

UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY

In the Matter of: )  
Resolute Bank ) AA-EC-2018-51  
Maumee, Ohio )

CONSENT ORDER

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”), through his authorized representative, has supervisory authority over Resolute Bank, Maumee, Ohio (“Bank”);

WHEREAS, the Bank, by and through its duly elected and acting Board of Directors (“Board”), has executed a “Stipulation and Consent to the Issuance of a Consent Order” (“Stipulation”), dated September 5, 2018, that is accepted by the Comptroller, through his duly authorized representative; and

WHEREAS, by this Stipulation, which is incorporated by reference, the Bank has consented to the issuance of this Consent Order (“Order”) by the Comptroller.

NOW, THEREFORE, pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818, the Comptroller hereby orders that:

ARTICLE I

COMPLIANCE COMMITTEE

(1) Within fifteen (15) days of the date of this Order, the Board shall appoint and maintain a Compliance Committee of at least three (3) directors, of which at least two (2) shall not be employees, former employees, or controlling shareholders of the Bank or any of its affiliates (as the term “affiliate” is defined in 12 U.S.C. § 371c(b)(1) and 12 C.F.R. § 223.2, as

modified by 12 C.F.R. § 223.72), 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 immediately submitted in writing to the Director for Special Supervision (“Director”) at the Office of the Comptroller of the Currency (“OCC”). The Compliance Committee shall be responsible for monitoring and coordinating the Bank’s adherence to the provisions of this Order.

(2) The Compliance Committee shall meet at least monthly.

(3) Within thirty (30) days of the date of this Order, and by the end of every month thereafter or within such other period as the Director requires in writing, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

- (a) a description of the actions needed to achieve full compliance with each Article of this Order, Bank personnel responsible for implementing the corrective actions, and the timeframes for completion;
- (b) actions taken to comply with each Article of this Order; 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 Director within ten (10) days of receiving such report.

## ARTICLE II

### BOARD SUPERVISION AND MANAGEMENT

(1) Within ninety (90) days of the date of this Order, the Board shall ensure that the Bank has effective and qualified management in place for all senior executive officer positions to carry out the Board’s policies, take the necessary steps to implement corporate governance and decision-making processes to correct the Bank’s deficient practices as described in the most

recent Report of Examination (“ROE”) or any supervisory or regulatory communications, and take the necessary steps to ensure compliance with applicable laws, rules, and regulations and compliance with the Order. Within ninety (90) days of the date of this Order, the Board shall ensure the following:

- (a) that capable senior executive officers are in place to perform present and anticipated duties, factoring in each officer’s actual performance, experience, and qualifications, compared to their position description, duties and responsibilities, with particular emphasis on their proposed responsibilities to execute the Strategic Plan required by Article III of this Order, achieve and maintain the minimum capital ratios required by Article IV of this Order, and correct the deficient practices identified in the most recent ROE;
- (b) the identification of future senior executive management staffing requirements of each area of the Bank;
- (c) that clear lines of responsibility and authority exist for each member of senior executive management;
- (d) that a management employment and succession program is in place to promote the retention and continuity of capable management;
- (e) that sufficient Bank policies, processes, personnel, and control systems are in place to effectively implement and adhere to all provisions of this Order;
- (f) that Bank personnel have sufficient training and authority to execute their duties and responsibilities under this Order;

- (g) that an adequate process is in place to evaluate, at least annually, the Bank's overall internal operations, staffing, Board and management oversight and information systems, policies, procedures, and other risk management systems with time sensitive strategies to address any deficiencies;
- (h) that a sufficient process is in place to ensure that management appropriately responds to any audit, compliance, and/or regulatory criticisms; and
- (i) that the Board receives and reviews sufficient information from management (including scope, frequency, timing, and content) regarding the operation of the Bank and compliance with this Order to enable the Directors to provide oversight and fulfill their fiduciary duties and other responsibilities under law and in accordance with safe and sound practices (refer to "Corporate and Risk Governance" booklet of the *Comptroller's Handbook* for further guidance).

(2) The Board shall perform and prepare an annual written performance appraisal for the Bank's President and Chief Executive Officer. The Board shall ensure that an annual written performance appraisal is performed and prepared for all other Bank senior executive officers. Each annual written performance appraisal shall evaluate the performance of each senior executive officer according to the position's description and responsibilities. If necessary and as appropriate, the Board shall engage a qualified independent third party to assist the Board in preparing the written performance appraisals. Each annual written performance appraisal also must evaluate the following as it applies to each senior executive officer:

- (a) compliance with objectives established by the Board;
- (b) compliance with Board approved policies and procedures;
- (c) compliance with Board approved strategic and capital plans;
- (d) development and implementation of action plans to remedy issues raised in ROEs, any supervisory or regulatory communications, or audit reports and compliance therewith; and
- (e) compliance with laws, regulations, and the Order.

(3) The Board shall ensure that the Bank addresses any deficiencies identified pursuant to paragraph two (2) of this Article.

### ARTICLE III

#### STRATEGIC PLAN

(1) Within one-hundred twenty (120) days of the date of this Order, the Board shall prepare and forward to the Director for review, pursuant to paragraph (3) of this Article, a written Strategic Plan for the Bank that is acceptable to the Director, covering at least a three (3) 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 and liquidity adequacy, together with strategies to achieve those objectives, and shall, at a minimum, include:

- (a) a mission statement that forms the framework for the establishment of strategic goals and objectives;
- (b) the strategic goals and objectives to be accomplished, including key financial indicators and risk tolerances;
- (c) an assessment of the Bank's strengths, weaknesses, opportunities and

- threats that impact strategic goals and objectives;
- (d) an identification and prioritization of initiatives and opportunities, including timeframes that take into account the requirements of this Order;
  - (e) a risk profile that evaluates credit, interest rate, liquidity, price, operational, compliance, strategic and reputation risks in relationship to capital, earnings, and the Bank's current and projected financial condition and ability to withstand periods of stress;
  - (f) a description of the Bank's targeted market(s), competitive factors in its identified target market(s), and a description of control systems to mitigate risks in the Bank's market(s);
  - (g) an assessment of the Bank's present and planned products and services on or off balance sheet;
  - (h) the identification of appropriate risk management systems to identify, measure, monitor, and control risks (including but not limited to policies and procedures over the credit, investment, funding, pricing, operational, and accounting functions that are consistent with safe and sound banking practices) within the Bank's present and planned products and services, on or off balance sheet;
  - (i) the identification of marketing strategies, marketing partners and funding strategies;
  - (j) financial projections which shall be consistent with the Capital Plan required by Article IV of this Order;

- (k) assigned responsibilities and accountability for the strategic planning process; and
- (l) a description of systems and metrics designed to monitor the Bank's progress in meeting the Strategic Plan's goals and objectives.

