the Comptroller to complete his/her review and act on any such information or authority within ninety (90) days.

(12) The Board shall ensure that the Bank has competent management in place on a full-time basis to perform present and anticipated duties to ensure that the Bank has competent management in place on a full-time basis to carry out the Board's policies, ensure compliance with the Agreement and this Amendment, applicable laws, rules and regulations, and manage the day-to-day operations of the Bank in a safe and sound manner.

ARTICLE III

REMEDIAL ACTION PLAN

(1) Within ninety (90) days of the installation and/or training of competent management as prescribed by Article II of this Amendment, the Board shall develop a written plan ("Remedial Action Plan") containing specific time frames to:

(a) correct any deficiencies noted in the Management Study and the criticisms contained in the Bank's Report of Examination conducted as of September 30, 2004 (the "2004 ROE");

(b) prepare and submit a revised Profit Plan meeting the requirements of Article III of the Agreement;

(c) prepare and submit a revised three-year Capital Plan meeting the requirements of Article IV of the Agreement and including the maintenance of minimum capital levels;

(d) prepare and submit a revised program designed to eliminate the criticism of assets listed in the 2004 ROE, in subsequent Reports of Examination, or listed in any loan review report, and that meets the requirements of Article V of the Agreement;

(e) prepare and submit a plan designed to ensure that the Bank obtains, on an ongoing basis, proper credit and collateral documentation and complies with the provisions of Article VI of the Agreement;

(f) prepare and submit a staffing plan designed to meet the goals and objectives of the Bank's Remedial Action Plan and the overall risk profile of the Bank as prescribed by Article IV of this Amendment

(g) prepare and submit a program designed to reduce the Bank's credit risk as prescribed by Article V of this Amendment;

(h) prepare and submit a plan to review and revise the Bank's Lending Policy as prescribed by Article VI of this Amendment;

(i) prepare and submit a program designed to improve the Bank's loan portfolio management as prescribed by Article VII of this Amendment;

(j) prepare and submit a plan designed to establish an effective, independent loan review system as prescribed by Article VIII of this Amendment; and

(k) prepare and submit an interest rate risk policy as prescribed by Article IX of this Amendment.

(2) The Board shall submit the Remedial Action Plan to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. Within ten (10) days of the receipt of the determination of no supervisory objection, the Remedial Action Plan shall be adopted and implemented, and the Board shall thereafter ensure Bank adherence to it.

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

ARTICLE IV

STAFFING PLAN

(1) Within thirty (30) days of the receipt of the written determination of no supervisory objection to the Remedial Action Plan, the Board shall develop a staffing plan ("Staffing Plan") that is consistent with the goals and objectives established in the Bank's Remedial Action Plan and that is sufficient for the overall risk profile established for the Bank. At a minimum, the Staffing Plan shall consist of the following:

(a) identification of the skills and expertise needed to develop, market, and administer the products and address the requirements identified in the Remedial Action Plan;

(b) identification of the skills and expertise of the Bank's current staff; and

(c) comparison of the current staff's skills and expertise identified in (1) (b) of this Article to the skills and expertise identified in (1)(a) of this Article as necessary to develop, market, and administer the products that will be utilized in accomplishing the Bank's goals and objectives.

(2) The Board shall submit the Staffing Plan to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection prior to its adoption and implementation.

(3) Within ten (10) days of the receipt of the written determination of no supervisory objection to the Staffing Plan, the Board shall implement the plan and direct any changes necessary to provide the Bank with a staff that possesses the necessary skills and expertise. Thereafter the Board will ensure that the Bank adheres to the Staffing Plan.

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

ARTICLE V

CREDIT RISK

(1) Within thirty-five (35) days of this Amendment, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program to reduce the high level of credit risk in the Bank. The program shall include, but not be limited to:

(a) procedures to strengthen credit underwriting, particularly in the asset-based loan portfolio;

(b) procedures to strengthen risk management systems, credit administration, and to maintain an adequate, qualified staff in all lending functional areas; and

(c) an action plan to control loan officer turnover.

(2) The Board shall submit a copy of the program to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(3) The Board shall prepare a quarterly written assessment of the Bank's credit risk, which shall evaluate the Bank's progress under the aforementioned program. The Board shall submit a copy of this assessment to the Assistant Deputy Comptroller.

(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 VI

LENDING POLICY

(1) Within thirty-five (35) day of this Amendment, the Board shall review and revise the Bank's written loan policy. In revising this policy, the Board shall refer to "Loan Portfolio Management" booklet of the Comptroller's Handbook. This policy shall incorporate, but not necessarily be limited to, the following:

(a) a description of acceptable types of loans;

(b) required loan officer expertise (including education, experience, knowledge, and skills) necessary to support the Bank's description of acceptable types of loans;

(c) a provision that current and satisfactory credit information will be obtained on each borrower;

(d) maturity scheduling related to the anticipated source of repayment, the purpose of the loan, and the useful life of the collateral;

(e) maximum ratio of loan value to appraised value or acquisition costs of collateral securing the loan;

(f) collection procedures, to include follow-up efforts, that are systematically and progressively stronger;

(g) a pricing policy that takes into consideration costs, general overhead, and probable loan losses, while providing for a reasonable margin of profit;

(h) a definition of the Bank's trade area;

(i) guidelines and limitations for originating loans outside of the Bank's trade area and expertise;

(j) a limitation on aggregate outstanding loans in relation to other balance sheet accounts;

(k) distribution of loans by category;

(l) a prohibition regarding the use of brokered deposits to fund loan growth or support criticized loans;

(m) guidelines for loans to insiders, including a statement that such loans will not be granted on terms more favorable than those offered to similar outside borrowers;

(n) guidelines and limitations on concentrations of credit;

(o) a limitation on the type and size of loans that may be made by loan officers without prior approval by the Board or a committee established by the Board for this purpose;

(p) measures to correct the deficiencies in the Bank's lending procedures noted in any ROE;

(q) 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 which deviate from the Bank's normal course of business, including all credits which deviate from the Bank's written Remedial Action Plan, receive the prior approval of the Board, or a committee thereof.

