

CASH MANAGEMENT SWEEP ACCOUNT AGREEMENT

This Cash Management Sweep Account Agreement (this "Agreement") contains all of the terms and conditions governing **John Marshall Bank's** Cash Management Sweep Account ("CMSA").

While the minimum balance maintained in your underlying Deposit Account may be insured up to \$100,000 by FDIC, the available balance "swept" into the CMSA does not represent a deposit and is not insured by the FDIC.

Please read this Agreement carefully and keep it for future reference.

1. DEFINITIONS

1.1 "Act of Insolvency," with respect to any party, refers to (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or such party seeking the appointment of a receiver, trustee, custodian or similar official for such party or any substantial part of its property; or (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, or (B) results in the entry of an order for relief having a similar effect, or (C) is not dismissed within thirty (30) days; or (iii) the making by a party of a general assignment for the benefit of its creditors; or (iv) the admission in writing by a party of its inability to pay its debts as they become due.

1.2 "Available Balance" refers to the amount available for a repurchase transaction which, unless otherwise specifically agreed to in writing by the Bank from time to time, shall be (a) the ledger balance of the Deposit Account, minus (b) checks deposited in that Account that are in the process of collection, both calculated as of the close of the previous business day, minus (c) those items debited against that Account on the same business day, minus (d) the Target Amount.

1.3 "Bank" refers to **John Marshall Bank**, a **Virginia** banking corporation, and also a "party" and, collectively with Customer, the "parties".

1.4 "Business Day," as used in this Agreement refers to any day other than a Saturday, a Sunday, or a day on which banks in the State of **Virginia** are authorized or required by law to be closed.

1.5 "Buyer" refers to either Customer or Bank where such party gets ownership of the Securities from the other (becomes the party in whose name the records of the Bank show ownership of the Securities) in accordance with this Agreement.

1.6 "CMSA" refers to this Agreement pursuant to which all Transactions are effected.

1.7 "Confirmation" refers to the written confirmation of each Transaction which is given to you by the Bank and which identifies the issuer, maturity, coupon, par amount, Market Value and, in certain instances, the CUSIP or mortgage pool number of the underlying Securities.

1.8 "Custodian" refers to Bank or an affiliate or subsidiary thereof (or any similar institutional custodian) as may be selected by the Bank from time to time without prior notice to, or approval of, the Customer.

1.9 "Customer" refers to the person or persons executing this Agreement as a Customer, also a "party" and, collectively with Bank, the "parties".

1.10 "Deposit Account" refers to your demand deposit account with the Bank that any Available Balance will be "swept" from.

1.11 "Income," with respect to any Security at any time, refers to any principal thereof then payable and all interest, dividends and other distributions thereon.

1.12 "Market Value," with respect to the Securities as of any date, refers to the price for such Securities on such date obtained from a generally recognized source reasonably selected by the Bank plus all accrued income to the extent not included therein.

1.13 "Price Differential," with respect to any Transaction hereunder as of any date, refers to the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination, reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction.

1.14 "Pricing Rate" refers to the per annum percentage rate specified in Paragraph 6 of this Agreement used for determination of the Price Differential.

1.15 "Prime Rate" refers to the prime rate of U.S. money center commercial banks as published in The Wall Street Journal.

1.16 "Purchase Date" refers to the date on which Purchased Securities are transferred by Seller to Buyer as specified in the applicable confirmation.

1.17 "Purchase Price" refers to the price at which Purchased Securities are transferred by Seller to Buyer.

1.18 "Purchased Securities" refers to the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefore in accordance with Paragraph 7 hereof.

1.19 "Repurchase Date" refers to the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraphs 2 or 9 hereof.

1.20 "Repurchase Price" Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case as the sum of the Purchase Price and the Price Differential as of the date of such determination, increased by any amount determined by the application of the provisions of Paragraph 9 hereof.

1.21 "Securities" refers to U.S. Government obligations, which either are direct obligations of the U.S. Government or are obligations fully guaranteed as to principal and interest by the U.S. Government or an agency thereof.

1.22 "Seller" refers to either Customer or Bank where such party delivers ownership of the Securities (in whose name the records of the Bank show ownership of the Securities) to the other in accordance with this Agreement.

1.23 "Sweep" refers to the process by which the Bank transfers the Available Balance from Your Deposit Account and purchases the Securities.

