

AGREEMENT BY AND BETWEEN
The Community National Bank
Franklin, Ohio
and
The Comptroller of the Currency

Community National Bank, Franklin, Ohio (“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 violations of section 8 of the Real Estate Settlement Procedures Act (“RESPA”) at the Bank.

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
Central Ohio Field Office
325 Cramer Creek Court - Suite 101
Dublin, Ohio 43017-3577

ARTICLE II

FILE SEARCH & IDENTIFICATION OF REFERRAL FEES

- (1) For purposes of this Agreement, the following terms apply:
- (a) “Person” shall have the meaning set forth in 12 U.S.C. § 2602(5); and
 - (b) “Referral fee” shall mean any funds or other thing of value paid or given to any person in violation of 12 U.S.C. § 2607(a) or (b).
- (2) Within thirty (30) days, the Bank shall:
- (a) Identify all residential real estate loans originated between January 1, 2005 and December 31, 2008 by the Bank’s mortgage banking division;
 - (b) Identify and review all files and documentation (including, but not limited to, electronic documentation) for the loans identified in paragraph 2(a) above;
 - (c) Examine the Settlement Statement, HUD-1 or HUD-1A for each loan identified in paragraph 2(a) above to determine if a referral fee was paid to any person; and

(d) Identify and copy all invoices, checks, accounts payable records, and any other Bank documents (including, but not limited to, electronic documents) which evidence payment of fees to any person in connection with any residential real estate loan originated between January 1, 2005 and December 31, 2008 by the Bank's mortgage banking division.

(3) Within sixty (60) days, the Bank shall compile a report, sorted by each person receiving a referral fee, containing the following information:

- (a) The person's name, last known address and telephone number;
- (b) The Bank loan officer's name;
- (c) The amount of each referral fee paid;
- (d) Loan details including the loan identification number, date of loan, loan origination amount, and loan purchaser (if applicable);
- (e) The customer's name, last known address and telephone number;
- (f) A total of the referral fees paid and the number of referral fees for each person receiving fees and an aggregate report total for all persons.

(4) Upon completion of the report produced in paragraph 3 of this Article, the Bank shall electronically transmit notice of completion to the Assistant Deputy Comptroller. The notice shall contain the information produced in paragraph 3(f) of this Article.

(5) The Bank shall retain the files, documents, and reports identified, reviewed, examined, copied, or compiled under this article in the Bank for examination and analysis by the OCC.

ARTICLE III

RESERVE AMOUNT FOR REIMBURSEMENT TO CUSTOMERS

(1) Within three (3) days of the completion of the report required by Article II Paragraph 3, the Bank shall reserve or deposit into a segregated deposit account an amount at least equal to the total of the report total calculated in Article II Paragraph 3(f) (“Reserve Amount”).

(2) Within three (3) days of notification by the OCC, the Bank shall reserve or deposit into the segregated deposit account such additional amounts as may be directed by the OCC after its review and analysis of the files, documents, and reports produced under Article II.

ARTICLE IV

REIMBURSEMENT TO CUSTOMERS

(1) Within sixty (60) days of direction by the OCC, the Bank shall provide reimbursement to each customer who received a residential real estate loan through the Bank’s mortgage banking division during the period January 1, 2005 through December 31, 2008, where a referral fee was paid to any person in connection with the loan transaction, except as set forth in Paragraph (2) of this Article. The amount of the reimbursement shall be equal to the amount of all referral fees paid by the Bank to any person in connection with the loan transaction.

(2) To the extent the referral fee was previously reimbursed to the Bank customer by the person receiving the fee, reimbursement by the Bank under this Agreement shall not be required.

(3) The total amount to be reimbursed by the Bank shall not exceed the Reserve Amount funded in Article III.

(4) The Bank shall make all reimbursements required pursuant to this Article within one-hundred-eighty (180) days after the first payment made pursuant to this Article.

ARTICLE V

PAYMENT LIST

(1) The Bank shall use reasonable efforts locate all customers who are owed reimbursement payments pursuant to Article IV of this Agreement. The Bank shall update the addresses, as appropriate, for all customers to whom reimbursement is owed by conducting a standard address search using the National Change of Address System (and may use other publicly available sources). If the Board decides to use a system other than the National Change of Address System, a description of the system to be used in place of the National Change of Address System shall be submitted to the Assistant Deputy Comptroller for prior written determination of no supervisory objection.

(2) The Bank shall produce a report listing the reimbursement payment to each customer required to be made pursuant to Article IV of this Agreement (“Payment Report”). Beginning thirty (30) days after the first payment made pursuant to Article IV of this Agreement and every thirty (30) days thereafter, the Bank shall transmit a copy of the Payment Report to the Assistant Deputy Comptroller electronically. The Payment Report shall contain all of the following information:

- (a) The amount and date of each payment; and
- (b) The name, mailing address and loan identification number of the customer to whom the payment was made.

(3) In the event that the Bank is unable to locate any customer to whom reimbursement is owed, the Bank shall provide a report of those customers detailing the Bank's efforts to locate those customers and make reimbursement. The bank shall transmit this report to the Assistant Deputy Comptroller along with each Payment Report required by Paragraph 2 of this Article.

ARTICLE VI

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 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. Department of the Treasury, 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/
Julie A. Blake
Assistant Deputy Comptroller
Central Ohio Field Office

10/19/09
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/
Donald G. Burns

10/19/09
Date

/s/
W. Leslie Earnhart

10-19-09
Date

/s/
T.C. Garland

10/19/09
Date

/s/
James L. Gross, Jr.

10-19-09
Date

/s/
Kent S. Libecap

10-19-09
Date

/s/
Michael R. O'Dell

10/19/09
Date

