

#2009-197
Amends **#2009-089**

**AMENDMENT TO THE AGREEMENT
OF JUNE 16, 2009
BY AND BETWEEN
CENTRUST BANK, N.A.
NORTHBROOK, ILLINOIS
AND
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

CenTrust Bank, N.A., Northbrook, Illinois (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.

On June 16, 2009, the Bank, by and through its duly elected and acting Board of Directors (Board) and the Comptroller, by and through his duly authorized representative, entered into an 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 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 I

(1) This Amendment 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 Amendment 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 Amendment 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 Amendment shall be construed to be a "final order" within the meaning of 12 U.S.C. § 1818(u).

ARTICLE II -- REDESIGNATION

(1) Article VII of the Agreement is hereby redesignated as "**ARTICLE IX – CLOSING.**"

ARTICLE III -- ADDITIONS

(1) A new Article VII shall be added to the Agreement as follows:

ARTICLE VII

CAPITAL PLAN AND HIGHER MINIMUMS

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

(a) *Total capital at least equal to twelve percent (12%) of risk-weighted assets;*

(b) *Tier 1 capital at least equal to nine percent (9%) of adjusted total assets.*

(2) 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).

(3) *Within thirty (30) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a Capital Plan. The Capital Plan shall include:*

- (a) *specific plans for the maintenance of capital that may in no event be less than the requirements of paragraph (1) of this Article;*
- (b) *projections for capital based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet assets and activities;*
- (c) *projections of the sources and timing of additional capital and/or projections of the methods and timing of reducing assets to meet the requirements of paragraph (1) of this Article;*
- (d) *identification of the primary source(s) from which the Bank will strengthen its capital structure to meet the requirements of paragraph (1) of this Article; and*
- (e) *contingency plans that identify alternative source(s) from which the Bank will strengthen its capital structure should the primary source(s) under (d) above not be available.*

(4) *Immediately upon completion, the Capital Plan shall be submitted 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 immediately implement and adhere to the Capital Plan.

(5) The Board shall review and update the Capital Plan on an annual basis, or more frequently if necessary. Prior to adoption by the Board, any subsequent amendments or revisions to the Capital Plan shall be submitted 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 immediately implement and adhere to the Capital Plan, as amended or revised.

(6) The Bank shall not declare any dividend without the prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

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

(8) If the OCC determines, in its sole judgment, that the Bank has failed to meet the minimum capital levels established in paragraph (1) of this Article, has failed to submit an acceptable Capital Plan as required by paragraph (4) of this Article, or has failed to implement or adhere to a Capital Plan for which the OCC has taken no supervisory objection pursuant to paragraphs (4) or (5) of this Article, then, within thirty (30) days of receiving written notice from the OCC of such fact, the Board shall develop and shall submit to the OCC for its review and prior written determination of no supervisory objection a Disposition Plan, which shall detail the Board's proposal to sell or merge the Bank, or liquidate the Bank under 12 U.S.C. § 181.

(9) *In the event that the Disposition Plan submitted by the Board outlines a sale or merger of the Bank, the Disposition Plan, at a minimum, shall address the steps that will be taken and the associated timeline to ensure that a definitive agreement for the sale or merger is executed not later than ninety (90) days after the receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Disposition Plan. If the Disposition Plan outlines a liquidation of the Bank, the Disposition Plan shall detail the actions and steps necessary to accomplish the liquidation in conformance with 12 U.S.C. §§ 181 and 182, and the dates by which each step of the liquidation shall be completed, including the date by which the Bank will terminate the national bank charter. In the event of liquidation, the Bank shall hold a shareholder vote pursuant to 12 U.S.C. § 181, and commence liquidation, within thirty (30) days of receiving the Assistant Deputy Comptroller's written determination of no supervisory objection to the Disposition Plan.*

(10) *After the OCC has advised the Bank in writing that it does not take supervisory objection to the Disposition Plan, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the Disposition Plan. Failure to submit a timely, acceptable Disposition Plan, or failure to implement and adhere to the Disposition Plan after the Board obtains a written determination of no supervisory objection from the Assistant Deputy Comptroller, may be deemed a violation of this Order, in the exercise of the OCC's sole discretion.*

- (2) A new Article VIII shall be added to the Agreement as follows:

ARTICLE VIII

CONTINGENCY FUNDING PLAN

(1) *Within forty-five (45) days the Board shall adopt, implement, and thereafter ensure adherence to a comprehensive Bank-specific Contingency Funding Plan consistent with the guidelines set forth in the “Liquidity” booklet, L-L, of the Comptroller’s Handbook. The plan shall, among other things, include:*

- (a) *a statement of the Board’s strategy for maintaining adequate sources of stable funding given the Bank’s anticipated liquidity and funding needs;*
- (b) *a definition of a liquidity crisis for the Bank;*
- (c) *an identification of early warning liquidity triggers;*
- (d) *detailed action plans to identify and obtain sources of liquidity to meet projected shortfalls;*
- (e) *an identification of responsible bank personnel to declare, manage, and resolve a liquidity crisis;*
- (f) *an internal and external communication process for disseminating relevant information; and*
- (g) *a process of regular testing to ensure that the plan is operationally robust.*

(2) *Upon adoption, the Board shall forward the Contingency Funding Plan to the Assistant Deputy Comptroller for determination of no supervisory objection.*

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

/s/

11/17/09

 Keith Pace
 Assistant Deputy Comptroller
 San Antonio South Field Office

 Date

IN FURTHER 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/	November 17, 2009
Richard J. Behis	Date
/s/	November 17, 2009
John Benson	Date
/s/	November 17, 2009
Arthur G. Bess III	Date
/s/	November 17, 2009
Mark T. DiGanci	Date
/s/	November 17, 2009
Robert Fisher	Date
/s/	November 17, 2009
James A. Kach	Date
/s/	November 17, 2009
William E. Krug	Date
/s/	November 17, 2009
Andrew Sandberg	Date
/s/	November 17, 2009
Carl Vender Wilt	Date
/s/	November 17, 2009