

AGREEMENT BY AND BETWEEN
First National Bank & Trust Company
Clinton, Illinois
and
The Office of the Comptroller of the Currency

AA-CE-2025-30

First National Bank & Trust Company, Clinton, Illinois (“Bank”) and the Office of the Comptroller of the Currency (“OCC”) wish to assure the safety and soundness of the Bank and its compliance with laws and regulations.

The Comptroller of the Currency (“Comptroller”) has found unsafe or unsound practices, including those relating to capital, strategic planning, liquidity, and contingency funding planning. The Bank acknowledges such concerns and is working to implement proposed changes. Therefore, the OCC, through the duly authorized representative of the Comptroller, and the Bank, through its duly elected and acting Board of Directors (“Board”), hereby agree that the Bank shall operate at all times in compliance with the following:

ARTICLE I

JURISDICTION

(1) The Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a national banking association within the meaning of 12 U.S.C. § 1813(q)(1)(A), and is chartered and examined by the OCC. *See* 12 U.S.C. § 1 *et seq.*

(3) The OCC is the “appropriate Federal banking agency” as that term is defined in 12 U.S.C. § 1813(q).

ARTICLE II

COMPLIANCE REPORT

(1) Within one hundred twenty (120) days of the date of this Agreement, and thereafter within thirty (30) days after the end of each quarter, the Board shall submit to the Assistant Deputy Comptroller a written progress report setting forth in detail:

- (a) a description of the corrective actions needed to achieve compliance with each Article of this Agreement;
- (b) the specific corrective actions undertaken to comply with each Article of this Agreement; and
- (c) the results and status of the corrective actions.

ARTICLE III

CAPITAL PLAN AND HIGHER MINIMUMS

(1) The Bank shall achieve by September 30, 2025, and thereafter maintain the following minimum capital ratios as defined in 12 C.F.R. § 3.10(b) and as calculated in accordance with 12 C.F.R. Part 3¹:

- (a) a leverage ratio at least equal to nine percent (9%); and
- (b) a total capital ratio at least equal to twelve percent (12%).

(2) Notwithstanding any election to use the community bank leverage ratio (“CBLR”) framework under 12 C.F.R. § 3.12, the Bank is subject to the minimum capital levels prescribed in paragraph (1) of this Article pursuant to the OCC’s authority to impose affirmative corrective actions pursuant to 12 U.S.C. § 1818(b)(6). If the Bank elects to use the CBLR framework, it

¹ For purposes of the capital conservation buffer set forth at 12 C.F.R. § 3.11, the Bank’s minimum total capital ratio, minimum tier 1 capital ratio, and minimum common equity tier 1 capital ratio requirements are deemed to be those that are set forth in 12 C.F.R. § 3.10.

must demonstrate compliance with the minimum capital levels prescribed in paragraph (1) of this Article by completing Schedule RC-R to the Consolidated Reports of Condition and Income in accordance with the instructions for banks that have not made the CBLR framework election in addition to Schedule RC-R, CBLR.

(3) The requirement in this Agreement to meet and maintain a specific capital level for any capital measure means that the Bank may not be deemed to be “well capitalized” for purposes of 12 U.S.C. § 1831o and 12 C.F.R. Part 6, pursuant to 12 C.F.R. § 6.4.²

(4) Within ninety (90) days of the date of this Agreement, the Board shall review its internal capital planning process to assess the Bank’s capital adequacy in relation to its overall risks and to ensure maintenance of appropriate capital levels, which shall in no event be less than the requirements of paragraph (1) of this Article. Thereafter, management shall maintain, and the Board shall verify, no less than annually, adherence to the capital planning process. The capital planning process shall be consistent with safe and sound practices and ensure the integrity, objectivity, and consistency of the process through adequate governance. Refer to the “Capital and Dividends” booklet of the *Comptroller’s Handbook*. The Board shall document the initial capital planning process and thereafter review and document the capital planning process at least annually or more frequently, if appropriate, or required by the Assistant Deputy Comptroller in writing.

