

AGREEMENT BY AND BETWEEN  
Meridian Bank, N.A.  
Wickenburg, Arizona  
and  
The Comptroller of the Currency

Meridian Bank, N.A., Wickenburg, Arizona (“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 a high and increasing level of classified assets, weak earnings, and ineffective credit risk 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) 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 the:

Assistant Deputy Comptroller  
Arizona/New Mexico Field Office  
9633 South 48<sup>th</sup> Street, Suite 265  
Phoenix, Arizona, 85044

## ARTICLE II

### COMPLIANCE COMMITTEE

(1) Within ten (10) days of the date of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) directors, the majority of which shall not be employees or controlling shareholders 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 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 thirty (30) days thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

(a) a description of the action needed to achieve full compliance with each Article of this Agreement;

- (b) actions taken to comply with each Article of this Agreement; and
- (c) the results and status of those actions.

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

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

### ARTICLE III

#### CAPITAL PLAN

(1) Within sixty (60) days of the date of this Agreement, the Bank shall develop and the Board shall adopt and thereafter ensure Bank implementation and adherence to a three year capital program. The program shall include:

- (a) specific plans for the maintenance of adequate capital given the Bank's risk profile;
- (b) 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;
- (c) projections of the sources and timing of additional capital to meet the Bank's current and future needs;
- (d) the primary source(s) from which the Bank will strengthen its capital structure to meet the Bank's needs;
- (e) contingency plans that identify alternative methods should the primary source(s) under (d) above not be available; and

- (f) a dividend and capital distribution policy that permits the declaration of a dividend or distribution of capital only:
  - (i) when the Bank is in compliance with its approved capital program;
  - (ii) when the Bank is in compliance with 12 U.S.C. §§ 56, 59 and 60;  
and
  - (iii) with the prior written determination of no supervisory objection by the Assistant Deputy Comptroller.

(2) Upon completion, the Bank's capital program shall be submitted to the Assistant Deputy Comptroller for prior 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 capital program. The Board shall review and update the Bank's capital program on an annual basis, or more frequently if necessary. Copies of the reviews and updates shall be submitted to the Assistant Deputy Comptroller.

#### ARTICLE IV

##### STRATEGIC PLAN

(1) Within sixty (60) days of the date of this Agreement, the Bank shall develop and the Board shall adopt and thereafter ensure Bank implementation and 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) identification of the Bank product types (assets and liabilities) that may be utilized to accomplish the strategic goals and objectives established in (1)(c) of this Article and criteria for the assessment, development and approval of products and related market segments consistent with the requirements of Articles V and VII of this Agreement;
- (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) an action plan to improve Bank earnings and accomplish identified strategic goals and objectives, including individual responsibilities, accountability and specific time frames;

- (h) 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;
- (i) the evaluation and enhancement of control systems to mitigate risks associated with new products, growth initiatives, or any proposed changes in the Bank's operating environment;
- (j) 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
- (k) systems to monitor the Bank's progress in meeting the plan's goals and objectives

(2) Upon adoption, 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.

## ARTICLE V

### NONTRADITIONAL PRODUCTS

(1) Within sixty (60) days of the date of this agreement, the Bank shall develop and the Board shall adopt and thereafter ensure Bank implementation and adherence to a plan to assess, monitor and manage the risk associated with the nontraditional products offered by the Bank. This plan shall include, at a minimum:

- (a) a written analysis of the Bank's current nontraditional products which fully assesses the risks and benefits of these lines of business. This analysis shall include an assessment of the Bank's controls, procedures, MIS and management of nontraditional products consistent with any criteria or other requirements established in the Bank's strategic plan;
- (b) the analysis required by Paragraph (1)(a) of this article shall fully assess the risks posed by the products offered by all of its operating subsidiaries and the measures that are necessary to manage these risks. This analysis shall also address whether, given the increased risks of these forms of lending, the products offered by the Bank and its operating subsidiaries remain appropriate lines of business;
- (c) a review of the structured finance and asset based lending portfolios, to determine the current extent of risk. This review must include an evaluation of the current risk rating definition attributes for structured finance and asset based lending to ensure that they are well-defined and provide sufficient clarity to ensure that they map to standard regulatory risk rating definitions.
- (d) a written description, taking into account the review required by paragraph (1)(a)-(c) of this Article, of any nontraditional product, including but not limited to, asset based lending and structured finance, that the Bank intends to continue offer. This written description must include, but not be limited to, a detailed analysis of the following:
  - (i) industry loss experience;

- (ii) projections of loss probabilities;
  - (iii) losses given defaults; and
  - (iv) expected loss levels.
- (e) specific concentration limits for all nontraditional products the Bank intends to continue to offer and consistent with the requirements of the asset diversification program adopted pursuant to Article VII of this Agreement.