1.24 "Transaction" refers to any transaction in which the Seller transfers to the Buyer the Securities against the Buyer's transfer of funds to Seller with a simultaneous agreement by Buyer to transfer to Seller such Securities on demand against the transfer of funds by Seller.

1.25 "Target Amount" refers to the minimum balance which you are required to maintain in Your Deposit Account, as determined by the Bank from time to time, in consideration of the Banks services before any Available Balance will be "swept".

1.26 "You" and "Your" refer to the Customer.

2. THE INVESTMENT

The Available Balance "swept" from your Deposit Account will be invested on your behalf pursuant to this Agreement. The Bank has or will deliver to the Custodian the Securities serving as collateral pursuant to this Agreement and will sell (mark, on the records of the Bank, ownership of the Securities) the Securities to you. The Market Value of those Securities will at all times at least equal the value of your investment and will be verified daily based on the most currently available pricing data. {Bank is the Seller, you are the Buyer.}

On the first business day immediately following the Purchase Date, the Bank shall repurchase the Purchased Securities from you. {You are the Seller; the Bank is the Buyer.}

3. INCOME PAYMENTS

Where a particular Transaction's term extends over an income payment date on the Securities subject to that Transaction, the Bank shall be entitled to such income payment or payments with respect to any Purchased Securities subject to such Transaction.

4. SECURITY INTEREST

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, the Bank shall be deemed to have pledged to you as security for the performance by the Bank of its obligations under each such Transaction, and shall be deemed to have granted to you a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all proceeds thereof.

5. PAYMENT AND TRANSFER

Unless otherwise specifically agreed to in writing by the Bank, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party shall be transferred either (i) on the book-entry system of a Federal Reserve Bank, or (ii) by any other method mutually acceptable to Seller and Buyer. As used herein with respect to Securities, "transfer" is intended to have the same meaning as when used in the Virginia Revised Statutes or, where applicable, in any federal regulation governing transfers of the Securities.

6. PRICING RATE CALCULATION

The Pricing Rate for each Transaction will be based on a fluctuating rate which generally reflects the Bank's yield on funds (known as "federal funds") which are sold in the financial markets. This rate is referred to as the "Federal Fund" rate. The Pricing Rate on each transaction will be calculated daily, at the following percentages:

<u>Balance Range</u>	<u>Percentage</u>
\$0.00-\$100,000.00	.75% below the Federal Funds rate
\$100,000.01-\$499,999.99	.25% below the Federal Funds rate
\$500,000.00-\$1,999,999.99	.25% above the Federal Funds rate
\$2,000,00.00 and over	.50% above the Federal Funds rate

The monthly average Federal Fund rate of the immediately prior calendar month is called the "Calculated Percentage"), **EXCEPT**, at any time that the daily Federal Funds rate decreases below the Calculated Percentage, the Bank may immediately adjust the Pricing Rate by an amount equal to such decrease. To find out the present Pricing Rate, you may contact the Bank.

The Price Differential will be credited monthly to your Deposit Account, except when this Agreement is terminated, then, any Price Differential earned under this Agreement but not yet credited before the termination date of this Agreement will be added to your Deposit Account on such termination date.

7. SEGREGATION OF PURCHASED SECURITIES

To the extent required by applicable law, all Purchased Securities shall be segregated from other securities owned by Bank in its possession (either its physical possession or as held by any custodian used by Bank) and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the Bank's books and records. Although title to all Purchased Securities shall pass to Customer as Buyer, Customer as Buyer is, to the fullest extent allowed by law, expressly prohibited from engaging in further repurchase transactions with the Purchased Securities or otherwise pledging or hypothecating the Purchased Securities, in light of (i) Bank's right to all Income pursuant to Paragraph 3 above and (ii) Customer's obligations to transfer the Purchased Securities to Bank pursuant to this Agreement.

The Seller is not permitted to substitute other Securities for those subject to this Agreement and therefore must keep the Buyer's securities segregated at all times, unless in this Agreement the Customer as Buyer grants the Bank as Seller the right to substitute other Securities. If the Customer as Buyer grants the right to substitute, this means that the Customer's Securities will likely be commingled with the Bank's own Securities during the trading day. The Customer is advised that, during any trading day that the Customer's Securities are commingled with the Bank's Securities, they may be subject to liens granted by the Bank to third parties and may be used by the Bank for deliveries on other securities transactions. Whenever the Securities are commingled, the Bank's ability to re-segregate substitute Securities for the Customer will be subject to the Bank's ability to satisfy any lien or to obtain substitute Securities.