(2) If the Board's Strategic Plan under paragraph (1) of this Article includes a proposed sale or merger of the Bank, the Strategic Plan shall, at a minimum, address the steps that will be taken and the associated timeline to ensure that within ninety (90) days after the receipt of the Director's written determination of no supervisory objection to the Strategic Plan, a definitive agreement for the sale or merger is executed.

(3) Prior to adoption by the Board, a copy of the Strategic Plan and any subsequent amendments or revisions thereto shall be submitted to the Director for review and prior written determination of no supervisory objection. At the next Board meeting following receipt of the Director's written determination of no supervisory objection, the Board shall adopt and the Bank, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Strategic Plan and any amendments or revisions thereto.

(4) The Bank may not initiate any action that deviates significantly from the Strategic Plan (that has received a no supervisory objection from the Director and that has been adopted by the Board) without a written determination of no supervisory objection from the Director. The Board must give the Director at least thirty (30) days advance written notice of its intent to deviate significantly from the Strategic 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 ("MIS"), internal controls, and written policies and procedures to identify, measure, monitor, and

control the risks associated with the change in the Strategic Plan. For the purposes of this Article, changes that may constitute a significant deviation from the Strategic Plan include, but are not limited to, a change in the Bank's products and services, marketing strategies, marketing partners, underwriting practices and standards, credit administration, account management, collection strategies or operations, fee structure or pricing, accounting processes and practices, or funding strategies, any of which, alone or in the aggregate, may have a material impact on the Bank's operations or financial performance; or any other changes in personnel, operations, or external factors that may have a material impact on the Bank's operations or financial performance.

(5) At least monthly, the Board shall review financial reports and earnings analyses that evaluate the Bank's performance against the goals and objectives established in the written Strategic 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. This review shall include a description of the actions the Board will require the Bank to take to address any deficiencies. At least quarterly, the Board shall prepare a written evaluation of the Bank's performance against the Strategic Plan that includes a description of the actions the Board will require the Bank to take to address any deficiencies, which shall be documented in the Board meeting minutes. The Board shall retain a copy of these monthly reviews and Board meeting minutes and shall forward a copy of these quarterly written evaluations to the Director within ten (10) days of completion of its quarterly written review.

(6) The Board shall review and update the Strategic Plan at least annually, no later than January 31 each year, and more frequently if necessary or if requested by the Director in

writing, to cover the next three (3) year period.

(7) Until the Strategic Plan required under this Article has received a written determination of no supervisory objection from the Director, the Bank shall not significantly deviate from the products, services, asset composition and/or size, funding sources, structure, operations, policies, procedures, and/or market(s) of the Bank that existed before this Order without first obtaining the Director's prior written determination of no supervisory objection to such significant deviation. Any request to the Director for prior written determination of no supervisory objection to a significant deviation must be submitted to the Director at least thirty (30) days in advance of the significant deviation, 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, MIS, internal controls, and written policies and procedures to identify, measure, monitor, and control the risks associated with the change.

#### ARTICLE IV

##### CAPITAL PLAN AND HIGHER MINIMUMS

(1) The Bank shall achieve by September 30, 2018, and thereafter maintain the following capital ratios as defined in 12 C.F.R. Parts 3 and 6:

- (a) Total risk-based capital ratio equal to or greater than eleven percent (11%);  
and
- (b) Leverage ratio equal to or greater than nine percent (9%).

(2) The requirement in this Order 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 one-hundred twenty (120) days of the date of this Order, 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, which shall in no event be less than the requirements of paragraph one (1) of this Article. The capital planning process shall be consistent with safe and sound practices and ensure the integrity, objectivity, and consistency of the process through adequate governance. Refer to the "Capital and Dividends" booklet of the *Comptroller's Handbook*), for guidance. 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 Director in writing.

(4) Within one-hundred twenty (120) days of the date of this Order, the Board shall forward to the Director for review, pursuant to paragraph seven (7) of this Article, a written Capital Plan for the Bank, consistent with the Strategic Plan required by Article III, covering at least a three (3) year period. The written Capital Plan shall, at a minimum:

- (a) include specific plans for the achievement and maintenance of adequate capital, which shall in no event be less than the requirements of paragraph one (1) of this Article;
- (b) identify and evaluate all material risks;
- (c) determine the Bank's capital needs in relation to material risks and strategic direction;
- (d) identify and establish a strategy to maintain capital adequacy and 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 which shall be consistent

with the Strategic Plan required by Article III; and

- (f) include specific plans detailing how the Bank will comply with restrictions or requirements set forth in this Order that will have an impact on the Bank's capital.

(5) If the Bank's written Capital Plan outlines a sale or merger of the Bank, the written Capital Plan shall, at a minimum, address the steps and the associated timeline to ensure that within ninety (90) days after the receipt of the Director's written determination of no supervisory objection to the written Capital Plan, a definitive agreement for the sale or merger is executed.

(6) The Bank may declare or pay a dividend or make a capital distribution only:

- (a) when the Bank is in compliance and would remain in compliance with its approved written Capital Plan immediately following the declaration or payment of any dividend or capital distribution;
- (b) when the Bank is in compliance with 12 C.F.R. § 5.55; and
- (c) following the prior written determination of no supervisory objection by the Director.

