#2020-024

AGREEMENT BY AND BETWEEN
Florida Capital Bank, N.A.
Jacksonville, Florida
and
The Office of the Comptroller of the Currency

AA-SO-2020-06

Florida Capital Bank, N.A., Jacksonville, Florida ("Bank") and the Office of the Comptroller of the Currency ("OCC") wish to assure the safety and soundness of the Bank and its compliance with laws and regulations.

The Comptroller of the Currency ("Comptroller") has found unsafe or unsound practices, including those relating to board oversight and corporate governance, strategic planning, capital planning, interest rate risk management, credit administration and management, liquidity risk management, management information systems and reporting, and mortgage warehouse lending.

Therefore, the OCC, through the duly authorized representative of the Comptroller, and the Bank, through its duly elected and acting Board of Directors ("Board"), hereby agree that the Bank shall operate at all times in compliance with 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 national banking association within the meaning of 12 U.S.C. § 1813(q)(1)(A), and is chartered and examined by the OCC. *See* 12 U.S.C. § 1 *et seq.*

(3) The OCC is the "appropriate Federal banking agency" as that term is defined in 12 U.S.C. § 1813(q).

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within ten (10) days of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) members of which a majority shall be directors who are not employees or officers of the Bank or any of its affiliates. The Board shall submit in writing to the Assistant Deputy Comptroller ("ADC") the names of the members of the Compliance Committee within ten (10) days of their appointment. In the event of a change of the membership, the Board shall submit in writing to the ADC within ten (10) days the name of any new or resigning committee member. The Compliance Committee shall monitor and oversee the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall meet at least quarterly and maintain minutes of its meetings.

(2) Within thirty (30) days of this Agreement, and thereafter within thirty (30) days after the end of each calendar quarter, the Compliance Committee shall submit to the Board a written progress report setting forth in detail:

(a) a description of the corrective actions needed to achieve compliance with each Article of this Agreement;

(b) the specific corrective actions undertaken to comply with each Article of this Agreement; and

(c) the results and status of the corrective actions.

(3) Upon receiving each written progress report, the Board shall forward a copy of the report, with any additional comments by the Board, to the ADC within ten (10) days of the first Board meeting following the Board's receipt of such report.

ARTICLE III

CORPORATE GOVERNANCE

(1) The Board shall ensure that it receives and reviews sufficient information from management (including scope, frequency, timing and content), regarding the operation of the Bank and the Bank's compliance with this Agreement, to enable the Board to provide effective oversight and Board members to fulfill their fiduciary duties and other responsibilities under law. Refer to (i) the OCC's "The Director's Book: The Role of Directors for National Banks and Federal Savings Associations"; and (ii) the "Corporate and Risk Governance" booklet of the Comptroller's Handbook (July 2019).

(2) The Board shall ensure that the Bank has competent management and staff in place on a full-time basis to carry out the Bank's policies, ensure compliance with this Agreement, applicable laws, rules, and regulations, and manage the day-to-day operations of the Bank in a safe and sound manner.

(3) Within one hundred twenty (120) days of this Agreement, the Board shall establish, implement, and maintain a comprehensive, enterprise-wide governance framework. At a minimum, this framework must include:

(a) An independent staffing assessment that:

(i) identifies the skills and expertise needed to execute and sustain a safe and sound system of internal controls and risk management for key functions of the Bank and identify any gaps in those skills and/or expertise within the Bank's current management and staff;

(ii) evaluates current lines of authority, reporting responsibilities and delegation of duties for all officers, including identification of any overlapping duties or responsibilities;

(iii) provides for the development of a written strategy which would outline plans for how the Bank could address any gaps or deficiencies identified pursuant to Subparagraphs (3)(a)(i) or (3)(a)(ii) of this Article;

(iv) concludes on the appropriateness of each individual's compensation, including salary and fee income;

(v) includes an organization chart that clearly reflects areas of responsibility and lines of authority for all officers; and

(vi) includes detailed written job descriptions for all officers, and objectives by which management's effectiveness will be measured.

(b) A written assessment on the quality of information that management provides to the Board to ensure that the Board receives adequate information from management on the operations of the Bank to enable the Board to effectively supervise the Bank and Board members to fulfill their fiduciary duties. The comprehensive framework shall also require the Bank to conduct this assessment on an annual basis thereafter.

(c) Written standards for maintaining Board and committee minutes that include information sufficient to demonstrate that directors are fully informed about relevant facts, carefully deliberate all applicable issues, provide credible challenge to management when needed, and provides for the documentation of all relevant decisions.

