

AGREEMENT BY AND BETWEEN  
Quontic Bank  
Astoria, New York  
and  
The Comptroller of the Currency

Quontic Bank, Astoria, New York (“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 and management oversight, credit risk management, and earnings at the Bank.

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

ARTICLE I

JURISDICTION

(1) 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. § 163.555. 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) 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:

Melissa F. Scofield  
Assistant Deputy Comptroller  
New York Field Office  
343 Thornall St., Suite 610  
Edison, NJ 08837

## ARTICLE II

### COMPLIANCE COMMITTEE

(1) Within thirty (30) days of the date of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) directors, of which none 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) Within sixty (60) days of the date of this Agreement and quarterly thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

- (a) actions taken to comply with each Article of this Agreement; and
- (b) 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 TO ENSURE COMPETENT MANAGEMENT

(1) Within sixty (60) days, the Board shall review and assess the qualifications of each senior executive officer (as the term “senior executive officer” is defined in 12 C.F.R. § 163.555(4)) to determine whether the Bank has competent management in place on a full-time basis in all senior executive officer positions to carry out the Board’s policies, ensure compliance with this Agreement, applicable laws, rules and regulations, and manage the day-to-day operations of the Bank in a safe and sound manner.

(2) Within sixty (60) days (the “Evaluation Period”), the Board shall review the capabilities of the Bank’s management to perform present and anticipated duties and the Board will determine whether management changes will be made, including the need for additions to or deletions from current management.

(3) For incumbent officers in the positions mentioned in Paragraph (1) of this Article, the Board shall within sixty (60) days assess each of these officers’ experience, other qualifications and performance compared to the position’s description, duties and responsibilities.

(4) If the Board determines that an officer will continue in his/her position but that the officer’s depth of skills needs improvement, the Board will, within thirty (30) days of the expiration of the Evaluation Period, develop and implement a written program, with specific

time frames, to improve the officer's supervision and management of the Bank. At a minimum the written program shall include:

- (a) an education program designed to ensure that the officer has skills and abilities necessary to supervise effectively;
- (b) objectives by which the officer's effectiveness will be measured; and
- (c) a performance appraisal program for evaluating performance according to the position's description and responsibilities and for measuring performance against the Bank's goals and objectives.

Upon completion, a copy of the written program shall be submitted to the Assistant Deputy Comptroller.

(5) 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 one hundred twenty (120) 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.

(6) Prior to the appointment of any individual to an executive officer position or as a director, the Board shall submit to the Assistant Deputy Comptroller the following information:

- (a) a written notice containing the information set forth in 12 C.F.R. § 163.570 and regulatory guidance related thereto;
- (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.

(7) The Assistant Deputy Comptroller shall have the power to disapprove the appointment of the proposed new officer or director. Appointments of directors or senior executive officers, as defined in 12 C.F.R. § 163.555, are subject to the requirements set forth in 12 C.F.R. Part 163, Subpart H – Notice of Change of Director or Senior Executive Officer. The lack of disapproval of such individual shall not constitute an approval or endorsement of the proposed officer.

#### ARTICLE IV

##### CORPORATE GOVERNANCE PRACTICES

(1) Within sixty (60) days, the Board shall develop a plan to comport with guidance as articulated in the OTS Examination Handbook: Management, Section 310 (Jan. 2009), and the “Insider Activities” booklet of the *Comptroller’s Handbook* (Nov. 2013), and to eliminate regulatory violations relating to corporate governance, including violations of 12 C.F.R. §§ 152.11(a), 152.7(a), 163.201, and 163.39; and deficiencies in management leadership, Board oversight, and corporate governance practices. The plan shall include specific actions for addressing these deficiencies, including, but not limited to:

- (a) the development of sound operating policies and procedures;
- (b) procedures to ensure regulatory compliance;
- (c) procedures to ensure accurate regulatory and Board reporting;
- (d) the development of sound internal controls to monitor policy adherence;
- and
- (e) assigned accountability for these processes.

