

PASSIVITY AGREEMENT

This Passivity Agreement ("Agreement"), is made and entered into as of December 21, 2007, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION** (the "FDIC"), a Federal banking agency, with its principal office in Washington, D.C., and the Capital Group Companies, Inc., a Delaware corporation ("CGC").

WHEREAS, generally, pursuant to the Change in Bank Control Act ("CBCA"), 12 U.S.C. § 1817(j), no person may acquire control of a state, nonmember bank unless the FDIC has been given at least sixty-days prior written notice and within that time the FDIC has not disapproved the proposed acquisition; and

WHEREAS, generally, pursuant to FDIC regulations at 12 C.F.R. §§ 303.80 to 303.86, any person, acting directly or indirectly, or through or in concert with, one or more persons, who acquires voting shares of a state nonmember bank or a parent company of a state nonmember bank is presumed to have acquired control of such bank or parent company, if (i) immediately after the acquisition, the acquiring person or persons acting in concert own, control, or hold with power to vote ten percent or more of any class of voting stock of such bank or parent company, and (ii) either no other person will own, control, or hold with power to vote a greater percentage of that class of voting shares, or the bank's or the parent company's shares, as appropriate, are registered under section 12 of the Securities Exchange Act of 1934; and

WHEREAS, _____, a Delaware corporation (the "Parent Company"), controls _____, an FDIC-insured _____ (the "Bank") and is the parent company of the Bank; and

WHEREAS, CGC is a holding company for a number of investment management subsidiaries that, in the ordinary course of business, purchase and sell securities on behalf of their clients; and

WHEREAS, pursuant to 17 C.F.R. §240.13d-1(b), CGC's investment management subsidiaries file securities ownership reports with the Securities and Exchange Commission on Schedule 13G, which is only available for securities that are not acquired for the purpose or effect of changing or influencing the control of the issuer; and

WHEREAS, the investment management subsidiaries of CGC plan to acquire, exclusively for investment purposes and on behalf of their clients, at least ten but less than twenty-five percent in the aggregate of a class of voting shares of the Parent Company (the "Proposed Acquisition"); and

WHEREAS, the Parent Company's shares are registered under section 12 of the Securities Exchange Act of 1934; and

WHEREAS, if CGC and its subsidiaries were to proceed with the Proposed Acquisition, the FDIC would presume that CGC has acquired control of the Bank; and

WHEREAS, in order to rebut the presumption of control and to confirm to the FDIC that CGC will not be acquiring control of the Bank, CGC has offered to make the commitments and representations contained in this Agreement;

NOW, THEREFORE, in consideration of the representations, commitments, and agreements contained herein, the parties agree as follows:

I. If CGC makes, and complies with, the commitments and other provisions of this Agreement, and if the representations made herein by CGC are true and correct, FDIC staff will not recommend to the Board of Directors of the FDIC that it determine that CGC has acquired control of the Bank in making the Proposed Acquisition.

II. CGC commits that neither it nor any of its subsidiaries will, directly or indirectly, acting alone or in concert with others:

- A. Direct, or attempt to direct the management or policies of the Parent Company or any of its subsidiaries;
- B. Have or seek to have any representative serve on the board of directors of the Parent Company or any of its subsidiaries;
- C. Have or seek to have any employee or representative serve as an officer, agent, or employee of the Parent Company or any of its subsidiaries;
- D. Take any action that would cause the Parent Company or any of its subsidiaries to become a subsidiary of CGC or any of its subsidiaries;
- E. Acquire or retain shares, directly or indirectly, that would cause the combined interests of CGC and its officers, directors, and affiliates to equal or exceed 25 percent of any class of voting shares of the Parent Company or any of its subsidiaries;
- F. Propose a director or slate of directors in opposition to a nominee or slate of nominees proposed by the management or board of directors of the Parent Company or any of its subsidiaries;
- G. Solicit or participate in soliciting proxies with respect to any matter presented to the shareholders of the Parent Company or any of its subsidiaries;
- H. Attempt to influence the dividend policies; loan, credit, or investment decisions or policies; pricing of services; personnel decisions; operational activities, including the location of any offices or branches or their hours of operation, etc.; or any similar activities or decisions of the Parent Company or

any of its subsidiaries;