(4) Upon completion, the Board shall submit a copy of the independent staffing assessment required by paragraph (3)(a) and the written strategy required by paragraph (3)(a)(iii) to the ADC for prior written determination of no supervisory objection. At the next Board meeting following receipt of the ADC's written determination of no supervisory objection, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and ensure adherence to the written strategy and any amendments or revisions thereto.

ARTICLE IV

STRATEGIC PLAN & RISK APPETITE

(1) Within ninety (90) days of this Agreement, the Board shall forward to the ADC, pursuant to paragraph (3) of this Article, a revised written Strategic Plan for the Bank, covering at least a three-year period. The Strategic Plan shall establish objectives for the Bank's overall risk profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, and 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 its strategic goals and objectives;

(d) identification of existing credit, interest rate, liquidity, operational, compliance, strategic, and reputation risks, and a written analysis of those risks;

(e) action plans and time frames to reduce risks where exposure is high;

(f) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the period covered by the Strategic Plan;

(g) a detailed description and assessment of major capital expenditures required to achieve the goals and objectives of the Strategic Plan;

(h) an identification and prioritization of initiatives and opportunities, including timeframes that comply with the requirements of this Agreement;

(i) a description of the Bank's target market(s) and competitive factors in its identified target market(s), and a description of controls systems to mitigate risks in the Bank's target market(s);

(j) an identification and assessment of the present and planned product lines (assets and liabilities) and the identification of appropriate risk management systems to identify, measure, monitor, and control risks within the product lines;

(k) concentration limits commensurate with the Bank's strategic goals and objectives and risk profile;

(l) assigned roles, responsibilities, and accountability for the strategic planning;

(m) a description of systems and metrics designed to monitor the Bank's progress in meeting the Strategic Plan's goals and objectives; and

(n) an action plan to accomplish identified strategic goals and objectives identified in the mission statement.

(2) If the Strategic Plan under paragraph (1) of this Article includes a proposed sale or merger of the Bank, including a transaction pursuant to 12 U.S.C. § 215a-3, the Strategic Plan shall, at a minimum, address the steps that shall be taken and the associated timeline to effect the implementation of that alternative.

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

(4) Until the Strategic Plan required under this Article has been submitted by the Bank for the ADC's review, has received a written determination of no supervisory objection from the ADC and has been adopted by the Board, the Bank shall not significantly deviate from the products, services, asset composition and size, funding sources, structure, operations, policies, procedures, and markets of the Bank that existed immediately before the effective date of this Agreement without first obtaining the ADC's prior written determination of no supervisory objection to such significant deviation.

(5) The Bank may not initiate any action that significantly deviates from a Strategic Plan (that has received written determination of no supervisory objection from the ADC and has

been adopted by the Board) without a prior written determination of no supervisory objection from the ADC.

(6) Any request by the Bank for a prior written determination of no supervisory objection to a significant deviation described in paragraphs (4) or (5) of this Article shall be submitted in writing to the ADC at least sixty (60) days in advance of the proposed significant deviation. Such written request by the Bank shall include an assessment of the effects of such proposed change on the Bank's condition and risk profile, 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 proposed change.

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

(8) At least quarterly, a written evaluation of the Bank's performance against the Strategic Plan shall be prepared by Bank management and submitted to the Board. Within thirty (30) days after submission of the evaluation, the Board shall review the evaluation and determine the corrective actions the Board will require Bank management to take to address any identified shortcomings. The Board's review of the evaluation and discussion of any required corrective

actions to address any identified shortcomings shall be documented in the Board's meeting minutes. Upon completion of the Board's review, the Board shall submit to the ADC a copy of the evaluation as well as a detailed description of the corrective actions the Board will require the Bank to take to address any identified shortcomings.

(9) The Board shall review and update the Strategic Plan at least annually and more frequently if necessary or if required by the ADC in writing.

(10) Consistent with the Strategic Plan and the Bank's financial condition, the Bank shall develop policies, procedures, or standards which limit the degree of risk the Board is willing to incur. This includes analyzing and limiting the risks associated with any new lines of business which the Board undertakes. The procedures shall ensure that strategic direction and risk tolerances are effectively communicated and followed throughout the Bank and shall describe the actions to be taken where noncompliance with risk policies is identified

ARTICLE V

CAPITAL PLAN

(1) Within ninety (90) days of this Agreement, the Board shall develop, implement, and thereafter ensure Bank adherence to a three-year capital program. The program shall include:

(a) minimum capital ratios that communicate a clear risk tolerance;

(b) specific plans for the maintenance of adequate capital that may in no event be less than the ratios established under subparagraph (a);

(c) projections for growth and capital requirements based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities;

(d) projections of the sources and timing of additional capital to meet the Bank's current and future needs;

(e) the primary source(s) from which the Bank will strengthen its capital structure to meet the Bank's needs;

(f) contingency plans that identify alternative methods should the primary source(s) under (e) above not be available; and

(g) procedures for routine capital stress testing, which shall at a minimum:

(i) identify the person(s) responsible for overseeing the testing;

(ii) define the methodology that will be utilized;

(iii) establish the frequency of testing;

(iv) provide for the timely reporting to the Board of testing results; and

(v) provide a process for taking appropriate action if testing shows significant vulnerabilities.