(r) guidelines consistent with Banking Circular 255, setting forth the criteria under which renewals of extensions of credit may be approved. At a minimum the policy shall:

(i) ensure that renewals are not made for the sole purpose of reducing the volume of loan delinquencies; and

(ii) provide guidelines and limitations on the capitalization of interest;

(s) charge-off guidelines, by type of loan or other asset, including Other Real Estate Owned, addressing the circumstances under which a charge-off would be appropriate and ensuring the recognition of losses within the quarter of discovery; and

(t) guidelines for periodic review of the Bank's adherence to the revised lending policy.

(2) A copy of the policy shall be forwarded to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. Within ten (10) days of the receipt of the determination of no supervisory objection, the policy shall be adopted and implemented, and the Board shall thereafter ensure Bank adherence to the policy.

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

ARTICLE VII

LOAN PORTFOLIO MANAGEMENT

(1) Within sixty (60) days of the Amendment, 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 satisfactory and perfected collateral documentation;

(b) procedures to ensure that extensions of credit are granted, by renewal or otherwise, to any borrower only after obtaining and analyzing current and satisfactory credit information;

(c) procedures to ensure conformance with loan approval requirements;

(d) a system to track and analyze exceptions;

(e) procedures to ensure conformance with Call Report instructions;

(f) procedures to ensure the accuracy of internal management information systems;

(g) a performance appraisal process, including performance appraisals, job descriptions, and incentive programs for loan officers, which adequately consider their performance relative to policy compliance, documentation standards, accuracy in credit grading, and other loan administration matters; and

(h) 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.

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

(3) Within one hundred and twenty (120) days of this Amendment, the Board shall develop, implement, and thereafter ensure that the Bank maintains management information systems that provide for the effective monitoring of:

(a) early problem loan identification to assure the timely identification and rating of loans and leases based on lending officer submissions;

(b) records that will serve as a basis for identifying sources of problem loans and leases by industry, size, collateral, indirect dealer, and individual lending officer;

(c) previously charged-off assets and their recovery potential;

(d) compliance with the Bank's lending policies and laws, rules, and regulations pertaining to the Bank's lending function;

(e) adequacy of credit and collateral documentation; and

concentrations of credit.

(4) Beginning with the first calendar quarter of 2006, management will provide the Board with quarterly reports within fifteen (15) days of quarter end that include, 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;

(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 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.

(5) 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 VIII

INTERNAL LOAN REVIEW

(1) Within ninety (90) days of this Amendment, the Board shall employ or designate a sufficiently experienced and qualified person(s) or firm to ensure the timely and independent identification of problem loans and leases.

(2) Within one hundred and twenty (120) days, the Board shall establish an effective, independent and on-going loan review system to review, at least quarterly, the Bank's loan and

lease portfolios to assure the timely identification and categorization of problem credits. The system shall provide for a written report to be filed with the Board after each review and shall use a loan and lease grading system consistent with the guidelines set forth in “Rating Credit Risk” and “Allowance for Loan and Lease Losses” booklets of the Comptroller’s Handbook. Such reports shall include, at a minimum, 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) loans and leases to executive officers, directors, principal shareholders (and their related interests) of the Bank; and

(i) loans and leases not in conformance with the Bank's lending and leasing policies, and exceptions to the Bank’s lending and leasing policies.

(3) Within one hundred and twenty (120) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program providing for independent review of problem loans and leases in the Bank’s loan and lease portfolios for the purpose of monitoring portfolio trends, on at least a quarterly basis. The program shall require a semi-annual report to

the Board. At a minimum the program shall provide for an independent reviewer's assessment of the Bank's:

(a) monitoring systems for early problem loan identification to assure the timely identification and rating of loans and leases based on lending officer submissions;

(b) records that serve as a basis for identifying sources of problem loans and leases by industry, size, collateral, indirect dealer, and individual lending officer;

(c) system for monitoring previously charged-off assets and their recovery potential;

(d) system for monitoring compliance with the Bank's lending policies and laws, rules, and regulations pertaining to the Bank's lending function; and

(e) system for monitoring the adequacy of credit and collateral documentation.

(4) A written description of the program called for in this Article shall be forwarded to the Assistant Deputy Comptroller for a prior determination of no supervisory objection.

(5) 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.

(6) The Board shall evaluate the internal 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).

(7) 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 IX

INTEREST RATE RISK POLICY

(1) Within sixty (60) days of the Amendment , 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) 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 Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

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

ARTICLE X

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/her by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Amendment shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(3) Any time limitations imposed by this Amendment shall begin to run from the effective date of this Amendment. 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 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 to the Amendment or excepted, waived, or terminated in writing by the Comptroller.

(5) In each instance in this Amendment 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 Amendment;

(b) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Amendment;

(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 Amendment 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. The terms of this Amendment, 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 his hand on behalf of the Comptroller.

/S/	1-3-2006
Brian J. Quade Assistant Deputy Comptroller San Francisco Field Office Office of the Comptroller of the Currency	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/	12/28/05
Richard C. Bragg	Date
/s/	12-28-2005
John T. Butcher	Date
Jerry R. Elrod	Date
Dennis L. McCleerey	Date
/s/	12/28/05
Edwin A. Opstad	Date
/s/	12/28/05
L. Anthony Tebeau	Date