

**#2010-010**

AGREEMENT BY AND BETWEEN  
Commercial National Bank of Texarkana  
Texarkana, Texas  
and  
The Comptroller of the Currency

Commercial National Bank of Texarkana, Texarkana, Texas (“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 or unsound banking practices related to excessive risk in the Bank’s investment portfolio that adversely affects the Bank’s capital, earnings, and liquidity. Additional action by the Board and management are needed to restore the Bank to a safe and sound condition.

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) The Bank is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*

(2) The Comptroller is “the appropriate Federal banking agency” regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).

(3) The Bank is an “insured depository institution” within the meaning of 12 U.S.C. § 1818(b)(1).

(4) 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).

(5) 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).

(6) 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.

(7) This Agreement shall be construed to be a “written agreement” within the meaning of 12 U.S.C. § 1818(u)(1)(A).

(8) As a result of this Agreement:

(a) Bank is designated to be in “troubled condition,” as set forth in 12 C.F.R. § 5.51(c)(6), unless otherwise informed in writing by the Comptroller;

(b) the Bank is not an “eligible bank” pursuant to 12 C.F.R. § 5.3(g)(4) for the purposes of 12 C.F.R. Part 5 regarding rules, policies, and procedures for corporate activities, unless otherwise informed in writing by the OCC;

(c) the Bank is subject to the limitation of 12 C.F.R. § 5.51(c)(6)(ii) for the purposes of 12 C.F.R. § 5.51, which requires OCC approval of a change in directors and senior executive officers, unless otherwise informed in writing by the OCC; and

- (d) the Bank is subject to the limitation on golden parachute and indemnification payments provided by 12 C.F.R. § 359.1(f)(1)(ii)(C) and 12 C.F.R. § 5.51(c)(6)(ii), unless otherwise informed in writing by the OCC.

## 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, of which no more than one (1) shall be an employee or controlling shareholder 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 Director for Special Supervision (“Director”). 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 Director within ten (10) days of receiving such report.

(5) All reports or plans which the Bank or Board has agreed to submit to the Director pursuant to this Agreement shall be forwarded, by overnight mail or email, to the following:

Director for Special Supervision  
Comptroller of the Currency  
250 E Street SW  
Mail Stop 7-4  
Washington, DC 20219

*with a copy to:*  
Little Rock Field Office  
Comptroller of the Currency  
10201 West Markham, Suite 105  
Little Rock, AR 72205

(6) The Board shall ensure that the bank has sufficient processes, personnel, and control systems to effectively implement and adhere to all provisions of this Agreement, and that Bank personnel have sufficient training and authority to execute their duties and responsibilities under this Agreement.

### ARTICLE III

#### CAPITAL PLAN

(1) Within thirty (30) days, the Board shall review, revise, and thereafter ensure Bank adherence to its three-year capital plan (“Capital Plan”). The Capital Plan shall include:

- (a) specific plans to achieve and maintain adequate capital;
- (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;

- (f) any additional capital restoration plan requirements mandated pursuant to the Bank's capital category, 12 U.S.C. § 1831o and 12 C.F.R. Part 6.
- (2) The Bank may pay a dividend or make a capital distribution only:
- (a) when the Bank is in compliance with its approved capital program and would remain in compliance with its approved Capital Plan immediately following the payment of any kind;
  - (b) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
  - (c) following the prior written determination of no supervisory objection by the Director.
- (3) Upon revision, the Bank's Capital Plan shall be submitted to the Director within ten (10) days for a prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Director, the Bank shall immediately implement and adhere to the Capital Plan. The Board shall review and update the Bank's Capital Plan on an annual basis, or more frequently if necessary. Copies of the reviews and updates shall be submitted to the Director for a prior written determination of no supervisory objection.

