

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

Written Agreement by and between

CURRIE BANCORPORATION, INC.  
Currie, Minnesota

and

FEDERAL RESERVE BANK  
OF MINNEAPOLIS  
Minneapolis, Minnesota

Docket No. 08-030-WA/RB-HC

WHEREAS, in recognition of their common goal to maintain the financial soundness of Currie Bancorporation, Inc., Currie, Minnesota (“CBI”), a registered bank holding company that owns and controls Currie State Bank, Currie, Minnesota (the “Bank”), a state chartered nonmember bank, CBI and the Federal Reserve Bank of Minneapolis (the “Reserve Bank”) have mutually agreed to enter into this Written Agreement (the “Agreement”); and

WHEREAS, on October 31, 2008, the board of directors of CBI at a duly constituted meeting adopted a resolution authorizing and directing Donald G. Hansen to enter into this Agreement on behalf of CBI, and consenting to compliance with each and every applicable provision of this Agreement by CBI 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, the Reserve Bank and CBI hereby agree as follows:

**Dividends**

1. (a) CBI 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.

(b) CBI shall not declare or pay any dividends unless such declaration or payment is consistent with the Board of Governors of the Federal Reserve System's (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). During the term of this Agreement, CBI shall also 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 of the Board of Governors ("Director").

(c) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date. All requests shall contain, but not be limited to, current and projected information on consolidated earnings; the cash flow, capital, asset quality, and loan loss reserve needs of the Bank; identification of the sources of funds for the proposed dividends; and, to the extent that the proposed dividends will be made with dividends paid by the Bank, whether the Bank's federal and state regulators have approved the dividend payment to CBI.

**Debt and Stock Redemption**

2. (a) CBI 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, the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

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

### **Affiliate Transactions**

3. (a) CBI shall take all necessary action to ensure that the Bank complies with sections 23A and 23B of the Federal Reserve Act (12 U.S.C. §§ 371c and 371c-1) and Regulation W of the Board of Governors (12 C.F.R. Part 223) in all transactions between the Bank and CBI.

(b) CBI shall not cause the Bank to violate any provision of sections 23A and 23B of the Federal Reserve Act or Regulation W of the Board of Governors.

### **Appointment of New Officers and Directors, and Severance and Indemnification Payments**

4. CBI 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.*) in the appointment of new directors and the hiring or promotion of senior executive officers and with the restrictions on severance payments and indemnification 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. (a) Within 30 days after the end of each calendar quarter following the date of this Agreement, the board of directors shall furnish to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure CBI's compliance with this Agreement and the results thereof.

## **Communications**

6. All communications regarding this Agreement shall be sent to:
  - (a) Mark A. Rauzi  
Assistant Vice President  
Federal Reserve Bank of Minneapolis  
90 Hennepin Avenue  
Minneapolis, Minnesota 55480
  - (b) Donald G. Hansen  
President  
Currie Bancorporation, Inc.  
141 Mill Street  
Currie, Minnesota 56123

## **Miscellaneous**

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

8. The provisions of this Agreement shall be binding upon CBI 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 CBI, the Bank, 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 3rd day of November, 2008.

CURRIE BANCORPORATION, INC.

FEDERAL RESERVE BANK  
OF MINNEAPOLIS

By: /s/ Donald G. Hansen  
Donald G. Hansen  
President

By: /s/ Ron Feldman  
Ron Feldman  
Senior Vice President