

AGREEMENT BY AND BETWEEN
Cornerbank, National Association
Winfield, Kansas
and
The Comptroller of the Currency

Cornerbank, National Association, Winfield, Kansas (“Bank”) and the Comptroller of the Currency of the United States of America (“Comptroller”) wish to protect the interests of the depositors, other customers, and shareholders of the Bank, and, toward that end, wish the Bank to operate safely and soundly and in accordance with all applicable laws, rules and regulations.

The Comptroller through his National Bank Examiner, has examined the Bank, and his findings are contained in the Report of Examination for the examination that commenced on February 5, 2008 (“ROE”).

In consideration of the above premises, it is agreed, between the Bank, by and through its duly elected and acting Board of Directors (“Board”), and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the articles of this Agreement.

ARTICLE I

JURISDICTION

(1) This Agreement shall be construed to be a “written agreement entered into with the agency” within the meaning of 12 U.S.C. § 1818(b)(1).

(2) This Agreement shall be construed to be a “written agreement between such depository institution and such agency” within the meaning of 12 U.S.C. § 1818(e)(1) and 12 U.S.C. § 1818(i)(2).

(3) This Agreement shall be construed to be a “formal written agreement” within the meaning of 12 C.F.R. § 5.51(c)(6)(ii). See 12 U.S.C. § 1831i.

(4) This Agreement shall be construed to be a “written agreement” within the meaning of 12 U.S.C. § 1818(u)(1)(A).

(5) All reports or plans which the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded to the:

Assistant Deputy Comptroller
Wichita Field Office
3450 North Rock Road, Suite 505
Wichita, Kansas 67226

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within thirty (30) days, the Board shall appoint a Compliance Committee of at least three (3) directors, of which no more than one (1) shall be an employee of the Bank or any of its affiliates (as the term “affiliate” is defined in 12 U.S.C. § 371c(b)(1)). Upon appointment, the names and members of the Compliance Committee shall be submitted in writing to the Assistant Deputy Comptroller. The Compliance Committee shall be responsible for monitoring and coordinating the Bank’s adherence to the provisions of this Agreement.

(2) The Compliance Committee shall meet at least monthly.

(3) The Committee shall coordinate with the Board to ensure the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the programs, policies, procedures, and systems developed pursuant to this Agreement.

(4) Within thirty (30) days of the appointment of the Committee and quarterly thereafter, the Compliance Committee shall submit a written progress report to the Board setting forth in detail:

- (a) The actions taken to comply with each Article of this Agreement; and
- (b) The results of those actions.

(5) The Board shall forward a copy of the Compliance Committee's report, with any additional comments by the Board, to the Assistant Deputy Comptroller.

ARTICLE III

CAPITAL

(1) Beginning no later than July 31, 2008, the Bank shall at all times maintain the following minimum capital ratios:

- (a) tier 1 capital at least equal to eight percent (8%) of adjusted total assets;
and
- (b) total risk-based capital at least equal to eleven percent (11%) of risk-weighted assets.

(2) For purposes of this Article, "tier 1 capital," "total risk-based capital," "adjusted total assets," and "risk-weighted assets" as defined in 12 C.F.R. Part 3.

(3) The requirement in this Agreement to meet and maintain a specific capital level means that the Bank is not to be deemed "well capitalized" for purposes of 12 U.S.C. § 1831o and 12 C.F.R. Part 6 pursuant to 12 C.F.R. § 6.4(b)(1)(iv).

(4) Within thirty (30) days, the Board shall update the Bank's capital plan to ensure it covers at least a three-year period and includes the following:

- (a) evaluation of the Bank's risk profile and specific plans for the maintenance of adequate capital consistent with the Bank's condition and risk profile;
- (b) specific plans to reduce credit risk and establish Board tolerance for credit risk consistent with support provided by the Bank's capital;
- (c) re-evaluation of the Bank's commercial real estate ("CRE") loan concentration levels including consideration of the need to reduce such concentration levels, and adoption of an overall capital concentration limit for CRE lending as well as sub-limits by type of CRE lending and geography;
- (d) projections for growth and capital requirements based upon a detailed analysis of the Bank's assets, liabilities, and earnings;
- (e) projections of the sources and timing of additional capital to meet the Bank's current and future needs;
- (f) primary sources from which the Bank will strengthen its capital structure to meet needs;
- (g) contingency plans that identify alternative methods should the primary sources not be available; and
- (h) dividend policies that permit the declaration of a dividend only:
 - (i) when the Bank is in compliance with its approved capital plan;
 - (ii) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and

(iii) with the prior written approval from the Assistant Deputy Comptroller, which shall be granted or denied within thirty (30) days of the receipt of a dividend request from the Bank.