(5) Within ninety (90) days of the date of this Agreement, the Board shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written capital plan for the Bank, consistent with the Strategic Plan

² The Bank may not solicit, accept, renew, or roll over any brokered deposit (as defined in 12 C.F.R. § 337.6(a)(2)) except in compliance with the applicable restrictions of 12 U.S.C. § 1831f and 12 C.F.R. § 337.6.

required by Article IV, covering at least a three-year period (“Capital Plan”). Refer to the “Capital and Dividends” booklet of the *Comptroller’s Handbook*.

- (6) The Bank’s Capital Plan shall, at a minimum:
 - (a) include specific plans for the achievement and maintenance of adequate capital, which shall in no event be less than the requirements of paragraph (1) of this Article;
 - (b) identify and evaluate all material risk to achieving and thereafter maintaining capital levels;
 - (c) determine the Bank’s capital needs in relation to material risks and strategic direction;
 - (d) identify and establish a strategy to maintain capital and strengthen capital if necessary and establish a contingency or back-up capital plan commensurate with the Bank’s overall risk and complexity;
 - (e) identify, prioritize, and quantify all contingent capital sources under consideration;
 - (f) include detailed quarterly financial projections which shall be consistent with the Strategic Plan required by Article IV; and
 - (g) include specific plans detailing how the Bank will comply with restrictions or requirements set forth in this Agreement that will have an impact on the Bank’s capital.
- (7) The Bank may declare or pay a dividend or make a capital distribution only:
 - (a) when the Bank is in compliance with its Board-approved Capital Plan and would remain in compliance with such Capital Plan immediately

following the declaration or payment of any dividend or capital distribution;

- (b) when the dividend or capital distribution would comply with 12 U.S.C. §§ 56, 60 and 1831o(d)(1) and 12 C.F.R. § 3.11(a)(4); and
- (c) following the Assistant Deputy Comptroller's prior written determination of no supervisory objection to the dividend or capital distribution.

(8) Within thirty (30) days following receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Bank's Capital Plan or to any subsequent amendment to the Capital Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Capital Plan. The Board shall review the effectiveness of the Capital Plan at least annually and more frequently if necessary or if required by the OCC in writing, and amend the Capital Plan as needed or directed by the OCC. Any amendment to the Capital Plan must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(9) At least quarterly, the Board shall review financial reports and earnings analyses that evaluate the Bank's performance against the goals and objectives established in the Capital Plan, as well as the Bank's written explanation of significant differences between the actual and projected balance sheet, income statement, and expense accounts, including a description of any extraordinary and/or nonrecurring items. This review shall include a description of the actions the Board and management will take to address any deficiencies. At least quarterly, management shall prepare, and the Board shall review, a written evaluation of the Bank's performance against the Capital Plan, which shall include a description of the actions the Board and management will

take to address any deficiencies. The Board's quarterly reviews and quarterly written evaluations shall be documented in the Board meeting minutes. The Board shall forward a copy of these quarterly reviews and quarterly written evaluations and Board meeting minutes to the Assistant Deputy Comptroller within thirty (30) days of completion.

(10) If the Bank fails to achieve and maintain the capital ratios required by paragraph (1) of this Article, or fails to submit a Capital Plan as required by paragraph (5) of this Article, or fails to implement a Capital Plan to which the Assistant Deputy Comptroller has provided a written determination of no supervisory objection, then the Bank may, in the Assistant Deputy Comptroller's sole discretion, be deemed undercapitalized for purposes of this Agreement. Following written notification from the Assistant Deputy Comptroller that the Bank is deemed undercapitalized for purpose of this Agreement, the Bank shall take such corrective measures as the OCC may direct in writing from among the provisions applicable to undercapitalized depository institutions under 12 U.S.C. § 1831o(e) and 12 C.F.R. Part 6. For purposes of this requirement, an action "necessary to carry out the purpose of this section" under 12 U.S.C. § 1831o(e)(5) shall include restoration of the Bank's capital to the minimum ratios required by paragraph (1) of this Article, and any other action deemed necessary by the OCC to address the Bank's capital deficiency or the safety and soundness of its operations.