(7) Prior to adoption by the Board, a copy of the Bank's written Capital Plan shall be submitted to the Director for prior written determination of no supervisory objection. The Board shall review and update the Bank's written Capital Plan at least annually, no later than January 31 each year, and more frequently if requested by the Director in writing. Revisions to the written Capital Plan shall be submitted to the Director for a prior written determination of no supervisory objection. At the next Board meeting following receipt of the Director's written determination of no supervisory objection, the Board shall adopt and the Bank, subject to Board

review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the written Capital Plan and any amendments or revisions thereto.

(8) At least monthly, the Board shall review financial reports and earnings analyses that evaluate the Bank's performance against the goals and objectives established in the written 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. This review shall include a description of the actions the Board will require the Bank to take to address any deficiencies. At least quarterly, the Board shall 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 monthly reviews and preparation of the quarterly written evaluations shall be documented in the Board meeting minutes. The Board shall retain a copy of these monthly reviews and Board meeting minutes and shall forward a copy of these quarterly written evaluations and Board meeting minutes to the Director within ten (10) days of completion of its quarterly written evaluations.

(9) If the Bank fails to maintain capital ratios required by paragraph (1) of this Article, fails to submit a Capital Plan as required by paragraph (4) of this Article, or fails to implement a Capital Plan to which the Director has provided a written determination of no supervisory objection, then the Bank may, in the Director's sole discretion, be deemed undercapitalized for purposes of this Order. The Bank shall take such corrective measures as the Director may direct in writing from among the provisions applicable to undercapitalized depository institutions under 12 U.S.C. § 1831o(e) and 12 C.F.R. Part 6. For purposes of this requirement, an action "necessary to carry out the purpose of this section" under 12 U.S.C.

§ 1831o(e)(5) shall include restoration of the Bank’s capital to the minimum ratios required by this Order, and any other action deemed advisable by the Director to address the Bank’s capital deficiency or the safety and soundness of its operations.

## ARTICLE V

### LIQUIDITY MANAGEMENT

(1) Within one hundred and twenty (120) days of the date of this Order, the Board or designated committee thereof, shall develop, adopt, and ensure adherence to a comprehensive liquidity risk management program, which includes assessing, on an ongoing basis, the Bank’s current and projected funding needs and ensuring that sufficient funds or access to funds exist to meet those needs and is appropriate in light of the Bank’s risk profile, Strategic and Capital Plans and the “Liquidity” booklet of the *Comptroller’s Handbook*.

(2) Within ninety (90) days of the date of this Order, the Board shall review, revise, and thereafter ensure adherence to a safe and sound Contingency Funding Plan (“CFP”) that is reasonable and effective in ensuring that the Bank will continue to operate with adequate liquidity in the event of extraordinary demands against its funding base. Refer to the “Liquidity” booklet of the *Comptroller’s Handbook* for guidance. The CFP shall include at a minimum:

- (a) a description of specific stress scenarios, quantified projected effects of the stress scenarios on cash flows, and specific action plans in each scenario;
- (b) management’s best estimate of balance sheet changes that may result from each of the stress scenarios and corresponding action plans;
- (c) specific terms or events that trigger enactment of the plan;
- (d) necessary management information systems and reporting criteria;
- (e) management responsibilities and specific actions for enacting the plan;

- (f) prioritization of all sources of funding for the various scenarios including asset, liability, and off-balance sheet funding; and
  - (g) testing all liquidity sources at least annually.
- (3) At least annually, the Board shall revise the Bank's Liquidity Policy to fit with the Capital and Strategic Plans.

## ARTICLE VI

### INFORMATION TECHNOLOGY GOVERNANCE

(1) Within sixty (60) days of the date of this Order, the Board and management shall improve the management of the Bank's information technology ("IT") to ensure the safety and soundness of its operations, and to correct each deficient practice identified in the most recent ROE, any supervisory or regulatory communications, or audit reports.

(2) Within sixty (60) days of the date of this Order, the Board shall develop and management shall implement and adhere to, comprehensive, written IT corporate governance guidelines to ensure the safety and soundness of its operations, to require, at a minimum:

- (a) A review of the IT management oversight structure to ensure it is effective, and has qualified personnel and appropriate controls in place.
- (b) A Bank-wide assessment of risks to its customer information or customer information systems to be conducted no less than annually, and a written report evidencing such assessment. The assessment shall include:

- (i) The identification of reasonably foreseeable internal and external threats that could result in unauthorized disclosure, misuse, alteration, or destruction of customer information or customer information systems;
  - (ii) An assessment of the likelihood and potential damage from these threats, taking into consideration the sensitivity of customer information; and
  - (iii) An assessment of the sufficiency of policies, procedures, customer information systems, and internal controls to mitigate risks.
- (c) A process to monitor and control the identified risks, commensurate with the sensitivity of the information and complexity of Bank activities.
  - (d) Establishing a formal IT planning process that aligns IT with the Bank's strategic plan.
  - (e) Maintaining comprehensive network diagrams that include detail on the data flow of sensitive information outside of the Bank.
  - (f) Developing, maintaining, and annually reviewing a comprehensive inventory of Bank devices and software licenses.
  - (g) Establishing annual penetration testing on all internet connections.
  - (h) Review, revision, and Board approval of all IT policies annually, which policies shall include controls, assignment of responsibilities, and training.
  - (i) Establishing a comprehensive IT audit plan that:
    - (i) includes an IT audit universe to include, but not limited to, the business continuity program, the information security program,

third party risk management, compliance with all Bank policies and procedures, regulations, and industry standards for all of the Bank's operations; and

- (ii) provides for an annual audit at minimum.

## ARTICLE VII

### INFORMATION SECURITY PROGRAM

(1) Within sixty (60) days of the date of this Order, the Board shall develop and implement, and thereafter the Bank shall adhere to, a comprehensive, written information security program to ensure the safety and soundness of its operations, consistent with the Interagency Guidelines Establishing Information Security Standards, Appendix B of 12 C.F.R. Part 30, and to correct each deficient practice (including those related to user access) identified in the most recent ROE, any supervisory or regulatory communications, or audit reports.