(2) Once developed, the plan shall be promptly implemented and a copy of the description of the processes shall be submitted to the Assistant Deputy Comptroller. In the event

that the Assistant Deputy Comptroller recommends changes to the corporate governance practices, the Board shall, consistent with its fiduciary responsibilities, include those changes. The Board shall adopt, implement, and thereafter ensure Bank adherence to the plan developed pursuant to this Article.

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

## ARTICLE V

### STRATEGIC/BUSINESS PLAN

(1) Within sixty (60) days, the Board shall revise and thereafter ensure Bank adherence to a written strategic plan for the Bank covering at least a three-year period. The strategic plan 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 and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives and, at a minimum, 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) the development of strategic goals and objectives to be accomplished over the short and long term;
- (d) an identification of the Bank's present and future product lines (assets and liabilities) and market segments that will be utilized to accomplish the

strategic goals and objectives established in subparagraph (1)(c) of this Article;

- (e) an evaluation of the Bank's internal operations, infrastructure, staffing requirements, board and management information systems, and policies, procedures and internal controls for their adequacy and contribution to the accomplishment of the goals and objectives developed under subparagraph (1)(c) of this Article;
- (f) a management employment and succession program to promote the retention and continuity of capable management;
- (g) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the period covered by the strategic plan;
- (h) control systems to mitigate risks associated with planned new products, growth, or any proposed changes in the Bank's operating environment;
- (i) specific plans to establish responsibilities and accountability for the strategic planning process, new products, growth goals, or proposed changes in the Bank's operating environment; and
- (j) systems to monitor the Bank's progress in meeting the plan's goals and objectives.

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

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

## ARTICLE VI

### CAPITAL PLAN

(1) Within sixty (60) days, the Board shall develop and implement an effective internal capital planning process to assess the Bank's capital adequacy in relation to its overall risks and to ensure maintenance of appropriate capital levels. The capital planning process shall be consistent with OCC Bulletin 2012-16, "Guidance for Evaluating Capital Planning and Adequacy," and shall ensure the integrity, objectivity, and consistency of the process through adequate governance. The Board shall document the initial capital planning process and thereafter review and document the capital planning process at least annually or more frequently if requested by the Assistant Deputy Comptroller in writing.

(2) Within ninety (90) days, the Board shall forward to the Assistant Deputy Comptroller for her review, pursuant to Paragraph (4) of this Article, a written Capital Plan for the Bank, consistent with the strategic plan adopted pursuant to Article V, covering at least a three-year period. The written Capital Plan shall, at a minimum:

- (a) include specific plans for the maintenance of adequate capital in relation to the Bank's risk profile and its regulatory capital requirements;
- (b) identify and evaluate all material risks;
- (c) determine the Bank's capital needs in relation to material risks and strategic direction, consistent with the strategic plan adopted pursuant to Article V;



- (d) identify and establish a strategy to strengthen capital if necessary and establish a contingency or back-up capital plan commensurate with the Bank's overall risk and complexity;
  - (e) include detailed quarterly financial projections; and include specific plans detailing how the Bank will comply with restrictions or requirements set forth in this Agreement that will have an impact on the Bank's capital.
- (3) The Bank may declare or pay a dividend or make a capital distribution only:
- (a) when the Bank is in compliance with its approved written Capital Plan and regulatory capital requirements, and would remain in compliance with its approved written Capital Plan and regulatory capital requirements immediately following the declaration or payment of any dividend or the capital distribution; and
  - (b) following the approval of the Assistant Deputy Comptroller, pursuant to 12 C.F.R. Part 163, subpart E.
- (4) Prior to adoption by the Board, a copy of the Bank's written Capital Plan shall be submitted to the Assistant Deputy Comptroller. The Board shall review and update the Bank's written Capital Plan at least annually and more frequently if required by the Assistant Deputy Comptroller in writing. Revisions to the Bank's written Capital Plan shall be submitted to the Assistant Deputy Comptroller. At the next Board meeting following submission to the Assistant Deputy Comptroller, the Board shall adopt and the Bank (subject to Board review and ongoing monitoring) shall implement and thereafter ensure adherence to the written Capital Plan and any amendments or revisions thereto.