#### ARTICLE IV

##### INVESTMENT POLICY

- (1) Within sixty (60) days, the Board shall review and revise the Bank's investment policy, internal control processes, and management information system ("MIS") reports, implement the revised policy, and thereafter ensure Bank adherence to the policy. The policy shall contain the basic elements of a sound investment policy consistent with regulatory guidance and 12 C.F.R. Part 1 and shall include:

- (a) an investment portfolio strategy that is consistent with Board-approved Bank asset and liability management policies and credit and interest rate risk tolerances;
- (b) approval procedures that will include dollar size limits, quality limitations, maturity limitations, and concentration or diversification guidelines;
- (c) prudent investment risk diversification guidelines and concentration limits by type, originator, and issue for asset-backed securities (“ABS”), including but not limited to trust and corporate bond collateralized debt obligations (“CDOs”) and private label collateralized mortgage obligations (“CMOs”);
- (d) a requirement that investment securities be supported by adequate credit and interest rate risk measurement information;
- (e) a requirement for an independent analysis to validate any pre-purchase analysis completed by the Bank’s broker on the Bank’s purchase of ABS or similar securities;
- (f) procedures for developing a written exit strategy, should the Bank’s ABS or funding sources fail to perform as projected. The strategy shall focus on limiting exposure to earnings and capital through planned sales and repayment of debt and include the following:
  - (i) identification of potential risks;
  - (ii) identification of specific triggers that require action by the Bank;and

- (iii) planned steps to be taken to exit the Bank's ABS and related funding mechanisms;
- (g) monthly review by the Board's investment committee of the Bank's investment portfolio activity to ensure adherence to the investment policy and to applicable banking and securities laws and regulations;
- (h) a requirement for quarterly independent valuations on each ABS that include at least three (3) different sources; and
- (i) MIS reports, to include, at a minimum, the following:
  - (i) monthly reports to and approval by the Board for all investment portfolio purchases and sales, and strategy changes;
  - (ii) monthly review by the Board's investment committee of the Bank's investment portfolio activity to ensure adherence to the investment policy and to applicable banking and securities laws and regulations;
  - (iii) monthly reports that detail the securities ratings from all nationally recognized statistical rating organizations (including Moody's, Standard & Poor's, and Fitch); and
  - (iv) quarterly reports that detail valuation changes on each ABS and any identified other-than-temporary impairment.

(2) The revised investment policy and internal controls shall be approved by the Board and a copy shall be submitted to the Director within ten (10) days of Board approval for a prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Director, the Bank shall immediately implement and adhere

to the investment policy. The Board shall review and update the investment policy on an annual basis, or more frequently if necessary. Copies of the reviews and updates shall be submitted to the Director. Copies of the following Bank MIS reports shall be forwarded to the Director on a quarterly basis:

- (a) the ABS analysis performed by the Bank's broker;
- (b) report listing all securities identified as below investment grade, and any downgrades of securities by a nationally recognized statistical rating organization;
- (c) market and book values for each ABS; and
- (d) listing of sales transactions or purchases of ABS, to include copies of confirmation tickets.

(3) For the specific ABS securities on the Bank's books as of December 31, 2009, an internal review may be substituted for the independent review required under paragraph (1)(h) of this Article.

## ARTICLE V

### RECOGNITION OF OTHER-THAN-TEMPORARY IMPAIRMENT

(1) Within sixty (60) days, the Bank shall develop policies and procedures to ensure the timely recognition of other-than-temporary impairment with respect to investment securities and ongoing monitoring of such securities (both debt and equity). The Board shall approve the policy and procedures, and the policy and procedures shall be submitted to the Director within ten (10) days for a prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Director, the Bank shall immediately implement and adhere to the policy and procedures.



