Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

Conditional Approval #872
August 2008

August 27, 2008

J. Christopher Flowers
J.C. Flowers & Co., LLC
717 Fifth Avenue, 26th Floor
New York, New York 10022

Re: Change in Bank Control Act Notice in Connection with the Proposed Acquisition of First National Bank of Cainesville, Cainsville, Missouri by J. Christopher Flowers
OCC Control No.: 2008-WE-11-0003

Request for Director Residency Waiver
OCC Control No.: 2008-WE-12-0138

Dear Mr. Flowers:

The Office of the Comptroller of the Currency ("OCC") has reviewed and evaluated your Notice of Change in Bank Control ("Notice") involving First National Bank of Cainesville, Cainsville, Missouri ("Bank"). Based on a review of the facts on record and the representations and commitments made in connection with your Notice, and in consideration of the relevant statutory and regulatory factors, the OCC hereby determines that the Notice is technically complete and we do not disapprove the change in control. This decision is subject to the condition set out below.

The Bank currently has total assets of approximately $14 million and its business lines are non-complex, consisting of traditional lines of business focusing on serving its local communities of Cainesville, Missouri, and Bethany, Missouri. Following the acquisition, you have stated that you will replace the Bank's current board of directors with a new slate of seven directors, including yourself. You state that your intention is to operate the Bank initially as it is now, serving the same market with the same products and services.

You further state, however, that as business opportunities occur, you and the new Board will evaluate expansion options that likely would significantly change the business lines, asset composition, funding structure and size of the Bank. While plans to expand the business of the Bank have not been finalized, such expansion may occur by means of internal growth or through the acquisition of troubled or failed depository institutions. Accordingly, the OCC will require, by means of a written agreement, that the Bank submit a Business Plan acceptable to the OCC. The plan must detail the proposed changes to the business of the Bank, and the Bank must obtain the OCC's written supervisory non-objection to the plan. After receiving the OCC's non-objection, the Bank must implement and adhere to the plan. Any significant deviation from the Business Plan will require prior notice to the OCC and receipt of a separate, written OCC non-objection to the changes.

The OCC poses no objection to replacement of the President and the members of the Board of Directors of the Bank on an interim basis at consummation, as outlined in the Notice, subject to OCC's subsequent non-objection to the continued service of the proposed individuals. This letter also approves your request for the OCC to waive the residency requirement under 12 U.S.C. § 72 for 100 percent of the board of directors of the Bank following the acquisition. The OCC reserves the right to withdraw this waiver. All other requirements of 12 U.S.C. § 72 remain applicable.

The OCC poses no objection to the plan to inject approximately $1 million of new equity into the Bank shortly after the acquisition with a stated purpose of augmenting the Bank's systems.

This decision is subject to the following condition:

- Prior to consummation, you shall enter into, and thereafter implement and adhere to, a written agreement with the OCC, in a form substantially similar to the agreement attached as Exhibit A, requiring, among other things, that no later than five (5) business days after you acquire control of the Bank, you will cause the Bank to enter into a written agreement with the OCC, in a form substantially similar to the agreement attached as Exhibit B.

This condition is a condition "imposed in writing by a Federal banking agency in connection with any action on any application, notice, or other request" within the meaning of 12 U.S.C. § 1818. As such, the condition is enforceable under 12 U.S.C. § 1818.

The date of consummation of this change in control must be provided to the OCC's Western District Office within 10 days after consummation. The transaction must be consummated as proposed in the Notice. If any of the terms, conditions, or parties to the transaction described in the Notice change, the OCC must be informed in writing prior to consummation to determine if any action is required.

In addition, unless an extension is granted, the transaction must be consummated within six months of the date of this letter. Failure to consummate within six months or within an approved extended time period granted by the OCC will cause this decision to lapse and require the filing of a new notice and payment of the appropriate filing fee if the acquirer wishes to proceed with the change in bank control.

You are reminded that the OCC requires pushdown accounting for a change in control of at least 95% of the voting stock of a bank. Under pushdown accounting, when a bank is acquired, yet retains its separate corporate existence, the assets and liabilities of the acquired bank are restated to their fair values as of the acquisition date. Those values, including any goodwill, are reflected in the financial statement of the acquired bank.

This decision and the activities and communications by OCC employees in connection with the filing, do not constitute a contract, express or implied, or any other obligation binding upon the OCC, the United States, any agency or entity of the United States, or any officer or employee of the United States, and do not affect the ability of the OCC to exercise its supervisory, regulatory and examination authorities under applicable laws and regulations. The foregoing may not be waived or modified by any employee or agent of the OCC or the United States.