- (5) At least quarterly, the Board shall:
- (a) review financial reports and earnings analyses that evaluate the Bank's performance against the goals and objectives established in the Capital Plan, as well as the Bank's written explanation of significant differences between the actual and projected balance sheet, income statement, and expense accounts, including descriptions of extraordinary and/or nonrecurring items; and
  - (b) prepare a written evaluation of the Bank's performance against the written Capital Plan, which shall include a description of the actions the Board will require the Bank to take to address any deficiencies.

The Board's review and preparation of the written evaluation shall be documented in the Board meeting minutes. The Board shall forward a copy of these quarterly written evaluations and Board meeting minutes to the Assistant Deputy Comptroller within ten (10) days of completion of its written evaluation.

(6) 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 VII

### PROFIT PLAN

(1) Within sixty (60) days, the Board shall revise, implement, and thereafter ensure Bank adherence to a written profit plan to improve and sustain the earnings of the Bank. This plan shall include, at minimum, the following elements:

- (a) identification of the major areas in and means by which the Board will seek to improve the Bank's operating performance;
- (b) narrative detail as to underlying assumptions and management's plans to reach targeted goals and sustain targeted levels;
- (c) reasonable and comprehensive budgets, including projected balance sheets and year-end income statements;
- (d) a budget review process to monitor both the Bank's income and expenses, including the volatility of mortgage banking income and expenses, and to compare actual figures with budgetary projections, including, but not limited to the following:
  - (i) processes to incorporate proposed expenditure needs by each department manager for the coming year;
  - (ii) senior management review to ensure that departmental expenditures are reasonable, well supported and documented, and consistent with the goals and objectives of the profitability of the Bank;
  - (iii) documented annual review and approval of the budget by the Board;
  - (iv) monthly/quarterly review of budget variances, including detailed explanations for variances; and
  - (v) processes to ensure that any revision to the budget includes a detailed explanation and analysis and is recorded in the Board minutes.
- (e) a description of the operating assumptions that form the basis for major projected income and expense components.

(2) The budgets and related documents required in paragraph (1) above for (2014) shall be submitted to the Assistant Deputy Comptroller upon completion. The Board shall submit to the Assistant Deputy Comptroller annual budgets as described in subparagraph (1)(b) above for each year this Agreement remains in effect. The budget for each year following the 2014 budget shall be submitted on or before November 30, of the preceding year.

(3) The Board shall forward comparisons of its balance sheet and profit and loss statement to the profit plan projections to the Assistant Deputy Comptroller on a quarterly basis.

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

## ARTICLE VIII

### CREDIT ADMINISTRATION STAFFING PLAN

(1) Within thirty (30) days of the completion of the Bank's strategic plan as required by Article V, the Board shall develop a credit administration staffing plan that is consistent with the goals and objectives established in the Bank's strategic plan and the needs of the Bank's credit department. At a minimum, the plan will consist of the following:

- (a) identification of the skills and expertise needed to develop and administer the credit products identified in the strategic plan and to perform the Bank's credit administration functions;
- (b) identification of the skills and expertise of the Bank's current credit staff;  
and
- (c) comparison of the current credit staff's skills and expertise identified in subparagraph (1)(b) of this Article to the skills and expertise identified in

subparagraph (1)(a) of this Article as necessary to develop and administer the credit products that will be utilized in accomplishing the Bank's goals and objectives.

(2) Within thirty (30) days of the development of the staffing plan, the Board will implement the plan and direct any changes necessary to provide the Bank with a staff that possesses the skills and expertise identified in subparagraph (1)(a) of this Article. Thereafter the Board will ensure that the Bank adheres to the staffing plan.