(2) Upon adoption, a copy of the plan required by Paragraph (1) of this Article shall be forwarded to the Assistant Deputy Comptroller for review.

(3) Prior to the Bank's involvement in any new nontraditional loan or investment products or services the Bank shall prepare a written analysis of said product or service for review and approval by the Board. The analysis shall, at a minimum, include the following:

- (a) an assessment of the risks and benefits of the product or service to the Bank;
- (b) an explanation of how the product or service is consistent with the Bank's strategic plan;
- (c) an evaluation of the adequacy of the Bank's organizational structure, staffing, MIS, internal controls and written policies and procedures to identify, measure, monitor, and control the risks associated with the product or service; and
- (d) a profitability analysis, including growth projections and interest rate risk.

(4) Prior to the Bank's involvement in the new nontraditional product or service, a copy of the analysis required by paragraph (3) of this Article shall be submitted to the Assistant



Deputy Comptroller for a prior written determination of no supervisory objection to the Bank's involvement in the new product of service.

## ARTICLE VI

### 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 Report of Examination, by internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination.

(2) The Board shall adopt, and thereafter ensure that the Bank implements and adheres to a written program designed to eliminate the basis of criticism of assets equal to or exceeding one million dollars (\$1,000,000) and criticized as "doubtful," "substandard," or "special mention" 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 during any examination. The Bank shall adopt the written program required by this Paragraph by the later date of sixty (60) days from the date of this Agreement or sixty (60) days from the time the item is so identified by the OCC or by any internal or external loan review. Programs may be adopted for individual assets or for one or more groups of substantially similar assets, and 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 one million dollars (\$1,000,000) shall be forwarded to the Assistant Deputy Comptroller.

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

- (a) the status of each criticized asset or criticized portion thereof that equals or exceeds one million dollars (\$1,000,000);
- (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 monthly basis.

(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 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 million dollars (\$1,000,000) 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.

## ARTICLE VII

### CONCENTRATIONS OF CREDIT

(1) The Bank shall take immediate and ongoing action to significantly reduce its concentrations of credit risk in the following asset classes:

- (a) commercial real estate (CRE) lending; and
- (b) construction and development lending.

(2) Within sixty (60) days of the date of this Agreement, the Board shall adopt and thereafter ensure that the Bank implements and adheres to a written asset diversification program. The program shall include, but not necessarily be limited to, the following:

- (a) A detailed description of the actions it is taking to comply with Paragraph (1) of this Article;

- (b) a review of the balance sheet to identify any other concentrations of credit risk not identified in Paragraph (1) of this article, which shall include a review of the lending operations conducted by the Bank's operating subsidiaries;
- (c) a written analysis of any concentration of credit risk identified above in order to identify and assess the inherent credit, liquidity, and interest rate risk.
- (d) policies and procedures to control and monitor concentrations of credit risk, that include, at a minimum:
  - (i) a concentrations management system(s) that aggregates exposures across the consolidated bank, including all operating subsidiaries;
  - (ii) concentration limits and actionable thresholds by capital and the total portfolio; and
  - (iii) the establishment of limits for direct and indirect exposures to industries.
- (e) an action plan approved by the Board to reduce the risk of any concentration deemed imprudent in the above analysis. This analysis must include consideration of the Bank's need to reduce reliance on brokered deposits as required by Article XII of this Agreement.

(3) For purposes of this Article, a concentration of credit risk is as defined in the "Loan Portfolio Management" booklet of the Comptroller's Handbook.

(4) The Board shall ensure that future concentrations of credit risk are subjected to the analysis required by subparagraph (b) and that the analysis demonstrate that the concentration will not subject the Bank to undue credit, liquidity, or interest rate risk.

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

## ARTICLE VIII

### FINANCIAL AND CASH FLOW ANALYSIS

(1) Within sixty (60) days of the date of this Agreement, the Board shall ensure that the Bank takes the following steps to improve the Bank's financial and cash flow analysis practices and procedures:

- (a) The establishment of policies and procedures designed to ensure that loan officers and credit analysts obtain complete financial information and thoroughly analyze borrower and guarantor cash flow sources and uses in order to fully evaluate their capacity to support the project. This analysis must include information regarding projects financed elsewhere, and should include, at a minimum:
  - (i) The integration of multiple partnership and corporate tax returns, K-1 forms, business financial statements, and individual tax filings;
  - (ii) An evaluation of contingent liabilities; and

- (iii) An analysis of borrower or guarantor ability to reduce principal or support a reasonable amortization;
  - (b) Steps to ensure loan officers obtain borrower and guarantor bank or brokerage statements in a timely manner in order to verify stated liquidity.
- (2) The Board shall ensure that the Bank provides training to all appropriate staff on the enhanced underwriting guidelines developed pursuant to this Article.