## ARTICLE VIII

### BUSINESS CONTINUITY PROGRAM

(1) Within ninety (90) days of the date of this Order, the Board shall develop and implement, and thereafter the Bank shall adhere to a safe and sound comprehensive, written Business Continuity Program ("BCP"). Refer to the "Business Continuity Planning" booklet of the *FFIEC Information Technology Examination Handbook* for guidance. The BCP shall include all activities. At a minimum, the BCP shall include:

- (a) A business impact analysis that includes:
  - (i) the identification of the potential impact of uncontrolled, non-specific events on the institution's business processes and its customers; and

- (ii) an estimation of the maximum allowable downtime and acceptable levels of data, operations, and financial losses.
- (b) A risk assessment process that includes:
  - (i) prioritizing potential business disruptions based upon severity and likelihood of occurrence;
  - (ii) a gap analysis comparing the Bank's business resumption plans to what is necessary to achieve recovery time and point objectives; and
  - (iii) an analysis of threats based upon the impact on the Bank, its customers, and the financial markets, not just the nature of the threat.
- (c) A BCP risk monitoring process that includes:
  - (i) annual testing, at a minimum;
  - (ii) independent audit and review; and
  - (iii) updating the BCP based upon changes to personnel and the internal and external environments.

## ARTICLE IX

### THIRD-PARTY RELATIONSHIPS

- (1) Within sixty (60) days of the date of this Order, the Bank shall identify, in writing:
  - (a) all third parties providing services to the Bank;
  - (b) all third parties that have an affiliate (as the term "affiliate" is defined in 12 U.S.C. § 371c(b)(1) and 12 C.F.R. § 223.2, as modified by 12 C.F.R. § 223.72) relationship with the Bank or Bank holding company; and

(c) all third parties that do not have a fully executed contract with the Bank.

(2) Within thirty (30) days of completing the identification required by paragraph (1) of this Article, the Board of Directors or designated committee thereof, must conduct a comprehensive review of each third-party relationship identified pursuant to paragraph (1) of this Article and determine, in writing:

- (a) whether the third party arrangement, contract, or relationship is in the best interest of the Bank and consistent with the Bank's strategic plan and risk appetite;
- (b) whether management has completed and documented proper due diligence to select the third party;
- (c) whether the arrangement or contract with the third party is governed by written agreements that outline duties, obligations, and responsibilities of the parties involved;
- (d) whether management and the Board have established processes to provide appropriate ongoing oversight of the third parties and third-party activities;
- (e) whether the arrangement or contract with the third party complies with applicable law, regulation, and safe and sound practices. Refer to OCC Bulletin 2013-29, "Third Party Relationships: Risk Management Guidance" for guidance.

(3) The review required by paragraph (2) of this Article and any supporting documents shall be made a part of the minutes of the Board or designated committee thereof.

(4) The Board shall immediately take appropriate action if the third party relationship is found to be deficient during the review required by paragraph (2) of this Article.

(5) Within sixty (60) days of the date of this Order, the Board shall adopt safe and sound written policies and procedures governing the Bank's relationships with third parties (Third Party Policy). The Board shall ensure that management implements and adheres to the Third Party Policy. Refer to OCC Bulletin 2013-29, "Third Party Relationships: Risk Management Guidance," for guidance. At a minimum the Third Party Policy must require:

- (a) the Bank document why the third party arrangement or contract is in the best interest of the Bank and how it is consistent with the Bank's strategic plan and risk appetite;
- (b) Board approved, contingency plans to be implemented should the third party be unable or unwilling to perform under the arrangement or contract;
- (c) the completion of a thorough, Board approved risk assessment that identifies the Bank's needs and requirements;
- (d) proper due diligence standards for selecting a third party including cost benefit analysis as well as review the third party's ability to comply with all applicable laws and Bank policies;
- (e) completion and documentation of proper due diligence in accordance with the Bank's due diligence standards;
- (f) written contracts with third parties that outline the rights, responsibilities, duties, and obligations of all parties including terminating the contracts;
- (g) ongoing monitoring of third parties' activities and performance; and
- (h) clearly defined Board and management roles and responsibilities for overseeing and managing third party relationships.

(6) The Bank must routinely monitor and document its review of the performance and

activities of each third party, ensuring that committed goods and services are received, the third party remains a viable provider of services, and the third party is in compliance with the written contract. The Board shall immediately take appropriate action if the third party is not complying with the written contract or engagement and shall maintain documentation of any such action.

## ARTICLE X

### MORTGAGE BANKING RISK MANAGEMENT

(1) Within sixty (60) days of the date of this Order, the Board shall adopt, and the Bank, subject to Board review and ongoing monitoring, shall implement and thereafter ensure adherence to a safe and sound written risk management and oversight program, including prudent, effective policies, procedures, and controls, to govern the Bank's mortgage lending operations. Refer to the "Mortgage Banking" booklet of the *Comptroller's Handbook* for guidance. The written program shall be adequate to ensure compliance with all applicable laws, rules, and regulations, and shall include, at a minimum:

- (a) comprehensive mortgage lending policies and procedures, including both pre-funding and post-funding policies and procedures;
- (b) a quality control program that ensures adequate and timely reviews of the Bank's mortgage lending operations and activities, including those conducted by and through the Bank's loan production office and its related operations. The quality control program shall include, at a minimum, monthly testing of a sample of loans, and shall be adequate to ensure that all forms, processing procedures, and underwriting and closing procedures employed by the Bank comply with all applicable laws, rules, and regulations, Bank policies, and requirements for third parties associated