(5) The Board shall review the capital plan required by Paragraph (4) of this Article on at least an annual basis, or more frequently as necessary, and make any necessary revisions within thirty (30) days of the review.

(6) Upon completion, the Board shall submit a copy of the updated capital plan required by Paragraph (4) of this Article to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. After the Assistant Deputy Comptroller has advised the Bank that there is no supervisory objection to the capital plan, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the capital plan.

ARTICLE IV

CRITICIZED ASSETS

(1) The Bank shall take immediate and continuing action to protect its interest in those assets criticized as “doubtful,” “substandard,” or “special mention” in the ROE, in any subsequent Report of Examination, by internal or external loan review, or in any list provided to management by the National Bank Examiners at the conclusion of an examination.

(2) The Board’s compliance with Paragraph (1) of this Article shall include the development of procedures for the submission and review of problem asset reports for all criticized credit relationships equal to or exceeding two hundred fifty thousand dollars (\$250,000) that require at a minimum, documentation and analysis of the following:

(a) an identification of the expected sources of repayment;

- (b) the appraised value of supporting collateral and the position of the Bank's lien on such collateral where applicable as well as other necessary documentation to support collateral valuation;
- (c) an analysis of current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations;
- (d) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment; and
- (e) trigger dates for positive borrower actions or for loan officers to reassess the strategy and enact collection plans.

(3) Upon adoption, a copy of the program for all criticized assets equal to or exceeding two hundred fifty thousand dollars (\$250,000) shall be forwarded to the Assistant Deputy Comptroller.

(4) The Board, or a designated committee, shall conduct a review, on at least a quarterly basis, to determine:

- (a) the status of each criticized asset or criticized portion thereof that equals or exceeds two hundred fifty thousand dollars (\$250,000);
- (b) management's adherence to the program adopted pursuant to this Article;
- (c) the status and effectiveness of the written program; and
- (d) the need to revise the program or take alternative action.

(5) A copy of each review shall be forwarded to the Assistant Deputy Comptroller on a quarterly basis.

(6) The Bank may extend credit, directly or indirectly, including renewals, extensions or capitalization of accrued interest, to a borrower whose loans or other extensions of credit are criticized in the ROE, in any subsequent Report of Examination, in any internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination and whose aggregate loans or other extensions equal or exceed two hundred fifty thousand dollars (\$250,000) only if each of the following conditions are met:

- (a) the Board or designated committee finds that the extension of additional credit is necessary to promote the best interests of the Bank and that prior to renewing, extending or capitalizing any additional credit, a majority of the full Board (or designated committee) approves the credit extension and records, in writing, why such extension is necessary to promote the best interests of the Bank; and
- (b) a comparison to the written program adopted pursuant to this Article shows that the Board's formal plan to collect or strengthen the criticized asset will not be compromised.

(7) A copy of the approval of the Board or of the designated committee shall be maintained in the file of the affected borrower.

ARTICLE V

COMMERCIAL REAL ESTATE RISK MANAGEMENT

(1) Within thirty (30) days, the Board shall ensure that the Bank's commercial real estate ("CRE") loan portfolio is managed in a safe and sound manner. The Board shall prepare a

written program of policies and procedures designed so that the Bank's CRE loans are underwritten and monitored in a safe and sound manner, to include at a minimum:

- (a) standards for CRE loan extension and renewal practices, including the advancement of additional funds for interest reserves and soft costs.
- (b) procedures to strengthen credit underwriting and analysis in the CRE loan portfolio that require at a minimum, documentation and analysis of:
 - (i) global financial analysis for borrowers and guarantors;
 - (ii) multi-factor stress testing and/or sensitivity analysis for significant individual loans; and
 - (iii) multi-factor portfolio level stress testing and/or sensitivity analysis to quantify the impact of changing conditions upon asset quality, earnings, and capital.
- (c) procedures to strengthen CRE construction and development lending controls that include at a minimum the following requirements:
 - (i) lien waivers for construction and development disbursements;
 - (ii) construction inspection and disbursement processes are independent from the assigned lending officer;
 - (iii) construction draw requests are compared to budget prior to disbursement;
 - (iv) specific minimum release prices; and
 - (v) use of loan covenants for residential land developers and home builders.

