#2015-098

AGREEMENT BY AND BETWEEN
Anthem Bank & Trust
Plaquemine, Louisiana
and
The Comptroller of the Currency

Anthem Bank & Trust, Plaquemine, Louisiana ("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 at the Bank unsafe or unsound banking practices relating to earnings, strategic planning, capital planning, and allowance for loan and lease losses.

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) The Bank is designated in "troubled condition," as set forth in 12 C.F.R. § 163.555, unless otherwise informed in writing by the Comptroller. In addition, this Agreement shall cause the Bank not to be designated as an "eligible depository institution" for purposes of 12 C.F.R. § 5.3(h), 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 for the New Orleans Field Office of the Comptroller ("ADC") pursuant to this Agreement shall be forwarded to the:

Assistant Deputy Comptroller
New Orleans Field Office
Office of the Comptroller of the Currency
3838 North Causeway Boulevard, Suite 2890
Metairie, Louisiana 70002-8105

Article II

COMPLIANCE COMMITTEE

(1) Within thirty (30) calendar days of the effective date of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) directors, of which no more than one (1) shall be an employee or controlling shareholder of the Bank or any of its affiliates (the term "affiliate" is defined in 12 U.S.C. § 371c(b)(1), as made applicable to savings associations pursuant to 12 U.S.C. § 1468(a)), 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

membership, the name of any new member, shall be submitted promptly in writing to the ADC. 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 ninety (90) calendar days of the effective date of this Agreement and quarterly 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.

The Board shall forward a copy of each of the Compliance Committee's reports, with any additional comments by the Board, to the ADC within ten (10) calendar days of receiving such report.

Article III

CAPITAL PLAN AND HIGHER MINIMUMS

(1) As of the effective date of this Agreement and thereafter, the Bank shall maintain the following minimum capital ratios (as such terms are used in 12 C.F.R. Part 3):

(a) a total capital ratio equal to, or greater than, thirteen percent (13%); and

(b) a leverage ratio equal to, or greater than, nine percent (9%).

(2) The requirement in this Agreement to meet and maintain a specific capital level means that the Bank may not be deemed to be "well capitalized" for purposes of 12 U.S.C. § 1831o and 12 C.F.R. Part 6 pursuant to 12 C.F.R. § 6.4(b)(1)(iv).

(3) Within ninety (90) calendar days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written three-year capital plan. The capital plan shall include:

(a) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of paragraph (1);

(b) financial statement projections for growth and capital requirements over the three-year period of the capital plan, including without limitation projections of the Bank's leverage ratio and total capital ratio over the three-year period, based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities;

(c) projections of the sources, timing, and utilization of additional capital to meet the Bank's current and future needs over the three-year period;

(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, and would remain following payment of such dividend, in compliance with its approved capital plan;

(ii) when the Bank is, and would remain following payment of such dividend, in compliance with 12 C.F.R. Part 163, Subpart E; and

(iii) with the prior written determination of no supervisory objection by the ADC. Upon receiving from the ADC a written determination of no supervisory objection, the Bank shall implement and adhere to the dividend policy.

(4) Upon completion, the Bank's capital plan shall be submitted to the ADC for a prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the ADC, the Bank shall implement and adhere to the capital plan. If the ADC provides a written notice of supervisory objection to the draft capital plan, the Board shall promptly amend it as necessary in order appropriately to address the basis of such supervisory objection, thereafter implement it, and ensure Bank adherence to it. The Board shall review and, subject to the prior written notice of no supervisory objection by the Comptroller, update the Bank's capital plan on an annual basis, or more frequently if necessary.