- with the Bank's mortgage lending operations;
- (c) with regard to third parties associated with the Bank's mortgage lending operations, procedures for complying with Article IX, including procedures that address potential conflicts of interest, underwriting criteria, compliance with laws and regulations, specific representations and warranties, and recourse provisions;
  - (d) internal audit and risk assessment processes for reviewing and testing mortgage lending operations to ensure compliance with Bank policies and procedures, and all applicable laws, rules and regulations;
  - (e) comprehensive MIS that include, at a minimum:
    - (i) requiring accurate and timely reports to be completed and presented to the Bank's Board, detailing the findings from the reviews performed pursuant to subparagraphs (b), (c), and (d);
    - (ii) providing accurate, up-to-date information on all areas of mortgage lending operations;
    - (iii) identifying and evaluating operating results to support the preparation of accurate financial statements;
    - (iv) facilitating monitoring of primary sources of risk; and
    - (v) establishing and maintaining systems for monitoring compliance with laws, regulations, and third party requirements; and
  - (f) a comprehensive training program, commensurate with job duties, for all appropriate personnel to ensure compliance with all applicable laws, rules, and regulations. The training program shall include, at a minimum:

- (i) training for personnel within thirty (30) days of employment; and
- (ii) ongoing training at least annually or upon significant changes to applicable laws and regulations.

(2) For purposes of this Article, “mortgage lending” includes, but is not limited to, loan originations, purchases and sales of loans, servicing or subservicing of loans, and acting as a mortgage broker or agent.

## ARTICLE XI

### TRANSACTIONS WITH AFFILIATES

(1) The Bank may, directly or indirectly, pay money or its equivalent to or for the benefit of, or extend credit in any form to or for the benefit of, its affiliates, or transfer assets between the Bank and its affiliates, or enter into or engage in any transaction that obligates the Bank to do the same only after:

- (a) The Board has established a policy regarding transactions with affiliates, including the requirement that services provided by the Bank to an affiliate be reimbursed at market terms; the method by which the Board shall, at least, annually, compare rates and fees charged by affiliates of the Bank with those charged by others and deliberate, without interested members of the Board or management, upon the rates and fees charged by others;
- (b) the Board has conducted an independent review of the action that is Documented in writing and, if the action is an extension of credit, then the review must also document whether the action conforms to the Bank’s written credit underwriting policies; and
- (c) the Board has determined in writing that it is advantageous for the Bank to

engage in such action, and that the action complies with all applicable laws, rules, and regulations, including, but not limited to 12 C.F.R. Part 223.

(2) For purposes of this Article, “affiliate” shall have the meaning set forth in 12 U.S.C. § 371c(b)(1) and 12 C.F.R. § 223.2 as modified by 12 C.F.R. § 223.72.

## ARTICLE XII

### ACCOUNTING

(1) Within ninety (90) days of the date of this Order, the Board shall develop, adopt, and thereafter ensure Bank adherence to safe and sound policies and procedures to ensure that the Bank’s accounting practices, including those for mortgage banking activities, adhere to applicable laws, regulations, and Generally Accepted Accounting Principles.

(2) The Board shall ensure that the Bank addresses all deficient practices identified in the most recent ROE, any supervisory or regulatory communications, or audit reports relating to accounting.

## ARTICLE XIII

### BOARD AND MANAGEMENT OVERSIGHT AND GOVERNANCE OF SALES AND MARKETING PRACTICES

(1) Within ninety (90) days of the date of this Order, the Board shall develop, adopt, and thereafter ensure Bank adherence to a written plan to provide for (i) appropriate management oversight related to the Bank’s sales and marketing practices, and (ii) appropriate governance by the Board over Bank management’s oversight of the Bank’s sales and marketing practices (“Oversight and Governance Plan”).

(2) The Oversight and Governance Plan shall provide for oversight of the Bank’s

development and implementation of internal processes to appropriately manage material risks related to the Bank's sales and marketing practices, and shall at a minimum:

- (a) establish or enhance policies, procedures, and control processes to ensure clear and consistent definitions of employee sales and marketing practices misconduct;
- (b) establish or enhance clearly defined oversight roles and responsibilities for sales and marketing practices, including compliance oversight and audit coverage; and
- (c) require that the Bank clearly document decisions and rationales related to sales and marketing practices.

(3) The Bank shall not authorize any other party, including but not limited to the Bank's holding company or any Bank affiliates, to perform any act on behalf of the Bank required under this Order, unless the Bank requires that party to perform such act in the manner and under safeguards and controls as least as stringent as required by the Bank under the terms of this Order as implemented by the Bank.

#### ARTICLE XIV

##### CONSUMER COMPLIANCE RISK MANAGEMENT

(1) Within sixty (60) days of the date of this Order, the Board shall develop, adopt, and thereafter ensure Bank adherence, to a written, risk-based consumer compliance program designed to ensure that the Bank is operating in compliance with all applicable consumer protection laws, rules, and regulations. This program shall include, at a minimum:

- (a) an assessment of compliance staffing and resources;

- (b) a written description of the duties and responsibilities of the compliance officers;
- (c) the provision of sufficient support and training for compliance officers;
- (d) adequate internal controls to ensure compliance with consumer protection laws, rules, and regulations;
- (e) an effective internal audit program to test for compliance with consumer protection laws, rules and regulations;
- (f) a process to identify the underlying causes of exceptions identified in audit reports, including a plan to take corrective action with respect to causes attributable to third party vendors;
- (g) procedures to ensure that exceptions noted in the audit reports are corrected timely by the appropriate Bank personnel;
- (h) provisions for the education and training of appropriate Bank personnel in the requirements of all federal and state consumer protection laws, rules and regulations; and
- (i) periodic reporting of the results of the consumer compliance audit and the status of management's corrective action of exceptions to the Board or a committee thereof.

(2) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the compliance risk management program.

