

WHEREAS, if the Davis Advisers were to proceed with the Proposed Acquisition, the FDIC would presume that the Davis Advisers have acquired control of the Bank; and

WHEREAS, in order to rebut the presumption of control and to confirm to the FDIC that the Davis Advisers will not be acquiring control of the Bank, the Davis Advisers have 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 the Davis Advisers make, and comply with, the commitments and other provisions of this Agreement, and if the representations made herein by the Davis Advisers are true and correct, FDIC staff will not recommend to the Board of Directors of the FDIC that it determine that one or more of the Davis Advisers have acquired control of the Bank in making the Proposed Acquisition.

II. Each of the Davis Advisers commits that it will not, 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 any of the Davis Advisers;
- E. Acquire or retain shares, directly or indirectly, that would cause the combined interests of the Davis Advisers and their 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 the Davis Advisers may establish and maintain deposit accounts with the Bank, in an aggregate amount 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 the Davis Advisers, collectively, may acquire, directly or indirectly, additional capital stock of Parent Company or any other company that may directly or indirectly control the Bank as long as the combined interests of the Davis Advisers and their officers, directors, affiliates, and any persons acting in concert with the Davis Advisers, 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, the Davis Advisers 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. Each of the Davis Advisers represents that it has full power and the legal authority to execute this Agreement, and that this Agreement is binding and enforceable against it.

V. Each of the Davis Advisers acknowledges that the failure to comply with any provision of this Agreement or the inaccuracy of any representation 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 the Davis Advisers to enforcement action.

VI. Miscellaneous Provisions.

Definitions. The term "Board of Directors" includes 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. The Board of Directors of the General Partner has authorized Mr. Davis to enter into this Agreement on behalf of itself and the Limited Partnership.

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 California.

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 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 one or more of the Davis Advisers:

Davis Selected Advisers, L.P.
2949 East Elvira Road, Suite 101
Tucson, Arizona 85706

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

Davis Selected Advisers, L.P.

By its ~~General~~ Partner: ~~Davis Investments, LLC~~

By: _____

Printed Name and Title: THOMAS D. TAYS, VICE PRESIDENT

Davis Investments, LLC

By: _____

Printed Name and Title: KENNETH C. EICH, CHIEF OPERATING OFFICER

Christopher Davis, individually