(3) Upon completion of the actions required by Paragraph (1) and Paragraph (2), the Board will provide a copy of its staffing plan to the Assistant Deputy Comptroller.

## ARTICLE IX

### CUSTOMER DUE DILIGENCE

(1) Within ninety (90) days, the Board shall ensure that the Bank's risk-based processes to obtain and analyze appropriate customer due diligence information at the time of account opening are reviewed and updated, as necessary, pursuant to the Bank Secrecy Act ("BSA"), as amended (31 U.S.C. §§ 5311 et seq.), the regulations promulgated thereunder at 31 C.F.R. §§ 1000-1099, and 12 C.F.R. §§ 21.21 and 163.180, and the rules and regulations of the Office of Foreign Assets Control ("OFAC") (collectively referred to as the "Bank Secrecy Act" or "BSA"), and that the Bank effectively uses this information to monitor for, and investigate, suspicious or unusual activity, that includes:

- (a) risk-based policy requirements regarding the identification of customers and the scope of due diligence information to be collected and documented;
- (b) for high-risk accounts, Bank management shall conduct and document its analyses of enhanced due diligence, consistent with that required by the

FFIEC BSA/AML Examination Manual (as revised), gathered to facilitate ongoing monitoring efforts including expectations for customer activities that are supported and periodically reviewed for reasonableness and are used as part of the ongoing monitoring process;

- (c) updates to customer due diligence to reflect changes in the customer's behavior, activity profile, derogatory information, periodic reviews of the customer relationship, or other factors that impact the AML risk;
- (d) periodic evaluation of employee knowledge of, and adherence to, Bank policies and procedures for identifying customers and for gathering, analyzing, and documenting customer due diligence in order to determine whether additional or enhanced training should be conducted; and
- (e) procedures to address cases where there is on-going suspicious activity to ensure appropriate management review and determination of whether the customer relationship should be continued.

(2) Once updated, the above customer due diligence processes shall be promptly implemented and a copy of a description of the processes shall be submitted to the Assistant Deputy Comptroller. In the event the Assistant Deputy Comptroller recommends changes to the customer due diligence processes, the Board shall, consistent with its fiduciary responsibilities, include those changes. The Board shall incorporate the customer due diligence processes into the Bank's written BSA policies and procedures, and ensure adherence thereafter.

## ARTICLE X

### ALLOWANCE FOR LOAN AND LEASE LOSSES METHODOLOGY

(1) Within sixty (60) days of the date of this Agreement, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall revise the Bank's program for the maintenance of an adequate Allowance. This review and program shall be revised and designed in light of (i) the comments on maintaining a proper Allowance found in the "Allowance for Loan and Lease Losses" booklet of the *Comptroller's Handbook*; (ii) U.S. generally accepted accounting principles ("GAAP"); (iii) 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); (iv) the Federal Financial Institutions Examination Council's "Policy Statement on Allowance for Loan and Lease Losses Methodologies and Documentation for Bank and Savings Institutions," dated July 2, 2001 (OCC Bulletin 2001-37); and (v) the instructions for reporting the Allowance on the Call Report. The revisions shall focus particular attention on the following:

- (a) results of the Bank's internal loan review;
- (b) results of the Bank's external loan review;
- (c) procedures for determining whether a loan is impaired and measuring the amount of impairment, consistent with Accounting Standards Codification (ASC) 310-10 (*formerly Statement of Financial Accounting Standards No. 114*), that addresses criteria for determining which loans to review for impairment, process for determining the cost to sell, and minimum standards for collateral evaluations;

- (d) procedures for segmenting the loan portfolio and estimating loss on groups of loans, consistent with Accounting Standards Codification (ASC) 450-20 (*formerly Statement of Financial Accounting Standards No. 5*). In this regard, the Bank's commercial real estate loan portfolio must be further segmented to account for owner and non-owner occupied loans and loan loss experience;
- (e) trends of delinquent and nonaccrual loans;
- (f) quarterly updating of qualitative risk factors, (including a risk factor associated with a high level of exception loans) with supporting rationale.
- (g) concentrations of credit in the Bank; and
- (h) present and prospective economic conditions.

