

**AGREEMENT BY AND BETWEEN
B2 Bank National Association
Mountain Iron, Minnesota
and
The Office of the Comptroller of the Currency**

AA-CE-2023-36

B2 Bank National Association, Mountain Iron, Minnesota (“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 internal controls and less than satisfactory management.

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 thirty (30) days of the date 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 any of the Bank's affiliates. The Board shall submit in writing to the Assistant Deputy Comptroller 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 Assistant Deputy Comptroller 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) By March 31, 2024, and thereafter within thirty (30) days after the end of each quarter until and unless otherwise directed by the Assistant Deputy Comptroller, 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 Assistant Deputy Comptroller within ten (10) days of the first Board meeting following the Board's receipt of such report.

ARTICLE III

STRATEGIC AND CAPITAL PLANNING

(1) Within sixty (60) days of the date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory

objection an acceptable written updated strategic plan for the Bank, covering at least a 5-year period (“Strategic Plan”). The Strategic Plan must provide the Board and management with clear direction and prioritization with reasonable risk limits and timelines of all significant initiatives in alignment with a defined risk appetite. The plan must, at a minimum:

- (a) detail financial projections, including appropriate breakdown of costs associated with strategic initiatives including how these costs will be funded;
- (b) incorporate off-balance sheet activities into risk assessments and plans;
- (c) evaluate and address personnel and/or resource needs to support and execute the Board’s strategic initiatives;
- (d) require development of detailed management information systems (MIS) and Board reporting to monitor progress with meeting project plans, including milestones, unexpected changes/issues, and future expectations with current timelines, and to measure financial and operational performance; and
- (e) update succession planning to include action plans for events that could require replacement of key positions prior to desired readiness
- (f) require development of a process to quantify all risks, including operational risks, associated with current and/or future products or services that result from the Bank’s current or future relationships with affiliated companies and/or financial services partners, and incorporate those risks into capital adequacy assessments, capital plans, and capital contingency plans; and

(g) require a capital planning process that includes an evaluation of the Bank's overall risk profile and specific plans for the maintenance of adequate capital consistent with the Bank's overall condition and risk profile.

(2) Within thirty (30) days following receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Strategic Plan or to any subsequent amendment to the Strategic Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Strategic Plan. The Board shall review the effectiveness of the Strategic Plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Strategic Plan as needed or directed by the OCC. Any amendment to the Strategic Plan must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(3) Any request by the Bank for prior written determination of no supervisory objection to a significant deviation described in paragraphs (2) of this Article shall be submitted in writing to the Assistant Deputy Comptroller at least thirty (30) 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.

(4) 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, asset composition, 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 the 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.

(5) 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 Assistant Deputy Comptroller 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.

ARTICLE IV

DIRECTORS AND SENIOR EXECUTIVE OFFICERS

(1) Prior to the appointment of any individual to a position of "senior executive officer," as defined in 12 C.F.R. § 5.51(c)(4), or the appointment of any individual to the Board, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection the name, resume and such other information about the individual as the Assistant Deputy Comptroller may request.

(2) Notwithstanding the requirements of paragraph (1) of this Article, the Bank may request that one or more individuals assume positions of senior executive officer or director on

an interim basis by submitting such request, in writing, to the Assistant Deputy Comptroller. If the Assistant Deputy Comptroller grants the Bank's request, then the proposed individual or individuals may assume the specified position or positions on an interim basis. Thereafter, within thirty (30) days, the Bank shall submit to the Assistant Deputy Comptroller the information required by paragraph (1) of this Article. If the Bank fails to submit such information within thirty (30) days, then the proposed individual(s) shall resign his/her/their position(s). The Assistant Deputy Comptroller may waive any or all of the submission requirements.

ARTICLE V

AFFILIATE RISK MANAGEMENT

(1) Within sixty (60) days of the effective date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable, comprehensive, affiliate risk management program that includes, at a minimum:

- (a) Adoption and implementation of a Board policy that outlines the relationships between the Bank, its affiliates, and Bank ownership, and the specific expectations, responsibilities, and authorities for each of those parties relative to the safe and sound operations of the Bank. The policy must give the Board independence and transparency in managing and fulfilling its fiduciary responsibility to direct and oversee a safe and sound Bank;
- (b) Implementation of sufficient independent risk management and third-party risk management processes addressing affiliate relationships. The processes must, at a minimum:
 - i. identify all products and services being provided by affiliates to the

