

AGREEMENT BY AND BETWEEN
First National Bank
Camdenton, Missouri
and
The Comptroller of the Currency

First National Bank, Camdenton, Missouri (“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.

As a result of an examination conducted as of June 30, 2010, the Comptroller has determined that the Bank has engaged in unsafe or unsound banking practices relating to its Board and management oversight, credit risk management and asset quality.

In consideration of the above premises, it is agreed, between the Bank, by and through its 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. § 1831(i).

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

(5) This Agreement shall cause the Bank not to be designated as an “eligible bank” for purposes of 12 C.F.R. § 5.3(g), unless otherwise informed in writing by the Comptroller.

(6) This Agreement shall not be construed to be a “written agreement, order, or capital directive” within the meaning of 12 C.F.R. § 6.4.

Article II

COMPLIANCE COMMITTEE

(1) Within ten (10) days, 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 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 quarterly.

(3) Beginning on December 31, 2010, and quarterly thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

- (a) a description of the actions 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) 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:

Karen W. Swingler
Assistant Deputy Comptroller
Kansas City South Field Office
1027 South Main Street, Suite 405
Joplin, Missouri 64801

(6) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the policies, procedures and programs required by this Agreement.

Article III

CAPITAL AND STRATEGIC PLAN

(1) Effective immediately, the Bank shall only declare dividends:

~~_____ (a) when the Bank is in compliance with Paragraph (3), Subparagraphs (c) (g)~~
~~_____ of this Article;~~

~~_____ (b) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and~~

- (a) when the Bank complies with the following:
 - (i) the Bank is in compliance with Paragraph (3), Subparagraphs (c) through (g) of this Article;
 - (ii) the Bank is in compliance with 12 U.S.C. §§ 56 and 60;
 - (iii) the Bank's Tier 1 capital is above fifteen percent (15%) of its adjusted total assets as reported in its most recent Consolidated Report of Condition and Income;
 - (iv) the proposed payment is limited to an amount that:
 - (A) is needed to cover the quarterly estimated shareholder Federal and state income taxes associated with the projected fiscal (9/30) taxable year end allocation of Bank taxable income;
 - (B) is less than or equal to forty percent (40%) of the Bank's projected fiscal year end taxable income when combined with the prior amounts distributed for such fiscal year; and
 - (C) will not cause the Bank's Tier 1 capital to drop below fifteen percent (15%) of its adjusted total assets, as defined in 12 C.F.R. Part 3; and
 - (v) the Board provides documentation to the Assistant Deputy Comptroller fifteen (15) days in advance of the proposed payment

that is reviewed and approved by the Board and that demonstrates compliance with Subparagraph (c)(iv) above.

(2) Within ninety (90) days, the Board shall develop and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection a written capital and strategic plan that covers at least the next three (3) years (hereafter the Bank's "Three-Year Plan"), complete with specific time frames that incorporate the capital, strategic and other requirements of this Article.

(3) The Bank's Three-Year Plan shall establish objectives and projections for the Bank's overall risk profile, earnings performance, growth expectations, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, product line development and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives, that are specific, measurable, and verifiable. At a minimum, the Bank's Three-Year Plan shall address or include:

- (a) an assessment of the Bank's present and future operating environment;
- (b) a mission statement that forms the framework for the establishment of strategic goals and objectives;
- (c) specific plans for the maintenance of adequate capital as required by the OCC and sufficient to be well capitalized under 12 C.F.R. Part 6;
- (d) the primary source(s), especially those that are not credit sensitive, from which the Bank will maintain a capital structure sufficient to meet the Bank's needs;

- (e) contingency plans that identify alternative capital sources should the primary source(s) under subparagraph (d) not be available;
- (f) specific risk triggers that prompt Board and management actions, including but not limited to, the injection of capital;
- (g) a dividend policy that only permits the declaration of a dividend in accordance with Paragraph (1) of this Article;
- (h) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the next three (3) years;
- (i) actions to monitor and control concentrations of credit, and reduce significant concentrations should they arise;
- (j) the identification of present and future product line development (assets and liabilities) and market segments that the Bank intends to develop or promote;
- (k) specific plans to establish responsibilities and accountability for the strategic planning process, new products, proposed changes in the Bank's operating environment, reduction of problem assets, Bank-wide consistent application of policies and procedures, and the maintenance of adequate liquidity;
- (l) a comprehensive risk management program which, at a minimum shall include:

- (i) mechanisms by which management and the Board can identify, monitor and assess the severity of all major risk areas facing the Bank;
 - (ii) well defined, quantifiable goals and objectives intended to address all major risks facing the Bank, including but not limited to those risks related to asset quality, earnings, and maintenance of adequate capital; and
 - (iii) specific benchmarks that would prompt management and the Board to take action should risk exposure change;
- (m) an assessment of whether the Bank has sufficient staff, both in terms of numbers and expertise, to fulfill the requirements of this Article and the Bank's Three-Year Plan; and
- (n) the assignment of responsibilities, a timetable for the accomplishment of all actions, and a system to monitor progress towards completing the requirements of the Three-Year Plan, as well as variances from said objectives.

(4) Upon receiving a prior written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to its Three-Year Plan.

Article IV

MANAGEMENT AND BOARD SUPERVISION OF THE LENDING AREA

(1) Within thirty (30) days, the Board shall prepare and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a written program designed to ensure appropriate oversight and control of the lending area. The program shall contain, at a minimum, provisions relating to the following:

- (a) the maintenance of a centralized loan committee, with the establishment of required amounts for committee approval by loan type and lending officer;
- (b) the establishment of clear lines of responsibility and authority for the Senior Loan Officer;
- (c) the appointment of a Senior Loan Officer who shall have the available time, authority and expertise to:
 - (i) address credit administration weaknesses discussed in this Agreement and in the Report of Examination for the examination conducted as of June 30, 2010 (“ROE”);
 - (ii) enforce Bank lending policy and to hold loan officers accountable for compliance with the Bank lending policy;
 - (iii) ensure key credit systems and controls are in place;
 - (iv) provide input to senior management and the Board on the structure of new and renewed credits; and
 - (v) take necessary action to maintain satisfactory credit risk management systems.

(2) By the next regularly scheduled Board meeting subsequent to the receipt of the Assistant Deputy Comptroller's non-objection to the program developed pursuant to this Article (and in no event more than thirty days from such non-objection), the Board shall adopt, implement, and thereafter ensure adherence to the terms of the program.

Article V

CREDIT UNDERWRITING AND ADMINISTRATION

(1) Effective as of the date of this Agreement, the Board shall ensure that all lending officers comply with all laws, rules, regulations, Bank policies and procedures, safe and sound banking practices, and fiduciary duties.

(2) Within sixty (60) days, the Board shall prepare and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection a program which shall ensure the Bank's compliance with Paragraphs (3)-(7) of this Article.

(3) The Bank may not grant, extend, renew, alter or restructure any loan or other extension of credit equal to or exceeding two hundred fifty thousand dollars (\$250,000), without:

- (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 current and satisfactory credit information, including performing and documenting analysis of credit information and a detailed global cash flow analysis of all expected repayment sources that

incorporates direct and indirect obligations, contingent liabilities and personal expenses;

- (e) determining and documenting whether the loan complies with the Bank's Loan Policy, and if it does not comply, providing identification of the exception and ample justification to support waiving the policy exception;
- (f) providing an accurate risk assessment grade and proper accrual status for each credit as further described in Article VI;
- (g) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable; and
- (h) obtaining the written approval of the Bank's Loan Committee or Board.

(4) The Board shall ensure that policies and procedures are created and implemented to ensure that loan officers periodically (at least annually or more frequently if necessary given the circumstances of the particular credit relationship) perform reviews that meet the requirements of Paragraph (3) of this Article, for all credit relationships totaling two hundred fifty thousand dollars (\$250,000) or more.

(5) The Board shall ensure that policies and procedures are created and implemented to ensure that loan officers implement prudent repayment structures for all credits;

(6) The Board shall ensure that loan officers follow the Bank's loan policy regarding the structure of real estate loans;

(7) Loan officers shall draft credit memoranda to document the completion of the requirements of the program adopted pursuant to this Article.

(8) The Board shall ensure that appropriate policies and procedures are in place to hold loan officers accountable for the requirements of this Article.

(9) The Board shall take the necessary steps to ensure that current and satisfactory credit and proper collateral information is maintained on all loans. Within thirty (30) days of notification, the Board shall ensure that the Bank obtains any missing credit or collateral information described in the ROE, in any internal or external loan review, or in any listing of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination.

