

2520042391286

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

Top Hat Plan Filing

We are submitting the plan document and other required information for the *FB BanCorp Supplemental Executive Retirement Plan*, which is a top hat plan maintained primarily to provide deferred compensation for a select group of management or highly compensated employees. Other required information is as follows:

Employer: FB BanCorp
P. O. Box 33427
San Antonio, Texas 78265-3427

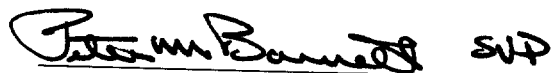
EIN: 88-0392128

Number of top hat plans maintained by the company including this plan: 1

Number of plan participants for this plan: 3

Should you have any questions about any of these items, please call.

Very truly yours,


FB BanCorp

FB BanCorp
Supplemental Executive Retirement Plan

Effective
March 31, 1998

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ARTICLE I

PURPOSE, DEFINITIONS AND CONSTRUCTION

1.1 Purpose of the Plan

This Plan is established by the Employer to provide an additional benefit for certain select management employees defined below in recognition of their past and future valuable services to the Employer. This Plan is not intended to, and does not, qualify under Sections 401(a) and 501(a) of the Internal Revenue Code, and is designed to be exempt from the requirements of the Employee Retirement Income Security Act.

1.2 Definitions

The following terms, when found in the Plan, shall have the meanings set forth below:

(a) Actuarial Equivalent or Actuarially Equivalent: The equivalent in value of amounts expected to be received under the Plan under different forms of payment, determined based upon the an interest rate of six percent (6%) and a mortality assumption based on the 1983 Group Annuity Mortality Table.

(b) Code: The Internal Revenue Code of 1986, as it may be amended from time to time, including any successor.

(c) Compensation: Compensation for any year shall be based on the calendar year, and shall be equal to the Participant's compensation reported on Form W-2, with the following adjustments:

add in deferrals under Code Section 401(k) or Code Section 125,

subtract Incentive Compensation payments actually made,

add in Incentive Compensation earned for the calendar year.

The Incentive Compensation referred to above are the payments and the compensation earned under the FB BanCorp Key Executive Incentive Award and Equity Opportunity Plan.

(d) Credited Service: With respect to each Participant, Service shall be credited on an elapsed time basis commencing on the Effective Date hereunder. On this basis, a year of Credited Service shall be earned as of each anniversary of the Effective Date, provided that the Participant is still employed on such date. Credited Service shall be limited, however, to no more than nine (9) years.

(e) Early Retirement Age: The date on which a Participant attains age fifty-five (55), provided that the Participant has completed at least five (5) years of Credited Service.

(f) Early Retirement Date: The first day of any month which is prior to a

Participant's Normal Retirement Date, but follows his termination of employment with the Employer and his attainment of Early Retirement Age.

(g) Effective Date: March 31, 1998.

(h) Eligible Employee: An employee of the Employer who is determined to be an Eligible Employee in the sole discretion of the Board of Directors of the Employer. Provided, no person shall be deemed to be an Eligible Employee unless he is a member of the select group of management or highly compensated employees of the Employer, as such term is defined under Section 201 of the Employee Retirement Income Security Act of 1974, and regulations and rulings promulgated thereunder by the U. S. Department of Labor.

(i) Employer: FB BanCorp.

(j) Final Average Compensation: The average of a Participant's five (5) highest calendar years of Compensation earned on and after the Effective Date hereunder, through his year of termination of employment.

(k) Normal Retirement Age: The date on which a Participant attains age sixty-five (65).

(l) Normal Retirement Date: The first day of the month coincident with or next following a Participant's Normal Retirement Age.

(m) Participant: An Eligible Employee.

(n) Plan: The FB BanCorp Supplemental Executive Retirement Plan, as set forth herein, and as it may be amended from time to time.

(o) Plan: The twelve month period beginning on January 1 and ending on December 31 each year.