(2) The Bank's policy shall require a review to determine which securities have fair values that are below amortized cost and quarterly written review of those securities in order to evaluate whether a decline in the fair value is other-than-temporary. Such a review shall encompass, as applicable, the factors specified in Statement of Financial Accounting Standards No. 115, "Accounting for Certain Investments in Debt and Equity Securities" (SFAS 115), OCC Bulletin 2009-11, and other accounting guidance. The factors include:

- (a) whether fair value is significantly below amortized cost;
- (b) the period of time the decline has existed;
- (c) the Bank's intent and the ability to hold the security for a period of time sufficient to allow for any anticipated recovery in fair value;
- (d) downgrades in securities from investment grade to below investment grade or other sudden and significant downgrades;
- (e) the financial condition of the issuer;
- (f) whether the decline is attributable to adverse conditions specifically related to the issuer or to specific conditions in an industry or in a geographic area;
- (g) the reduction or elimination of dividends;
- (h) any failure to make scheduled interest or principal payments;
- (i) changes in tax laws, regulations, or other governmental policies significantly affecting the issuer; and
- (j) forecasts of economic, market or industry trends.

(3) For securities with an amortized cost below fair value that, upon review, are adversely affected by the factors listed in paragraph (2) of this Article, the Bank must provide

objective and verifiable evidence documenting why it should not use an other-than-temporary impairment classification. The objective evidence must support the conclusions that the decline in value below amortized cost is “temporary” and that the decline in value can reasonably be expected to be reversed. Objective evidence supporting “temporary” impairment may include the issuer’s financial performance (including such factors as earnings trends, dividend payments, asset quality and specific events), the financial condition and near term prospects of the issuer, and the economic conditions and prospects for the issuer’s region and industry.

(4) If the Bank determines that an impairment of a particular investment is other-than-temporary, the Bank must immediately recognize the amount of the other-than-temporary impairment, through earnings, in the period in which the impairment occurred if:

- (a) the Bank intends to sell the security;
- (b) it is more likely than not that the Bank will be required to sell the security prior to the recovery of the cost basis;
- (c) an adverse change in the amount or timing of cash flows occurs (as covered by FASB Emerging Issues Task Force (EITF) Issue No. 99-20 and its subsequent amendments); or
- (d) recovery of the entire cost basis is not expected (considering the factors in Securities and Exchange Commission (SEC) Staff Accounting Bulletin (SAB) 59.

(5) The amount of the other-than-temporary impairment recognized may be through a combination of earnings for the credit loss and other comprehensive income for any other market-related loss if:

- (a) The Bank has no intent to sell the securities; and

(b) no sale is likely to occur prior to the cost recovery.

(6) Quoted market prices shall be used to support fair value, when available. If a quoted market price is not available, the estimate of fair value shall be based on the best information available in the circumstances. Once other-than-temporary impairment has been recognized, the fair value is the new cost basis of the asset. The new cost basis is not adjusted by subsequent recoveries of value at a later date.

(7) The Bank shall retain the services of a qualified and independent person(s) or firm to conduct the reviews required by paragraphs (2) and (3) of this Article. A written report must be filed with the Board after each review. Reviews are required at least once each calendar quarter prior to the Bank filing its Consolidated Reports of Condition and Income.

(8) The Board shall evaluate the independent other-than-temporary impairment review report(s) and shall ensure immediate, adequate, and continuing remedial action, if appropriate, is taken upon all findings noted in the report(s).

(9) A copy of the reports submitted to the Board, as well as documentation of the action taken by the Bank to address the findings noted in the reports, shall be submitted to the Director.

## ARTICLE VI

### CREDIT RISK

(1) Within sixty (60) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program to reduce the high level of credit risk in the Bank. The program shall include, but not be limited to:

- (a) procedures to strengthen management of the Bank's investment portfolio and to maintain an adequate, qualified staff in this area;

- (b) procedures to strengthen credit analysis, particularly regarding the Bank's commercial credit portfolio. The procedures should require that any extension of credit (new, maturity extension, or renewal) is made only after obtaining and validating current credit information about the borrower and any guarantor and fully assessing and analyzing the borrower's and guarantor's cash flow, debt service requirements, contingent liabilities, and global liquidity condition and only after the loan officer prepares a documented credit analysis;
- (c) procedures to ensure satisfactory and perfected collateral documentation; and
- (d) procedures to ensure periodic post-funding analysis of commercial credits that includes an accurate written assessment of the borrower's continuing ability to repay debt, identification and analysis of negative financial trends, and verification of collateral support.