(10) Upon receiving a prior written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to the program, policies and procedures required by this Article.

Article VI

CREDIT RISK RATINGS AND NONACCRUAL RECOGNITION

(1) Within ninety (90) days, the Board shall develop 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. At a minimum, the program should include 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 borrower financial information and facts and existing repayment terms, and that is consistent with the guidelines set forth in the "Rating Credit Risk" booklet of the Comptroller's Handbook;

- (b) the Bank's loans and other assets are timely placed on nonaccrual by the lending officers in accordance with the guidelines set forth in the instructions to the Consolidated Report of Condition ("Call Report");
- (c) loan officers verify the liquidity of borrowers and guarantors if the primary source of repayment is insufficient;
- (d) the Bank employ appropriate means to ensure timely receipt of annual cash flow information, especially in the case of borrowers that extend tax returns beyond the April filing date;
- (e) the Chief Executive Officer, Senior Loan Officer, members of the approving loan committees, loan officers and all credit administration staff receive training with respect to the application of subparagraphs (a) through (d) of this Article;
- (f) the loan policy be expanded to require sufficient documentation to properly risk rate all commercial relationships;
- (g) loan officers, members of the approving loan committees, and senior management are held accountable for failing to appropriately and timely risk rate and/or place loans on nonaccrual; and
- (h) loan officer failure to properly risk rate and/or place loans on nonaccrual is factored into periodic performance reviews and compensation.

(2) After the Board has developed the program required by this Article, the Board shall immediately implement and thereafter ensure adherence to its terms.

Article VII

EXTERNAL LOAN REVIEW

(1) Within thirty (30) days, the Board shall employ a qualified consultant to perform semiannual asset quality reviews of the Bank's loan portfolio. The external loan review system shall provide for a written report to be filed with the Board after each review, shall address relevant issues discussed in OCC Bulletin 2006-47, and shall use a loan and lease grading system consistent with the guidelines set forth in the "Rating Credit Risk" booklet of the Comptroller's Handbook. Such reports shall, at a minimum, include comments and conclusions regarding:

- (a) the identification, type, rating, and amount of problem loans and leases;
- (b) the identification and amount of delinquent and nonaccrual loans;
- (c) the identification/status of credit related violations of law or regulation;
- (d) loans not in conformance with the Bank's lending policies;
- (e) credit underwriting and documentation exceptions;
- (f) credit analysis and documentation of such;
- (g) accuracy of internal risk ratings;
- (h) overall credit administration practices; and
- (i) completeness and effectiveness of problem loan workout plans.

(2) Prior to appointing or employing any individual as loan review consultant or entering into any contract with any consultant, the Board shall assess the qualifications of said consultant, and after making a positive determination, shall submit the name and qualifications of the proposed consultant and the proposed scope and terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. After the

OCC has advised the Bank that it does not take supervisory objection to the loan review consultant or the scope of the review, the Board shall immediately engage the loan review consultant pursuant to the proposed terms of the engagement.

(3) The Board or a designated committee shall review the independent loan review reports and ensure that, if appropriate, immediate, adequate, and continuing remedial action, is taken upon the findings noted in the reports.

(4) The Bank shall not terminate the consultant's asset quality review services without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

Article VIII

APPRAISAL AND EVALUATION PROCESS

(1) Within ninety (90) days, the Board shall revise its loan policy to include a written program of policies and procedures designed to ensure the Bank obtains appraisals in compliance with USPAP, 12 C.F.R. Part 34, Advisory Letter No. 2003-9, and OCC Bulletin 2005-6. The written program should include, at a minimum:

- (a) requirements that the Bank obtain updated appraisals or evaluations in compliance with 12 C.F.R. § 34.43;
- (b) the required use of a standard appraisal form for ordering all appraisals;
- (c) the ordering of appraisals to be independent of the lending function;
- (d) the use of Board approved appraisers only;

- (e) expectations regarding the selection of comparable sales, and when income or cost analysis should be used for income producing properties;
- (f) the establishment and implementation of a policy requiring a meaningful review, independent of the lender, of all appraisals to include analysis commensurate with the type, size and complexity of the property being appraised;
- (g) reviews of real estate appraisals to include narrative support for the Bank's determination that an appraisal is acceptable;
- (h) the establishment of a tickler system for tracking appraisals ordered, received, returned, and reviewed; and
- (i) the establishment of a system to hold loan officers accountable for the requirements of this Article.

