

**AGREEMENT BY AND BETWEEN  
National Bank of Arkansas  
North Little Rock, Arkansas  
and  
The Comptroller of the Currency**

National Bank of Arkansas, North Little Rock, Arkansas, (“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.

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) Unless otherwise informed in writing by the Comptroller, this Agreement shall cause the provisions of 12 C.F.R. § 5.51 and 12 C.F.R. Part 359 to apply to the Bank. In addition, unless otherwise informed in writing by the Comptroller, 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 which the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded to:

F. Christian Dunn  
Assistant Deputy Comptroller  
Little Rock Field Office  
10201 W. Markham, Suite 105  
Little Rock, Arkansas 72205

## **ARTICLE II**

### **COMPLIANCE COMMITTEE**

(1) Within thirty (30) days, the Board shall appoint a Compliance Committee of at least five (5) directors, a majority of which shall be composed of persons who are not an employee of the Bank or any of its affiliates (as the term “affiliate” is defined in 12 U.S.C. § 371c(b)(1)), or a family member of any such person. Upon appointment, the names of the members of the Compliance Committee 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 appointment of the Committee and quarterly 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) After reviewing the Compliance Committee's report, the Board shall promptly forward a copy of the report, with any additional comments by the Board, to the Assistant Deputy Comptroller.

### **ARTICLE III**

#### **REDUCING THE LEVEL OF PROBLEM ASSETS**

(1) The Bank will continue to take immediate action to protect its interest in those assets criticized in the ROE, in any subsequent Report of Examination, by management, by internal or external loan review, or in any list provided to management by the National Bank Examiners.

(2) Within thirty (30) days, the Board or a designated committee shall ensure Bank adherence to a written program designed to eliminate the basis of criticism of assets criticized in the ROE, in any subsequent Report of Examination, or by any internal or external loan review, or in any list provided to management by the National Bank Examiners 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;
- (d) the proposed action to eliminate the basis of criticism and the timeframe for its accomplishment; and
- (e) a requirement that lending staff generates reports of “doubtful,” “substandard,” and “special mention” loans on a quarterly basis.

(3) A copy of the program shall be submitted to the Assistant Deputy Comptroller within thirty (30) days of completion. Any subsequent modifications to the program or additions to the program shall likewise be forwarded to the Assistant Deputy Comptroller within (30) days of such modification or addition.

(4) The Board or designated committee will continue to conduct reviews, on at least a monthly basis, to determine:

- (a) the status of each criticized relationship or criticized portion thereof that equals or exceeds two hundred fifty thousand dollars (\$250,000);
- (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) The Board or designated committee shall promptly forward its review to the Compliance Committee, and the Compliance Committee shall make a determination in a timely manner regarding whether any additional actions need to be taken to ensure compliance with this Article.

(6) A copy of the reviews, including status updates for each criticized relationship or criticized portion thereof that equals or exceeds two hundred fifty thousand dollars (\$250,000),

shall be forwarded to the Assistant Deputy Comptroller quarterly. The status updates shall follow a format similar to Appendix A, attached hereto. In addition, the Bank's listing of all assets rated 4 (Watch) or more adversely graded shall be forwarded to the Assistant Deputy Comptroller quarterly.

(7) 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 Report of Examination, 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 one hundred thousand dollars (\$100,000) only if each of the following conditions is met:

- (a) prior to extending any additional credit, a majority of the Board or a designated committee shall approve the credit extension and record, in writing, why such extension is necessary to promote the best interests of the Bank; and
- (b) a comparison to the documentation produced in accordance with 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.

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

(9) 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 and the program developed pursuant to it.

## **ARTICLE IV**

### **ALLOWANCE FOR LOAN AND LEASE LOSSES**

(1) Within thirty (30) days, the Board or a designated committee shall review the adequacy of the Bank's Allowance for Loan and Lease Losses (“Allowance”) and continue its 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 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 loan review and problem loan identification process;
- (b) the requirements of Financial Accounting Standards (FAS) 5 and FAS 114;
- (c) loan loss experience;
- (d) trends of delinquent and nonaccrual loans;
- (e) concentrations of credit in the Bank; and
- (f) present and prospective economic conditions.

(2) The program shall provide for a review of the Allowance by the Board or a designated committee 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) 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 V**

### **LOAN REVIEW AND PROBLEM LOAN IDENTIFICATION**

(1) Upon execution of this document, the Board shall promptly ensure that the Bank's internal loan review officer receives the external training and on-the-job training necessary to become competent in performing the internal loan review function.

