

AGREEMENT BY AND BETWEEN

Clay County Savings Bank

Liberty, Missouri

and

The Comptroller of the Currency

Clay County Savings Bank, Liberty, Missouri (“Bank”) and the Comptroller of the Currency of the United States of America (“Comptroller”)¹ wish to protect the interests of the depositors and other customers 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 or unsound banking practices including weak credit administration and risk management practices, and ineffective oversight of the Bank by management and the Board of Directors (“Board”).

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

¹ Pursuant to Title III of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. 111-203, 124 Stat. 1376 (2010), all functions of the Office of Thrift Supervision (“OTS”) related to Federal savings associations were transferred to the Office of the Comptroller of the Currency (“OCC”) on July 21, 2011. See Dodd-Frank Act, § 312(b), 12 U.S.C. § 5412. Pursuant to § 316(a)(2)(B), of the Dodd-Frank Act, 12 U.S.C. § 5414(a)(2)(B), Title III does not abate any action or proceeding commenced by or against the Director of the OTS or the OTS before July 21, 2011, except that ... for any action or proceeding arising out of a function of the OTS or the Director of the OTS transferred to the OCC or the Comptroller of the Currency by this title, the OCC or the Comptroller of the Currency shall be substituted for the OTS or the Director of the OTS, as the case may be, as a party to the action or proceeding on and after the transfer date of July 21, 2011.

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. § 163.555.² *See* 12 U.S.C. § 1831(i).

(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 not be eligible for “expedited treatment” within the meaning of 12 C.F.R. § 116.5, unless otherwise informed in writing by the Comptroller.

(6) This Agreement shall not be construed to require the Bank to meet and maintain a specific capital level as described in 12 C.F.R. § 165.4(b)(1)(iv).

(7) 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 the:

Assistant Deputy Comptroller
Kansas City Field Office
1027 South Main Street, Suite 405
Joplin, Missouri 64801

² Effective July 21, 2011, to facilitate the OCC’s enforcement and administration of former OTS rules and to make appropriate changes to those rules to reflect OCC supervision of Federal savings associations as of the transfer date, the OCC republished and re-codified in 12 C.F.R. Chapter I all OTS regulations from 12 C.F.R. Chapter V that the OCC has the authority to promulgate and enforce, with appropriate nomenclature and other technical changes. 76 Fed. Reg. 48,950 (August 9, 2011).

Article II

Compliance Committee

(1) Within fifteen (15) days, the Board shall appoint a Compliance Committee of at least three (3) directors, of which no more than one (1) shall be an employee of the Bank or any of its affiliates (as the term “affiliate” is defined in 12 U.S.C. § 371(c)(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 thirty (30) days, 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.

(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.

(5) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the requirements of this Agreement.

Article III

Operational and Management Assessment

(1) Within sixty (60) days, the Board shall employ a qualified consultant to perform an Assessment of the Bank's operations, structure and management ("Assessment"). The scope of the Assessment shall provide for a written report to be filed with the Board. Such report shall, at a minimum, include findings and recommendations regarding:

- (a) whether the Bank's expenses may be reduced, including consideration of the cost effectiveness and feasibility of the Bank's branch structure;
- (b) specific ways, relative to the Bank's current financial position, to improve earnings through revenue enhancement;
- (c) the Bank's strengths and weaknesses relative to its risk profile and current condition;
- (d) whether each senior officer possesses the knowledge, skills, abilities and experience required to perform present and anticipated duties;
- (e) the appropriateness of the current organizational structure and staffing levels as they relate to the Bank's size, complexity and present condition, including, at a minimum:
 - (i) the internal asset review function;
 - (ii) prudent credit administration practices;
 - (iii) employee job skills and abilities; and
 - (iv) employee salaries; and
- (f) recommended actions regarding all areas encompassed within the scope of the Assessment.

(2) Prior to the appointment or employment of any individual as consultant or entering into any contract with any consultant, the Board shall submit the name and qualifications of the proposed consultant and the proposed scope and terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. After the OCC has advised the Bank that it does not take supervisory objection to the consultant or the scope of the review, the Board shall immediately engage the consultant pursuant to the proposed terms of the engagement.

(3) The Board shall incorporate the findings and recommendations contained in the Assessment into the Bank's Three-Year Plan adopted pursuant to Article IV of this Agreement.

(4) A copy of any reports submitted to the Board pursuant to this Article shall be maintained in the books and records of the Bank.

