

AGREEMENT BY AND BETWEEN
The Kishacoquillas Valley National Bank of Belleville
Belleville, PA
and
The Comptroller of the Currency

The Kishacoquillas Valley National Bank of Belleville, Belleville, PA (“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 Board oversight, risk identification, problem loan management and information technology governance, as identified in the Comptroller’s Report of Examination dated November 2, 2009.

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 without admitting or denying the Comptroller’s findings, 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) This Agreement shall cause the Bank to be designated as in “troubled condition,” as set forth in 12 C.F.R. § 5.51(c)(6), unless otherwise informed in writing by the Comptroller. In addition, 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) 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:

James M. Calhoun
Assistant Deputy Comptroller
Pittsburgh Field Office
4075 Monroeville Boulevard, Suite 300
Monroeville, PA 15146

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within fifteen (15) days of the date of this Agreement, the Board shall appoint a Compliance Committee of at least four (4) 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 monthly.
- (3) By April 1, 2011, and monthly 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.

ARTICLE III

BOARD OVERSIGHT

- (1) Within sixty (60) days, the Compliance Committee shall complete a review of Board supervision presently being provided to the Bank. The findings and recommendations of the Compliance Committee shall be set forth in a written report to the Board. At a minimum, the report shall consider:
 - (a) an assessment of the Board committees to ensure members are knowledgeable of areas delegated to the respective committees;
 - (b) an assessment of whether Board members are receiving timely and adequate information on the condition, risks and operations of the Bank to enable them to fulfill their fiduciary responsibilities and other responsibilities under law;

- (c) an assessment of Board processes in place to respond to the findings of control functions, such as internal audit, loan review and compliance, and to determine appropriate corrective actions, assignment of management responsibilities, tracking progress, and enforcing accountability; and
- (d) recommendations to correct or eliminate any other deficiencies in the supervision or organization structure of the Bank.

(2) Within sixty (60) days after completion of the review required by paragraph (1), the Board shall develop, adopt and thereafter ensure Bank implementation and adherence to a written plan, with specific time frames, that will correct any deficiencies identified above.

(3) Copies of the Board's written plan shall be forwarded to the Assistant Deputy Comptroller. The Assistant Deputy Comptroller shall retain the right to determine the adequacy of the report and its compliance with the terms of this Agreement. In the event the written plan, or any portion thereof, is not implemented, the Board shall promptly advise the Assistant Deputy Comptroller, in writing, of specific reasons for deviating from the plan.

ARTICLE IV

BOARD TO ENSURE COMPETENT MANAGEMENT

(1) Within sixty(60) days, the Compliance Committee shall complete a review of current management, including the Bank's management, structure and its staffing requirements in light of the Bank's present condition. The findings and recommendations of the Compliance Committee shall be set forth in a written report to the Board. The Compliance Committee shall assess the management team's capacity to carry out the Board's policies, ensure compliance with this Agreement, applicable laws, rules and regulations, and manage the day-to-day operations

and strategic initiatives of the Bank in a safe and sound manner. At a minimum, the report shall consider:

- (a) identification of present and future management and staffing requirements of each area of the Bank, with particular emphasis on the commercial lending, problem loan workout and information technology areas;
- (b) an evaluation of the adequacy of current lines of authority, reporting responsibilities and delegation of duties for all officers, including identification of any overlapping duties or responsibilities;
- (c) objectives by which management's effectiveness will be measured; and
- (d) recommendations as to whether management or staffing changes should be made, including the need for additions to or deletions from the current management team.

(2) Within forty-five (45) days after completion of the review required by Paragraph (1), the Board shall develop, adopt and thereafter ensure Bank implementation and adherence to a written plan, with specific time frames, that will correct any deficiencies identified above.

(3) Copies of the Board's written plan shall be forwarded to the Assistant Deputy Comptroller. The Assistant Deputy Comptroller shall retain the right to determine the adequacy of the report and its compliance with the terms of this Agreement. In the event the written plan, or any portion thereof, is not implemented, the Board shall promptly advise the Assistant Deputy Comptroller, in writing, of specific reasons for deviating from the plan.