(2) Until such time as the internal loan review officer receives appropriate training and, in accordance with this Article, an internal loan review program is enhanced and demonstrated to be more effective, the Board shall employ a qualified loan review consultant to oversee the loan review program and mentor the loan review officer.

(3) Prior to the employment of any individual as the loan review consultant, the Board shall submit the name, qualifications, and the proposed terms of employment of the consultant to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. The Bank shall select a proposed loan review consultant within ninety (90) days, and upon receiving the Assistant Deputy Comptroller's determination of no supervisory objection, the Bank shall promptly hire the proposed consultant.

(4) The Board will continue to enhance the current internal loan review program within ninety (90) days; however, the Board shall not discontinue the use of the loan review consultant until it has demonstrated that the enhanced internal loan review program is effective and has received the Assistant Deputy Comptroller's written supervisory no objection. In

implementing the internal loan review program, the Board or a designated committee 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 Bank's loan review function shall provide for a written report to be filed with the Board or a designated committee 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 and comments regarding:

- (a) the scope of the review;
- (b) the overall quality of the loan and lease portfolios;
- (c) the identification, type, rating, and amount of problem loans and leases;
- (d) the identification and amount of delinquent loans and leases;
- (e) credit and collateral documentation exceptions;
- (f) the identification and status of credit related violations of law, rule, or regulation;
- (g) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (b) through (e) of this Article;
- (h) concentrations of credit;
- (i) loans and leases to executive officers, directors, principal shareholders (and their related interests) of the Bank; and
- (j) 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 establish the required scope of the Bank's internal loan review program to include reasonable, annual loan portfolio coverage minimums based on: the dollar volume of commercial and commercial real estate loans reviewed as a percent of total commercial and commercial real estate loans; the dollar volume of loans reviewed as a percent of total loans; the dollar volume of each officer's commercial and commercial real estate as a percent of the officer's total portfolio; and an annual sample review of consumer loans.

(6) The Board or a designated committee 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) Upon execution of this document, the Board or a designated committee shall ensure that immediate and adequate remedial action, if appropriate, is taken if any loan officer fails to assign an appropriate risk rating for each loan in his/her respective portfolio and initiates grading changes in a timely manner based upon:

- (a) Past due status, payment history, bankruptcy, or similar indicators; and/or
- (b) Lack of financial capacity indicated by current financial information and cash flow analysis.

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

## **ARTICLE VI**

### **COMMERCIAL REAL ESTATE CONCENTRATION RISK MANAGEMENT**

(1) Within ninety (90) days, the Board or a designated committee shall adopt, implement, and thereafter ensure Bank adherence to a written commercial real estate ("CRE")

concentration risk management program consistent with OCC Bulletin 2006-46. The program shall include, but not necessarily be limited to, the following:

- (a) Ongoing risk assessments to identify potential CRE concentrations in the portfolio, including exposures to similar or interrelated groups or borrowers;
- (b) Board and management oversight of CRE concentrations, to include:
  - (i) policy guidelines and an overall CRE lending strategy, including actions required when the Bank approaches or exceeds the limits of its CRE guidelines;
  - (ii) procedures and controls to effectively adhere to and monitor compliance with the Bank's lending policies and strategies;
  - (iii) regular review of information and reports that identify, analyze, and quantify the nature and level of risk presented by CRE concentrations; and
  - (iv) periodic review and approval of CRE risk exposure limits.
- (c) Portfolio management, to include internal lending guidelines and concentration limits that control the Bank's overall risk exposure to CRE, and a contingency plan to reduce or mitigate concentrations in the event of adverse market conditions;
- (d) Management information systems, to provide sufficient timely information to management to identify, measure, monitor, and manage CRE concentration risk;

- (e) Periodic market analysis, to provide management and the Board with information to assess whether its CRE lending strategy and policies continue to be appropriate in light of changes in CRE market conditions;
- (f) Credit underwriting standards for CRE, to include:
  - (i) maximum loan amount by type of property;
  - (ii) loan terms;
  - (iii) pricing structures;
  - (iv) collateral valuation;
  - (v) loan-to-value limits by property type;
  - (vi) requirements for feasibility studies and sensitivity analysis or stress testing;
  - (vii) minimum requirements for initial investment and maintenance of hard equity by the borrower; and
  - (viii) minimum standards for borrower net worth, property cash flow, and debt service coverage for the property;
- (g) Portfolio stress testing and sensitivity analysis of CRE concentrations; and
- (h) Credit risk review of CRE, to include an effective, accurate, and timely risk-rating system.