Article IV

Capital and Strategic Plan

(1) Effective immediately, the Bank shall only declare dividends or make any other capital distributions when:

- (a) the Bank is in compliance with the Bank's Three-Year Plan as described below;
- (b) the Bank is in compliance with all applicable laws and regulations relating to the payment of dividends; and
- (c) the Bank has received a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(2) Within ninety (90) days of receiving the Assessment report required by Article III of this Agreement, the Board shall develop a written strategic plan for the Bank covering at least

the next three years (“Bank’s Three-Year Plan”), complete with specific time frames that incorporate the strategic and other requirements of this Article. A copy of the Bank’s Three-Year Plan, and any subsequent modifications thereto, shall be forwarded to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(3) The Bank’s Three-Year Plan shall incorporate the findings and recommendations from the Assessment conducted pursuant to Article III of this Agreement, and shall establish objectives and projections for the Bank’s overall risk profile, earnings performance, growth expectations, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, together with specific strategies to achieve those objectives, that are specific, measurable, verifiable, and, at a minimum, address or 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 quantifiable measures with specific implementation dates, individual responsibilities, and accountability to ensure the Bank attains sustained earnings to support capital and liquidity;
- (d) the development of a capital management strategy consistent with guidance set forth in CEO Memorandum 380 “Capital Management,” March 15, 2011, or any successor guidance, to include capital targets commensurate with the Bank’s risk profile, procedures to stress test the adequacy of capital, and specific capital risk triggers that would prompt injections of capital;

- (e) primary sources the Bank can access to strengthen its capital structure, as well as secondary sources of capital to supplement the primary sources;
- (f) the identification of present and future product line development (assets and liabilities) and market segments that the Bank intends to develop or promote;
- (g) 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 pursuant to this Article;
- (h) specific plans to establish responsibilities and accountability for the strategic planning process, new products, proposed changes in the Bank's operating environment, reduction of problem assets, and Bank-wide consistent application of policies and procedures;
- (i) control systems to identify and reduce risk to earnings, capital, and liquidity, and risks associated with any proposed changes in the Bank's operating environment;
- (j) recognition that the Bank cannot offer or introduce new products, enter new market segments, or significantly expand any existing product unless it first develops appropriate systems, controls, and expertise to manage and control the associated risks;
- (k) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the next three

years that shall address or include consideration of the requirements of this Agreement;

- (l) asset quality targets adopted pursuant to the requirements of Article X of this Agreement;
- (m) a process to monitor the Bank's progress in meeting the Three-Year Plan's goals and objectives and to periodically review and revise the Bank's Three-Year Plan, as necessary, including specific benchmarks that would prompt a revision of goals and objectives if significant plan variances develop;
- (n) a Board reporting process that holds management accountable for explaining significant deviations and adjusting strategies as necessary to achieve targeted results; and
- (o) a program addressing management and staff job performance and compensation that establishes requirements for periodic performance evaluations, develops specific performance assessment standards according to job function, provides a description of how performance will affect compensation, and does not encourage excessive risk taking.

(4) The Bank may not initiate any action that deviates significantly from the Board-approved Three-Year Plan without a written determination of no supervisory objection from the Assistant Deputy Comptroller. The Board must give the Assistant Deputy Comptroller a thirty (30) day advance, written notice of its intent to deviate significantly from the Bank's Three-Year Plan, along with an assessment of the impact of such change on the Bank's condition, including a profitability analysis and an evaluation of the adequacy of the Bank's organizational structure,

staffing, management information systems, internal controls, and written policies and procedures to identify, measure, monitor, and control the risks associated with the change in the Bank's Three-Year Plan.

(5) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to the Bank's Three-Year Plan.

Article V

Allowance for Loan and Lease Losses

(1) Within sixty (60) days, the Board shall ensure the Bank has appropriate written policies and procedures for maintaining an adequate Allowance for Loan and Lease Losses ("Allowance") in accordance with GAAP. The Allowance policies and procedures shall be consistent with 12 C.F.R. § 160.160 and applicable regulatory guidance, including, but not limited to, OCC Bulletin 2006-47 (Guidance and Frequently Asked Questions (FAQ's) on the ALLL), December 13, 2006; and OCC Bulletin 2001-37 (Policy Statement on Allowance for Loan and Lease Losses Methodologies and Documentation for Banks and Savings Institutions: ALLL Methodologies and Documentation), July 20, 2001, and shall at a minimum include:

- (a) procedures for determining whether a loan is impaired and measuring the amount of impairment, consistent with Accounting Standards Codification 310-10 (formerly known as FASB Statement of Financial Accounting Standards No. 114, Accounting by Creditors for Impairment of a Loan);
- (b) procedures for segmenting the loan portfolio and estimating loss on groups of loans, consistent with Accounting Standards Codification 310-10 and

450-20 (formerly known as FASB Statement of Financial Accounting Standards No. 5, Accounting for Contingencies);

- (c) procedures to ensure that loss histories on loans include all charge offs and specific valuation allowances, including the initial write down upon repossession;
- (d) procedures for validating the Allowance methodology;
- (e) procedures to ensure that the estimation of credit losses considers relevant qualitative and environmental factors, with particular focus on the following:
 - (i) trends in the Bank's internal risk ratings, delinquent, and nonaccrual loans;
 - (ii) results of the Bank's external loan review;
 - (iii) the quality of credit risk management, including trends of credit and collateral exceptions;
 - (iv) concentrations of credit in the Bank;
 - (v) present and prospective economic conditions; and
 - (vi) experience of the Bank's lending staff; and
- (f) procedures to ensure that all calculations and decisions affecting the Bank's Allowance determination are supported by documentation.

(2) The Allowance program shall provide for a process for summarizing and documenting, for the Board's review and approval, the amount to be reported in the Consolidated Report of Income and Condition ("Call Report") for the Allowance. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Call Report,

by additional provisions. Written documentation shall be maintained indicating the factors considered and conclusions reached by the Board in determining the adequacy of the Allowance.

Article VI

Credit Risk Management

(1) Effective immediately, the Board shall ensure the Bank maintains and adheres to lending policies and procedures to ensure appropriate credit risk management and underwriting consistent with 12 C.F.R. §§ 160.101, 160.170, and the guidelines set forth in OTS' *Examination Handbook*, Asset Quality Sections 201, 210, 213 and 214, and any successor regulation or guidance, that include, at a minimum procedures to ensure that at least annually, and more frequently should the circumstances of the credit so require, loan officers obtain and analyze current and satisfactory credit information for all credit relationships exceeding one hundred thousand dollars (\$100,000), including performing and documenting analysis of credit information and a global cash flow analysis for all borrowers and guarantors, including all direct and indirect obligations, contingent liabilities, liquidity, and personal expenses, such that the Bank may determine borrower and guarantor repayment capacity.

(2) Within sixty (60) days, the Board shall prepare and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a written program by which the Bank shall identify, track, report and reduce credit, collateral, and policy exceptions. Such program shall include, at a minimum:

- (a) defining characteristics of credit, collateral, and policy exceptions, and Board-established tolerances for exceptions, by type, as a percentage of total loans;

- (b) a process to track exceptions by number and dollar amount as a percentage of total loans and for reporting these statistics to the Board;
- (c) policies and procedures to hold loan officers accountable for compliance with the requirements of this Article (to include, at a minimum, consideration in periodic performance reviews and compensation), and for reducing exceptions to levels within the Board-established limits; and
- (d) revisions to the Bank's Loan Policy, to include, at a minimum:
 - (i) standards for when credit, collateral, or policy exceptions are appropriate;
 - (ii) guidance regarding when covenants should be included in loan agreements to control exceptions;
 - (iii) a statement of the Board's tolerances for credit, collateral, and policy exceptions, as a percentage of total loans, along with the identification of factors that can mitigate exceptions; and
 - (iv) a description of how the level of exceptions shall be tracked and reported to the Board.

(3) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller to the program established pursuant to this Article, the Board shall take the necessary steps to ensure that the Bank immediately implements and thereafter adheres to the terms of the program established pursuant to this Article.

(4) The Board shall take the necessary steps to ensure that current and satisfactory credit and proper collateral information is maintained on all loans. Within thirty (30) days of notification, the Board shall ensure that the Bank takes the necessary steps to obtain any missing

credit or collateral information described in the Report of Examination dated September 12, 2011 (“ROE”), in any internal or external loan review, or in any listings of loans lacking such information provided to management at the conclusion of an examination.