ARTICLE IV

STRATEGIC PLAN

(1) Within ninety (90) days of the date of this Agreement, the Board shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written strategic plan for the Bank, covering at least a three-year time period ("Strategic Plan"). The Strategic Plan shall establish objectives for the Bank's overall risk

profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, sensitivity to market risk exposure, product line development, and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives, and shall, at a minimum, include:

- (a) a mission statement that forms the framework for the establishment of strategic goals and objectives;
- (b) the strategic goals and objectives to be accomplished, including key financial indicators, risk tolerances, and realistic strategies to improve the overall condition of the Bank;
- (c) an assessment of the Bank's investment and capital markets strategy relative to capital adequacy;
- (d) a risk profile that evaluates credit, interest rate, liquidity, price, operational, compliance, and strategic risks in relationship to capital;
- (e) an assessment of the Bank's strengths, weaknesses, opportunities and threats that impact its strategic goals and objectives;
- (f) an evaluation of the Bank's staffing requirements, board and management information systems, policies, and procedures for their adequacy and contribution to the accomplishment of the strategic goals and objectives developed under paragraph (1)(b) of this Article;
- (g) a description and assessment of the Bank's shared services agreements or arrangements, written or otherwise, with Treynor Bancshares, Inc., TS Contrarian Bancshares, Inc., or other affiliates of the bank to ensure the services provided are commensurate with the fees paid;

- (h) a management employment and succession plan designed to promote adequate staffing and continuity of capable management;
- (i) a realistic and comprehensive budget that corresponds to the Strategic Plan's goals and objectives;
- (j) an action plan to improve and sustain the Bank's earnings and accomplish identified strategic goals and objectives;
- (k) a financial forecast to include projections for significant balance sheet and income statement accounts and desired financial ratios over the period covered by the Strategic Plan;
- (l) an appropriate funding strategy to include limits to manage and control liquidity risk that are commensurate with the Bank's complexity and business activities that considers internal and external factors that could affect the Bank's liquidity that may in no event be less than the requirements in Article V;
- (m) an assessment and establishment of controls over the impact of changes in interest rates on liquid asset valuations, including but not limited to, thresholds or triggers in asset valuation declines with specific action(s) to be taken by the Bank to ensure it maintains sufficient access to asset-based and liability-based liquidity to meet funding needs in both expected and adverse conditions, to include at a minimum, rapidly rising and falling rate scenarios;
- (n) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of Article III;

- (o) a detailed description and assessment of major capital expenditures required to achieve the goals and objectives of the Strategic Plan;
- (p) an identification and prioritization of initiatives and opportunities, including timeframes that comply with the requirements of this Agreement;
- (q) a description of the Bank's target markets, competitive factors in its identified target markets, and controls systems to mitigate risks in the Bank's target markets;
- (r) an identification and assessment of the present and planned product lines (assets and liabilities) and the identification of appropriate risk management systems to identify, measure, monitor, and control risks within the product lines;
- (s) assigned roles, responsibilities, and accountability for the strategic planning process; and
- (t) a description of systems and metrics designed to monitor the Bank's progress in meeting the Strategic Plan's goals and objectives.

(2) Within thirty (30) days following the Board's receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Strategic Plan or to any subsequent update or amendment to the Strategic Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Strategic Plan. The Board shall review the effectiveness of the Strategic Plan and update the Strategic Plan to cover the next twelve-month period at least annually and more frequently if necessary or if required by the OCC in writing. The Board shall

amend the Strategic Plan as needed to address concerns identified by the OCC. Any update or amendment to the Strategic Plan must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(3) Until the Strategic Plan required under this Article has been submitted by the Bank for the Assistant Deputy Comptroller's review, has received a written determination of no supervisory objection from the Assistant Deputy Comptroller, and has been adopted by the Board, the Bank shall not significantly deviate from the products, services, asset composition and size, funding sources, structure, operations, policies, procedures, and markets of the Bank that existed immediately before the effective date of this Agreement without first obtaining the Assistant Deputy Comptroller's prior written determination of no supervisory objection to such significant deviation.