(2) The Board shall ensure that all Bank personnel whose responsibilities are affected by the program adopted pursuant to Paragraph (1) of this Article receive the training necessary to perform their required duties.

(3) After the Board has developed the program required by this Article, the Board shall immediately implement and thereafter ensure adherence to its terms.

Article IX

PROBLEM LOAN MANAGEMENT

(1) Effective as of the date of this Agreement, the Board shall take immediate and continuing action to protect its interest in those assets criticized in the ROE, in any subsequent

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

(2) Within sixty (60) days, the Board shall develop written procedures for the quarterly submission and review of Problem Asset Reports (“PARs” or “PAR”) for all criticized and classified credit relationships totaling two hundred fifty thousand dollars (\$250,000) or more. PARs shall contain, at a minimum, analysis and documentation of the following:

- (a) an identification of the expected sources of repayment and an analysis of their adequacy;
- (b) the appraised value of supporting collateral and the position of the Bank’s lien on such collateral, where applicable, as well as other necessary documentation to support the collateral valuation;
- (c) an analysis of current and satisfactory credit information, including a cash flow analysis where loans are to be repaid from operations;
- (d) an assessment of the borrower’s global cash flow;
- (e) an assessment of any guarantor’s global cash flow;
- (f) the current accrual status and the appropriateness of the current accrual status,
- (g) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment;
- (h) the identification of prior charge-offs or date of nonaccrual identification, if applicable;
- (i) the terms of any forbearance or restructure agreements, if applicable;

- (j) a summary of relevant communications with the borrower, including an assessment of these communications as they relate to collectability or the borrower's willingness to cooperate with the Bank;
- (k) trigger dates for positive borrower actions or for loan officers to reassess the strategy, enact collection plans, and make appropriate downgrades or place the loan on nonaccrual;
- (l) a determination of whether the loan is impaired and the amount of the impairment, consistent with Accounting Standards Codification 310-10 (formerly known as FASB Statement of Financial Accounting Standards No. 114);
- (m) for criticized relationships of two hundred fifty thousand dollars (\$250,000) or above that were made for the purpose of constructing or developing commercial real estate, the PARs shall also include:
 - (i) the initial scheduled maturity date of the loan, number of extensions and/or renewals, and current maturity date;
 - (ii) project development status;
 - (iii) a comparison of development costs to the budgeted amount;
 - (iv) a comparison of sales activity to the original sales projections;
 - (v) amount of initial interest reserve and the amount of any subsequent additions to the reserve; and
 - (vi) any other significant information relating to the project;
- (n) an evaluation of the progress made in the last quarter.

(3) A copy of each PAR prepared along with any Board comments regarding the effectiveness of the effort to eliminate the weaknesses in each credit shall be available for the inspection of the OCC's National Bank Examiners within thirty (30) days after the end of each calendar quarter.

(4) Effective as of the date of this Agreement, the Bank may not 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 subsequent internal or external loan review or in any subsequent list provided to management by the National Bank Examiners during any examination and whose aggregate loans or other extensions of credit equal or exceed two hundred fifty thousand dollars (\$250,000), unless each of the following conditions is met:

- (a) the Board or a designated committee thereof 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 Board or a designated committee thereof approves the credit extension and documents in writing, the reasons that such extension is necessary to promote the best interests of the Bank; and
- (b) the Board's formal plan to collect or strengthen the criticized asset will not be compromised by the extension of credit.

Article X

OTHER REAL ESTATE OWNED

(1) Within sixty (60) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a program to ensure that Other Real Estate Owned (“OREO”) is managed in accordance with 12 U.S.C. § 29 and 12 C.F.R. Part 34 and the “Other Real Estate Owned” booklet of the Comptroller’s Handbook. The program shall, at a minimum, address:

- (a) clear and centralized responsibility and authority for OREO properties;
- (b) accounting procedures for OREO properties in accordance with Generally Accepted Accounting Principles and the instructions to the Consolidated Report of Condition;
- (c) procedures to require timely appraisals pursuant to 12 C.F.R. § 34.85 and 12 C.F.R. Part 34, Subpart C;
- (d) diligent sales efforts;
- (e) the creation of a file for each OREO property containing at a minimum all the information addressed in this Article;
- (f) reporting systems; and
- (g) the preparation of quarterly action plans that provide the Board with the status of each OREO property and that:
 - (i) identify the Bank officer(s) responsible for managing and authorizing transactions relating to the OREO properties;
 - (ii) contain an analysis of each OREO property which compares the cost to carry against the financial benefits of near-term sale;
 - (iii) detail the marketing strategies for each parcel;