Article VII

Credit Risk Ratings and Troubled Asset Accounting

(1) Within sixty (60) days, the Board shall develop and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a program to ensure that the risk associated with the Bank’s loans and other assets is properly reflected and accounted for on the Bank’s books and records and that the Bank does not improperly recognize income. The Bank’s program shall include, at a minimum, provisions requiring that:

- (a) the Bank’s loans and other assets are appropriately and timely risk rated and charged off using a loan grading system that is based upon current facts, existing repayment terms and that is consistent with the requirements set forth in 12 C.F.R. § 160.160, and the OTS’ *Examination Handbook*, Section 260, “Classification of Assets,” July 2010, and any successor regulation or guidance;
- (b) the Bank’s loans and other assets are timely placed on nonaccrual in accordance with the instructions for the preparation of Call Reports, and the OTS’ *Examination Handbook*, Section 260, “Classification of Assets,” July 2010, and any successor regulation or guidance;
- (c) the Bank’s loan and other assets are timely designated as troubled debt restructurings in accordance with the instructions for preparation of Call Reports and consistent with Accounting Standards Codification 310-40

(formerly known as FASB Statement of Financial Accounting Standards No. 15) and Accounting Standards Update 2011-2;

- (d) the Bank's loans and other assets are timely designated as impaired and impairment is timely measured, consistent with Accounting Standards Codification 310-10 (formerly known as FASB Statement of Financial Accounting Standards No. 114); and
- (e) lending officers conduct periodic, formal reviews for determining the appropriate risk rating and accrual status.

(2) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall take the necessary steps to ensure the Bank immediately implements and thereafter adheres to the program adopted pursuant to this Article.

Article VIII

External Loan Review

(1) Within ninety (90) days, the Board shall employ a qualified, independent consultant to perform semi-annual asset quality reviews of the Bank's loan portfolio. The scope of the external loan review shall provide for a written report to be filed with the Board after each review and shall use a loan and lease grading system consistent with the guidelines set forth in 12 C.F.R. § 160.160, and the OTS' *Examination Handbook*, Section 260, "Classification of Assets," July 2010, and any successor regulation or guidance. Such reports shall, at a minimum, include comments and conclusions regarding:

- (a) the identification, type, rating, and amount of problem loans and leases;
- (b) the identification and amount of delinquent and nonaccrual loans;
- (c) the identification/status of credit related violations of law or regulation;

- (d) loans not in conformance with the Bank's lending policies;
- (e) credit underwriting and documentation exceptions;
- (f) credit analysis and documentation of such;
- (g) accuracy of internal risk ratings;
- (h) overall credit administration practices;
- (i) completeness and effectiveness of problem loan workout plans; and
- (j) an assessment of the Bank's efforts to comply with Article VII of this Agreement and further actions needed to achieve compliance.

(2) Prior to the appointment or employment of any individual as loan review consultant or entering into any contract with any consultant, the Board shall submit the name and qualifications of the proposed consultant and the proposed scope and terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller to the consultant and scope of the review, the Board shall immediately engage the consultant pursuant to the proposed terms of the engagement.

(3) The Board or a designated committee thereof shall review the independent loan review reports and ensure that, if appropriate, immediate, adequate, and continuing remedial action is taken based upon the findings noted in the reports.

(4) A copy of the reports submitted to the Board, as well as documentation of the action taken by the Bank to collect or strengthen assets identified as problem credits, shall be maintained in the books and records of the Bank.

(5) The Bank shall not terminate the consultant's asset quality review services without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

Article IX

Other Real Estate Owned

(1) Effective immediately, the Board shall take the necessary steps to ensure the Bank holds, manages and accounts for its Other Real Estate Owned ("OREO") in accordance with GAAP, the OTS' *Examination Handbook*, Section 251, "Real Estate Owned and Repossessed Assets," December 2010, and 12 C.F.R. § 160.172, and any successor regulation or guidance, to include, at a minimum:

- (a) proper accounting procedures for OREO properties from transfer to the Bank and until and upon sale to a third party;
- (b) procedures to require timely appraisals and evaluations;
- (c) the exercise of diligent sales efforts;
- (d) accurate and timely reporting systems; and
- (e) the preparation of quarterly action plans that provide the Board with the status of each OREO property and that:
 - (i) identify the Bank officer(s) responsible for managing and authorizing transactions relating to the OREO properties;
 - (ii) contain an analysis of each OREO property which compares the cost to carry against the financial benefits of near term sale;
 - (iii) detail the marketing strategies for each parcel;

- (iv) identify targeted time frames for disposing each parcel of OREO;
and
- (v) establish procedures to require periodic market valuations of each property, and the methodology to be used.