(2) The Board shall forward a copy of any analysis performed on existing or potential CRE concentrations to the Assistant Deputy Comptroller immediately following the review.

(3) 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 VII**

### **REDUCING CREDIT EXCEPTIONS**

- (1) Within ninety (90) days, the Board shall:
  - (a) Implement an adequate follow-up process for clearing credit exceptions and maintaining credit exceptions at an acceptable level.
    - (i) The senior lending officer shall continue to review credit exception lists with lending officers monthly and discuss their plans for clearing the exception
    - (ii) The Board shall continue to review monthly credit exception reports that summarize total exceptions as a percent of total loans and as a percent of each officer's loan portfolio.
  - (b) The Board shall maintain exceptions standards that outline maximum, acceptable levels of credit exceptions (expressed as a percentage of total loans and the loan officer's portfolio).
  - (c) The performance management process for lending officers shall continue to include an assessment of the officer's exception percentage versus the bank's established exception standards.
- (2) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the process for reducing credit exceptions developed pursuant to this Article.

## **ARTICLE VIII**

### **MONITORING LOAN POLICY EXCEPTIONS**

- (1) Within ninety (90) days, the Board shall:
  - (a) Develop a loan policy exception report that aggregates policy exceptions percentages in total, by type, and by officer.
  - (b) The Board shall review the loan policy exception report monthly.
  - (c) The Board shall establish exceptions standards that outline maximum, acceptable levels of policy exceptions (expressed as a percentage of total loans and the loan officer's portfolio).
  - (d) The performance management process for lending officers shall include an assessment of the officer's policy exception percentages versus the bank's established exception standards.
  
- (2) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the process for monitoring loan policy exceptions developed pursuant to this Article.

## **ARTICLE IX**

### **PERFORMANCE MANAGEMENT PROCESS FOR LOAN OFFICERS**

- (1) Within ninety (90) days, the Board shall:
  - (a) Enhance the performance management process for lenders that addresses loan quality standards, including: credit underwriting and supervision, loan losses, delinquency ratios, classified ratios, exception levels, and accuracy in problem loan identification and risk ratings;

(b) Consistently apply the revised, loan officer performance management process in the evaluations of all officers with lending authority.

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

## ARTICLE X

### **PERFORMANCE MANAGEMENT PROCESS FOR EXECUTIVE OFFICERS**

- (1) Within ninety (90) days, the Board shall:
- (a) Assign a committee of outside directors to develop a performance management process for all executive officers.
    - (i) The committee members shall be directors that do not receive any compensation from the Bank other than Board or committee fees.
  - (b) The committee shall designate the Bank's executive officers, assign lines of authority for the officers, and identify the Board committee or officer who will perform their performance evaluations.
  - (c) The Board and the committee shall develop specific job descriptions and standards for all executive officers.
    - (i) Evaluations should be prepared by comparing the officer's performance against those job standards.
  - (d) The committee shall review executive officer compensation and ensure that it is commensurate with their responsibilities and performance.

(e) The committee shall formally approve compensation packages for executive management.

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

## **ARTICLE XI**

### **LIQUIDITY**

(1) The Board shall continue actions to ensure adequate sources of liquidity in relation to the Bank's needs. The Bank shall continue to provide the Board or a designated committee with monthly reports setting forth liquidity requirements and sources and maintain a contingency liquidity funding plan. The contingency funding plan shall be updated, if necessary, to reflect the bank's current situation.

(2) Copies of the monthly liquidity reports and any updates to the contingency funding plan shall be forwarded to the Assistant Deputy Comptroller upon completion.

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

## **ARTICLE XII**

### **WHOLESALE OR CREDIT SENSITIVE LIABILITIES/BROKERED DEPOSITS**

(1) Within sixty (60) days, the Board or a designated committee shall develop and submit to the Assistant Deputy Comptroller a Wholesale Funding Plan ("Plan") to ensure that the

Bank makes prudent use of wholesale funding sources, including brokered deposits (as defined in 12 C.F.R. § 337.6(a)(2)).

(2) The Plan shall set limits for the Bank's use of wholesale funding sources based upon its anticipated liquidity and funding needs. The Plan shall specify, but not be limited to, the following:

- (a) appropriate limits for Federal Home Loan Bank funding; and
- (b) appropriate limits for brokered deposits.

