

**AGREEMENT BY AND BETWEEN  
THE FIRST NATIONAL BANK OF HARTFORD,  
HARTFORD, WISCONSIN  
AND  
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

The First National Bank of Hartford, Hartford, Wisconsin (“Bank”) is a national bank subject to the limitations on controlling or holding an interest in financial subsidiaries set forth in 12 U.S.C. § 24a and 12 C.F.R. § 5.39.

The Comptroller of the Currency of the United States (“Comptroller”), through his National Bank Examiners, has examined the Bank and determined that the Bank is not in compliance with the requirements set forth in 12 U.S.C. § 24a(e)(2)(C) and 12 C.F.R. § 5.39(g)(1).

In consideration of the above, it is agreed, between the Bank, by and through its duly elected and acting Board of Directors (“Board”), and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the articles of this Agreement.

**ARTICLE I**

**JURISDICTION**

(1) This Agreement is entered into pursuant to 12 U.S.C. §§ 24a(e)(2) and (3) and 12 C.F.R. §§ 5.39(j)(1)(ii) and (iii).

(2) All plans the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded to:

Assistant Deputy Comptroller  
Milwaukee Field Office  
High Ponte on Mayfair  
1200 N. Mayfair Road, Suite 200  
Wauwatosa, WI 53226

## **ARTICLE II**

### **ACTION PLAN**

(1) Within thirty (30) days, the Board shall develop and adopt a written action plan to complete all steps necessary to cause the Bank to comply with the requirements set forth in subsections (a)(2)(C) and (d) of 12 U.S.C. § 24a, and paragraphs (g) and (h) of 12 C.F.R. § 5.39.

(2) Upon completion of the plan, the Board shall submit a copy to the Assistant Deputy Comptroller for prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall immediately implement and adhere to the plan. Where the Board considers modifications to the plan appropriate, those modifications shall be submitted to the Assistant Deputy Comptroller for prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to the revised plan.

### **ARTICLE III**

#### **LIMITATIONS ON ADDITIONAL ACTIVITIES INVOLVING FINANCIAL SUBSIDIARIES**

(1) Upon the effective date of this Agreement, the Bank shall not, directly or indirectly, acquire control of, or hold an interest in, any new financial subsidiary, or commence a new activity in any existing financial subsidiary, unless: (i) the OCC has made a written determination that the Bank has corrected the conditions which led to the issuance of Notice and this Agreement, including becoming well managed as defined in 12 C.F.R. § 5.39(d)(12); (ii) where applicable, the Deputy Comptroller has made a written determination of no objection to the proposed activity or acquisition of control; and (iii) the Bank has obtained the OCC's written approval through the procedures set forth in 12 C.F.R. § 5.39(i).

### **ARTICLE IV**

#### **REQUIRED DIVESTITURE OF FINANCIAL SUBSIDIARY**

(1) If, after one hundred eighty (180) days following receipt of the Notice, the OCC determines, in its sole discretion, that the deficiencies identified in the Notice have not been corrected, the Bank agrees, if it is directed to do so in writing by the OCC, to: (i) divest control of any financial subsidiary, and/or (ii) comply with any additional limitations or conditions on the conduct of the Bank, or any of its subsidiaries, which the OCC determines are appropriate under the circumstances and consistent with the purposes of 12 U.S.C. § 24a.

## ARTICLE V

### **CONCLUDING PROVISIONS**

(1) 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.

(2) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. The phrase "effective date" shall mean the date this Agreement is executed by the Comptroller or by his duly authorized representative. Such time requirements may be extended in writing by the Comptroller or his duly authorized representative for good cause upon written application by the Board.

(3) The provisions of this Agreement 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. Nothing in this Agreement is intended to nullify, supersede, or alter the provisions of any existing agreement between the Comptroller and the Bank.

(4) This Agreement does not form, and may not be construed to form, a contract binding on the OCC or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no OCC officer or employee has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities. The terms of this Agreement, including this

paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or arrangements, or negotiations 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/  
\_\_\_\_\_  
Bert A. Otto  
Deputy Comptroller  
Central District

\_\_\_\_\_  
4/15/13  
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/\_\_\_\_\_  
Dennis A. Carroll  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Mark J. Hauser  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Alan Laufer  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Scott A. Lopas  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Thomas Miotke  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Timothy G. Purman  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Kenneth Rieser  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
John D. Unser  
\_\_\_\_\_  
4/8/13  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Gerald Wannow  
\_\_\_\_\_  
4/8/13  
Date