

**AGREEMENT BY AND BETWEEN
MICHAEL T. LAMBERT
AND
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

WHEREAS, Michael T. Lambert (“Lambert”) and the Office of the Comptroller of the Currency of the United States of America (“Comptroller” or “OCC”) wish to protect the interests of the United States banking system and, toward that end, wish to encourage depository institutions to operate safely and soundly and in accordance with all applicable laws, rules, and regulations; and

WHEREAS, Lambert has agreed with the OCC to certain provisions regarding his interaction with insured depository institutions, which are not intended to be, and shall not be deemed, an admission, denial, or suggestion of wrongdoing by Lambert;

THEREFORE, in consideration of the above premises, it is agreed by and between Lambert and the Comptroller, through his authorized representative, that Lambert voluntarily agrees to comply with the Articles of this Agreement.

ARTICLE I

DEFINITIONS

- (1) For purposes of this Agreement, the following definitions shall apply:
- (2) “Kutak” shall mean Kutak Rock LLP, Kutak Rock Illinois, and all predecessor and successor organizations.
- (3) “Insured Depository Institution” shall have the meaning provided in 12 U.S.C. § 1813(c)(2) (“Insured depository institutions”), and shall also include credit unions as defined in 12 U.S.C. § 1752(1), entities identified in 12 U.S.C. § 1813(c)(3), and any subsidiaries of such institutions or entities; and shall also include any bank holding company as defined in 12 U.S.C.

§ 1841(a) and any savings and loan holding company as defined in 12 U.S.C. §§ 1467a(a)(D)-(F).

ARTICLE II
JURISDICTION

(4) For purposes of this Agreement and any proceeding concerning this Agreement, Lambert acknowledges and stipulates that:

(5) The First National Bank of Keystone, West Virginia (“Keystone”), was a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 et seq, until closed by the Comptroller on September 1, 1999. Accordingly, Keystone was an Insured Depository Institution.

(6) Lambert served as counsel for Keystone within six (6) years from the date hereof (see 12 U.S.C. § 1818(i)(3)).

(7) Pursuant to 12 U.S.C. § 1813(q), the Comptroller is the “appropriate Federal banking agency” to maintain an enforcement proceeding, if necessary, relating to Keystone. Therefore, without admitting or denying any liability, wrongdoing or other improper conduct, Lambert hereby consents to the jurisdiction of the Comptroller under 12 U.S.C. § 1818 with respect to the matters subject to this Agreement and, solely for the purposes of assuring the Comptroller’s authority to enforce this Agreement, Lambert expressly agrees not to contest his status as an institution-affiliated party, as defined in 12 U.S.C. § 1813(u), in any proceeding to enforce this Agreement.

ARTICLE III

REPRESENTATION OF INSURED DEPOSITORY INSTITUTIONS

(8) During the term of this Agreement, Lambert shall not provide legal services to, participate in the provision of legal services to, or serve as counsel for, an Insured Depository Institution.

(9) In the event Lambert leaves Kutak, he shall promptly notify Kutak, the Federal Deposit Insurance Corporation (“FDIC”), and the OCC in writing of his departure and the name and address of his present or future employer, if any. If at any time Lambert becomes (i) a member of, affiliated with, or an employee of a law firm, (ii) a member of, affiliated with, or an employee of an agency, corporation, partnership, or other organization that provides legal services to an Insured Depository Institution, or (iii) an employee, officer, or director of an Insured Depository Institution, Lambert shall provide written notice of the name and address of said employer to the FDIC and OCC, if such notice has not already been provided pursuant to the first sentence of this paragraph. Lambert shall provide a copy of this Agreement to any such employer other than Kutak that is a law firm, provides legal services to an Insured Depository Institution, or is an Insured Depository Institution prior to Lambert commencing employment.

(10) The limitations of paragraph 8 and 9 of this Article shall cease to apply with respect to a particular Insured Depository Institution, agency, corporation, partnership or other organization if Lambert obtains the prior written consent of the Comptroller and, in the case of an Insured Depository Institution, both the Comptroller and the “appropriate Federal financial institutions regulatory agency,” as defined in 12 U.S.C. § 1818(e)(7)(D) (as amended).

ARTICLE IV

MISCELLANEOUS

(11) Subject to the limitations set forth in paragraph 12 below, Lambert shall promptly respond to any request from the OCC for documents that OCC reasonably requires to determine compliance with this Agreement.