(4) If a position mentioned in Paragraph (1) of this Article is vacant now or in the future, including if the Board realigns an existing officer's responsibilities and a position mentioned in Paragraph (1) of this Article becomes vacant, the Board shall within ninety (90)

days of such vacancy appoint a capable person to the vacant position who shall be vested with sufficient executive authority to ensure the Bank's compliance with this Agreement and the safe and sound operation of functions within the scope of that position's responsibility.

(5) Prior to the appointment of any individual to an executive officer position, the Board shall submit to the Assistant Deputy Comptroller the following information:

- (a) the information sought in the "Changes in Directors and Senior Executive Officers" and "Background Investigations" booklets of the Comptroller's Licensing Manual, together with a legible fingerprint card for the proposed individual;
- (b) a written statement of the Board's reasons for selecting the proposed officer; and
- (c) a written description of the proposed officer's duties and responsibilities.

(6) The Assistant Deputy Comptroller shall have the power to disapprove the appointment of the proposed new officer. However, the lack of disapproval of such individual shall not constitute an approval or endorsement of the proposed officer.

(7) The requirement to submit information and the prior disapproval provisions of this Article are based on the authority of 12 U.S.C. § 1818(b)(6)(E) and do not require the Comptroller to complete his/her review and act on any such information or authority within ninety (90) days.

ARTICLE V

CREDIT RISK IDENTIFICATION, MEASUREMENT AND REPORTING

Within ninety (90) days, the Board shall require the Bank to take the following actions to improve risk identification, measurement and reporting processes:

(1) Establish and enforce a process to ensure that management and the credit staff are held accountable for accurate and timely recognition of risk in accordance with regulatory definitions and bank policy. At a minimum, the Board shall require the Bank to:

- (a) assign clear responsibilities and full accountability for the risk rating process;
- (b) establish appropriate tolerance levels for rating inaccuracy; and
- (c) measure performance based on the validation of ratings through an independent third party review.

(2) Require appropriate subject matter training for members of the Board and the credit management team who have responsibility for risk rating or oversight of the risk rating process.

(3) Establish and monitor proper controls surrounding the loan review function.

These controls must include, at a minimum:

- (a) board established procedures for resolving rating differences between management and loan review;

- (b) board approved scope of review, including a sufficient sampling of commercial loans to provide an accurate assessment of management and the lending staff's risk identification, measurement and reporting; and
- (c) reports to the Board or the Audit Committee provided in person by a representative from the independent Loan Review provider.

(4) The Bank shall continue to engage an independent loan review firm to validate the risk rating accuracy, overall risk measurement and reporting practices; the quality of credit administration practices and that a satisfactory training program is in place for all applicable credit personnel.

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

ARTICLE VI

PROBLEM LOAN MANAGEMENT

(1) Within ninety (90) days, the Board shall require the Bank to improve the problem loan management program governing criticized and classified loans in an effort to protect its interest in those assets criticized in the November 2, 2009, Report of Examination that are still rated as criticized assets, by external loan review or in any list provided to management by the National Bank Examiners during any subsequent examination.

(2) The Board shall approve a Bank program requiring the Bank to design, implement and thereafter ensure adherence to an effective problem loan management program designed to eliminate the basis of criticism of those assets identified as criticized by the Bank's internal risk

rating process, the National Bank Examiners during any examination or by external loan review.