(2) At least quarterly, the Board shall prepare a written assessment of the Bank's credit risk, which shall evaluate the Bank's progress in implementing the aforementioned program. The Board shall submit a copy of this assessment to the Director.

(3) The Board shall ensure that Bank personnel performing credit analyses are adequately trained in cash flow analysis, including use of information from tax returns, and that processes are in place to ensure that additional training is provided as needed.

## ARTICLE VII

### CRITICIZED ASSETS

(1) The Bank shall take immediate and continuing action to protect its interest in those assets, including investment securities, criticized in the most recent Report of Examination

(“ROE”), in any subsequent ROE, by internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination.

(2) Within sixty (60) days, the Board shall review, revise, adopt, and thereafter ensure Bank adherence to a written program designed to eliminate the basis of criticism of assets criticized in the ROE, in any subsequent ROE, or by any internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination 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, along with date and source of the appraisal, 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 or securities are to be repaid from operations;
- (d) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment; and
- (e) a performance appraisal process which adequately considers account officers’ performance relative to adherence to action plans or development of revised action plans if initial time frames are not met.

(3) Upon adoption by the Board, a copy of the program shall be forwarded to the Director. Any subsequent modifications or additions to the program shall be forwarded to the Director within thirty (30) days.

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

- (a) the status of each criticized asset 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) A copy of each review shall be forwarded to the Director on a quarterly 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 ROE, 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 two hundred fifty thousand dollars (\$ 250,000), 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 VIII

### CREDIT, COLLATERAL, AND POLICY EXCEPTIONS

(1) Within thirty (30) days the Board shall obtain current and satisfactory credit and collateral information on all loans lacking such information, including those listed in the most recent ROE, in any subsequent ROE, 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.

(2) Within sixty (60) days, the Board shall develop, implement, and ensure Bank adherence to written procedures addressing credit, collateral, and policy exceptions. The procedures shall include, but not be limited to:

- (a) a determination of what types of commercial and retail credit, collateral, and policy exceptions are significant;
- (b) a requirement that loan officers identify and appropriately mitigate significant credit, collateral, and policy exceptions on written credit memorandums for both commercial and retail credits;
- (c) a system to accurately track and analyze credit, collateral, and policy exceptions that includes periodic reporting to the Board. Reports should include at a minimum:
  - (i) aggregation of all credits with credit, collateral, or policy exceptions;
  - (ii) identification of credit, collateral, and policy exceptions by type of exception, type of credit, and assigned loan officer; and

- (iii) an analysis of the appropriateness of the levels and types of exceptions; and
- (d) procedures that require periodic review and updating as needed.

## ARTICLE IX

### INTERNAL LOAN REVIEW

(1) Within forty-five (45) days the Board shall employ or designate a sufficiently experienced and qualified person(s) or firm to ensure the timely and independent identification of problem loans and leases.

(2) Within sixty (60) days, the Board 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 system shall provide for a written report to be filed with the Board promptly after each review and shall use a loan and lease grading system consistent with the guidelines set forth in the "Rating Credit Risk" and "Allowance for Loan and Lease Losses" booklets of the Comptroller's Handbook. Such reports shall include, at a minimum, conclusions regarding:

- (a) the overall quality of the loan and lease portfolios;
- (b) the identification, type, rating, and amount of problem loans and leases;
- (c) the identification and amount of delinquent loans and leases;
- (d) loans with credit, collateral, or policy exceptions, or loans and leases not in conformance with the Bank's lending policies;
- (e) the identification and status of credit-related violations of law, rule or regulation;



- (f) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (b) through (e) of this Article;
- (g) concentrations of credit; and
- (h) loans and leases to executive officers, directors, principal shareholders of the Bank and to and their related interests.