(4) The Bank may not initiate any action that significantly deviates from a Strategic Plan (that has received written determination of no supervisory objection from the Assistant Deputy Comptroller and has been adopted by the Board) without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(5) Any request by the Bank for prior written determination of no supervisory objection to a significant deviation described in paragraphs (3) or (4) of this Article shall be submitted in writing to the Assistant Deputy Comptroller at least thirty (30) days in advance of the proposed significant deviation. Such written request by the Bank shall include an assessment of the effects of such proposed change on the Bank's condition and risk profile, including a profitability analysis and an evaluation of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls, and written policies and procedures to identify, measure, monitor, and control the risks associated with the proposed change.

(6) For the purposes of this Article, changes that may constitute a significant deviation include, but are not limited to, a change in the Bank's markets, marketing strategies, products and services, marketing partners, underwriting practices and standards, credit administration, account management, collection strategies or operations, fee structure or pricing, accounting processes and practices, asset composition and size, or funding strategy, any of which, alone or in the aggregate, may have a material effect on the Bank's operations or financial performance; or any other changes in personnel, operations, or external factors that may have a material effect on the Bank's operations or financial performance.

(7) Within thirty (30) days after the end of each quarter, a written evaluation of the Bank's performance against the Strategic Plan shall be prepared by Bank management and submitted to the Board. Within thirty (30) days after submission of the evaluation, the Board shall review the evaluation and determine the corrective actions the Board will require Bank management to take to address any identified shortcomings. The Board's review of the evaluation and discussion of any required corrective actions to address any identified shortcomings shall be documented in the Board's meeting minutes. Upon completion of the Board's review, the Board shall submit to the Assistant Deputy Comptroller a copy of the evaluation as well as a detailed description of the corrective actions the Board will require the Bank to take to address any identified shortcomings.

ARTICLE V

LIQUIDITY RISK MANAGEMENT

(1) Within ninety (90) days of the date of this Agreement, the Board shall adopt a written Liquidity Risk Management Program ("Liquidity Program") for the Bank. The Liquidity Program shall provide for the identification, measurement, monitoring, and control of the Bank's

liquidity risk exposure, and shall emphasize the importance of cash flow projections, diversified funding sources, a cushion of highly liquid assets, robust liquidity stress testing scenario analyses, and a formal, well-developed contingency funding plan as primary tools for measuring and managing liquidity risk. Refer to the “Interagency Policy Statement on Funding and Liquidity Risk Management,” dated March 22, 2010, (OCC Bulletin 2010-13); the “Addendum to the Interagency Policy Statement on Funding and Liquidity Risk Management: Importance of Contingency Funding Plans,” dated July 28, 2023; and the “Liquidity” booklet of the *Comptroller’s Handbook*, for more information.

(2) In addition to the general requirements set forth above, the Bank’s Liquidity Program shall, at a minimum:

- (a) provide specific assigned accountability for development, execution and oversight of liquidity risk management, including oversight by both the Board and senior management;
- (b) include appropriate policies and procedures for identifying, measuring, monitoring, and controlling liquidity risk exposures, that includes at a minimum:
 - i. assignment of accountability and processes for monitoring and managing intraday liquidity;
 - ii. procedures to ensure that sufficient funds or access to funds exist to meet such cash flow needs under both expected and adverse conditions, including an adequate cushion to meet any unanticipated cash flow needs; and

- iii. procedures and reporting to assess the risks related to deposit runoff, deposit maturity rollovers, wholesale, and alternative funding sources;
- (c) identify appropriate funding strategies and provide limits to manage and control liquidity risk that are commensurate with the Bank's complexity and business activities that considers internal and external factors that could affect the Bank's liquidity, that include at a minimum:
 - i. limits or triggers placed on projected net cash flow positions over specified timeframes under both expected and adverse business conditions that are based on realistic assumptions supported by sound historical economic data;
 - ii. limits or triggers on funding mismatches and guidelines for minimum and maximum average maturity of the Bank's assets and liabilities (by category);
 - iii. minimum levels of highly liquid assets;
 - iv. minimum levels of committed and collateralized contingent funding sources to meet funding needs in both expected and adverse conditions, which are periodically tested to verify availability and operational capabilities;
 - v. limits or triggers on the structure of short-term and long-term funding of the Bank's asset base, under both normal and stressed conditions;

