

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

Written Agreement by and between

ALLIANCE FINANCIAL SERVICES, INC.  
Saint Paul, Minnesota

and

FEDERAL RESERVE BANK OF  
MINNEAPOLIS  
Minneapolis, Minnesota

Docket No. 11-106-WA/RB-HC

WHEREAS, Alliance Financial Services, Inc., Saint Paul, Minnesota (“AFS”), a registered bank holding company, owns and controls Alliance Bank, Lake City, Minnesota (the “Bank”), a state chartered nonmember bank;

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

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

WHEREAS, on December 6, 2011, the board of directors of AFS, at a duly constituted meeting, adopted a resolution authorizing and directing Erick J. Reim, to enter into this Agreement on behalf of AFS, and consenting to compliance with each and every provision of this Agreement by AFS 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, AFS and the Reserve Bank agree as follows:

### **Source of Strength**

1. The board of directors of AFS shall take appropriate steps to fully utilize AFS’s financial and managerial resources, pursuant to section 38A of the FDIC Act ( 12 U.S.C. 1831o-1) and 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 the Consent Order entered into with the Federal Deposit Insurance Corporation and the State of Minnesota Department of Commerce on July 7, 2011, and any other supervisory action taken by the Bank’s federal or state regulator.

### **Dividends and Distributions**

2. (a) AFS 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) AFS 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) AFS shall not make any distributions of interest, principal, or other sums on subordinated debentures 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 and proposed distribution on subordinated debentures. All requests shall contain, at a minimum, current and projected information on AFS'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. For requests to declare or pay dividends, AFS 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).

#### **Debt and Stock Redemption**

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

#### **Capital Plan**

4. Within 30 days of this Agreement, AFS shall submit to the Reserve Bank an acceptable written plan to maintain sufficient capital at AFS on a consolidated basis. The plan shall, at a minimum, address, consider, and include:

(a) The consolidated organization's and the Bank's current and future capital

requirements, including compliance with the Capital Adequacy Guidelines for Bank Holding Companies: Risk-Based Measure and Tier 1 Leverage Measure, Appendices A and D of Regulation Y of the Board of Governors (12 C.F.R. Part 225, App. A and D) and the applicable capital adequacy guidelines for the Bank issued by the Bank's federal regulator;

(b) the adequacy of the Bank's capital, taking into account the volume of classified credits, concentrations of credit, allowance for loan and lease losses, current and projected asset growth, and projected retained earnings;

(c) the source and timing of additional funds necessary to fulfill the consolidated organization's and the Bank's future capital requirements;

(d) supervisory requests for additional capital at the Bank or the requirements of any supervisory action imposed on the Bank by its federal or state regulator; and

(e) the requirements of section 38A of the FDI Act and section 225.4(a) of Regulation Y of the Board of Governors (12 C.F.R. § 225.4(a)) that AFS serve as a source of strength to the Bank.

5. AFS shall notify the Reserve Bank, in writing, no more than 30 days after the end of any quarter in which any of AFS's capital ratios fall below the approved plan's minimum ratios. Together with the notification, AFS shall submit an acceptable written plan that details the steps that AFS will take to increase AFS's capital ratios to or above the approved plan's minimums.

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

6. (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, AFS 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) AFS 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**

7. Within 45 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, and consolidated, balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

### **Approval and Implementation of Plans**

8. (a) AFS shall submit a written capital plan that is acceptable to the Reserve Bank within the applicable time period set forth in paragraph 4 of this Agreement.

(b) Within 30 days of approval by the Reserve Bank, AFS shall adopt the approved capital plan. Upon adoption, AFS shall promptly implement the approved plan, and thereafter fully comply with it.

(c) During the term of this Agreement, the approved capital plan shall not be amended or rescinded without the prior written approval of the Reserve Bank.

## **Communications**

9. 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 55480
  - (b) Mr. Erick Reim  
President and Director  
Alliance Financial Services, Inc.  
55 East Fifth Street, Suite 115  
Saint Paul, Minnesota 55101

## **Miscellaneous**

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

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

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

13. 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 AFS, the Bank, any nonbank subsidiary of AFS, or any of their current or former institution-affiliated parties and their successors and assigns.

14. 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 8<sup>th</sup> day of December, 2011.

ALLIANCE FINANCIAL SERVICES, INC.

FEDERAL RESERVE BANK  
OF MINNEAPOLIS

By: /s/ Erick Reim  
Erick Reim  
President and Director

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