(p) Vesting Service: With respect to Larry J. Lanie, Peter M. Barnett and Terry W. Thompson, Vesting Service shall be credited on an elapsed time basis commencing on July 1, 1992, and a year of Vesting Service shall be earned as of each anniversary date of July 1, provided that the Participant is still employed on such date. For all other Participants, Vesting Service shall be credited on an elapsed time basis from the date established by resolution of the Executive Committee or the Compensation Committee of the Board of Directors of Employer or by agreement between Employer and Participant approved by either of such committees, and a year of Vesting Service shall be earned as of each anniversary of such date, provided that the Participant is still employed on such date.

1.3 Construction

Where appearing in the Plan, singular may indicate the plural, unless the context clearly indicates the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall, unless otherwise specifically stated mean and refer to the entire Plan,

not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from the terms of the Plan.

ARTICLE II

FUNDING

2.1 Source of Funds

It is the intention of the Employer that no formal funding of benefits accrued hereunder be made, and that payment of benefits will be made by the Employer directly to Participants or their Beneficiaries as they become due under the terms of the Plan. However, if desired, the Employer may establish an irrevocable grantor trust by executing a trust agreement, to provide itself with a source of funds for meeting its liability under the Plan. It is the intention of the Employer that any trust established for this purpose shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of highly compensated management employees for purposes of Title I of the Employee Retirement Income Security Act of 1974. Further, the establishment of any such trust shall not obligate the Employer to make payments from such source.

2.2 Trust Requirements

Any trust created by the Employer and any assets held by the Trust to assist in meeting its obligation under the Plan shall conform to the terms of the model trust as described in Revenue Procedure 92-64, or subsequent pronouncements of the Internal Revenue Service or Department of Labor.

2.3 Status of Participants

The Participants shall have the same status as general unsecured creditors of the Employer and the Plan constitutes a mere promise by the Employer to make benefit payments in the future.

ARTICLE III

BENEFITS UNDER THE PLAN

3.1 Normal Retirement Benefit

The benefit to be paid to a Participant who retires at any time coincident with or following his Normal Retirement Date shall be an immediate annuity, payable for life with no further benefits payable upon the Participant's death, equal to the sum of the following annual accruals, based on years of Credited Service:

<u>Year</u>	<u>Percentage of Final Average Compensation</u>
First (1st) year of Credited Service	2%
Second (2nd) year of Credited Service	2%
Third (3rd) year of Credited Service	4%
Fourth (4th) year of Credited Service	4%
Fifth (5th) year of Credited Service	6%
Sixth (6th) year of Credited Service	6%
Seventh (7th) year of Credited Service	7%
Eighth (8th) year of Credited Service	7%
Ninth (9th) year of Credited Service	7%

3.2 Early Retirement Benefit

The benefit to be paid to a Participant who retires at any time prior to his Normal Retirement Date but on or after attainment of Early Retirement Age shall be an immediate annuity, payable for life with no further benefits payable upon the Participant's death, determined in the same manner as specified under Section 3.1 hereof, but only taking into account years of Credited Service earned to his Early Retirement Date, such benefit being reduced by five percent (5%) (or appropriate fraction thereof) for each year (or fraction thereof) that his Early Retirement Date precedes his Normal Retirement Date.

3.3 Benefit At Termination of Employment

The benefit to be paid to a Participant who terminates his employment with the Employer at any time prior to his Early Retirement Date or Normal Retirement Date shall be an immediate annuity, payable for life with no further benefits payable upon the Participant's death, determined in the same manner as specified under Section 3.1 hereof, but only taking into account years of Credited Service earned to his date of termination of employment. This benefit shall be paid at the Participant's Normal Retirement Date subject, however, to the provisions of Section 3.6 hereof.

