

ATTACHMENT B

UNITED STATES OF AMERICA

BEFORE THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

WASHINGTON, D.C.

Written Agreement by and between)
BANK HOLDING COMPANY)
and)
FEDERAL RESERVE BANK OF _____)
_____)
DOCKET NO. 9 - WA/RB-HC

WHEREAS, in order to maintain the financial soundness of the [Bank], [city, state] (the "Bank"), the [wholly owned] subsidiary of [BHC], [city, state] ("BHC"), a registered bank holding company, and in order to guarantee the Bank's obligations under the capital restoration plan (the "Capital Restoration Plan") filed by the Bank with the Federal Reserve Bank of _____ (the "Reserve Bank") on _____, 199[3] and guaranteed by [BHC] pursuant to section 38 of the Federal Deposit Insurance Act, as amended (the "FDI Act") (12 U.S.C. 1831o), the Reserve Bank and [BHC] 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 (the "Director") and the General Counsel of the Board of Governors to enter into this Agreement with [BHC]; and

WHEREAS, on _____, 199[3], the board of directors of [BHC], at a duly constituted meeting, adopted a resolution authorizing and directing _____ to enter into this Agreement on behalf of [BHC] and consented to compliance with each and every provision of this Agreement by [BHC] and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the FDI Act (12 U.S.C. 1813(u) and 1818(b)(3)).

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, [BHC] and the Reserve Bank hereby agree as follows:

1. (a) [BHC] shall not declare or pay any common or preferred dividends without the prior written approval of the Reserve Bank and the Director.

(b) All requests for prior written approval required by paragraph 1(a) hereof shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date and shall contain, but not be limited to, an analysis of the impact of such dividend on [BHC]'s liquidity and the capital position of the Bank in light of its earnings and loan loss reserve needs, and, in the event a cash dividend is proposed, an analysis of the proposed dividend's compliance with the Board of Governors' policy statement, dated November 14, 1985, concerning the payment of dividends by bank holding companies.

2. (a) [BHC] shall:

(i) Take all actions required of it under the Capital Restoration Plan of the Bank, including the guarantee provided by [BHC], as required by section 38(e)(2)(C) of the FDI Act (12 U.S.C. 1831o(e)(2)(C)) and section 208.34(b) of Regulation H of the Board of Governors (12 C.F.R. 208.34(b)), and as specified in the [BHC] board of directors resolution, dated _____, _____, or any subsequent guarantee by [BHC] approved by the Board of Governors (the "Guarantee");

(ii) take all actions necessary to ensure that the Bank takes all action required of it under the Capital Restoration Plan;

(iii) not engage in any action that would, in any manner, impede [BHC] or the Bank from taking all actions required under the Capital Restoration Plan or the Guarantee; and

(iv) take all actions, as required by the Reserve Bank or the Board of Governors, to cause the Bank to be, at a minimum, adequately capitalized, as such term is defined in section 208.33(b)(2) of Regulation H of the Board of Governors (12 C.F.R. 208.33(b)(2)).

(b) [BHC] hereby agrees that the Guarantee constitutes a commitment to the Board of Governors to maintain the capital of the Bank, as set forth in section 365(o) of Title 11 of the United States Code (11 U.S.C. 365(o)).

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

(a) [name]
[title]
Federal Reserve Bank of _____
[address]

(b) [name]
[title]
[BHC]
[address]

4. The provisions of this Agreement shall be binding upon [BHC] and all of its institution-affiliated parties, in their capacities as such, and their successors and assigns.

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

6. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any federal or state agency or department from taking any other action affecting [BHC], the Bank, or any of their current or former institution-affiliated parties or their successors or assigns.

7. 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 on the _____ day of _____ 1993.

[BHC]

FEDERAL RESERVE BANK
OF _____

By: _____

By: _____
[name]
[title]

The undersigned directors of [BHC] acknowledge that each has read the foregoing and approves of the consent thereto by [BHC].

Director

Director

Director