## ARTICLE IX

### CREDIT RISK RATINGS

- (1) By no later than July 15, 2009, the Bank shall complete a portfolio-wide credit review, with a focus on real estate secured loans, to determine the current extent of risk. Factors that must be considered in this review are (as applicable):
  - (a) current appraised values or other current valuations of collateral;
  - (b) project performance;
  - (c) payment performance;
  - (d) maturity dates;
  - (e) remaining interest reserves; and
  - (f) current financial information regarding principals and guarantors.
- (2) Within forty five (45) days of the date of this Agreement, the Bank shall develop and the Board shall adopt and thereafter ensure Bank implementation and adherence to a program to ensure that the risk associated with the Bank's loans is properly reflected and accounted for on the Bank's books and records, to include, at a minimum, provisions requiring that:

- (a) the Bank's loans and other assets are appropriately and timely risk rated and charged-off by the lending officers using a loan grading system that is based upon current facts, existing repayment terms and that is consistent with the guidelines set forth in Rating Credit Risk, A-RCR, of the *Comptroller's Handbook*;
- (b) the Bank's loan review system provides meaningful, detailed reports to the Board on portfolio quality, risks, and trends; and
- (c) loan officers are accountable for failing to appropriately and timely risk rate loans.

## ARTICLE X

### CREDIT AND COLLATERAL EXCEPTIONS

(1) To the extent possible, the Board shall ensure that the Bank obtains current and satisfactory credit information on all loans lacking such information, including those listed in the ROE, in any subsequent Report of Examination, 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.

- (a) the Bank shall use its best efforts to obtain the information required by this Paragraph by the later date of forty five (45) days from the date of this Agreement or forty five (45) days from the time the item is so identified;
- (b) should the Bank be unable to obtain the information required by this article, it shall document in writing the steps that it has taken to attempt to gather the required information.

(2) To the extent possible, the Board shall ensure proper collateral documentation is maintained on all loans and correct each collateral exception listed in the ROE, in any subsequent Report of Examination, 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.

- (a) the Bank shall use its best efforts to obtain the information required by this Paragraph by the later date of forty five (45) days from the date of this Agreement or forty five (45) days from the time the item is so identified;
- (b) should the Bank be unable to obtain the information required by this article, it shall document in writing the steps that it has taken to attempt to gather the required information.

(3) Within sixty (60) days of the date of this Agreement, the Board shall ensure that management implements a process to generate a consolidated report of exceptions, including exceptions found at all operating subsidiaries, for regular board review. This report must list totals by business unit and responsible officer. This report must also identify, at a minimum, by both number and dollar amount:

- (a) the level and trend of credit and financial exceptions;
- (b) covenant waivers; and
- (c) forbearance agreements.

(4) Effective immediately, the Bank may grant, extend, renew, alter or restructure any loan or other extension of credit that equals or exceeds five hundred thousand dollars (\$500,000) only after:

- (a) documenting the specific reason or purpose for the extension of credit;



- (b) identifying the expected source of repayment in writing;
- (c) structuring the repayment terms to coincide with the expected source of repayment;
- (d) obtaining and analyzing current and satisfactory credit information, including cash flow analysis, where loans are to be repaid from operations;
  - (i) Failure to obtain the information in (4)(d) shall require a majority of the full Board (or a delegated committee thereof) to certify in writing the specific reasons why obtaining and analyzing the information in (4)(d) would be detrimental to the best interests of the Bank; and
  - (ii) A copy of the Board (or a delegated committee thereof) 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.
- (e) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable.

## ARTICLE XI

### ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within forty-five (45) days of the date of this Agreement, the Board shall adopt and thereafter ensure that the Bank implements and adheres to written policies and procedures for the maintenance an adequate Allowance for Loan and Lease Losses (“ALLL”) in accordance with generally accepted accounting principles. The ALLL policies and procedures shall be

consistent with the guidance set forth in the Federal Financial Institutions Examination Council's "Interagency Policy Statement on the Allowance for Loan and Lease Losses" dated December 13, 2006 (OCC Bulletin 2006-47), and shall at a minimum include:

- (a) procedures for determining whether a loan is impaired and measuring the amount of impairment, consistent with FASB Statement of Financial Accounting Standards No. 114, Accounting by Creditors for Impairment of a Loan;
- (b) procedures for segmenting the loan portfolio and estimating loss on groups of loans, consistent with FASB Statement of Financial Accounting Standards No. 5, Accounting for Contingencies;
- (c) procedures for validating the ALLL methodology; and
- (d) a process for summarizing and documenting, for the Board's review and approval, the amount to be reported in the Consolidated Reports of Condition and Income ("Call Reports") for the ALLL. Any deficiency in the ALLL shall be remedied in the quarter it is discovered, prior to the filing of the Call Reports, through additional provision expense.