(2) Upon completion, the Bank's capital program shall be submitted to the ADC for prior determination of no supervisory objection. Upon receiving a determination of no supervisory objection from the ADC, the Bank shall implement and adhere to the capital program. The Board shall review and update the Bank's capital program on an annual basis, or more frequently if necessary. Copies of the reviews and updates shall be submitted to the ADC.

(3) Effective immediately, the Bank shall only declare dividends:

(a) when the Bank is in compliance with its approved capital program;

(b) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and

(c) with the prior written approval from the ADC, which shall be granted or denied within thirty (30) days of the receipt of a dividend request from the Bank.

ARTICLE VI

LIQUIDITY MANAGEMENT

(1) Within ninety (90) days of this Agreement, the Board shall review and revise its liquidity program to ensure the Bank maintains liquidity at a level that is sufficient to sustain the Bank's current operations and to withstand any anticipated or extraordinary demand against its funding base, to include at a minimum:

(a) measures to increase and maintain sufficient on-balance sheet liquidity;

(b) policies and procedures to ensure the implementation of adequate liquidity planning tools, to include:

(i) a review of administrative policies and procedures to ensure they are consistent with the Board's guidance and risk tolerances;

(ii) specific balance sheet liquidity targets that are consistent with the tools used to measure performance;

(iii) reasonable risk limits to control the level of liquidity risk that incorporate forward-looking risk measurements and liability concentration limits such as limits on the amount of funds that may be sourced from any individual customer or groups of customers, or liability concentration limits by instrument, and which at a minimum should cover on-balance sheet liquidity requirements, funding diversification standards, and overall wholesale funding dependence;

(c) comprehensive and forward-looking sources and uses management information systems (“MIS”) that includes projected sources and uses of funds from both the mortgage banking and commercial banking operations, and covers at least a 90-day period; and

(d) a revised contingency funding plan that ensures the Bank can remain liquidity solvent through stressed environments and that includes, at a minimum:

(i) management’s best estimate of balance sheet changes that may result from a liquidity or credit event;

(ii) specific terms or events that trigger enactment of the plan;

(iii) necessary MIS and reporting criteria for use in crises situations;

(iv) management responsibilities for enacting the plan and for taking specific actions once enacted;

(v) prioritization of all sources of funding for the various scenarios including asset side funding, liability side funding, and off-balance sheet funding; and

(vi) updated stress testing scenarios that include a less-than-well-capitalized scenario in addition to the stress events currently utilized, and which consider realistic adverse events such as inability to utilize certain funding sources, changes in collateral requirements, and increases in pricing.

(2) Upon adoption, the Bank shall submit a copy of the revised program to the ADC for review.

ARTICLE VII

CREDIT UNDERWRITING AND ADMINISTRATION

(1) Within ninety (90) days of this Agreement, the Bank shall submit to the ADC for review and prior written determination of no supervisory objection a credit underwriting and administration program designed to ensure the Bank obtains and analyzes credit and collateral information sufficient to identify, monitor, and report the Bank's credit risk, properly account for loans, and assign accurate risk ratings in a timely manner. The program shall be consistent with safe and sound banking practices.

(2) The credit underwriting and administration program shall, at a minimum, include:

(a) policies that address acceptable loan types, terms, covenants, concentration limits, and collateral requirements and exceptions, and that set clear and comprehensive underwriting standards for all loan types offered, including but not limited to standards for minimum debt service coverage, minimum loan-to-value, minimum loan-to-cost, maximum tenor, maximum amortization, requirements for loan covenants, and requirements for personal guarantees;

(b) a description of the types of credit information required from borrowers and guarantors prior to making a loan determination, including, annual audited statements, interim financial statements, personal financial statements, and tax returns with supporting schedules;

(c) procedures that require any extensions of credit are granted, by renewal or otherwise, only after obtaining the required credit information and adequately analyzing and documenting the borrower's and guarantor's cash flow, debt service requirements, contingent liabilities, global liquidity condition, and sensitivity analysis in support of the credit decision;