A separate letter is enclosed requesting your feedback on how we handled your notice. We would appreciate your response so we may improve our service.

If you have any questions, contact Senior Licensing Analyst Jim Bundy at jim.bundy@occ.treas.gov, or at 720-475-7650.

Sincerely,

signed

Lawrence E. Beard
Deputy Comptroller, Licensing

Enclosure: Survey

EXHIBIT A

AGREEMENT BY AND BETWEEN

J. Christopher Flowers

and

The Office of the Comptroller of the Currency

WHEREAS, pursuant to 12 C.F.R. § 5.50, any person seeking to acquire control of a national bank shall provide sixty (60) days prior notice of a change in control to the Office of the Comptroller of the Currency ("OCC");

WHEREAS, J. Christopher Flowers ("Mr. Flowers") submitted a notice ("Change in Control Notice") to the OCC to acquire 100 percent of the issued and outstanding shares of The First National Bank of Cainesville, Cainsville, Missouri ("Bank"), a national bank chartered by the OCC; and

WHEREAS, Mr. Flowers, upon acquisition of control of the Bank, and the Comptroller of the Currency ("Comptroller") seek to protect the interests of the Bank's depositors and other customers and seek to ensure that the Bank will operate safely and soundly and in accordance with all applicable laws, rules, and regulations;

NOW, THEREFORE, in consideration of the above premises, the Mr. Flowers agrees as follows:

ARTICLE I

<u>Jurisdiction</u>

(1) Mr. Flowers is deemed to be an "institutional-affiliated party" ("IAP") within the meaning of 12 U.S.C. § 1813(u)(3).

(2) 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).

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

(4) 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.

(5) This Agreement shall not be construed to be a "formal written agreement" within the meaning of 12 C.F.R. Part 5 and 12 C.F.R. Part 24.

(6) All correspondence related to this Agreement, and any information, documentation, reports, plans and/or other written submissions that Mr. Flowers has agreed to submit pursuant to this Agreement shall be forwarded, by overnight mail, to:

Michael G. Koll, Sr.
Assistant Deputy Comptroller
Office of the Comptroller of the Currency
Kansas City North Field Office
7101 College Blvd, Suite 1600
Overland Park, KS 66210

ARTICLE II

Agreement To Be Entered into Between the Bank and the OCC

(1) No later than five (5) business days after Mr. Flowers acquires control of the Bank, Mr. Flowers shall cause the Bank to enter into a written operating agreement with the OCC in the form attached hereto ("Operating Agreement").

(2) Following his acquisition of control of the Bank, Mr. Flowers shall take all steps reasonably necessary to ensure that the Bank develops, implements, and adheres to any business plan submitted pursuant to the Operating Agreement.

(3) Following his acquisition of control of the Bank, Mr. Flowers shall take all steps reasonably necessary to ensure that any individuals he proposes as members of the Board of Directors of the Bank or for positions as "senior executive officers," as defined in 12 C.F.R. § 5.51(c)(3), submit the information required by Article VI of the Operating Agreement.

ARTICLE III

Term of Agreement; Termination

(1) This Agreement shall become effective immediately upon its execution by all parties hereto, and shall remain in full force and effect unless or until (i) it is (A) amended in writing by mutual written consent of the parties to the Agreement, or (B) excepted, waived, or terminated in writing by the OCC, (ii) the consummation of (A) a merger, consolidation, or business combination in which the Bank is not the resulting entity, or (B) a purchase and assumption or similar transaction involving all or substantially all of the Bank's assets and deposits, or (iii) Mr. Flowers ceases to control the Bank.

(2) Mr. Flowers may seek termination of all or any portion of this Agreement, or exceptions and waivers of all or any portion hereof, from the OCC at any time, which relief may be granted by the OCC in its sole judgment.

ARTICLE IV

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. Such time requirements may be extended in writing by the Comptroller or his duly authorized representative for good cause upon written application by Mr. Flowers.

(3) This Agreement is intended, and shall be construed to be a "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 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 Directors under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. Mr. Flowers expressly acknowledges that neither he nor the OCC has any intention to enter into a contract. Mr. Flowers 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.

(4) This Agreement may be executed in counterparts (including by facsimile or email), each of which shall be considered an original and all of which together shall constitute one and the same instrument.

(5) For purposes of this Agreement, any reference to "control" of the Bank shall mean "control" as such term is defined in 12 C.F.R. § 5.50.

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

Michael G. Koll Assistant Deputy Comptroller Kansas City Field Office	Date

IN TESTIMONY WHEREOF, the undersigned, has hereunto set his hand.