## ARTICLE XII

### LIQUIDITY MANAGEMENT

(1) Within sixty (60) days of the date of this Agreement, the Bank shall develop and submit for a prior written determination of no supervisory objection, a written liquidity program to ensure the Bank maintains liquidity at a level that is sufficient to sustain the Bank's current

operations and to withstand any anticipated or extraordinary demand against its funding base, to include at a minimum:

- (a) measures to increase and maintain sufficient on-balance sheet liquidity;
- (b) a detailed plan to significantly and expeditiously reduce reliance upon non-core funding sources, including brokered deposits, credit-sensitive wholesale borrowings and uninsured deposits. This plan shall include, at a minimum:
  - (i) specific milestones by which the Bank plans to reduce brokered deposits to a significantly diminished percentage of its funding base;
  - (ii) a detailed explanation of how the Bank intends to meet the brokered deposit reduction milestones required by paragraph (1)(b)(i) of this Article; and
  - (iii) detailed justifications for the brokered deposit reduction milestones chosen for the dates listed in paragraph (1)(b)(i), including an analysis of whether certain lending operations conducted by the Bank's various operating subsidiaries that are funded through brokered deposits are no longer viable given the Bank's need to greatly reduce reliance on brokered deposits.
- (c) the maintenance of appropriate back-up funding sources;
- (d) policies and procedures to ensure the implementation of adequate liquidity planning tools, to include:

- (i) a review of administrative policies and procedures to ensure they are consistent with the Board's guidance and risk tolerances;
  - (ii) specific balance sheet liquidity targets that are consistent with the tools used to measure performance;
  - (iii) reasonable risk limits to control the level of liquidity risk that incorporate forward-looking risk measurements and liability concentration limits such as limits on the amount of funds that may be sourced from any individual customer or groups of customers, or liability concentration limits by instrument; and
- (e) a contingency funding plan that ensures the Bank can remain liquidity solvent through stressed environments and that includes, at a minimum:
- (i) management's best estimate of balance sheet changes that may result from a liquidity or credit event;
  - (ii) specific terms or events that trigger enactment of the plan;
  - (iii) necessary management information systems and reporting criteria for use in crises situations;
  - (iv) management responsibilities for enacting the plan and for taking specific actions once enacted; and
  - (v) prioritization of all sources of funding for the various scenarios including asset side funding, liability side funding, and off-balance sheet funding.

(2) After the OCC has advised the Bank that it does not take supervisory objection to the liquidity program required by this Article, the Bank shall immediately implement and thereafter adhere to its terms.

### ARTICLE XIII

#### CALL REPORTS

(1) Within sixty (60) days of the date of this Agreement, the Board shall adopt and cause the Bank to implement policies and procedures, in accordance with the Instructions for Preparation of Consolidated Reports of Condition and Income, to ensure that all official and regulatory reports filed by the Bank accurately reflect the Bank's condition as of the call date. Thereafter the Board shall ensure Bank adherence to the policies and procedures adopted pursuant to this Article.

(2) Upon completion of the policies, the Board shall submit a copy of the policies to the Assistant Deputy Comptroller.

### ARTICLE XIV

#### CLOSING

(1) Although the Board has by this Agreement consented to submit certain proposed actions and programs for the review or prior written determination of no supervisory objection of the Assistant Deputy Comptroller, 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 him/her from so doing.

(3) Any time requirements specified in 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) This Agreement shall be effective upon execution by the parties hereto, and its provisions shall continue in full force and effect until such time as they shall be amended by written mutual consent of the parties to this 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 expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States. 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, other than a written amendment to or termination of this Agreement signed by the OCC and the Board.

IN TESTIMONY WHEREOF, the undersigned has hereunto set his/her hand.

/s/

6/3/09

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Richard F. Schobert  
Assistant Deputy Comptroller  
Arizona/New Mexico 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/ _____ William E. Bonds	6/3/09 _____ Date
/s/ _____ Wilford R. Cardon	6/3/09 _____ Date
/s/ _____ Dan J. Cheever	6/3/09 _____ Date
/s/ _____ Albert J. Colianni, Jr.	6/3/09 _____ Date
/s/ _____ W. Douglas Hile	6/3/09 _____ Date
/s/ _____ Don P. Martin	6/3/09 _____ Date
/s/ _____ Margaret S. Murphy	6/3/09 _____ Date
/s/ _____ Dean A. Riesen	6/3/09 _____ Date
_____	_____