- (iv) identify targeted time frames for disposing of each parcel of OREO;
- (v) establish targeted write-downs at periodic intervals if marketing strategies are unsuccessful; and
- (vi) establish procedures to require periodic market valuations of each property, and the methodology to be used.

(2) Upon adoption, the Board shall submit a copy of the program to the Assistant Deputy Comptroller for review.

Article XI

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days of this Agreement, the Board shall revise, adopt, implement, and thereafter ensure adherence to written policies and procedures for maintaining an appropriate Allowance for Loan and Lease Losses (“Allowance”) in accordance with Generally Accepted Accounting Principles. The Allowance 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 July 20, 2001 (OCC Bulletin 2001-37), and shall at a minimum include:

- (a) procedures for determining whether a loan is impaired and measuring the amount of impairment, consistent with Accounting Standards Codification

310-10 (formerly known as FASB Statement of Financial Accounting Standards No. 114);

- (b) procedures for segmenting the loan portfolio and estimating loss on groups of loans, consistent with Accounting Standards Codification 310-10 and 450-20 (formerly known as FASB Statement of Financial Accounting Standards No. 5, Accounting for Contingencies);
- (c) procedures for validating the Allowance methodology; and
- (d) procedures to ensure that the estimation of credit losses considers the relevant qualitative and environmental factors, with particular focus on the following:
 - (i) trends in the Bank's internal risk ratings, delinquent and nonaccrual loans;
 - (ii) results of the Bank's external loan review;
 - (iii) concentrations of credit in the Bank;
 - (iv) present and prospective economic conditions; and
 - (v) applicable experience of the Bank's lending staff.

(2) The program shall provide for a process for summarizing and documenting, for the Board's review and approval, the amount to be reported in Call Reports for the Allowance. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Call Report, 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) Upon adoption, a copy of the written policy shall be forwarded to the Assistant Deputy Comptroller for review.

Article XII

INTEREST RATE RISK POLICY

(1) Within sixty (60) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written interest rate risk policy. In formulating this policy, the Board shall refer to the “Interest Rate Risk” booklet of the Comptroller’s Handbook. The policy shall provide for a coordinated interest rate risk strategy and, at a minimum, address:

- (a) the establishment of adequate management reports on which to base sound interest rate risk management decisions;
- (b) establishment and guidance of the Board’s strategic direction and tolerance for interest rate risk;
- (c) implementation of effective tools to measure and monitor the Bank’s performance and overall interest rate risk profile;
- (d) appointment of competent personnel and the establishment of clear lines of responsibility and authority to manage interest rate risk;
- (e) prudent limits on the nature and amount of interest rate risk that can be taken; and
- (f) periodic reviews to ensure adherence to the policy.

(2) Upon adoption, a copy of the written policy shall be forwarded to the Assistant Deputy Comptroller for review.

Article XIII

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 noncompliance with such actions in a timely and appropriate manner; and
- (d) require corrective action be taken in a timely manner for any noncompliance 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 her hand on behalf of the Comptroller.

/s/

12/20/2010

Karen W. Swingler
Assistant Deputy Comptroller
Kansas City South Field Office

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/ _____ John F. Blair	12/20/2010 _____ Date
/s/ _____ Ronald K. Carpenter	12/20/2010 _____ Date
/s/ _____ Jerry M. Edison	12/20/2010 _____ Date
/s/ _____ Paula Beth Esther	12/20/2010 _____ Date
/s/ _____ William J. Ezard	12/20/2010 _____ Date
/s/ _____ Richard Goins	12/20/2010 _____ Date
/s/ _____ Chris Leslie	12/20/2010 _____ Date
/s/ _____ John T. McCrory	12/20/2010 _____ Date
/s/ _____ Philip Morgan	12/20/2010 _____ Date
/s/ _____ Garrett Moulder	12/20/2010 _____ Date
/s/ _____ K. Clayton Rogers	12/20/2010 _____ Date