(d) policies and procedures to identify and track all exceptions and efforts to mitigate or cure exceptions, including but not limited to financial exceptions, collateral exceptions, policy exceptions, and underwriting exceptions. The number of loans with exceptions, and their aggregate dollar value, shall be reported to the Board on a quarterly basis. The Board shall establish aggregate exception level limits;

(e) established criteria to limit the number and/or frequency of, and procedures to identify, track, and approve, covenant waivers in accordance with the applicable loan agreements. The number of loans with covenant waivers, and their aggregate dollar value, shall be reported to the Board on a quarterly basis;

(f) policies governing the administration and management of the construction lending portfolio, which must include at a minimum: (i) disbursement controls, including requirements for independent inspections prior to disbursement, (ii) a determination of project feasibility, which include a review of construction plans and budget, and (iii) a comprehensive review of the building, which should include a review of the builder's background, reputation, and financials, and a determination that the builder is properly licensed;

(g) policies that address concentration risk management, which at a minimum address the frequency of concentration reporting to the Board (at least quarterly), establish relevant limits to control the risk from concentrations, and require the development of strategies to address concentrations which approach or exceed limits;

(h) policies that address loan portfolio stress testing, which at a minimum address the stress testing methodology that will be used, frequency of testing (at least annually), and incorporation of results into the Bank's overall risk management process, including strategic and capital planning (refer to OCC Bulletin 2012-33, "Community Bank Stress Testing," for additional guidance);

(i) specific assignment of responsibility and accountability over the credit administration process to ensure the program developed pursuant to this Article is effectively implemented;

(j) risk-based reviews of commercial lending relationships to support or revise current risk ratings on at least an annual basis; and

(k) an assessment of the Bank's current loan document organization systems, and a plan to organize and centralize the maintenance of all loan documents.

(3) Within fifteen (15) days following receipt of the ADC's written determination of no supervisory objection to the credit underwriting and administration program, the Board shall

adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the credit underwriting and administration program and any amendments or revisions thereto.

ARTICLE VIII

MORTGAGE WAREHOUSE LENDING PROGRAM

(1) Within ninety (90) days of this Agreement, the Board and management shall develop and implement, and the Board shall thereafter ensure adherence to, a written program to improve the Bank's administration of its mortgage warehouse lending operation. The program must include at a minimum:

(a) comprehensive policies to manage the risk in the mortgage warehouse portfolio, which shall specifically include concentration limits for the committed and outstanding loan amounts as a percentage of capital, as well as for individual borrowers, that are consistent with the Board's risk tolerance as well as liquidity and capital levels;

(b) a comprehensive loan grading system for the mortgage warehouse lending portfolio that includes, in addition to "pass" categories, ratings for adversely rated loans such as special mention, substandard, doubtful, and loss;

(c) meaningful loan covenants for mortgage warehouse borrowers that are tailored to each borrower based on exposure and risk (e.g., those addressing profitability, leverage, net worth, and liquidity); and

(d) enhanced MIS/reporting that includes, among other things, monitoring of portfolio and individual borrower dwell times, and that ensures transparency in the reporting of aged loans and provides for more granular detail than provided by the Bank's current system.

(2) Upon completion, the Board shall submit a copy of the program to the ADC for review.

ARTICLE IX

INTEREST RISK RATE MANAGEMENT

(1) Within ninety (90) days of this Agreement, the Board shall review and revise the Asset/Liability Management Policy to ensure that Bank management completes a comprehensive review of interest rate risk ("IRR") model assumptions for reasonableness and documents, monitors, and updates key assumptions used in the Bank's IRR model that are consistent with safe and sound standards for IRR models. Refer to the (i) "Interest Rate Risk" booklet of the Comptroller's Handbook (Narrative – June 1997, Procedures – March 1998); (ii) "Interagency Advisory on Interest Rate Risk Management" (OCC Bulletin 2010-1); and (iii) "Interest Rate Risk Management: FAQs on 2010 Interagency Advisory on Interest Rate Risk Management" (OCC Bulletin 2012-5). The revised policy must include at a minimum:

(a) defined limits governing net income exposure in applicable rate scenarios;

(b) a requirement to document support for Bank provided key model assumptions;

(c) procedures to review, approve, and monitor key model assumption development at least quarterly or whenever there is a change in key assumptions;

(d) a requirement that Board review of key model assumptions be documented in Board meeting minutes and include the support for key model assumptions, including deposit repricing and loan pre-payment assumptions; and

(e) updated stress testing scenarios that include, in addition to the Bank's current stress testing scenarios, alternative stress scenarios to identify and measure IRR, which could include but are not limited to prolonged rate shocks (i.e., rate ramps), changes in key market rates, and changes in the slope and/or shape of the yield curve.