J. Christopher Flowers	Date

EXHIBIT B

OPERATING AGREEMENT BY AND BETWEEN

The First National Bank of Cainesville
Cainsville, Missouri

and

The Office of the Comptroller of the Currency

WHEREAS, pursuant to 12 C.F.R. § 5.50, any person seeking to acquire control of a national bank shall provide sixty (60) days prior notice of a change in control to the Office of the Comptroller of the Currency ("OCC");

WHEREAS, J. Christopher Flowers ("Mr. Flowers") submitted a notice ("Change in Control Notice") to the OCC to acquire control of The First National Bank of Cainesville, Cainsville, Missouri ("Bank"), a national bank chartered by the OCC;

WHEREAS, after reviewing the Change in Control Notice submitted by Mr. Flowers, on or about May 23, 2008, the OCC issued its non-objection to the Change in Control Notice, subject to the condition that Mr. Flowers enter into an agreement with the OCC (the "Flowers Agreement");

WHEREAS, Mr. Flowers and the OCC entered into the Flowers Agreement on __________, 2008, which specifies that no later than five (5) business days after Mr. Flowers acquired control of the Bank, Mr. Flowers would cause the Bank to enter into this Operating Agreement (the "Agreement") with the OCC requiring, among other things, that the Bank shall, prior to significantly deviating from the existing business of the Bank, submit a business plan acceptable to the OCC, that the Bank shall implement and adhere to such business plan once it is found to be acceptable by the OCC, and that subsequent to implementation of the business plan the Bank shall not significantly deviate therefrom without receiving a written determination of no supervisory objection from the OCC;

WHEREAS, the Bank and the OCC seek to ensure that the Bank will operate in a safe and sound manner, in accordance with all applicable laws, rules, and regulations;

NOW THEREFORE, the OCC and the Bank, by and through its duly elected Board of Directors ("Board"), agree as follows:

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 1818(i)(2).

(3) This Agreement shall not be construed to be a "formal written agreement" within the meaning of 12 C.F.R. Part 5 and 12 C.F.R. Part 24.

(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 not be construed to be a "written agreement, order, or capital directive" within the meaning of 12 C.F.R. § 6.4.

(6) All correspondence related to this Agreement, and any information, documentation, reports, plans and/or other written submissions that the Bank or Board has agreed to submit pursuant to this Agreement shall be forwarded, by overnight mail, to:

Michael G. Koll, Sr.
Assistant Deputy Comptroller
Office of the Comptroller of the Currency
Kansas City North Field Office
7101 College Blvd, Suite 1600
Overland Park, KS 66210

ARTICLE II

No Significant Deviation

(1) Except as provided in Article IV of this Agreement, the Bank shall not significantly deviate from the business, structure, asset composition and asset size, management, operations, policies, procedures, markets, and products of the Bank that existed at the time Mr. Flowers agreed to acquire the Bank without first obtaining the OCC's prior written determination of no supervisory objection to such significant deviation.

(2) For purposes of this Agreement, the phrase "significantly deviate" and "significant deviation" shall be construed in light of the guidance provided in Appendix G (Significant Deviations After Opening) of the "Charters" booklet of the *Comptroller's Licensing Manual* (December 2007), and shall include, but not be limited to, any significant deviation from or material change to the following:

(a) The Bank's projected growth in asset size, through acquisition or otherwise; provided that such limitation shall only apply from and after the time that the Bank has adjusted total assets[1] of at least $18 million, measured as of the date of its last filed Call Report.[2] For purposes of this provision, a significant deviation in the Bank's projected growth in asset

[1] Adjusted total assets is defined in 12 C.F.R. § 3.2(a) as the average total asset figure used for Call Report purposes minus end-of-quarter intangible assets.

[2] The Bank, to achieve a growth in asset size to $18 million, may not significantly deviate from its existing asset composition, lines of business, products, services, activities, and markets.

size shall be defined as a projected increase of ten percent (10%) or more in the Bank's adjusted total assets over any twelve month period, or as otherwise defined by the OCC in the OCC's sole judgment.

(b) The Bank's projected expansion in any product, service, or activity, through acquisition or otherwise. For purposes of this provision, a significant deviation in product or service expansion shall be defined as a projected increase of fifteen percent (15%) or more, on an annualized basis, in existing products or services that individually account for greater than either five percent (5%) of the Bank's total assets or ten percent (10%) of the Bank's annual revenues (measured, in each case, as of the date of the Bank's last filed Call Report), or as otherwise defined by the OCC in the OCC's sole judgment. The foregoing limitation shall only apply from and after the time the Bank has adjusted total assets of at least $18 million, measured as of the date of its last filed Call Report, and shall not apply to any depository product offered directly by the Bank.