The program must include, at a minimum:

- (a) an assessment of the capabilities of credit leadership to effectively implement the approved program and reduce the volume of criticized and classified loans. The assessment needs to include a determination of the support staff or outside expertise necessary to assist credit leadership in the problem loan management process;
- (b) policy guidelines for the administration of the problem loan management process. Guidelines must address items including:
 - (i) thresholds to determine the level of oversight (i.e. written action plans, Board reporting, customer contact) for each problem loan;
 - (ii) standards for the content of written action plans;
 - (iii) loan officer responsibilities; and
 - (iv) reporting requirements (i.e. tracking reports, status or progress reports, trending reports)
- (c) written action plans for loan exposures exceeding \$250 thousand that include, at a minimum:
 - (i) a summary of the loan exposure, collateral, and guarantors;
 - (ii) the risk rating and support for the rating (i.e. primary reasons for classification and determination of accrual status);
 - (iii) a brief synopsis of the financial condition of the borrower and guarantor, if applicable;

- (iv) a determination as to whether or not the loan qualifies as a Troubled Debt Restructuring based on recent actions;
 - (v) comments to address the appropriateness of any charge-off amounts or specific allocations consistent with accounting standard ASC 310-10, *Receivables – Allowance for Credit Losses*;
 - (vi) a detailed plan to address the primary concerns, including borrower contact and collateral valuations; and
 - (vii) due dates and timeframes for follow-up.
- (d) regular reports to the Board or designated Board committee. The frequency of reporting should be based on the risk posed by the individual or collective borrowers, on at least a quarterly basis; and
 - (e) validation of credit leadership’s effectiveness in implementing the program by the independent review of your external loan review function.
- (3) The Board shall ensure that the Problem Loan Management program receives staffing and funding support necessary to maintain effective processes.

ARTICLE VII

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within ninety (90) days, the Board shall require the Bank to review the adequacy of the Allowance for Loan and Lease Losses (“Allowance”) and shall adopt a program for the maintenance of an adequate Allowance. This review and program shall be designed in light of the comments on maintaining a proper Allowance found in OCC Bulletin 2006-47, “Interagency Policy Statement on the Allowance for Loan and Lease Losses”, and shall focus particular attention on the following factors:

- (a) timely and accurate recognition of risk measurement in the Bank's loan portfolio;
- (b) an estimate of inherent loss exposure for groups of loans with similar risk characteristics;
- (c) realistic and logical loan loss calculations based on the inherent risk for the pool;
- (d) qualitative factors that are representative of the increased risk that is not captured in the historical loss calculation; and
- (e) specific allocations that are determined and calculated consistent with the guidance. Loans that are identified as "impaired" must meet the criteria outlined in OCC Bulletin 2006-47.

(2) The program shall provide for a review of the Allowance by the Board at least once each calendar quarter. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, 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) A copy of the Board's program 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 implement and adhere to the program.

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

ARTICLE VIII

CREDIT ADMINISTRATION – LOAN DOCUMENTATION

(1) The Board shall, within ninety (90) days, require the Bank to develop, implement, and thereafter ensure adherence to a written program to improve the Bank's loan documentation review and tracking process. This program shall incorporate, but not necessarily be limited to, the following:

- (a) an effective post-closing review process that is independent of the loan officers;
- (b) development of procedures including checklists specific to loan type to ensure all required credit documentation will be obtained on each borrower and to ensure the loan was closed in accordance with approved terms and conditions;
- (c) development of procedures to ensure all missing information is tracked using a tickler system;
- (d) development of a process to hold loan officers accountable for obtaining missing information within a reasonable time period;
- (e) periodic reporting to the Board or appropriate Board committee.

(2) Upon completion, a copy of the program shall be forwarded to the Assistant Deputy Comptroller.

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

ARTICLE IX

GOVERNANCE OF INFORMATION TECHNOLOGY

(1) The Board shall require the Bank to promptly take all reasonable steps necessary to improve the Management of the Bank's Information Technology ("IT") activities and to correct each deficiency cited in the November 2, 2009, Report of Exam and any future written supervisory communication.

(2) Within one hundred twenty (120) days, the Board and management shall receive training designed to ensure that they have the requisite knowledge to appropriately identify, measure, monitor, and control technology risks relevant to their responsibilities.