(3) The Board shall evaluate the loan review reports and shall ensure that immediate, adequate, and continuing remedial action, if appropriate, is taken upon all findings noted in the reports. A copy of the reports submitted to the Board, as well as documentation of the action taken by the Bank to collect or strengthen assets identified as problem credits, shall be submitted to the Director.

## ARTICLE X

### LIQUIDITY AND CONTINGENCY FUNDING PLAN

(1) Within sixty (60) days the Board shall review, revise, and thereafter ensure Bank adherence to a contingency funding plan that enables the Bank to maintain adequate sources of liquidity in relation to the Bank's needs. The contingency funding plan should be enhanced to include, but not necessarily be limited to, the following:

- (a) additional stress scenarios based on potential changes in the Bank's PCA capital category;
- (b) identification and adequacy of additional contingency lines of credit;
- (c) realistic assumptions regarding asset pledging and sales; and
- (d) identification of additional sources of liquidity including capital injections.

(2) The Board shall review the Bank's contingency funding plan on at least a quarterly basis and take actions, if necessary, to ensure adequate sources of liquidity in relation

to the Bank's needs. The Board shall require, at a minimum, quarterly testing of the plan to include:

- (a) verifying the continuing availability of present funding sources; and
- (b) identifying, if necessary, assets required and available for pledging.

(3) Notwithstanding paragraphs 1 and 2 of this Article, the Bank shall not exceed the level of brokered deposits as of December 31, 2009, as measured by the Bank's ratio of total brokered deposits to total liabilities, without obtaining a prior written determination of no supervisory objection from the Director. "Brokered deposits" shall have the meaning set forth in 12 C.F.R. § 337.6(a)(2). The limitation of this paragraph shall include the acquisition of brokered deposits through any transfer, purchase, or sale of assets, including federal fund transactions.

(4) The Board shall review monthly liquidity reports that set forth liquidity requirements and sources and update the status of the Bank's contingency funding plan. Monthly reports also should include forward-looking liquidity risk monitoring.

## ARTICLE XI

### ADMINISTRATIVE APPEALS AND EXTENSIONS OF TIME

(1) If the Bank requires an extension of any timeframe within this Agreement, the Board shall submit a written request to the Director asking for relief. Any written requests submitted pursuant to this Article shall include a statement setting forth in detail the special circumstances that require an extension of a timeframe within this Agreement.

(2) All such requests shall be accompanied by relevant supporting documentation, and any other facts upon which the Bank relies. The Director's decision concerning a request is final and not subject to further review.

## ARTICLE XII

### OTHER PROVISIONS

(1) Although the Board is by this Agreement required to submit certain proposed actions and programs for the review or prior written determination of no supervisory objection of the Director, 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 limitations may be extended in writing by the Director for good cause upon written application by the Board.

(4) The provisions of this Agreement are effective upon issuance of this Agreement by the Comptroller, through his authorized representative whose hand appears below, and shall remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Agreement shall have been amended, suspended, 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.

*signed*  
\_\_\_\_\_  
Henry Fleming  
Director for Special Supervision  
Office of the Comptroller of the Currency

1/7/10  
\_\_\_\_\_  
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.

*signed*  
\_\_\_\_\_  
Dennis A. Huffman

1-7-2010  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Richard Lawrence

1-7-2010  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Andy LeGrand

1-7-2010  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Julia P. Mobley

1-7-2010  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Helen B. Mobley

1-7-2010  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
David Orr

1-7-2010  
\_\_\_\_\_  
Date

*signed*  
\_\_\_\_\_  
Ray Starkey

1-7-2010  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary W. Treadway

\_\_\_\_\_  
Date