## ARTICLE XV

### AUDIT AND INTERNAL CONTROLS

(1) The Board shall take immediate and continuing action to ensure that the Bank

implements and maintains adequate and effective internal controls. Within ninety (90) days of the date of the Order, the Board shall develop, implement, and thereafter maintain a safe and sound internal control program consistent with the Interagency Guidelines Establishing Standards for Safety and Soundness, Appendix A to 12 C.F.R. Part 30. Refer to the “Internal Control” booklet of the *Comptroller’s Handbook* for further guidance. The internal control program shall ensure that the Bank addresses all deficient practices identified in the most recent ROE, any supervisory or regulatory communications, or any audit reports relating to internal controls, and shall include, at a minimum:

- (a) an organizational structure that establishes clear lines of authority and responsibility for monitoring adherence to prescribed policies;
- (b) effective risk management;
- (c) timely and accurate financial, operational, and regulatory reports;
- (d) adequate procedures to safeguard and manage assets;
- (e) custody of and control over Bank documents;
- (f) compliance with applicable laws and regulations; and
- (g) appropriate segregation of duties and authorization structure for the approval and payment of business expenses.

(2) Within sixty (60) days of the date of the Order, the Board shall adopt, implement, and thereafter ensure Bank adherence to an independent, internal audit program that is consistent with the Interagency Guidelines Establishing Standards for Safety and Soundness, Appendix A to 12 C.F.R. Part 30. Refer to the “Internal and External Audits” booklet of the *Comptroller’s Handbook* for further guidance. At a minimum, the program shall include:

- (a) An audit universe that ensures all auditable entities are identified,

assessed, and audited timely, including but not limited to mortgage operations and IT.

- (b) A risk assessment process that:
  - (i) details inherent risks and includes any mitigating control factors,
  - (ii) provides supporting narrative for risk scores in the inherent risk categories, and
  - (iii) includes business-line specific narratives detailing mitigating factors and any other components used to determine level of risk for each audit entity;
  - (iv) risk assessment updated at least annually and more frequently if products and services change.
- (c) An audit plan that incorporates a timely audit schedule.
- (d) A process to track and validate the resolution of deficiencies and report delays and resolution to audit committee.
- (e) Appropriate oversight of the audit program by the Audit Committee.
- (f) Revised and updated audit policies and procedures to reflect all changes made to the Bank's audit program.

(3) The Board shall ensure that the audit function is supported by an adequately staffed department or outside firm, including with respect to both the experience level and number of the individuals employed or engaged to perform the audit.

(4) The Board shall ensure that the audit program is independent. The persons responsible for implementing the audit program shall report directly to the Board or a designated committee thereof, which shall have the sole power to direct their activities. All reports prepared

by the audit staff shall be filed directly with the Board, or designated audit committee.

(5) All audit reports shall be in writing. The Board shall ensure that immediate actions are undertaken to remedy deficiencies identified in audit reports, and that auditors maintain a written record describing those actions. The Board must hold management accountable for any delays and failure to resolve audit deficiencies.

(6) The audit staff shall have access to any records necessary for the proper conduct of its activities. Bank examiners shall have access to all reports and work papers of the audit staff and any other parties working on its behalf.

## ARTICLE XVI

### PROBLEM ASSET MANAGEMENT

(1) Within thirty (30) days of the date of this Order, the Board shall adopt and the Bank, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure Bank adherence to a revised Problem Asset Reduction Plan (“PARP”). The PARP shall be designed to eliminate the basis of criticism of assets criticized in the most recent ROE, by any internal or external loan review, or in any list provided to management by examiners during any examination as “doubtful,” “substandard,” or “special mention,” and shall include, at a minimum:

- (a) targets for the level of criticized assets as a percentage of tier 1 capital plus the allowance for loan and lease losses (“ALLL”) and the timeframes for each such target;
- (b) a description of the methods for reducing the level of criticized assets to the established targets;
- (c) sufficient staff with the qualifications, skills, and experience to effectively

manage and resolve problem assets;

- (d) adequate MIS to measure the status of problem assets; and
- (e) the development of Asset Workout Plans (“AWPs”) identifying all credit relationships and other assets totaling in aggregate one hundred fifty thousand dollars (\$150,000) or more, criticized as “doubtful,” “substandard,” or “special mention.” The AWP’s must be updated and submitted to the Board, or a committee thereof, monthly and to the Director quarterly.

(2) Each AWP shall cover an entire credit relationship and include, at a minimum, analysis and documentation of the following:

- (a) the origination date and any renewal or extension dates, amount, purpose of the loan, and the originating and current loan officer(s);
- (b) the expected primary and secondary sources of repayment, and an analysis of the adequacy of the repayment source;
- (c) 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 current collateral valuation;
- (d) an analysis of current and complete credit information, including global cash flow analysis where loans are to be repaid from operations;
- (e) results of an impairment analysis as required under Accounting Standards Codification (“ASC”) 310-10;
- (f) accurate risk ratings consistent with a safe and sound loan grading system that is based upon current facts and repayment terms, refer to the “Rating

Credit Risk” booklet of the *Comptroller’s Handbook* for guidance;

- (g) appropriate accrual status pursuant to the FFIEC Instructions for the Preparation of Consolidated Reports of Condition and Income;
- (h) significant developments, including a discussion of changes since the prior AWP, if any; and
- (i) the proposed action and timeframe to eliminate the basis of criticism, including, if appropriate, an exit strategy.

(3) The Bank shall not extend credit, directly or indirectly, including renewals, modifications, or extensions, to borrowers whose loans or other extensions of credit are subject to an AWP, or are criticized in any ROE, in any internal or external loan review, or in any list provided to management by examiners during any examination, unless and until a majority of the Board or a designated committee thereof, determines in writing that:

- (a) the extension of additional credit is necessary to promote the best interests of the Bank;
- (b) the Bank has performed a written credit and collateral analysis as required by paragraphs (2)(c) and (2)(d) of this Article and, if necessary, the proposed action referred to in paragraph (2)(i) of this Article is revised, as appropriate;
- (c) the Board’s formal plan to collect or strengthen the criticized asset will not be compromised by the extension of additional credit; and
- (d) a copy of the findings and approval of the Board or designated committee thereof shall be maintained in the credit file of the affected borrower.

(4) At least quarterly, the Board or a designated committee thereof, shall review and

evaluate the effectiveness of the PARP and the AWP. The Board's review shall include an assessment of the Bank's compliance with the PARP and the AWP. Written documentation of the factors considered and conclusions reached by the Board in determining the Bank's compliance and progress reducing the level of problem assets shall be maintained.