Article IV

STRATEGIC PLAN

(1) Within ninety (90) calendar days of the effective date of this Agreement, the Board shall adopt, implement, 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, reduction in the volume of nonperforming

assets, 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, 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;

(e) an evaluation of the Bank's internal operations, staffing requirements, board and management information systems and policies and procedures for their adequacy and contribution to the accomplishment of the goals and objectives developed under (1)(c) of this Article;

(f) a management employment and succession program to promote the retention and continuity of capable management;

(g) a limitation, based on a specific percentage of the Bank's tier 1 capital, as defined at 12 C.F.R. § 3.2, on each major line of business in which the Bank does engage, or plans to engage;

(h) an identification of, and justification for, the geographic locations in which the Bank will market any of its products or provide any of its products;

(i) an action plan to improve bank earnings and general financial performance, ensure capital adequacy, reduce the Bank's level of credit risk, and otherwise accomplish identified strategic goals and objectives, including individual responsibilities, specific actions to be taken, accountability and specific time frames;

(j) financial forecasts and projections for major balance sheet and income statement accounts, targeted financial ratios, and growth projections over the period covered by the strategic plan;

(k) control systems to mitigate risks associated with planned new products, growth, or any proposed changes in the Bank's operating environment;

(l) assignment of individual responsibilities and accountability for the strategic planning process, the achievement of each goal and objective set forth in the plan, the offering of new products, the achievement and monitoring of growth goals, and proposing changes in the Bank's operating environment; and

(m) systems to monitor the Bank's progress in meeting the plan's goals and objectives.

(2) Upon adoption, a copy of the strategic plan shall be forwarded to the ADC for review and a prior written determination of no supervisory objection. Upon receiving a prior written determination of no supervisory objection from the ADC, the Bank shall implement and adhere to the strategic plan. If the ADC provides a written notice of supervisory objection to the draft strategic plan, the Board shall promptly amend it as necessary in order appropriately to address the basis of such supervisory objection, thereafter implement it, and ensure Bank adherence to it.

(3) The Board shall adopt a revised three-year strategic plan annually or more frequently if conditions warrant. Upon adoption, a copy of the revised strategic plan shall be forwarded to the ADC for review and a prior written determination of no supervisory

objection. Upon receiving a prior written determination of no supervisory objection from the ADC, the Bank shall implement and adhere to the strategic plan. If the ADC provides a written notice of supervisory objection to the revised strategic plan, the Board shall promptly amend it as necessary in order appropriately to address the basis of such supervisory objection, thereafter implement it, and ensure Bank adherence to it.

(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 V

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within ninety (90) calendar days of the effective date of this Agreement, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall establish a written program for the maintenance of an adequate Allowance. This review and program shall be designed to conform to the guidance pertaining to the maintenance of a proper Allowance found in the Interagency Policy Statement on the Allowance for Loan and Lease Losses (which may be found attached to OCC Bulletin 2006-47), to such guidance found in the "Allowance for Loan and Lease Losses" booklet of the Comptroller's Handbook, and to other applicable guidance, if any, regarding maintenance of adequate Allowance that the Comptroller may have issued by such time. The program shall focus particular attention on the following factors:

(a) results of the Bank's internal loan review;

(b) results of the Bank's external loan review;

(c) an estimate of inherent loss exposure on each significant credit;

(d) loan loss experience;

(e) trends of delinquent and nonaccrual loans;

(f) concentrations of credit in the Bank; and

(g) 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) A copy of the Board's program shall be submitted to the ADC for review and a prior written determination of no supervisory objection. Upon receiving a prior written determination of no supervisory objection from the ADC, the Bank shall implement and adhere to the program. If the ADC provides a written notice of supervisory objection to the submitted program, the Board shall promptly amend it as necessary in order appropriately to address the basis of such supervisory objection, thereafter implement it, and ensure Bank adherence to it.

(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 VI

CLOSING

(1) Although the Board has agreed to submit certain programs and reports to the ADC 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 ADC 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 his hand on behalf of the Comptroller.

/s/
David A. Clay
Assistant Deputy Comptroller
New Orleans Field Office
Office of the Comptroller of the Currency

8-5-15
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/	8/5/15
G. Lloyd Bouchereau, Jr.	Date
/s/	8/5/15
Daniel Diaz Leyva	Date
/s/	8/5/15
Lee Guarisco	Date
/s/	8/5/15
John H. Mackey	Date
/s/	8/5/15
J.A. “ Jay” McEntire, IV	Date
/s/	8/5/15
Rodger D. Shay, Jr.	Date
/s/	8/5/15
Bobby Stanley	Date
/s/	8/5/15
Edward Steinmetz	Date
/s/	8/5/2015
Danny Strickland	Date