Customer as Buyer hereby acknowledges that, for purposes of this Agreement, Customer as Buyer has agreed to and accepted substitution by Bank as Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

8. REPRESENTATIONS

Customer and Bank each represents and warrants to the other that: (i) it is duly authorized to execute and deliver this Agreement, to enter into the Transactions contemplated hereunder and to perform its obligations hereunder and that it has taken all necessary action to authorize such execution, delivery and performance; (ii) it will engage in such Transactions as a principal; (iii) the person signing this Agreement on its behalf is duly authorized to do so; (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect; and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction, Customer and Bank shall each be deemed to have repeated all the foregoing representations made by it.

9. EVENTS OF DEFAULT

In the event that (i) Bank fails to repurchase or Customer fails to transfer Purchased Securities upon the applicable Repurchase Date, (ii) Customer fails to comply with Paragraph 3 hereof, (iii) an Act of insolvency occurs with respect to Customer or Bank, (iv) any representation made by Customer or Bank shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (v) Customer or Bank shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default").

9.1 At the option of the non-defaulting party, exercised by written notice to the defaulting party (which option shall be deemed to have been exercised, even if no notice is given, immediately upon the occurrence of an Act of Insolvency), the Repurchase Date for each Transaction hereunder shall be deemed immediately to occur.

9.2 In all Transactions in which the defaulting party is acting as Seller, if the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph 9.1 of this Paragraph,

(i) The defaulting party's obligations hereunder to repurchase all Purchased Securities in such Transactions shall thereupon become immediately due and payable; and

(ii) To the extent permitted by applicable law, the Repurchase Price with respect to each such Transaction shall be increased by the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Repurchase Price for such Transaction as of the Repurchase Date as determined pursuant to subparagraph 9.1 of this Paragraph (decreased as of any day by (A) any amounts retained by the non-defaulting party with respect to such Repurchase Price pursuant to clause (iii) of this subparagraph, (B) any proceeds from the sale of Purchased Securities pursuant to subparagraph 9.4 (i) of this Paragraph, and (C) any amounts credited to the account of the defaulting party pursuant to subparagraph 9.5 of this Paragraph) on a 360-day per year basis for the actual number of days during the period from and including the date of the Event of Default giving rise to such option to, but excluding the date of payment of, the Repurchase Price as so increased; and

(iii) All Income paid after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Price owed by the defaulting party; and

(iv) The defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession.

9.3 In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Price for all such transactions, the defaulting party's right, title and interest in all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

9.4 After one Business Day's notice to the defaulting party (which notice need not be given if an Act of Insolvency shall have occurred, and which may be the notice given under clause (ii) of the first sentence of this Paragraph 9, or the notice referred to in subparagraph 9.1 of this Paragraph, the non-defaulting party may: (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market at such price or prices as the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Price and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Price and any other amounts owing by the defaulting party hereunder; and (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) purchase securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source.

9.5 As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party (i) with respect to Purchased Securities (other than Additional Purchased Securities), for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities therefore over the Repurchase Price for such Purchased Securities and (ii) with respect to Additional Purchased Securities, for the price paid (or deemed paid) by the non-defaulting party for the Replacement Securities therefore. In addition, the defaulting party shall be liable to the non-defaulting party for interest on such remaining liability with respect to each such purchase (or deemed purchase) of Replacement Securities from the date of such purchase (or deemed purchase) until paid in full by Buyer. Such interest shall be at a rate equal to the Pricing Rate.

9.6 For purposes of this Paragraph 9, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the non-defaulting party of its option under subparagraph (a) of this Paragraph.

9.7 The defaulting party shall be liable to the non-defaulting party for the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a consequence of an Event of Default, together with interest thereon at a rate equal to the Prime Rate.

9.8 The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it at law or in equity.

10. SINGLE AGREEMENT

Customer and Bank acknowledge that, and have entered into this Agreement and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single contractual relationship and have been made in consideration of each other. Accordingly, Customer and Bank each agrees: (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder; (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder; and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other.