(3) Within sixty (60) days, the Board shall require the Bank to complete, implement, and thereafter adhere to a written program to oversee and manage risks associated with outsourcing technology services to third party servicers, including technology service providers and vendors. This third party management program shall be consistent with OCC Bulletin 2001-47, "Third Party Relationships" and OCC Advisory Letter 2000-12, "Risk Management of Outsourcing Technology Services." At a minimum, the program should include:

- (a) designation of responsibility and accountability for the vendor management program to a person with the necessary expertise;

- (b) identification of mission critical vendors and a reasonable analysis of their financial condition at the inception of the engagement and on an ongoing basis; and
- (c) the review and testing of critical third-party business continuity plans to ensure that they are compatible with the Bank's business continuity plans and that services can be restored within acceptable timeframes if such an event occurs.

(4) Within sixty (60) days, the Board shall require the Bank to complete, implement, and thereafter ensure adherence to a comprehensive, documented, corporate-wide, risk assessment process concerning the Bank's information technology program. The assessment shall incorporate, but not necessarily be limited to, the following:

- (a) a survey of the Bank's IT operations environment and the inventory of technology resources to identify threats and vulnerabilities to IT operations;
- (b) the identification of reasonably foreseeable internal and external threats that could result in unauthorized disclosure, misuse, alteration, or destruction of customer information or customer information systems;
- (c) an assessment of the likelihood and potential damage of these threats, taking into consideration the sensitivity of customer information;
- (d) identification of the financial consequences of a threat both prior to mitigation and after the control is in place;
- (e) an assessment of the importance and criticality of the data that may be impacted;

(f) an assessment of risk remaining after controls are in place and identification of any additional controls needed to mitigate the remaining risk; and

(g) an assessment of the sufficiency of policies, procedures, customer information systems, and other arrangements in place to control risks.

(5) The risk assessment shall be updated and approved by the Board on an annual basis or whenever there have been significant changes to the technology risk profile.

(6) Upon completion, a copy of the assessment shall be forwarded to the Assistant Deputy Comptroller.

ARTICLE X

INFORMATION SECURITY PROGRAM

(1) Within sixty (60) days, the Board shall require the Bank to complete its development and implementation of, and thereafter ensure adherence to, a comprehensive, written, information security program designed to ensure compliance with 12 C.F.R. Part 30, Appendix B, Safeguarding Customer Information. The information security program shall be consistent with the security process described in the “Information Security” booklet of the FFIEC Information Technology Examination Handbook. At a minimum, the information security program to be completed includes:

(a) an information security risk assessment that is compliant with Article IX, paragraph (4) and addresses internal and external threats, the potential

impact of these threats and the sufficiency of policies, procedures, and systems to control these risks;

- (b) an enhanced information security monitoring system that is compliant with Article XI and detects actual and attempted attacks on or intrusions into customer information systems; and
- (c) a vendor management program that is compliant with Article IX, paragraph (3) and designates a party responsible for the vendor management program, identifies and evaluates critical vendors, and ensures that critical vendors' business continuity plans are reliable and compatible with Bank operations.

(2) Within sixty (60) days, the Board shall designate a qualified individual or committee to ensure that the information security program is monitored and periodically tested, at least annually.

(3) A copy of the Bank's information security program should be forwarded to the Assistant Deputy Comptroller.

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

ARTICLE XI

INFORMATION SECURITY MONITORING

(1) Within sixty (60) days, the Board shall require the Bank to complete its development and implementation of, and thereafter adhere to, a method to monitor the Bank's

network, systems and users to ensure confidentiality of Bank's data and customer information.

At a minimum, information security monitoring to be completed includes:

- (a) an intrusion detection and intrusion prevention system to identify and protect against system intrusions;
 - (b) an audit of the Bank's network and systems to ensure the Bank has not been compromised;
 - (c) ongoing monitoring of network activity to identify and remedy unauthorized access and deviations from Bank policy;
 - (d) monitoring system configurations to identify unauthorized modifications;
 - (e) annual user access reviews of Bank staff to ensure job responsibilities match user access levels;
 - (f) analysis of the results of monitoring; and
 - (g) establishing a process to escalate and report threats.
- (2) Within sixty (60) days, the Board shall designate a qualified individual or committee to ensure that information security monitoring has commenced.
- (3) A copy of the Bank's information security monitoring program should be forwarded to the Assistant Deputy Comptroller.