- Bank;
- ii. identify and document all dual employees of Bank affiliates and the Bank and establish formal separation of duties for any dual employees;
 - iii. document process flows between the Bank and any affiliates for products and services, including identification of key controls and the responsibilities for executing those controls;
 - iv. document risk assessment methodologies to assess risks related to Bank products, services, and operations that utilize or interact with affiliates;
 - v. document specific risk oversight and control processes the Bank will use to ensure that affiliate products and services have sufficient controls commensurate with the risk and can be implemented in a safe and sound manner;
 - vi. include a Model Risk Management Program ("MRMP") that includes:
 - A. a requirement for a thorough, independent validation of any models relied upon by the Bank or third parties (including affiliates), including data integrity assessments of model inputs;
 - B. assessments of any third party models pursuant to the MRMP that include risk grades of the models that consider factors outlined in the MRMP;

- C. formal model oversight expectations;
 - D. requirements for documented periodic reviews of all models relied upon by the Bank and third parties (including affiliates); and
 - E. requirements for analysis and reporting of potential impacts of proposed model changes to appropriate Bank committees and staff before model changes are approved or implemented;
- vii. document monitoring and reporting processes that provide sufficient information to Bank management and the Board to independently assess control effectiveness, compliance with applicable laws and regulations, and residual risk to the Bank;
 - viii. include a transparent process to document how contracts entered into with affiliates are on market terms and are in the Bank's best interest;
 - ix. ensure that fees and financial transactions between the Bank and all affiliates are clearly defined by contracts, agreements, or fee schedules, and are transparent to allow for Board reviews and independent audits as needed;
 - x. include requirements for periodic independent audits and risk assessments to provide assurance of effective controls;
 - xi. document processes for escalating control or policy exceptions, including approval requirements and reporting; and

- xii. document a process for management and the Board to provide credible challenge to affiliate products and services that do not meet Bank control expectations.

(2) Within (30) days following receipt of the Assistant Deputy Comptroller’s written determination of no supervisory objection to the affiliate risk management program or to any subsequent amendment to the affiliate risk management program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the affiliate risk management program. The Board shall review the effectiveness of the affiliate risk management program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the affiliate risk management program as needed or directed by the OCC. Any amendment to the affiliate risk management program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE VI

NEW PRODUCTS AND SERVICES

(1) Within sixty (60) days of the effective date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable, comprehensive, new products and services risk assessment process (“Risk Assessment Program”), including a risk assessment for any new products or services introduced by the Bank within the previous twelve (12) months. The Risk Assessment Program must include appropriate new product due diligence, and outline potential risks, mitigants, and risk management responsibilities for all identified risks. Policies and processes developed under the Risk Assessment Program must include, but are not limited to:

- (a) Definitions of new and modified products, services, and/or activities

where the Risk Assessment Program will be applicable.

- (b) Alignment of risk management processes for new and modified products and services including but not limited to due diligence and approvals, policies, procedures, internal controls, change management, performance and monitoring, and third-party relationship risk management. The Board must also document concentration and risk limits that align with the Board's risk appetite. Refer to OCC Bulletin 2017-43 for additional guidance on new product and services risk assessments.
- (c) Documentation of business and control processes that address alignment with strategic, capital, and previously approved business plans. Processes must address accountability, expectations, financial impact, adequate risk management processes, and regulatory requirements.
- (d) A process to identify, review, and approve applicable policies related to new products and services.
- (e) A process to ensure independent validation of the effectiveness of internal controls executed by third parties related to new products or services, including but not limited to BSA, financial records, and model risk management.
- (f) A requirement that the audit program includes appropriate periodic testing of internal controls with findings reported to the Board.

(2) Within (30) days following receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Internal Audit Program or to any subsequent amendment to the Internal Audit Program, the Board shall adopt and Bank management, subject

to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Internal Audit Program. The Board shall review the effectiveness of the Internal Audit Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Internal Audit Program as needed or directed by the OCC. Any amendment to the Internal Audit Program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE VII

BANK SECRECY ACT

(1) Within sixty (60) days of the date of this Agreement, the Bank shall develop and submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection a comprehensive Bank Secrecy Act and anti-money laundering (“BSA/AML”) risk assessment program (“BSA/AML Risk Assessment Program”) that includes an assessment of control effectiveness, defines risk rating parameters, establishes triggering events for mid-cycle updates, and documents processes for tracking unmitigated risks. The BSA Risk Assessment Program must include sufficient analyses and documentation to support the quantity of each area of risk and to identify mitigating controls and control gaps. The BSA/AML Risk Assessment Program must include but is not limited to:

- (a) policies and procedures to capture revisions made to the compliance and BSA/AML risk assessment processes;
- (b) policies and procedures to ensure expectations and responsibilities are clearly documented to guide who creates, updates, and manages the risk assessment methodology;
- (c) an update reflecting the significant increase in volume of new customer

- accounts from affiliates' marketing programs;
- (d) an outline of the Bank's risk tolerance and how it intends to mitigate BSA/AML risks;
 - (e) an outline of the information the Bank relies upon in evaluating the risks associated with products and services offered;
 - (f) the means and processes by which the Bank will monitor and validate any methodology, including models, utilized to mitigate risks, including when performed by a third party;
 - (g) an analysis and validation of any existing methodology and model(s) utilized by the Bank, or by third parties on behalf of the Bank, to verify the identification of Bank customers;
 - (h) well-defined policies, procedures, and processes for obtaining and verifying customer identification, including:
 - i. a robust program of controls and triggers that reasonably ensure and confirm the customer identification information of each customer when identifying and risk rating new customers; and
 - ii. testing and tuning all identification processes to ensure alerts are reasonably capturing applicable risks;
 - (i) a conclusion statement that addresses the direction and residual amount of BSA/AML risk;
 - (j) a requirement that updated BSA/AML risk assessments be presented to the Board for review and approval; and
 - (k) a requirement that the BSA/AML audit scope be adjusted as necessary

based on risk assessment conclusions.

(2) Upon receipt of the OCC's supervisory non-objection to the BSA/AML Risk Assessment Program or any amendments thereto, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the BSA/AML Risk Assessment Program. The Board shall review the effectiveness of the BSA/AML Risk Assessment Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the programs as needed or directed by the OCC.

(3) The Assistant Deputy Comptroller's review of the BSA/AML Risk Assessment Program developed pursuant to paragraph (1) of this Article shall include the authority to require the Bank to conduct a look back of existing accounts utilizing non-documentary verification processes that are not supported by the Bank's risk tolerances or model thresholds developed under the program, and file suspicious activity reports as appropriate.

(4) Within sixty (60) days of the date of this Agreement, the Bank shall strengthen the Bank's BSA/AML model risk management processes, including, at a minimum:

- (a) Performing a coverage assessment of automated systems based on a comprehensive BSA/AML risk assessment;
- (b) Developing and implementing robust processes to independently assess BSA-related risks and controls related to affiliate and third-party model results, including requiring affiliates and third parties to provide sufficient information to allow for an independent assessment of affiliate and third-party processes;
- (c) Adhering to the Board-approved model risk management policy,

including, but not limited to:

- iii. completing a thorough, independent model validation of affiliate and third-party models used to determine customer risk and suspicious activity monitoring, including data integrity assessment of model inputs; and
 - iv. developing requirements for ongoing rule/parameter calibrations/optimizations, user access including dual controls over model adjustments, independent model validation, and frequency of these activities; and
- (d) Developing independent testing processes that include but are not limited to weekly alerts, case review expectations, service level agreements, and ensuring the competency of affiliate and third-party employees who review customer accounts.

(5) Within sixty (60) days of the effective date of this agreement, the Bank shall develop and adopt a BSA/AML officer (“BSAO”) program that defines the roles and responsibilities of employees with oversight of the BSA/AML program. The BSAO program shall, at a minimum:

- (a) define the roles and responsibilities of the BSAO and supporting staff, including shared responsibilities and oversight across the BSA/AML program;
- (b) provide for a formal, ongoing assessment of the BSAO workload, and the ability of the BSAO to effectively develop, implement and manage the Bank’s BSA/AML compliance program;

- (c) provide for appropriate training for the BSAO and supporting staff to ensure sufficient expertise to implement the BSA/AML program; and
- (d) ensure the BSAO and supporting staff have the authority to oversee and implement effective corrective actions in response to OCC identified findings.

(6) Upon adoption of, or any amendments to, the processes or programs developed pursuant to paragraphs (4), and (5) of this Article, Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the processes and programs. The Board shall review the effectiveness of the processes and programs at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the processes and programs as needed or directed by the OCC.

ARTICLE VIII

CONCENTRATION RISK MANAGEMENT

(1) Within sixty (60) days of the date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written Concentration Risk Management Program (“Concentration Program”). For purposes of this Article, a concentration of credit is defined in the “Concentrations of Credit” booklet of the Comptroller’s Handbook.