11. NOTICES AND OTHER COMMUNICATIONS

All notices or other communication of any kind which any party may be required or may desire to serve on the other in connection with this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if:

11.1 Personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered);

11.2 Sent by Federal Express (or other similar overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier);

11.3 Sent by United States first-class mail, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) Business Days after mailing in the United States); or

11.4 Sent by telecopy or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopy or facsimile machine (any notice so delivered shall be deemed to have been received (i) on the date of transmission, if so transmitted before 5:30 p.m. Pacific Time on a Business Day, or (ii) on the next Business Day, if so transmitted on or after 5:30 p.m. Pacific Time on a Business Day or if transmitted on a day other than a Business Day).

All notices shall be addressed to the parties at the addresses as set forth on the signature page of this Agreement. Either party may, by notice given pursuant to this Paragraph, change the person or persons and/or address or addresses, and/or facsimile number or numbers or designate an additional person or persons or an additional address or addresses, or facsimile number or numbers for its notices, but notice of any such change shall only be effective upon its receipt by the other party.

12. ENTIRE AGREEMENT; SEVERABILITY

This Agreement shall supersede any existing agreements between the Bank and you containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

13. NON-ASSIGNABILITY; TERMINATION

The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be cancelled without notice by either party at any time, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

14. GOVERNING LAW

This Agreement shall, except to the extent preempted by federal law, be governed by the laws of the Commonwealth of Virginia without giving effect to the conflict of law principles thereof.

15. NO WAIVERS

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto.

16. USE OF EMPLOYEE PLAN ASSETS

16.1 If assets of an employee benefit plan subject to any provision of the Employee retirement Income Security Act of 1974 ("ERISA") are intended to be used by you in a Transaction, you must notify the Bank prior to the Transaction. You shall be required to represent in writing to the Bank that the Transaction does not constitute a prohibited transaction under ERISA or that it is otherwise exempt therefrom, and the Bank may, but shall not be required to, proceed in reliance on your representation.

16.2 Subject to the last sentence of the preceding subparagraph, any such Transaction may be effected only if the Bank furnishes or has furnished to you the most recent available audited statement of its financial condition and the most recent subsequent un-audited statement of its financial condition.

16.3 By entering into a Transaction pursuant to this Paragraph, the Bank shall be deemed to (i) represent to you that since the date of the Bank's latest such financial statements, there has been no material adverse change in the Bank's financial condition which the Bank has not disclosed to you, and (ii) agree to provide you with future audited and un-audited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving the assets of an employee benefit plan.

17. INTENT

17.1 The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended.

17.2 It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 9 hereof, is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

18. DEPOSIT ACCOUNT

Your Deposit Account continues to be governed by your Deposit Account Agreement except as expressly modified by this Agreement.

19. FEES

The monthly fee for the CMSA provided by the Bank under this Agreement is **\$50.00** per month. Fee will be paid by the Customer through a charge to the Customer's monthly account analysis. The Bank may modify this fee upon thirty (30) days advance notice to the Customer.

20. CUSTOMER STATEMENTS/INFORMATION REPORTS

While this Agreement is in effect, the Bank will send you daily confirmations showing activity in your CMSA.

ACKNOWLEDGMENT:

The undersigned Customer acknowledges that he/she/it has received and read a copy of this Agreement and hereby agrees to all of the terms and conditions set forth herein. Customer is completing the attached the Cash Sweep Account Information Form (Exhibit A) to facilitate the establishment of this CMSA.

"CUSTOMER"

John Marshall Bank

"BANK"

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

CASH MANAGEMENT SWEEP ACCOUNT INFORMATION FORM

1. Account Registration

Individual

FIRST INITIAL LAST

Joint Tenants

The account will be registered as "Joint Tenants with rights of Survivorship" unless otherwise specified.

FIRST INITIAL LAST

FIRST INITIAL LAST

Corporation, Trust or Other Entity

NAME OF CORPORATION, TRUST OR NON-PERSON ENTITY

ATTENTION

DATE OF TRUST INSTRUMENT NAME OF BENEFICIARY

NAME OF TRUSTEE

BANK DDA NUMBER

2. Mailing Address

STREET NAME DAYTIME PHONE

CITY STATE ZIP CODE

3. CMSA Number

4. DDA Sweep Point Target Balance

Account Number Target Balance Initial Deposit Amount

Account Number Target Balance Initial Deposit Amount

Account Number Target Balance Initial Deposit Amount

Interest Paid to Account Number: _____