- vi. funding concentration limits commensurate with the Bank's strategic goals, objectives and risk profile, and processes and procedures to ensure the Bank conforms to established limits; and
 - vii. limitations on contingent liabilities in aggregate and by individual category;
- (d) provide adequate risk measurement and monitoring systems, including processes and reporting to assess, on an ongoing basis, the Bank's current and projected funding needs, including the development of cash flow projections under both expected and adverse conditions, and considering the changes in depositor behavior, interest rates and capital levels; and
 - (e) include detailed identification of sources of liquidity to meet projected shortfalls from existing sources under both expected and adverse conditions.

(3) Upon adoption of the Liquidity Program, Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Liquidity Program. The Board shall review the effectiveness of the Liquidity Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Liquidity Program as needed or directed by the OCC. The Board shall forward a copy of the adopted Liquidity Program, and any subsequent amendments thereto, to the Assistant Deputy Comptroller within ten (10) days of adoption.

(4) Within ten (10) days of the beginning of each calendar month, Bank management shall prepare, subject to Board review and approval, a report identifying current liquidity requirements and sources for the next 90 days and projecting liquidity requirements and sources

for the next 12 months (“Periodic Liquidity Report”) to enable the Board to recognize longer-term liquidity needs. Copies of each Periodic Liquidity Report, and any Board comments, shall be forwarded to the Assistant Deputy Comptroller within fifteen (15) days of the beginning of each calendar month.

ARTICLE VI

CONTINGENCY FUNDING PLAN

(1) Within ninety (90) days of the date of this Agreement, the Board shall revise its Contingency Funding Plan to ensure the Bank’s liquidity sources are sufficient to meet its needs under stress events, unexpected circumstances and ongoing adverse business conditions, to include, at a minimum:

- (a) a definition of a liquidity crisis for the Bank;
- (b) the identification of plausible stress events relating to internal and external events or circumstances, including systemic or market events, that could lead to a Bank liquidity crisis;
- (c) determinations of how each identified stress event will affect the Bank’s ability to obtain funding needs under different levels of severity;
- (d) quantitative projection and evaluation of funding needs under each identified stress event;
- (e) the identification of all potentially viable funding sources for addressing each identified stress event with a priority listing of preferred funding sources as well as alternative funding sources of incremental liquidity;

- (f) processes that ensure the Bank maintains access and the operational capability to monetize all funding sources that are relied upon for each stress event;
- (g) the identification of timely early warning triggers to alert management to potential liquidity problems;
- (h) development of a detailed plan for addressing each identified early warning trigger and stress event;
- (i) assigned management responsibility for implementation of all funding plan phases as well as the appointment of a qualified liquidity crisis management team and administrative structure;
- (j) preparation of monthly liquidity crisis reports to monitor the Bank's ability to meet its current and future liquidity needs, to include at a minimum:
 - (i) funding capacity reports by funding type;
 - (ii) funding source concentration reports;
 - (iii) vault cash management reports;
 - (iv) reports on performance in relation to liquidity limits and benchmarks;
 - (v) liquid asset levels including the fair value of unencumbered investment securities in available-for-sale and held-to-maturity portfolios, and the adequacy of established methods to monetize assets;
 - (vi) levels and trends in uninsured deposits;

- (vii) certificate of deposit breakage and early redemptions;
- (viii) aggregate wire transfer activity levels and trends;
- (ix) account runoff attributed to deposit rate restrictions;
- (x) reports describing alternative funding sources of incremental liquidity, including standby emergency sources of liquidity;
- (xi) information and reports on the stability, pricing and performance of the markets from which funds would be obtained; and
- (xii) cash flow projections and run-off reports;
- (k) an internal and external communication process, including:
 - (i) the identification of relevant report and other information for dissemination to various stakeholders that may include the Board, management, staff, and Assistant Deputy Comptroller;
 - (ii) processes and assigned responsibility for periodic reporting to the various stakeholders;
 - (iii) detailed plans and processes for controlling negative publicity, including assigned responsibility and plans for addressing customer concerns and negative publicity, including social media; and
- (l) procedures to test components of the Contingency Funding Plan to assess its reliability under times of stress.