(c) The Bank's personnel or operations, including any change in operations resulting from changes in external factors, that may have a material adverse impact on the Bank's operations or financial performance.

(3) For the avoidance of doubt, deviations in the Bank's financial performance, or infusions of capital in the Bank, shall not, by themselves, be significant deviations under this Article II.

ARTICLE III

Business Plan

(1) Prior to making a significant deviation that otherwise would be prohibited by Article II, the Bank shall submit a written business plan to the OCC for a prior written determination of no supervisory objection. The business plan shall cover at least a three-year period, and shall establish objectives for the Bank's overall risk profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, capital adequacy, product line development, outsourcing, and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives. The business plan, at a minimum, also shall include:

(a) a mission statement that forms the framework for the establishment of strategic goals and objectives;

(b) an assessment of the Bank's present and future operating environment;

(c) development of strategic goals and objectives to be accomplished over the short- and long-run, including the Bank's short- and long-term acquisition strategy;

(d) an identification of the present and future product lines that will be utilized to accomplish the strategic goals and objectives established in paragraph (1)(c) of this Article;

(e) an assessment of the adequacy of the Bank's internal operations, management and staffing, information technology systems, and policies and procedures to accomplish the goals and objectives developed under paragraph (1)(c) of this Article;

(f) an evaluation of the Bank's capability to identify, measure, monitor, and control the risks associated with the significant deviation, including an assessment of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls and written policies and procedures;

(g) a management plan that identifies any proposed changes in management personnel and their responsibilities and qualifications, and assesses whether Bank management can appropriately supervise the internal operations of the Bank in light of structural and other factors, as well as the goals and objectives developed under paragraph (1)(c) of this Article;

(h) a financial forecast, on a monthly basis, for major balance sheet and income statement accounts, cash flow statements, specific earnings and profit goals, and desired financial ratios over the period covered by the business plan;

(i) a capital plan that provides for the maintenance of the Bank's capital, so as to ensure compliance with Article V of this Agreement. The plan shall incorporate a projection of the sources and timing of additional capital to meet the Bank's current and future needs and projections for dividends;

(j) a liquidity contingency plan that identifies alternative funding sources and strategies for their implementation;

(k) an evaluation of the adequacy of the Bank's vendor management program, including the due diligence process for selecting third-party service providers and the oversight process for monitoring them; and

(l) an action plan to accomplish identified strategic goals and objectives, including target dates and an identification of processes, personnel, and control systems to monitor implementation of and adherence to the business plan.

(2) Once the Bank receives the prior written determination of no supervisory objection from the OCC required by paragraph (1) of this Article, the Bank shall implement and thereafter adhere to the business plan.

(3) Except as provided in Article IV, once adopted, the Bank shall not significantly deviate from the business plan without giving the OCC at least sixty (60) days prior written notice of its intent to do so, and obtaining the OCC's prior written determination of no supervisory objection to such action. The Board's request for supervisory non-objection shall include, at a minimum, an evaluation of the adequacy of the Bank's management; organizational structure; staffing; management information systems; capital adequacy; funding sources; internal controls; and written policies and procedures to identify, measure, monitor, and control the risks associated with the change. Once the Bank receives prior written determination of no supervisory objection from the OCC, the Bank shall implement and thereafter adhere to the business plan. If, after receiving supervisory non-objection from the OCC for a significant deviation from or change to its business plan, the Bank decides not to make such change, the Bank shall provide the OCC with written notice of its decision.

ARTICLE IV

Acquisition of Assets and Liabilities of Failed or Troubled Institutions

(1) At the time the Bank initially contemplates the acquisition of assets and/or liabilities (i) from the FDIC as receiver of a failed institution, (ii) as part of a transaction pursuant to the Bank Merger Act, 12 U.S.C. § 1828(c)(3), (4), and (6) ("BMA"), involving the probable failure of one or more insured depository institutions, or (iii) pursuant to the 10-day/5-day emergency provisions of the BMA, the Bank promptly shall notify the OCC of the contemplated acquisition and provide the OCC with a description of any changes in the Bank's business plan that may arise as a result of the contemplated acquisition.