(12) Nothing contained herein shall require Lambert to provide to the OCC information protected by an attorney-client or work product privilege unless waived in writing by the holder of the privilege. Lambert shall not be obligated to provide such documents except pursuant to a subpoena, the validity of which Lambert or any other interested party may challenge, to the extent permitted by law or regulation. In the event that Lambert seeks to withhold documents from the OCC under a claim of privilege, Lambert shall provide the OCC with a privilege log containing a description of each document withheld and listing the document's date, its author, the names and positions of persons to whom the document was or has been provided, the applicable privilege asserted, and such other non-privileged information as may reasonably be requested by OCC for the purpose of determining the validity of the claim of privilege.

(13) This Agreement shall become effective when signed by the Comptroller's designee ("Effective Date").

(14) This Agreement shall remain in effect until terminated or modified by mutual consent of the parties to the Agreement or excepted, waived, or terminated by the Comptroller or his designee. Notwithstanding the foregoing, the obligations imposed by paragraph (9) will terminate five years from the Effective Date.

(15) Any items that this Agreement directs Lambert to provide to the OCC shall be sent to the Director, Enforcement and Compliance Division, Office of the Comptroller of the Currency, 250 E St. NW, Washington, DC 20219. Any items that this Agreement directs Lambert to provide to the FDIC shall be sent to FDIC General Counsel, 550 17th Street, N.W. 20429.

(16) Lambert acknowledges that he has read this Agreement and understands the premises and obligations of this Agreement. Furthermore, Lambert declares that no separate promise or inducement of any kind has been made by the Comptroller, his agents or employees to cause or induce Lambert to agree to consent to and/or execute this Agreement.

(17) This Agreement constitutes a settlement of any and all administrative actions against Lambert contemplated at any time by the Comptroller with respect to Keystone or its failure. The Comptroller agrees not to institute proceedings or assert any claims against Lambert for any acts, omissions, failures to act, or violations relating, either directly or indirectly, to Keystone or its failure. This settlement shall be effective upon the Effective Date and shall continue throughout the term of this Agreement and following its termination.

(18) This Agreement is intended to be, and shall be construed to be, a supervisory “written agreement entered into with the agency,” as contemplated by 12 U.S.C. § 1818(b)(1), and is further intended by the parties to be binding and enforceable with respect to Lambert and the OCC. This Agreement expressly does not form, and may not be construed to form, a contract that could give rise to a claim for damages. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, Lambert expressly agrees that the OCC may enforce any of the commitments or obligations herein undertaken by Lambert under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. Lambert

also expressly acknowledges that no OCC officer or employee has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other Federal Banking Agency or entity, or any officer or employee of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities. The preceding shall not, however, be construed to alter or modify the terms of paragraph 17 above.

(19) Lambert, by signing this Agreement, hereby waives:

- (a) the issuance of any notice pursuant to 12 U.S.C. § 1818(b);
- (b) any and all procedural rights available in connection with the issuance of this Agreement;
- (c) all rights to seek any type of administrative or judicial review of this Agreement;
- (d) any and all rights to challenge or contest the validity of this Agreement; and
- (e) any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this matter or this Agreement, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412.

(20) It is further agreed that the provisions of this Agreement shall not be construed as an adjudication on the merits and, except as set forth in Paragraph 17 above, shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any action affecting Lambert if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(21) Nothing in this Agreement shall be construed to be and is not intended to imply an admission or denial by Lambert as to any fact, conclusion, violation of law or any activities prior to the Effective Date, nor shall compliance with the Agreement constitute or be construed as an admission or denial of any fact, conclusion, violation of law, or any activities prior to the Effective Date.

(22) Lambert understands that nothing herein shall preclude any proceedings brought by the Comptroller to enforce the terms of this Agreement, and that nothing herein constitutes, nor shall Lambert contend that it constitutes, a waiver of any right, power, or authority of any other representatives of the United States or agencies thereof, including the Department of Justice, to bring other actions deemed appropriate. Lambert acknowledges that this Agreement may be used in any proceeding brought by the Comptroller to enforce this Agreement.

(23) The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or arrangements, or negotiations between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands.

/s/ Ronald G. Schneck

5/21/03

Ronald G. Schneck
Director for Special Supervision
Office of the Comptroller of the Currency

Date

Signed

5/16/03

Michael T. Lambert

Date