

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

In the Matter of

BANKWEST, INC.

PIERRE, SOUTH DAKOTA

FIRST FIDELITY BANK,

BURKE, SOUTH DAKOTA

REPUBLIC BANK & TRUST CO.

LOUISVILLE, KENTUCKY

VENTURE BANK,

LACEY, WASHINGTON

(INSURED STATE NONMEMBER BANKS)

WRITTEN AGREEMENT

FDIC-06-144WA

**WRITTEN AGREEMENT BETWEEN ADVANCE AMERICA, CASH ADVANCE
CENTERS, INC., AGENT AND BANK SERVICE PROVIDER, AND THE
FEDERAL DEPOSIT INSURANCE CORPORATION**

WHEREAS, Advance America, Cash Advance Centers, Inc. and its subsidiaries (“Advance America”) provide or have provided marketing and servicing of various loan products for certain state non-member banks (“Banks”) and are subject to regulation and examination by the Federal Deposit Insurance Corporation (“FDIC”) to the same extent as if such activities were being performed by the Banks themselves on the Banks’ own premises, pursuant to Section 7(c) of the Bank Service Company Act, 12 U.S.C. § 1867(c).

WHEREAS, Advance America is or has been an agent of the Banks and is or has been an institution-affiliated party of Banks as that term is defined in Section 3(u)(1) of the Federal Deposit Insurance Act (“FDI Act”), 12 U.S.C. § 1813(u)(1);

WHEREAS, the FDIC is the appropriate Federal banking agency regarding Advance America pursuant to Section 3(q) of the FDI Act, 12 U.S.C. § 1813(q), when Advance America acts as agent or an institution affiliated party for any state non-member bank;

WHEREAS, the FDIC is authorized to enter into this Written Agreement pursuant to section 9 of the FDI Act, 12 U.S.C. § 1819(a)(Seventh);

WHEREAS, the Banks have entered into marketing and servicing agreements with Advance America;

WHEREAS, Advance America has marketed and serviced various loan products for the Banks;

WHEREAS, the FDIC has identified regulatory issues, and alleged substantive violations of law, ineffective procedures and other safety and soundness problems with the Banks' loan programs marketed and serviced by Advance America;

WHEREAS, in February 2006, the FDIC advised the Banks with active marketing and servicing agreements with Advance America of regulatory issues, and alleged substantive violations of law, ineffective procedures and other safety and soundness problems associated with these programs;

WHEREAS, there have been no allegations or findings of wrongdoing against Advance America by the FDIC;

WHEREAS, without any finding or admission of liability, the Banks voluntarily agreed to terminate their relationships with Advance America;

WHEREAS, Advance America may desire to continue to market and service Payday Loan products for state non-member banks;

NOW, THEREFORE, Advance America and the FDIC voluntarily agree as follows:

1. That before Advance America enters into an agreement with a state non-member bank to market or service any Payday Loan products, Advance America agrees to voluntarily provide the FDIC with thirty (30) day written notice prior to the effective date of the agreement;

2. All communications regarding this Written Agreement shall be sent to:

- (a) Monica Allie, General Counsel
Advance America, Cash Advance Centers, Inc.
135 North Church Street,
Spartanburg, South Carolina 29306;

and

- (b) Steven D. Fritts, Associate Director Risk Management Policy and Examination Oversight

Division of Supervision and Compliance
Federal Deposit Insurance Corporation, F 6074
550 17th Street, N.W.
Washington, D.C. 20429;

3. Each provision of this Written Agreement shall continue in full force and effect unless or until amended by mutual consent of the parties hereto.

4. This Written Agreement shall become effective as of the date it is executed by all of the parties.

5. This Written Agreement shall expire and the obligations of each party hereunder shall terminate two (2) years following the effective date as set forth in paragraph 4, above.

6. This Agreement is a "written agreement" for the purposes of Section 8 of the FDI Act, 12 U.S.C. § 1818, and enforceable under the provisions of that section. Advance America waives the right to challenge the validity of the Written Agreement under the FDI Act or any other provision of law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 22nd day of August, 2006.

Monica Allie
General Counsel
Advance America, Cash Advance Centers, Inc.
Spartanburg, South Carolina

Steven D. Fritts
Associate Director Risk Management Policy and Examination Oversight,
Division of Supervision and Compliance
Federal Deposit Insurance Corporation
Washington, D.C.