ARTICLE XII

BANK INFORMATION SYSTEMS CONTINGENCY PLAN TESTING

- (1) Within sixty (60) days, the Board shall require the Bank to complete its development and implementation of a business continuity plan that is designed to ensure the

recovery of business operations in the event of an unplanned disruption. The business continuity plan incorporates, but is not necessarily limited to, the following:

- (a) A test of connectivity to the Bank's core processing vendor and other operational areas of the bank;
 - (b) A formal testing schedule that identifies the areas to be tested, expected outcomes, and incorporates business recovery and disaster recovery exercises;
 - (c) A physical test of the Bank's business continuity plan including a business impact analysis, risk assessment, and testing program;
 - (d) Documentation of the results of the physical testing and timeframes for remediation of any identified weaknesses;
 - (e) A comparison of the results of physical tests against the business continuity plan to identify gaps or notable variations; and
 - (f) A summary report to the Board and senior management of the results and recommendations for enhancement.
- (2) Upon completion, a copy of the plan shall be forwarded to the Assistant Deputy Comptroller.

ARTICLE XIII

CAPITAL PLANNING

(1) Within sixty (60) days, the Board shall require the Bank to develop, implement, and thereafter ensure Bank adherence to a three-year capital program, consistent with the bank's Strategic Plan. The program shall include:

- (a) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of 12 C.F.R. Part 3;
- (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 policy that permits the declaration of a dividend 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 and 60; and
 - (iii) with the prior written determination of no supervisory objection by the Assistant Deputy Comptroller. Upon receiving a determination of no supervisory objection, the Bank shall implement and adhere to the dividend policy.

(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 XIV

LIQUIDITY MANAGEMENT

(1) Within ninety (90) days, the Board shall require the Bank to improve the liquidity management program. The Board shall require the Bank to incorporate, at a minimum, the following items into the Bank's liquidity reporting processes:

- (a) develop a sources and uses report that assesses both normal and adverse liquidity scenarios;
- (b) quantify net cash flow and liquid asset positions given planned and unplanned balance sheet changes;
- (c) project borrowing capacity, under stable conditions as well as adverse scenarios of varying severity and duration;
- (d) quantify uninsured depositors;
- (e) assess the vulnerability of rollover risk on jumbo CDs (over \$100 thousand);
- (f) quantify funding requirements for unfunded commitments over various time horizons;
- (g) project excesses and shortfalls and how to meet any projected shortfalls;
- (h) project funding costs, earnings and capital position under varying rate scenarios and market conditions; and

- (i) quantify funding needs and sources under different stress scenarios that represent management's best estimate of balance sheet changes that may result from a liquidity or credit event.

(2) If indicated by the results of the improved liquidity management program described in paragraph (1), the Board shall within thirty (30) days thereafter require the Bank to develop and implement a plan to increase the asset liquidity of the Bank to a level that is sufficient to sustain the Bank's current operations and to withstand any anticipated or extraordinary demand against its funding base.

(3) Within ninety (90) days, the Board shall expand the Bank's contingency funding plan to include:

- (a) the impact of downgrades of the Uniform Financial Institutions Ratings (CAMELS) to a "3" or worse;
- (b) the impact of potential Prompt Corrective Action requirements;
- (c) strategies for addressing liquidity under progressively deteriorating stages of a funding problem;
- (d) quantifiable triggers to differentiate between escalating levels of a liquidity crisis.
- (e) testing for completeness of loan file documentation to ensure the timely delivery of collateral when required by fund providers;

(4) The Board shall take appropriate action to ensure adequate sources of liquidity in relation to the Bank's needs. Monthly reports shall set forth liquidity requirements and sources and establish a contingency plan. Copies of these reports shall be forwarded to the Assistant Deputy Comptroller in the Bank's quarterly report.

ARTICLE XV

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/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 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) 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 his hand on behalf of the Comptroller.

/s/
James M. Calhoun
Assistant Deputy Comptroller
Pittsburgh Field Office

2/17/11
Date