(2) Within ninety (90) days, the Board shall prepare and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a written program designed to ensure that the Bank complies with Paragraph (1) of this Article. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall take the necessary steps to ensure the Bank immediately implements and thereafter adheres to the program adopted pursuant to this Article.

Article X

Problem Asset Management

(1) Effective immediately, the Board shall take immediate and continuing action to protect its interest in those assets criticized (special mention, substandard, doubtful, loss) in the ROE, in any subsequent Report of Examination, by internal or external loan review, or in any list provided to management during any examination.

(2) Within thirty (30) days, the Board shall adopt and thereafter adhere to a written plan designed to reduce the Bank's criticized assets (the "Criticized Assets Reduction Plan" or "CARP") that includes specific plans for the reduction of classified and special mention assets by asset type with target reductions by quarter.

(3) The Board's compliance with Paragraphs (1) and (2) of this Article shall include the development of procedures for the quarterly submission and review of all criticized (special mention and classified) credit relationships or parcels of OREO totaling one hundred thousand

dollars (\$100,000) or more, and that require the preparation of Criticized Asset Reports (“CARs” or “CAR”) that contain, at a minimum, analysis and documentation of the following:

- (a) an identification of the expected sources of repayment and an analysis of their adequacy;
- (b) the appraised value of supporting collateral and the position of the Bank’s lien on such collateral where applicable, as well as other necessary documentation to support the collateral valuation;
- (c) an analysis of current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations;
- (d) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment;
- (e) trigger dates for positive borrower actions or for loan officers to reassess the strategy, enact collection plans, and make appropriate downgrades or place on nonaccrual;
- (f) a determination of whether the loan is considered a troubled debt restructuring, should be placed on nonaccrual, and/or is impaired and the amount of the impairment, consistent with Accounting Standards Codification 310-10 (formerly known as FASB Statement of Financial Accounting Standards No. 114); and
- (g) for criticized relationships of one hundred thousand dollars (\$100,000) or above that were made for the purpose of constructing or developing real estate, the CARs shall also include:

- (i) the initial scheduled maturity date of the loan, number of extensions and/or renewals, and current maturity date;
- (ii) project development status;
- (iii) a comparison of development costs to the budgeted amount;
- (iv) a comparison of sales activity to the original sales projections;
- (v) amount of initial interest reserve and the amount of any subsequent additions to the reserve;
- (vi) an assessment of the borrower's global cash flow;
- (vii) an assessment of any guarantor's global cash flow; and
- (viii) any other significant information relating to the project.

(4) A copy of each CAR, along with any Board comments regarding the effectiveness of the effort to eliminate the weaknesses in each credit, shall be available for the inspection of the Comptroller's examiners within thirty (30) days after the end of each calendar quarter.

(5) Effective as of the date of this Agreement, the Bank may not extend credit, directly or indirectly, including renewals, extensions or capitalization of accrued interest, to a borrower whose loans or other extensions of credit are criticized internally, in the ROE, in any subsequent Report of Examination, in any internal or external loan review, or in any list provided to management during any examination and whose aggregate loans or other extensions of credit equal or exceed one hundred thousand dollars (\$100,000), unless each of the following conditions is met:

- (a) the Board or a designated committee thereof finds that the extension of additional credit is necessary to promote the best interests of the Bank and that prior to renewing, extending or capitalizing any additional credit, a

majority of the Board or a designated committee thereof approves the credit extension and documents in writing, the reasons that such extension is necessary to promote the best interests of the Bank; and

- (b) the Board's formal plan to collect or strengthen the criticized asset will not be compromised by the extension of credit.

Article XI

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 accepted, 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/

Doug Pittman
Assistant Deputy Comptroller
Kansas City Field Office

05/23/2012

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> Larry L. Blosser	<u>05/23/2012</u> Date
<u>/s/</u> John R. Davis	<u>05/23/2012</u> Date
<u>/s/</u> Robert F. Durden	<u>05/23/2012</u> Date
<u>/s/</u> George A. McKinley	<u>05/23/2012</u> Date
<u>/s/</u> Keith A. Oberkom	<u>05/23/2012</u> Date
<u>/s/</u> Mario Usera	<u>05/23/2012</u> Date
<u>/s/</u> Paul D. Wheeler	<u>05/23/2012</u> Date