

#2007-073
Amends #2005-47

AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
Fidelity National Bank
Medford, Wisconsin
and
The Office of the Comptroller of the Currency

Fidelity National Bank, Medford, Wisconsin, (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 National Bank Examiner, has examined the Bank, and his findings are contained in the Report of Examination, dated March 12, 2007 (ROE).

The Comptroller, through his authorized representative, and the Bank, by and through its duly elected and acting Board of Directors (Board), executed an Agreement on April 12, 2005 (Agreement), which remains in full force and effect except as otherwise provided herein.

The Comptroller, through his authorized representative, and the Bank, by and through its Board, mutually agree that an amendment to the Agreement is now warranted. This 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 duly elected and acting Board, and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the provisions of this Amendment.

Article II - REVISED

ARTICLE II, COMPLIANCE WITH LOAN POLICY, of the Agreement is replaced in its entirety by the following:

(1) Effective immediately, the Bank shall comply with all provisions of its loan policy, exhibits to the loan policy, and appendices to the loan policy in effect as of March 12, 2007, or as amended in compliance with (3) of this article.

(2) In addition, by July 31, 2007, the Board shall revise the Bank's Loan Policy to include the following:

- (a) establishment of minimum debt service coverage ratios for underwriting commercial and agricultural loans;
- (b) expectations for analyzing significant changes in borrower operating performance;
- (c) requirements for obtaining financial projections in order to analyze a borrower's prospective ability to service debt;
- (d) requirements for obtaining and analyzing interim financial statements;
- (e) expectations concerning stress testing of repayment capacity, including market factors (e.g., milk prices) and interest rates, and;
- (f) guidelines and limitations on concentrations of credit to the dairy industry.

(3) Any proposed amendments to the Bank's loan policy, exhibits to the loan policy, or appendices to the loan policy will be first submitted to the Assistant Deputy Comptroller for a prior determination of no supervisory objection.

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

Article III – REVISED

Article III, CLOSING, of the Agreement is now Article IV. Article III is replaced in its entirety by the following:

CREDIT UNDERWRITING

(1) Effective immediately, the Bank may grant, extend, renew, or materially alter or restructure any loan or other extension of credit over fifty thousand (\$50,000) only after:

- (a) documenting, in writing, the specific reason or purpose for the extension of credit;
- (b) identifying, in writing, the expected source of repayment;
- (c) structuring the repayment terms to coincide with the expected source of repayment;
- (d) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable; and,
- (e) analyzing debt service capacity, based upon current interim and fiscal financial/credit information, including financial information on guarantors, when applicable.
 - (i) Failure to obtain the information in (1)(e) shall require a majority of the full Board (or a delegated committee thereof) to certify in writing the specific reasons why failing to obtain and analyze the information in (1)(e) would not be detrimental to the best interests of the Bank.
 - (ii) A copy of the Board certification shall be maintained in the credit file of the affected borrower(s). The certification will be reviewed by this Office in subsequent examinations of the Bank.

(2) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure adherence to the requirements of this Article.

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

/s/

Joseph N. Meinhardt
Assistant Deputy Comptroller
Wisconsin/Upper Peninsula Field Office

5/30/2007

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/

5/25/2007

Richard J. Enders

Date

/s/

5/30/2007

Brian J. Guzinski

Date

/s/

5/30/2007

Dennis Huotari

Date

/s/

5/30/2007

William L. Kowieski

Date

/s/

5/30/2007

John P. Resech

Date

/s/

5/30/2007

Mark A. Smugala

Date

/s/

5/29/2007

James N. Welter

Date