- I. Dispose or threaten to dispose of shares of the Parent Company in any manner as a condition of specific action or nonaction by the Parent Company; or
- J. Enter into any other banking or nonbanking transactions with the Bank or any company that controls the Bank, except (i) that CGC and its affiliates may establish and maintain deposit accounts with the Bank, that in the aggregate are less than or equal to the greater of 5% of the Bank's total deposits or \$500,000, provided that such accounts are subject to substantially the same terms as those applicable to comparable accounts of persons not associated with the Bank or any company that controls the Bank; and (ii) that CGC and its affiliates may acquire, directly or indirectly, additional capital stock of the Parent Company or any other company that may directly or indirectly control the Bank as long as the combined interests of CGC and its officers, directors, affiliates, and any persons acting in concert with CGC or any of its affiliates, remain less than 25 percent of each class of voting shares of each of the Bank, the Parent Company, and any other company that controls the Bank.

III. Before deviating from any of the foregoing commitments, CGC will either file a change in bank control notice pursuant to the CBCA or obtain a written opinion from the FDIC that such a notice is not required.

IV. CGC represents and warrants that it has full power and the legal authority to execute this Agreement, and that this Agreement is binding and enforceable with respect to CGC.

V. CGC acknowledges that the failure to comply with any provision of this Agreement, the inaccuracy of any representation, or the violation of any warranty made herein may be viewed as a violation of the CBCA, and further acknowledges that, in addition to any other remedies provided by law, this Agreement is a "written agreement" enforceable under section 8 of the Federal Deposit Insurance Act (12 U.S.C. § 1818) and that violation of any provision of this Agreement may subject one or more of CGC and its affiliates to enforcement action.

VI. Miscellaneous Provisions.

Definitions. The term "Board of Directors" includes, for a corporation, the board of directors, and for a limited liability company, the board of managers or the managing members, as appropriate. The term "subsidiary" means any company that is directly or indirectly controlled by another company, and "control" has the meaning given it in 12 U.S.C. § 1817(j)(8) including the presumption of control at 12 C.F.R. § 303.82(b)(2). Other terms used in this Agreement that are not otherwise defined herein have the meanings given them in section 3 of the FDI Act, 12 U.S.C. § 1813.

Authority. CGC has provided an opinion of counsel that this Agreement has been duly authorized and executed and that it constitutes a binding and enforceable obligation of CGC.

Governing Laws. This Agreement and the rights and obligations hereunder shall be governed by, and construed in accordance with, Federal law, and, in the absence of controlling Federal law, in accordance with the laws of the State of New York.

No Waiver. No failure to exercise, and no delay in the exercise of, any right or remedy on the part of any party to this Agreement shall operate as a waiver, abandonment, or termination of any right or remedy. Further, any exercise or partial exercise of any right or remedy relating to this Agreement will not preclude any other or further exercise of any other right or remedy.

No Oral Change. This Agreement may not be modified, amended, discharged, terminated, released, renewed or extended in any manner except by a writing signed by each party.

Addresses. Any notice, request or other communication pursuant to the Agreement shall be provided in writing and shall be delivered by hand or sent by United States express mail or commercial express mail, postage prepaid, and addressed as follows:

If to CGC:

The Capital Group Companies, Inc.
333 South Hope Street, 55th Floor
Los Angeles, California 90071-1447
Attn: Michael J. Downer

If to the FDIC:

Associate Director, Division of Supervision and Consumer Protection
Supervision and Applications Branch
Federal Deposit Insurance Corporation
550 17th Street, NW
Washington, D.C. 20429

No Assignment. This agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the FDIC.

Complete Agreement. This Agreement is the complete and exclusive statement of the agreement between the parties concerning the commitments set forth herein, and supersedes all prior written or oral communications, understandings, representations, and agreements relating to the subject matter of this Agreement.

Severability. In the event any one or more of the provisions contained herein should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year indicated above.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____
Sandra L. Thompson
Director, Division of Supervision and Consumer Protection

THE CAPITAL GROUP COMPANIES, INC.

By: _____
Name: Philip de Toledo
Title: President

Severability. In the event any one or more of the provisions contained herein should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year indicated above.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____
Sandra L. Thompson
Director, Division of Supervision and Consumer Protection

THE CAPITAL GROUP COMPANIES, INC.

By: _____
Name: Philip de Toledo
Title: President