

UNITED STATES OF AMERICA  
BEFORE THE  
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM  
WASHINGTON, D.C.

Written Agreement by and between  
NORTHEAST SECURITIES CORPORATION  
Minneapolis, Minnesota  
and  
FEDERAL RESERVE BANK OF  
MINNEAPOLIS  
Minneapolis, Minnesota

Docket No. 10-077-WA/RB-HC

WHEREAS, Northeast Securities Corporation, Minneapolis, Minnesota (“NSC”), Minneapolis, Minnesota, a registered bank holding company, owns and controls Northeast Bank, Minneapolis, Minnesota (the “Bank”), a state chartered nonmember bank, and various nonbank subsidiaries;

WHEREAS, it is the common goal of NSC and the Federal Reserve Bank of Minnesota (the “Reserve Bank”) to maintain the financial soundness of NSC so that NSC may serve as a source of strength to the Bank;

WHEREAS, NSC and the Reserve Bank have mutually agreed to enter into this Written Agreement (the “Agreement”); and

WHEREAS, on May 20, 2010, the board of directors of NSC, at a duly constituted meeting, adopted a resolution authorizing and directing Tom Beck to enter into this Agreement on behalf of NSC, and consenting to compliance with each and every provision of this Agreement by NSC and its institution-affiliated parties, as defined in sections

3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the “FDI Act”) (12 U.S.C. §§ 1813(u) and 1818(b)(3)).

NOW, THEREFORE, NSC and the Reserve Bank agree as follows:

**Source of Strength**

1. The board of directors of NSC shall take appropriate steps to fully utilize NSC’s financial and managerial resources, pursuant to section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with the Consent Order entered into with the Federal Deposit Insurance Corporation (“FDIC”) on January 26, 2010, and any other supervisory action taken by the Bank’s federal or state regulator.

**Dividends and Distributions**

2. (a) NSC shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director of the Division of Banking Supervision and Regulation (the “Director”) of the Board of Governors.

(b) NSC shall not directly or indirectly take dividends or any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank.

(c) NSC and its nonbank subsidiaries shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank and the Director.

(d) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date, proposed distribution on

subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information on NSC's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings, and allowance for loan and lease losses; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, NSC must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

(e) NSC shall not, directly or indirectly, increase the salaries, bonuses, or directors' fees or make any other payments, including, but not limited to, the payment of any other fees, reimbursement of expenses or payment of indebtedness, to or on behalf of any of NSC's Insiders without the prior written approval of the Reserve Bank.

(f) For the purposes of the Agreement: (i) "Insider" shall include any of NSC's current or former executive officers, directors, shareholders, members of their immediate families, related interests thereof, or persons acting on their behalf, and (ii) "immediate family" shall be defined as set forth in section 225.41(b)(3) of Regulation Y of the Board of Governors (12 C.F.R. § 225.41(b)(3)).

(g) Notwithstanding the provisions of paragraph (e), NSC does not need to obtain the prior written approval of the Reserve Bank for the reimbursement of reasonable expenses that aggregate no more than \$500 per month for each officer, provided that such reasonable expenses are incurred in performing routine duties, which have been adequately documented and reported on the NSC's books and records.

### **Debt and Stock Redemption**

3. (a) NSC and any nonbank subsidiary shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) NSC shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

### **Compliance with Laws and Regulations**

4. (a) In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, NSC shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors (12 C.F.R. §§ 225.71 *et seq.*).

(b) NSC shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

### **Progress Reports**

5. Within 30 days after the end of each calendar quarter following the date of this Agreement, the board of directors shall submit to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure compliance with the provisions of this Agreement and the results thereof, and a parent company only balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

## **Communications**

6. All communications regarding this Agreement shall be sent to:
  - (a) Ms. Diann G. Townsend  
Assistant Vice President  
Federal Reserve Bank of Minneapolis  
90 Hennepin Avenue  
Minneapolis, Minnesota 55401-1804
  - (b) Mr. Tom Beck  
Vice President and Treasurer  
Northeast Securities Corporation  
77 Broadway Street, NE  
Minneapolis, Minnesota 55413

## **Miscellaneous**

7. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its sole discretion, grant written extensions of time to NSC to comply with any provision of this Agreement.

8. The provisions of this Agreement shall be binding upon NSC and its institution-affiliated parties, in their capacities as such, and their successors and assigns.

9. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank.

10. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any other federal or state agency from taking any other action affecting NSC, the Bank, any nonbank subsidiary of NSC, or any of their current or former institution-affiliated parties and their successors and assigns.

11. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the  
24<sup>th</sup> day of May, 2010.

NORTHEAST SECURITIES CORPORATION

FEDERAL RESERVE BANK OF  
MINNEAPOLIS

By: /s/ Tom Beck  
Tom Beck  
Vice President and Treasurer

By: /s/ James M. Barnes  
James M. Barnes  
Vice President