

# FEDERAL RESERVE press release



For immediate release

June 11, 1999

The Federal Reserve Board today announced the execution of a Written Agreement by and between Community Capital Corporation, Greenwood, South Carolina, and the Federal Reserve Bank of Richmond.

The Written Agreement includes provisions addressing Year 2000 readiness.

A copy of the Written Agreement is attached.

Attachment

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

_____	)	
Written Agreement by and between	)	
	)	
COMMUNITY CAPITAL CORPORATION	)	
Greenwood, South Carolina	)	Docket No. 99-012-WA/RB-SM
	)	
and	)	
	)	
FEDERAL RESERVE BANK	)	
OF RICHMOND	)	
Richmond, Virginia	)	
	)	
_____	)	

WHEREAS, in recognition of their common goal to maintain the integrity of the records and information systems of Community Capital Corporation, Greenwood, South Carolina ("Community"), a registered bank holding company, and to ensure that all mission-critical systems of Community and the mission-critical services Community performs for itself, its five subsidiary banks, Greenwood Bank & Trust, Greenwood, South Carolina, the Bank of Newberry County, Newberry, South Carolina, Community Bank & Trust, Barnwell, South Carolina, TheBank, Belton, South Carolina, Clemson Bank & Trust, Clemson, South Carolina, and its non-bank subsidiaries, Community Financial Services, Greenwood, South Carolina, Community Trust Company, Greenwood, South Carolina, and GNB Mortgage Company, Greenwood, South Carolina, (collectively, the "Subsidiaries") will continue to be fully functional before, on, and after

before, on, and after January 1, 2000, Community and the Federal Reserve Bank of Richmond (the "Reserve Bank") have mutually agreed to enter into this Written Agreement (the "Agreement");

WHEREAS, this Agreement is being executed in accordance with the Rules Regarding Delegation of Authority of the Board of Governors of the Federal Reserve System (the "Board of Governors"), specifically 12 C.F.R. 265.11(a)(15), and the Reserve Bank has received the prior approval of the Director of the Division of Banking Supervision and Regulation and the General Counsel of the Board of Governors to enter into this Agreement with Community; and

WHEREAS, on May 26, 1999, the board of directors of Community, at a duly constituted meeting, adopted a resolution authorizing and directing William G. Stener to enter into this Agreement on behalf of Community, and consented to compliance by Community and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (12 U.S.C. 1813(u) and 1818(b)(3)) (the "FDI Act"), with each and every provision of this Agreement.

NOW, THEREFORE, before the taking of any testimony or adjudication of, or finding on any issue of fact or law herein, and without this Agreement constituting an admission of any allegation made or implied by the Board of Governors, Community and the Reserve Bank agree as follows:

1. Community shall take the following actions to ensure that its internal and external mission-critical systems are Year 2000 compliant:

(a) By June 30, 1999, successfully complete testing the Year 2000 readiness of all mission-critical systems, including successfully testing with the Subsidiaries, and complete implementation of such systems;

(b) adequately document test results, including documentation of types of tests performed; the mission-critical systems tested; the test dates; the outcome of the tests; and the method of test validation; and

(c) independently verify testing of mission-critical systems.

2. By June 30, 1999, Community shall submit to the Reserve Bank an acceptable written Year 2000 business resumption contingency plan to mitigate risks that may be caused by failures of Community's mission-critical systems. The plan shall, at a minimum, address, consider, and include the following:

(a) Primary objectives, including, but not limited to, minimizing disruptions of service to the Subsidiaries; the timely resumption of operations; and establishment of organizational planning guidelines that define Community's business continuity planning strategy; and limiting losses to the Subsidiaries due to disruptions;

(b) requirements for periodic and independent testing of the plan; and

(c) a requirement for the periodic update of the plan as needs and circumstances require.

3. Community's management responsible for the Year 2000 program shall submit written bi-weekly reports to Community's board of directors and the Reserve Bank detailing the company's Year 2000 compliance efforts, and detailing the form and manner of all actions taken to secure compliance with this Agreement and the results thereof.

4. The plan required by paragraph 2 hereof shall be submitted to the Reserve Bank for review and approval. The Reserve Bank may comment on the plan. An acceptable plan shall be submitted to the Reserve Bank within the time period set forth in paragraph 2 hereof. Community shall adopt the approved plan within 10 days of approval by the Reserve Bank and then shall fully comply with it. During the term of this Agreement, Community shall not amend, except for the periodic updates specified in paragraph 2(c) hereof, or rescind the approved plan without the prior written approval of the Reserve Bank.

5. All communications regarding this Agreement shall be sent to:

- (a) Lloyd W. Bostian, Jr.  
Senior Vice President  
Federal Reserve Bank of Richmond  
P.O. Box 27622  
Richmond, Virginia 23261
  
- (b) William G. Stevens  
President and Chief Executive Officer  
Community Capital Corporation  
P.O. Box 218  
Greenwood, South Carolina 29648

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

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

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

9. The provisions of this Agreement shall not bar, estop, or otherwise prevent any federal or state agency or department from taking any other action affecting Community or any of its current or former institution-affiliated parties and their successors or assigns.

10. This Agreement is a "written agreement" for the purposes of 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 3<sup>rd</sup> day of June, 1999.

Community Capital Corporation

Federal Reserve Bank of Richmond

By: W. J. Turner

By: Lloyd W. Easton, Jr.

The undersigned directors of Community each acknowledge having read the foregoing Agreement and approve of the consent thereto by Community.

David P. Allred  
David P. Allred

Thomas C. Lynch, Jr.  
Thomas C. Lynch, Jr.

Earl H. Bergen  
Earl H. Bergen

H. Edward Munnerlyn  
H. Edward Munnerlyn

Robert C. Coleman  
Robert C. Coleman

George B. Park  
George B. Park

\_\_\_\_\_  
John W. Drummond

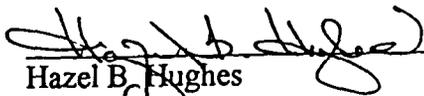
\_\_\_\_\_  
Joe H. Patrick, Jr.

Patricia C. Edmonds  
Patricia C. Edmonds

Donna W. Robinson  
Donna W. Robinson

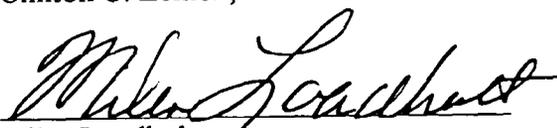
\_\_\_\_\_  
James M. Horton

George D. Rodgers  
George D. Rodgers

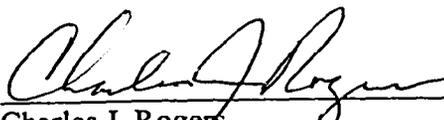
  
Hazel B. Hughes

  
Wayne Q. Justesen, Jr.

  
Clinton C. Lemon, Jr.

  
Miles Loadholt

  
James A. Lollis

  
Charles J. Rogers

  
Thomas E. Skelton

  
William F. Steadman

  
William G. Stevens

  
Lex D. Walters