## ARTICLE XVII

### EXCESSIVE COMPENSATION AND EMPLOYEE REIMBURSEMENT

(1) Within thirty (30) days of the date of this Order, the Board shall identify an independent third party to perform a review and evaluation of the Bank's compensation program for all Bank officers and directors, and Bank employees in the mortgage divisions ("Bank Mortgage Employees"). Within sixty (60) days of the date of identification of the independent third party, the independent third party must complete and submit a written report to the Board and Director. At a minimum, and in writing, the independent third party shall review and evaluate the reasonableness of all compensation, whether direct or indirect, for each officer, director, and Bank Mortgage Employee including individual components (e.g., base salary, incentive compensation, fees, etc.), expense reimbursements, and other benefits (e.g., insurance, retirement, leave, travel allowances etc.) to ensure that compensation for each officer, director, and Bank Mortgage Employee, at a minimum:

- (a) is market-based, reasonable, and proportionate to the services rendered;
- (b) considers the condition of the Bank;
- (c) is consistent with sound incentive compensation practices, refer to OCC Bulletin 2010-24, "Incentive Compensation" for further guidance;
- (d) is consistent with the guidelines set forth in Section III of the Interagency

Guidelines Establishing Standards for Safety and Soundness, Appendix A  
of 12 C.F.R. Part 30.

(2) Within ten (10) days of the receipt of the independent third party's report, the Board shall develop a written plan to address the findings and recommendations noted in the independent third party's report. Thereafter, the Board shall implement and ensure adherence to the written plan.

(3) The Board shall review its compensation practices annually and ensure that they are consistent with the guidelines set forth in Section III of 12 C.F.R. Part 30.

(4) All documentation supporting the payment of any salary, consulting fee, expense reimbursement or other type of compensation, whether direct or indirect, to an officer, director, or Mortgage Bank Employee shall be preserved in the Bank.

ARTICLE XVIII

THIRD PARTY CONTRACTS INVOLVING SALE, MERGER, OR RECAPITALIZATION

(1) The Bank shall not enter into any contract with a third party to assist in the sale, merger, or recapitalization of the Bank that requires the payment of anything other than expenses prior to such sale, merger, or recapitalization, or that requires the Bank to pay, directly or indirectly, the cost of performing due diligence, or other services related to the transaction, unless the Bank first receives the Director's written determination of no supervisory objection.

(2) Any request for the Director's written determination of no supervisory objection shall include:

- (a) the Board's written analysis of why the proposed contract is in the best interests of the Bank;
- (b) a description of the due diligence credit review, fairness opinion or any

other services to be performed by the third party, including a copy of the proposed contract or engagement;

- (c) a description of the Bank's due diligence process for agreeing to the services to be performed by a potential purchaser or merger partner; and
- (d) a determination by the Board that:
  - (i) the activities to be performed by the third party as part of the sale or merger requirements are fair and reasonable to the Bank;
  - (ii) the parties are able to perform under the contract or commitment;
  - (iii) the fees the Bank is required to pay to the third party are reasonable for the services provided; and
  - (iv) the contract is in the best interests of the Bank.

(3) Following any written determination of no supervisory objection by the Director, the Board shall regularly monitor the contractor or service provider's performance to ensure compliance with the written contract or engagement. The Board shall immediately take appropriate action if the contractor or service provider is not complying with the written contract or engagement and shall maintain documentation of any such items.

## ARTICLE XIX

### VIOLATIONS OF LAW

(1) The Board shall require and the Bank shall immediately take all necessary steps to correct each violation of law, rule, or regulation cited in the most recent ROE, or brought to the Board or Bank's attention in writing by management, regulators, auditors, loan review, or other compliance efforts. Within thirty (30) days after the violation is cited or brought to the Board's or appropriate committee's attention, the Bank shall provide to the Board a list of any violations

that have not been corrected. This list shall include an explanation of the actions taken to correct the violation, the reasons why the violation has not yet been corrected, and a plan to correct the violation by a specified date.

(2) The monthly progress reports required by Article I of this Order shall include the date and manner in which each correction has been effected during that reporting period.

(3) Within sixty (60) days of the date of this Order and thereafter within receipt of an ROE, the Board shall adopt and the Bank, subject to Board review and ongoing monitoring, shall implement and thereafter ensure adherence to:

- (a) specific procedures to prevent violations as cited in the most recent ROE and future ROEs; and
- (b) general procedures addressing compliance management that incorporate internal control systems and education of employees regarding laws, rules, and regulations applicable to their areas of responsibility.

## ARTICLE XX

### OTHER PROVISIONS

(1) Although the Bank is by this Order required to submit certain proposed actions and programs for the review or prior written determination of no supervisory objection of the Director, the Board has the ultimate responsibility for proper and sound management of the Bank and the completeness and accuracy of the Bank's books and records.

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon it by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Order shall in any way inhibit, estop, bar or otherwise prevent the Comptroller from so doing.

(3) Each citation or referenced guidance included in this Order includes any subsequent guidance that replaces, supersedes, amends, or revises the cited or referenced law, regulation, or guidance.

(4) The provisions of this Order are effective upon issuance by the Comptroller, through his authorized representative whose hand appears below, and shall remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Order shall have been amended, suspended, waived, or terminated in writing by the Comptroller, through his authorized representative.

(5) Except as otherwise expressly provided herein, any time limitations imposed by this Order shall begin to run from the effective date of this Order.

(6) If the Bank requires a waiver or suspension of any provision or an extension of any timeframe within this Order, the Board shall submit a written request to the Director asking for relief. Any written requests submitted pursuant to this Article shall include a statement setting forth in detail, with relevant supporting documentation, the special facts and circumstances that support the waiver or suspension of any provision or an extension of a timeframe within this Order.

(7) The Director's decision concerning a request submitted pursuant to paragraph (6) of this Article is final and not subject to further review.