(3) In determining the appropriate limits of wholesale funding, the Plan shall consider, at a minimum, the following:

- (a) the dollar volumes, maturities, and costs of the funds;
- (b) potential uses of the funds, i.e., short-term liquidity or restructuring of liabilities to reduce cost;
- (c) alternative funding sources available to the Bank; and
- (d) whether the Bank deems the acquisition of the wholesale funding to be in accordance with safe and sound banking practices.

(4) Upon completion, a copy of the Plan shall be forwarded to the Assistant Deputy Comptroller for review and a prior written determination of no supervisory objection. The Assistant Deputy Comptroller shall have discretion to object to or condition the plan in his sole discretion.

(5) If the Assistant Deputy Comptroller provides a supervisory no objection to the Plan, the Bank may continue to acquire wholesale funding that is consistent with Bank safety and soundness and is in accordance with the Plan, unless and until, the Assistant Deputy Comptroller notifies the Bank that he objects to further acquisitions of wholesale funding. Such objection to

further acquisitions shall be in the Assistant Deputy Comptroller's sole discretion and subject to whatever terms or conditions he may establish.

(6) If the Assistant Deputy Comptroller objects to the Plan in its entirety, the Bank shall cease acquiring additional wholesale funding until such time as the Assistant Deputy Comptroller has provided a written no objection to a Wholesale Funding Plan or the Assistant Deputy Comptroller otherwise provides a written no objection to the Bank's acquisition of certain wholesale funds.

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

### **ARTICLE XIII**

#### **CONSUMER COMPLIANCE PROGRAM**

(1) Within sixty (60) days, the Board shall adopt, implement, and thereafter ensure adherence to a written consumer compliance program designed to ensure that the Bank is operating in compliance with all applicable consumer protection laws, rules and regulations.

This program shall include, but not be limited to:

- (a) a written description of the duties and responsibilities of the compliance officer;
- (b) adequate internal controls to ensure compliance with consumer protection laws, rules, and regulations;
- (c) the preparation of a policies and procedures manual covering all consumer protection laws, rules and regulations for use by appropriate Bank personnel in the performance of their duties and responsibilities;

- (d) semiannual updates of the written policies and procedures manual to ensure it remains current;
- (e) an audit program to test for compliance with consumer protection laws, rules and regulations;
- (f) procedures to ensure that exceptions noted in the audit reports are corrected and responded to by the appropriate Bank personnel;
- (g) the education and training of all appropriate Bank personnel in the requirements of all federal and state consumer protection laws, rules and regulations; and
- (h) periodic reporting of the results of the consumer compliance audit to the Board or a committee thereof.

(2) Upon completion, a copy of the program shall be forwarded to the Assistant Deputy Comptroller for review.

(3) 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 XIV**

#### **STRATEGIC PLAN**

(1) Within ninety (90) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to 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 nonperforming assets, product line development and market segments

that the Bank intends to promote or develop, together with strategies to achieve those objectives and, at a minimum, include:

- (a) a mission statement that forms the framework for the establishment of strategic goals and objectives;
- (b) an assessment of the Bank's present and future operating environment;
- (c) the development of strategic goals and objectives to be accomplished over the short and long term;
- (d) 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) of this Article;
- (e) an evaluation of the Bank's internal operations, staffing requirements, board and management information systems and policies and procedures for their adequacy and contribution to the accomplishment of the goals and objectives developed under (1)(c) of this Article;
- (f) a management employment and succession program to promote the retention and continuity of capable management;
- (g) product line development and market segments that the Bank intends to promote or develop;
- (h) an action plan to improve bank earnings and accomplish identified strategic goals and objectives, including individual responsibilities, accountability and specific time frames;

- (i) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the period covered by the strategic plan;
- (j) control systems to mitigate risks associated with planned new products, growth, or any proposed changes in the Bank's operating environment;
- (k) 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
- (l) systems to monitor the Bank's progress in meeting the plan's goals and objectives.

(2) Upon completion, a copy of the plan shall be forwarded 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 strategic plan.

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

## **ARTICLE XV**

### **CONCLUSION**

(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. 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/

3/30/2009

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F. Christian Dunn  
Assistant Deputy Comptroller  
Little Rock Field Office

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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/  
Steve Arendt

3-30-2009  
Date

/S/  
Charles Davidson

3-30-2009  
Date

/S/  
Steve Jumper

4-3-2009  
Date

/S/  
Mike Mathes

3-30-2009  
Date

/S/  
Bob Osborne

3-30-2009  
Date

/S/  
Gloria Redman

3-30-2009  
Date

/S/  
Lawrence Young

3-30-2009  
Date