(2) If the Bank then acquires assets and/or liabilities (i) from the FDIC as receiver of a failed institution, (ii) as part of a transaction pursuant to the BMA involving the probable failure of one or more insured depository institutions, or (iii) pursuant to the 10-day/5-day emergency provisions of the BMA; then the Bank shall submit to the OCC any documents, plans, projections, or other information related to the acquisition as requested by the OCC as soon as practical but no later than sixty (60) days after the OCC's request. The information requested by the OCC and submitted by the Bank shall serve to amend and supplement the Bank's existing business plan. If the Bank previously has not submitted a business plan pursuant to Article III, then the Bank shall submit a business plan, including at a minimum each of the items required by paragraph (1) of Article III, within sixty (60) days.

(3) If the OCC determines, in its sole judgment, that the Bank's business plan, as amended and supplemented by the information submitted pursuant to paragraph (2) of this Article, is not acceptable, then within ten (10) days of receiving written notice from the OCC of

such fact, the Board shall incorporate into the business plan any language, requirements, conditions, or other changes deemed necessary by the OCC.

(4) Immediately upon receipt of a written determination of no supervisory objection, the Board shall adopt, implement, and thereafter ensure compliance with the Bank's business plan, as amended and supplemented by the information submitted pursuant to paragraph (2) of this Article.

ARTICLE V

Capital

(1) The Bank shall maintain Tier 1 capital at least equal to eight percent (8%) of "adjusted total assets" (as defined in 12 C.F.R. Part 3).

ARTICLE VI

Change in Directors or Senior Executive Officers

(1) Commencing with the execution of this Agreement and continuing for a period of two (2) years after the consummation of the first transaction which constitutes either a significant deviation pursuant to Article II or an acquisition pursuant to Article IV, and except as otherwise provided in the OCC's decision not to disapprove to the Change in Control Notice, prior to the appointment of any individual to a position of "senior executive officer," as defined in 12 C.F.R. § 5.51(c)(3), or the appointment of any individual to the Bank's board of directors, the Board shall submit the following information to the OCC for a written determination of no supervisory objection:

(a) the information sought in the "Changes in Directors and Senior Executive Officers" booklet of the *Comptroller's Licensing Manual* (January 2003), together with a legible fingerprint card for the proposed individual;

(b) a written statement of the Board's reasons for selecting the proposed individual; and

(c) a written description of the proposed individual's duties and responsibilities.

(2) Notwithstanding the requirements of paragraph (1) of this Article, the Bank may request that one or more individuals assume positions of senior executive officer or director on an interim basis by submitting such request, in writing, to OCC. If OCC grants the Bank's request, then the proposed individual or individuals may assume the specified position or positions on an interim basis. Thereafter, within thirty (30) days, the Bank shall submit to the OCC the information required by paragraph (1) of this Article. If the Bank fails to submit such information within thirty (30) days, then the proposed individuals shall resign their position. The OCC, in its sole judgment, may waive any or all of the submission requirements.

(3) Upon receipt of the information required by paragraph (1) of this Article, the OCC shall review such information. The requirement to submit information is based on the authority of 12 U.S.C. § 1818(b) and does not require the Comptroller of the Currency ("Comptroller") or the OCC to complete his review and act on any such information or authority within ninety (90) days.

ARTICLE VII

Term of Agreement; Termination

(1) This Agreement shall become effective upon execution by the parties hereto and shall continue in full force and effect unless or until (i) it is (A) amended in writing by mutual written consent of the parties to the Agreement, or (B) excepted, waived, or terminated in writing by the OCC, or (ii) the consummation of (A) a merger, consolidation, or other business combination in which the Bank is not the resulting entity, or (B) a purchase and assumption or similar transaction involving all or substantially all of the Bank's assets and deposits.

(2) The Bank may seek termination of all or any portion of this Agreement, or exceptions and waivers of all or any portion hereof, from the OCC at any time, which relief may be granted by the OCC in its sole judgment.

ARTICLE VIII

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. 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) To the extent that any of the provisions of this Agreement conflict with the terms found in any existing agreement between the Comptroller and the Bank, the provisions of this Agreement shall control.

(4) This Agreement is intended, 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 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(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither it 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.

(6) This Agreement may be executed in counterparts (including by facsimile or email), each of which shall be considered an original and all of which together shall constitute one and the same instrument.

(7) For purposes of this Agreement, any reference to "control" of the Bank shall mean "control" as such term is defined in 12 C.F.R. § 5.50.

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

Michael G. Koll Assistant Deputy Comptroller Kansas City 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.

[name] [title] [address]	Date
[name] [title] [address]	Date
[name] [title] [address]	Date
[name] [title] [address]	Date
[name] [title] [address]	Date
[name] [title] [address]	Date