(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) The program shall provide for a review of the ALLL methodology and its application in a manner appropriate to the size and complexity of the Bank at least once each calendar quarter by a party who is independent from the ALLL estimation process to verify that the ALLL methodology is appropriate and conforms to GAAP and regulatory guidance.

(4) A copy of the Board's program shall be submitted to the Assistant Deputy Comptroller.



(5) The Bank shall implement and adhere to the program and 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 XI

### CREDIT RISK REVIEW FUNCTION

(1) Within ninety (90) days, the Board shall establish an effective and on-going annual review process of the Bank's loan portfolio to assure the timely receipt and analysis of borrower's financial statements, and identification and categorization of problem credits. The system shall provide for written policies and procedures that set forth requirements, responsibilities and accountability of loan officers and credit department management and staff in the ongoing monitoring, analysis, and risk rating of loans. The policies and procedures shall use a loan and lease grading system consistent with the guidelines set forth in 12 C.F.R. § 160.160 (Asset Classification), OCC Bulletin 2006-47, "Interagency Policy Statement on the Allowance for Loan and Lease Losses," and the "Rating Credit Risk" booklet of the *Comptroller's Handbook*. Such policies and procedures shall also include, at a minimum:

- (a) the establishment of a loan monitoring system for timely obtaining and analyzing borrower financial information;
- (b) detailed requirements for the frequency of requesting, obtaining and analyzing current financial information of borrowers and guarantors;
- (c) requirements for performing detailed financial analysis, including under what circumstances global cash flow and contingent liabilities are to be analyzed, with sufficient support provided for risk rating conclusions;

- (d) a requirement that credit memoranda are completed for all loans at origination and any subsequent renewal; memoranda must include detail sufficient to understand the purpose of the loan, background information of the borrower, guarantor, and principles, primary and secondary sources of repayment, and any applicable collateral;
- (e) the establishment of monitoring systems for early problem loan identification to assure the timely identification and rating of loans and leases by lending officers;
- (f) the roles and responsibilities of loan officers, credit department management and staff, and credit committees;
- (g) requirements for appropriate training for credit administration staff to administer proper credit administration systems;
- (h) a system for monitoring compliance with the Bank's lending policies and laws, rules, and regulations pertaining to the Bank's lending function; and
- (i) a system for monitoring the adequacy of credit and collateral documentation.

(2) A written description of the program called for in this Article shall be forwarded to the Assistant Deputy Comptroller upon implementation.

(3) The Bank shall implement and adhere to the program and 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 XII

### 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 non-compliance with such actions in a timely and appropriate manner; and
- (d) require corrective action be taken in a timely manner of any non-compliance with such actions.

(6) This Agreement is intended to be, and shall be construed to be, a supervisory “written agreement entered into with the agency” as contemplated by 12 U.S.C. § 1818(b)(1), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract. The Bank also expressly acknowledges that no officer or employee of the Office of the Comptroller of the Currency has statutory or other authority to bind the United States, the U.S. 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/  
Melissa F. Scofield  
Assistant Deputy Comptroller  
New York Field Office

7/22/2014  
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.

<u>/s/</u> Donald Frain	<u>7/22/2014</u> Date
<u>/s/</u> George Lazaridis	<u>7/22/2014</u> Date
<u>/s/</u> Evan Metalios	<u>7/22/2014</u> Date
<u>/s/</u> Michael Piracci	<u>7/22/2014</u> Date
<u>/s/</u> Daniel Rowe	<u>7/22/2014</u> Date
<u>/s/</u> Steven Schnall	<u>7/22/2014</u> Date
<u>/s/</u> Michael Wirth	<u>7/22/2014</u> Date