

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

In the Matter of)	
)	
JULIUS CLINT MARTIN II,)	
as an institution-affiliated party of)	ORDER TO PAY
)	
FIRST GUARANTY BANK,)	FDIC-17-0218k
MARTIN, KENTUCKY)	
)	
(INSURED STATE NONMEMBER BANK))	
)	
RESPONDENT'S NMLS UI# 1004548)	

Julius Clint Martin II (Respondent) and a representative of the Legal Division of the Federal Deposit Insurance Corporation (FDIC) executed a Stipulation and Consent to the Issuance of an Order to Pay (CONSENT AGREEMENT) dated June 14, 2018, whereby Respondent, solely for the purpose of resolving this proceeding and without admitting or denying any breaches of fiduciary duty for which civil money penalties may be assessed, consented and agreed to pay civil money penalties in the amount specified below to the Treasury of the United States.

The FDIC has determined, and Respondent neither admits nor denies, that, as an institution affiliated party of First Guaranty Bank, Martin, Kentucky, Respondent, while chief operating officer, chief financial officer, and board secretary at the Bank, breached his fiduciary duty to the Bank when he caused the Bank to pay for credit card expenses associated with non-Bank business between January 2013 and September 2014.

After taking into account the CONSENT AGREEMENT, the appropriateness of the penalty with respect to the financial resources and good faith of Respondent, the gravity of the

violation by Respondent, the history of previous violations by Respondent, and such other matters as justice may require, the FDIC accepts the CONSENT AGREEMENT and issues the following:

ORDER TO PAY

IT IS HEREBY ORDERED that by reason of the breaches of fiduciary duty set forth above, a penalty of \$35,000 is assessed against Julius Clint Martin II. Respondent shall pay the civil money penalty to the Treasury of the United States.

IT IS FURTHER ORDERED that Respondent is prohibited from seeking or accepting indemnification from any insured depository institution for the civil money penalty assessed and paid in this matter.

Nothing herein shall preclude any proceedings brought by the FDIC to enforce the terms of the ORDER TO PAY issued pursuant to this CONSENT AGREEMENT, and nothing herein constitutes a waiver of any right, power, or authority of the FDIC (except as stated in the Consent Agreement) or any other Federal or state agency or department from taking any other action against Respondent, the Bank, or any of the Bank's current or former institution-affiliated parties, as that term is defined in 12 U.S.C. §1813(u).

This Order to Pay shall be effective upon issuance.

Pursuant to delegated authority.

Dated this 13th day of August, 2018.

/s/

Patricia A. Colohan
Associate Director
Division of Risk Management Supervision