(8) In each instance in this Order in which the Board or a Board committee 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) ensure that the Bank has sufficient processes, management, personnel, and control systems to ensure implementation of and adherence to this Order,

and that Bank management and personnel have sufficient training and authority to execute their duties under this Order;

- (b) 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 Order;
- (c) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Order;
- (d) follow-up on any non-compliance with such actions in a timely and appropriate manner; and
- (e) require corrective action be taken in a timely manner for any non-compliance with such actions.

(9) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(b), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States.

(10) The OCC issued a Cease and Desist Order to the Bank on October 3, 2012, OCC Order No. AA-EC-12-118. This Order replaces OCC Order No. AA-EC-12-118 in its entirety. OCC Order No. AA-EC-12-118 is terminated pursuant to the September 5, 2018 Termination Order, OCC Order No. AA-EC-2018-52. However, no provision in this Order shall bar or otherwise limit any enforcement action the OCC may choose to initiate, in its discretion, against the Bank or its institution-affiliated parties for any failure to comply with the OCC Order No. AA-EC-12-118 while it was effective.

(11) All reports or plans which the Bank or Board has agreed to submit to the Director pursuant to this Order shall be forwarded, by overnight mail or via email, to the following:

Director for Special Supervision  
Comptroller of the Currency  
400 7th St., S.W., Suite 8E-608  
Washington, DC 20219

*with a copy to:*  
Cleveland OH Field Office  
Comptroller of the Currency  
200 Public Square, Suite 1610  
Cleveland, OH 44114

(12) The terms of this Order, 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.

IT IS SO ORDERED, this 5th day of September, 2018.

*s*  
\_\_\_\_\_  
Julie A. Thieman  
Director for Special Supervision

9/5/2018  
\_\_\_\_\_  
Date

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

<b>In the Matter of:</b>	)	
Resolute Bank	)	AA-EC-2018-51
Maumee, Ohio	)	

**STIPULATION AND CONSENT TO THE ISSUANCE  
OF A CONSENT ORDER**

**WHEREAS**, the Comptroller of the Currency of the United States of America (“Comptroller” or “OCC”) intends to initiate cease and desist proceedings against Resolute Bank, Maumee, Ohio (“Bank”) pursuant to 12 U.S.C. § 1818(b) through the issuance of a Notice of Charges for unsafe or unsound banking practices, including those relating to capital levels, asset quality, and earnings; for violations of law; and for failure to comply with the Consent Order dated October 3, 2012; and

**WHEREAS**, the Bank, in the interest of compliance and cooperation, consents to the issuance of a Consent Order, dated September 5, 2018 (“Order”) by executing this Stipulation and Consent to the Issuance of a Consent Order (“Stipulation”).

**NOW THEREFORE**, in consideration of the above premises, the Comptroller, through his authorized representative, and the Bank, through its duly elected and acting Board of Directors, hereby stipulate and agree to the following:

ARTICLE I

JURISDICTION

- (1) The Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a Federal savings association within the meaning of 12 U.S.C. § 1813(q)(1)(C), and is chartered and examined by the OCC. *See* 12 U.S.C. §§ 1461 *et seq.*, 5412(b)(2)(B).

(3) The OCC is the “appropriate Federal banking agency” as that term is defined in 12 U.S.C. § 1813(q) and is therefore authorized to initiate and maintain this cease and desist action against the Bank pursuant to 12 U.S.C. § 1818(b).

## ARTICLE II

### AGREEMENT

(1) The Bank, without admitting or denying any wrongdoing, hereby consents and agrees to the issuance of the Order by the Comptroller.

(2) The Bank further agrees that said Order shall be deemed an “order issued with the consent of the depository institution” as defined in 12 U.S.C. § 1818(h)(2), and consents and agrees that said Order shall become effective upon its issuance and shall be fully enforceable by the Comptroller under the provisions of 12 U.S.C. § 1818.

(3) 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, 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.

(4) The Bank declares that no separate promise or inducement of any kind has been made by the Comptroller, or by his agents or employees, to cause or induce the Bank to consent to the issuance of the Order and/or execute the Order.

(5) The Bank also expressly acknowledges that no officer or employee of the

OCC 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.

(6) The terms and provisions of the Stipulation and the Order shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest. Nothing in this Stipulation or the Order, express or implied, shall give to any person or entity, other than the parties hereto, and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Stipulation or the Order.

### ARTICLE III

#### WAIVERS

- (1) The Bank, by signing this Stipulation, hereby waives:
- (a) the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(b);
  - (b) any and all procedural rights available in connection with the issuance of the Order;
  - (c) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(b) and (h), 12 C.F.R. Part 109;
  - (d) all rights to seek any type of administrative or judicial review of the Order;
  - (e) any and all rights to challenge or contest the validity of the Order;  
and
  - (f) any and all claims for fees, costs, or expenses against the

Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Order, whether arising under common law or the terms of any statute, including, but not limited to the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412.

#### ARTICLE IV

##### CLOSING PROVISIONS

(1) The provisions of this Stipulation and Order shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(2) Nothing in this Stipulation shall preclude any proceedings brought by the Comptroller to enforce the terms of this Order, and nothing in this Stipulation constitutes, nor shall the Bank contend that it constitutes, a waiver of any right, power, or authority of any other representative of the United States or an agency thereof, including, without limitation, the United States Department of Justice, to bring other actions deemed appropriate.

(3) The terms of this Stipulation, 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  
as his representative, has hereunto set his hand on behalf of the Comptroller.

*s*  
\_\_\_\_\_  
Julie A. Thieman  
Director for Special Supervision

9/5/2018  
\_\_\_\_\_  
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*  
\_\_\_\_\_  
Linda Bowyer

9/5/18  
\_\_\_\_\_  
Date

*s*  
\_\_\_\_\_  
James DelVerne

9/5/18  
\_\_\_\_\_  
Date

*s*  
\_\_\_\_\_  
Peter Dewhirst

9/5/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Hoyer

\_\_\_\_\_  
Date

*s*  
\_\_\_\_\_  
Kevin T. Rahe

9/5/18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Sharon Skilliter

\_\_\_\_\_  
Date