(2) Within ninety (90) days of this Agreement, the Board shall ensure Bank management obtains a comprehensive IRR model validation. Such validation shall include, at a minimum, an independent assessment of logical and conceptual soundness, reasonableness of assumptions, and process for managing assumptions. The conclusions of such validation shall be documented in a written report which Management shall present to the Board at or before the next regularly scheduled Board meeting following Management's receipt of the report.

ARTICLE X

GENERAL BOARD RESPONSIBILITIES

(1) The Board shall ensure that the Bank has timely adopted and implemented all corrective actions required by this Agreement, and shall verify that the Bank adheres to the corrective actions and they are effective in addressing the Bank's deficiencies that resulted in this Agreement.

(2) In each instance in which this Agreement imposes responsibilities upon the Board, it is intended to mean that the Board shall:

(a) authorize, direct, and adopt corrective actions on behalf of the Bank as may be necessary to perform the obligations and undertakings imposed on the Board by this Agreement;

(b) ensure that the Bank has sufficient processes, management, personnel, control systems, and corporate and risk governance to implement and adhere to all provisions of this Agreement;

(c) require that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities pertaining to or resulting from this Agreement;

(d) hold Bank management and personnel accountable for executing their duties and responsibilities pertaining to or resulting from this Agreement;

(e) require appropriate, adequate, and timely reporting to the Board by Bank management of corrective actions directed by the Board to be taken under the terms of this Agreement; and

(f) address any noncompliance with corrective actions in a timely and appropriate manner.

ARTICLE XI

OTHER PROVISIONS

(1) As a result of this Agreement, the Bank is in "troubled condition," as set forth in 12 C.F.R. § 5.51(c)(7)(ii), unless otherwise informed in writing by the OCC. In addition, as a result of this Agreement, the Bank is not an "eligible bank" for purposes of 12 C.F.R. § 5.3(g) and 12 C.F.R. § 24.2(e), unless otherwise informed in writing by the OCC.

(2) This Agreement supersedes all prior OCC communications issued pursuant to 12 C.F.R. §§ 5.3(g)(5), 5.51(c)(7)(ii), and 24.2(e)(4).

ARTICLE XII

CLOSING

(1) This Agreement is intended to be, and shall be construed to be, a "written agreement" within the meaning of 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time. The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly

authorized representative. If the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, or within any plan or program submitted pursuant to this Agreement, the Board or a Board-designee shall submit a written request to the ADC asking for relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with the relevant provision(s) of the Agreement or plan or program submitted pursuant to this Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(3) The Bank will not be deemed to be in compliance with this Agreement until it has adopted, implemented, and adhered to all of the corrective actions set forth in each Article of this Agreement; the corrective actions are effective in addressing the Bank's deficiencies; and the OCC has verified and validated the corrective actions. An assessment of the effectiveness of the corrective actions requires sufficient passage of time to demonstrate the sustained effectiveness of the corrective actions.

(4) Each citation, guidance, or issuance referenced in this Agreement includes any subsequent citation, guidance, or issuance that replaces, supersedes, amends, or revises the referenced cited citation, guidance, or issuance.

(5) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(6) All reports, plans, or programs submitted to the OCC pursuant to this Agreement shall be forwarded, by hand delivery, overnight mail or via email, to the following:

Assistant Deputy Comptroller
Office of the Comptroller of the Currency
Tampa Field Office
4042 Park Oaks Blvd., Suite 240
Tampa, Florida 33610

(7) 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 as his duly authorized representative, has hereunto set her signature on behalf of the Comptroller.

/s/	4/13/2020
Marilyn Bueno Assistant Deputy Comptroller Tampa Field Office	Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of Florida Capital Bank, N.A. have hereunto set their signatures on behalf of the Bank.

/s/	March 24, 2020
Alexander Crenshaw	Date
/s/	3/26/2020
P. Bruce Culpepper	Date
/s/	March 25, 2020
Richard R. Dostie	Date
/s/	3/27/20
James W. Heavener	Date
/s/	3/20/2020
Charles E. Hughes, Jr.	Date
/s/	3/25/2020
Mark F. Johnson	Date
/s/	3/30/2020
Glenn W. Jones, Jr.	Date
/s/	4-1-2020
J. Malcom Jones, Jr.	Date
/s/	4.9.2020
James T. Katsur	Date
/s/	Mar 25, 2020
W. Andrew Krusen, Jr.	Date
/s/	31 March 2020
M. G. Sanchez	