3.4 Disability Benefit

If a Participant becomes totally and permanently disabled as determined in the sole discretion of the Employer, he shall continue to accrue a benefit under the terms of Section 3.1

hereunder, based on his Compensation in his last full year of employment with the Employer as if such Employment had continued to his Normal Retirement Date. This benefit shall be paid at his Normal Retirement Date as if he then retired. Such Participant may also, if he is otherwise eligible, choose to receive his benefit under the terms of Section 3.2 hereof, in which event no additional accrual of benefit shall occur on or after his Early Retirement Date.

3.5 Pre-Retirement Death Benefit

If a Participant dies while in the active service of the Employer, his beneficiary shall be entitled to receive the Actuarial Equivalent lump sum value of the Participant's accrued benefit determined as of the date of death, payable as soon as administratively feasible following the Participant's death. Regardless of the Participant's vested status pursuant to Section 3.6 hereof, this benefit shall be paid as if the Participant had a fully vested interest in his benefit. This benefit may be paid in one of the optional forms of payment described in Section 3.7. The Participant may designate a beneficiary in writing, on such forms as are approved by the Employer, and if no such designation is made, the Participant's beneficiary shall be his estate.

3.6 Vesting

A Participant's interest in his benefit under the terms of this Article III shall become fully vested and non-forfeitable at the earlier of completion of five (5) years of Vesting Service or attainment of age sixty-five (65). Prior to such date, the Participant shall have no vested interest in any benefit accrued hereunder, and at such earlier termination, the Participant's benefits hereunder shall be forfeited.

3.7 Form of Payment

As stated above, the normal form of payment of benefit hereunder is a single life annuity, payable for the life of the Participant, with no further payments made following the Participant's death. However, a Participant may elect, at least two (2) years prior to the commencement of benefits, to receive his benefit in another form, which is Actuarially Equivalent to the straight life annuity, which is listed below:

Five year certain and life annuity,

Ten year certain and life annuity,

50% Joint and Survivor annuity,

100% Joint and Survivor annuity,

Lump sum payment, payment of which shall extinguish all obligations of the Plan on his behalf.

ARTICLE IV

MISCELLANEOUS

4.1 Administration of the Plan

The Plan shall be administered by the Employer. The books and records of the Plan shall be maintained by the Employer at its expense and no member of the Board of Directors of the Employer or any employee of the Employer acting on its behalf shall be liable to any person for any action taken or omitted in connection with the administration of the Plan, unless attributable to his own fraud or willful misconduct.

4.2 Amendment of the Plan

The Plan may be amended, in whole or in part, from time-to-time, by the Board of Directors of the Employer without the consent of any other party. No amendment shall reduce, directly or indirectly, any accrued benefit of any Participant.

4.3 Termination of the Plan

The Plan may be prospectively terminated at any time by action of the Board of Directors of the Employer without the consent of any other party. However, the termination of this Plan shall not reduce, directly or indirectly, any accrued benefit of any Participant, and to the extent the Participant has accrued a benefit, it shall be deemed to be fully vested regardless of his status under Section 3.6 hereof.

4.4 Notices to Participants

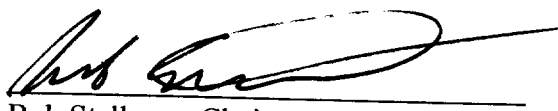
A Participant will be provided written notice of any amendment of the Plan that affects his rights herein, and of the termination of the Plan.

4.5 Non-Alienation

The right of any Participant or beneficiary to benefits hereunder shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of the Participant or the Participant's beneficiary.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the FB BanCorp Supplemental Executive Retirement Plan, FB Bancorp has caused its seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 10th day of September, 1999.

FB BanCorp

By: 
Bob Stallman, Chairman

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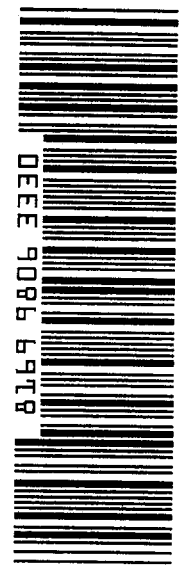
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