

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

The First National Bank of Berlin, Berlin, 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 January 7, 2008 (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 24, 2007 (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.

VI - REVISED

ARTICLE VI, CLOSING, of the Agreement is replaced in its entirety by the following:

MINIMUM CAPITAL LEVELS

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

(a) Total risk based capital at least equal to eleven (11.0%) of risk-weighted assets;

(b) Tier 1 capital at least equal to eight percent (8.0%) of adjusted total assets.

(2) Additionally, the Bank shall not declare or pay dividends without the prior determination of no supervisory objection by the Assistant Deputy Comptroller.

(3) The requirement in this Agreement to meet and 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).

ARTICLE VII – NEW

ARTICLE VI, CLOSING, of the Agreement is now Article VII.

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 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. 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. 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 his hand on behalf of the Comptroller.

/s/

Joseph N. Meinhardt
Assistant Deputy Comptroller
Milwaukee/Iron Mountain Field Offices

3/17/08

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/

Bruce Bohn

3/17/08

Date

/s/

Henry Derleth

3/17/08

Date

/s/

Roger M. Field

3/17/08

Date

/s/

Richard N. Fortnum

3/17/08

Date

/s/

Thomas Jensen

3/17/08

Date

/s/

Russel L. Kuehn

3/17/08

Date

/s/

Mark Milbrandt

3/23/08

Date

/s/

Patrick Seaman

3/25/08

Date

/s/

Jeff W. Walker

3/17/08

Date

/s/

Thomas Willett

3/17/08

Date