- (2) The Concentration Program shall include, at a minimum:
 - (a) identification of the Bank’s known and potential concentrations including, but not limited to, the Bank’s concentrations in high yield savings accounts and unsecured loans obtained through affiliates’ marketing channels;

- (b) a written analysis of all concentrations that identifies and assesses inherent operational, credit, liquidity, and interest rate risks and considers the impact of concentration levels on overall growth plans, financial targets, portfolio stress tests, and capital plan objectives;
- (c) the establishment of safe and sound, formal limits and sub-limits for all concentrations based on a percentage of Tier 1 capital plus the allowance for credit losses, stratified by loan or deposit type, locality of the depositor or borrower and/or collateral, and other meaningful measures;
- (d) development and implementation of action plans, approved by the Board, to reduce concentrations to conform to the established limits set in subparagraph (c) of this Article, including strategies and procedures when concentrations approach or exceed Board-approved limits;
- (e) management information systems that ensure timely and accurate reporting of concentrations to the Board including concentration reports that stratify the loan and deposit portfolios by type, locality, and other meaningful measures and procedures for monitoring concentration reports quarterly based upon amounts relative to Board-approved limits;
- (f) portfolio-level stress tests to quantify the impact of changes to portfolio-specific characteristics and market conditions on earnings and capital, consistent with the size, complexity, and risk profile of the specific loan or deposit portfolio;
- (g) annual re-evaluation and approval of concentration limits by the Board, and a Board policy that requires detailed analysis and written support of

any proposed changes demonstrating the risk that will result from the change; and

- (h) a detailed contingency plan to reduce concentration risk in the event of adverse market conditions, including reasonable action plans.

(3) Within thirty (30) days following receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Concentration Program or to any subsequent amendment to the Concentration Program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Concentration Program. The Board shall review the effectiveness of the Concentration Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Concentration Program as needed or directed by the OCC. Any amendment to the Concentration Program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE IX

CURRENT EXPECTED CREDIT LOSSES

(1) Within thirty (30) days of the date of this document, the Bank shall adopt and implement adjustments to its Current Expected Credit Losses ("CECL") governance and analysis, which shall require, at a minimum:

- (a) updating the loan policy CECL section to reflect the current CECL methodology;
- (b) completing a thorough analysis and documentation of Q-factors, including when risk profiles change and/or new products/services are developed and implemented;

- (c) maintaining documentation supporting the Board's period review of management's allowance for credit losses estimate using CECL; and
- (d) establishing controls around the allowance estimation process, including periodic independent testing of qualitative and quantitative factors, forecasting and reversion, information input components, processing components, and reporting components.

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 not:
 - (a) precluded from being treated as an “eligible bank” for the purposes of 12 C.F.R. Part 5, unless the Bank fails to meet any of the requirements contained in subparagraphs (1) – (4) of 12 C.F.R. § 5.3, Definitions, *Eligible bank or eligible savings association*, or is otherwise informed in writing by the OCC;
 - (b) considered to be in “troubled condition” as that term is defined in 12 C.F.R. § 5.51, although changes in senior executive officers and directors are subject to a requirement for notice and the receipt of no supervisory objection contained in Article IV of this Agreement; and
 - (c) precluded from being treated as an “eligible bank” for the purposes of 12 C.F.R. Part 24, unless the Bank fails to meet any of the requirements contained in 12 C.F.R. § 24.2(e)(1)-(3) or is otherwise informed in writing by the OCC.

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.

(3) 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, the Board or a Board-designee shall submit a written request to the Assistant Deputy Comptroller asking for the desired relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that warrant the desired relief or prevent the Bank from complying with the relevant provision(s) of the 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.

(4) 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.

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

(6) 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.

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

Assistant Deputy Comptroller Douglas L. Boser

with copies to:

Portfolio Manager Alexander Metzger
Assistant Deputy Comptroller Analyst Brent Kieper

(8) 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 his signature on behalf of the Comptroller.

/s/ 11/14/23

Douglas L. Boser
Assistant Deputy Comptroller
Minneapolis Office

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of B2 Bank National Association (Mountain Iron, Minnesota) have hereunto set their signatures on behalf of the Bank.

/s/	11/14/2023
_____ Brian Barnes	_____ Date
/s/	11-14-2023
_____ Steven Gall	_____ Date
/s/	11-14-2023
_____ Randy Peterson	_____ Date
/s/	11/14/23
_____ Kevin Pietrini	_____ Date
/s/	11/14/2023
_____ Mark Serdar	_____ Date