(3) Upon adoption of the Contingency Funding Plan, Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Contingency Funding Plan and any amendments thereto. The Board shall

review the effectiveness of the Contingency Funding Plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Contingency Funding Plan as needed or directed by the OCC. The Board shall forward a copy of the adopted Contingency Funding Plan, and any subsequent amendments thereto, to the Assistant Deputy Comptroller within ten (10) days of adoption.

ARTICLE VII

GENERAL BOARD RESPONSIBILITIES

(1) The Board shall ensure that the Bank has timely adopted and implemented all corrective actions required by this Agreement, and shall verify that the Bank adheres to the corrective actions and they are effective in addressing the Bank's deficiencies that resulted in this Agreement.

(2) In each instance in which this Agreement imposes responsibilities upon the Board, it is intended to mean that the Board shall:

- (a) authorize, direct, and adopt corrective actions on behalf of the Bank as may be necessary to perform the obligations and undertakings imposed by this Agreement;
- (b) ensure that the Bank has sufficient processes, management, personnel, control systems, and corporate and risk governance to implement and adhere to all provisions of this Agreement;
- (c) require that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities pertaining to or resulting from this Agreement;

- (d) hold Bank management and personnel accountable for executing their duties and responsibilities pertaining to or resulting from this Agreement;
- (e) require appropriate, adequate, and timely reporting to the Board by Bank management of corrective actions directed by the Board to be taken under the terms of this Agreement; and
- (f) address any noncompliance with corrective actions in a timely and appropriate manner.

ARTICLE VIII

OTHER PROVISIONS

(1) As a result of this Agreement, pursuant to 12 C.F.R. § 5.51(c)(7)(ii), the Bank is in “troubled condition,” and is not an “eligible bank” for purposes of 12 C.F.R. § 5.3 or 12 C.F.R. § 24.2(e), unless otherwise informed in writing by the OCC.

(2) This Agreement supersedes all prior OCC communications issued pursuant to 12 C.F.R. §§ 5.3, 5.51(c)(7)(ii), and 24.2(e)(4).

ARTICLE IX

CLOSING

(1) This Agreement is intended to be, and shall be construed to be, a “written agreement” within the meaning of 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor

the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time.

(3) The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly authorized representative. If the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, the Board or a Board-designee shall submit a written request to the Assistant Deputy Comptroller asking for the desired relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that warrant the desired relief or prevent the Bank from complying with the relevant provision(s) of the Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(4) The Bank will not be deemed to be in compliance with this Agreement until it has adopted, implemented, and adhered to all of the corrective actions set forth in each Article of

this Agreement; the corrective actions are effective in addressing the Bank's deficiencies; and the OCC has verified and validated the corrective actions. An assessment of the effectiveness of the corrective actions requires sufficient passage of time to demonstrate the sustained effectiveness of the corrective actions.

(5) Each citation, issuance, or guidance referenced in this Agreement includes any subsequent citation, issuance, or guidance that replaces, supersedes, amends, or revises the referenced cited citation, issuance, or guidance.

(6) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(7) All reports, plans, or programs submitted to the OCC pursuant to this Agreement shall be sent via email to the Assistant Deputy Comptroller with a copy to the Bank's assigned Portfolio Manager.

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

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his duly authorized representative, has hereunto set his signature on behalf of the Comptroller.

//s// Digitally Signed, Dated: 2025.07.16

André P. King
Assistant Deputy Comptroller
Downers Grove Office

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of First National Bank & Trust, Clinton, Illinois have hereunto set their signatures on behalf of the Bank.

/s/

7-9-25

Kim Gibson

Date

//s// Digitally Signed, Dated: 2025.07.09

July 9, 2025

Joshua M. Guttan

Date

//s// Digitally Signed

July 9, 2025

Randall J. Rice

Date

//s// Digitally Signed, Dated: 2025.07.09

Joshua W. Shofner

Date