(2) Upon completion, a copy of the program shall be forwarded to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. After the Assistant Deputy Comptroller has advised the Bank that there is no supervisory objection to the program, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the written program of policies and procedures.

ARTICLE VI

EXTERNAL LOAN REVIEW

(1) Within sixty (60) days, the Board shall employ a qualified consultant to perform an asset quality review of the Bank. The external loan review shall provide for a written report to be filed with the Board and shall use a loan and lease grading system consistent with the guidelines set forth in Rating Credit Risk of the *Comptroller's Handbook*. Such a report shall, at a minimum, include comments and conclusions regarding:

- (a) the loan review scope and coverage parameters;
- (b) overall quality of the loan and lease portfolios;
- (c) the identification, type, rating, and amount of problem loans and leases including grading differences;
- (d) the identification and amount of delinquent loans and leases;
- (e) credit and collateral documentation exceptions;
- (f) loans and leases not in conformance with the Bank's lending policies, and exceptions to the Bank's lending policies;
- (g) the identification and status of credit related violations of law, rule or regulation;

(h) the identity of the loan officer who originated each loan reported in accordance with Subparagraphs (c) through (g) above;

(i) any recommendations for improvements.

(2) Prior to the appointment or employment of any individual to this loan review consultant or entering into any contract with a consultant, the Board shall submit the name and qualifications of the proposed consultant to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

ARTICLE VII

LOAN PORTOLIO MANAGEMENT

(1) Within thirty (30) days, the Board shall develop, implement and thereafter ensure Bank adherence to a written program to improve the Bank's loan portfolio management. The program shall include, but not be limited to:

(a) procedures to ensure satisfactory and perfected collateral documentation;

(b) procedures to ensure that extensions of credit are granted, by renewal or otherwise, to any borrower only after obtaining and analyzing current and satisfactory credit information;

(c) procedures to ensure conformance with loan approval requirements;

(d) a system to identify, track, and analyze trends in policy, credit and collateral exceptions, including aggregation of exceptions by responsible officer with periodic reports to the Board; and

(e) provisions to ensure loan officer accountability for compliance with Bank lending policies and procedures.

(2) Upon completion, a copy of the program shall be forwarded to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. After the Assistant Deputy Comptroller has advised the Bank that there is no supervisory objection to the program, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the written program.

ARTICLE VIII

LENDING LIMIT COMPLIANCE PROGRAM

(1) The Bank shall immediately take all steps necessary to correct each violation of law, rule or regulation cited in the ROE and any future ROE. As each violation is corrected, the Board shall notify the Assistant Deputy Comptroller of the date and manner in which each correction has been effected.

(2) The Board shall conduct an immediate review of all credit relationships totaling two million (\$2,000,000) dollars or more to determine whether any additional extensions of credit should be combined for legal lending limit purposes, and document its findings in the books and records of the Bank.

(3) Within ninety (90) days, the Board shall develop, adopt, implement and thereafter ensure Bank adherence to a written lending limit compliance program designed to ensure that the Bank is operating in compliance with all applicable laws, rules and regulations. This program shall include, but not be limited to:

- (a) a written description of the duties and responsibilities of the compliance officer to ensure compliance with the legal lending limit;

- (b) adequate internal controls to identify and monitor legal lending limit compliance, and combination rules;
- (c) procedures to ensure conformance and review of all large loan relationships to ensure there are no combinable relationships that would cause the Bank to exceed its legal lending limit; and
- (d) procedures to bring violations of law, rule or regulation into conformance with the legal lending limit promptly.

(4) Upon completion, a copy of the program shall be forwarded to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. After the Assistant Deputy Comptroller has advised the Bank that there is no supervisory objection to this program, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the program.

ARTICLE IX

CONTINGENCY FUNDING PLAN

(1) Within sixty (60) days, the Board shall update the Bank's liquidity contingency funding plan to ensure the Bank operates with a robust liquidity monitoring program, and maintains adequate sources of liquidity in relation to the Bank's needs. The contingency funding plan shall include at a minimum:

- (a) forecasts of funding needs and funding sources under multiple scenarios, including stressed scenarios;
- (b) establishment of specific triggers for initiating the plan;

- (c) identification and prioritization of available asset, liability, and off-balance sheet sources of funding under the various scenarios, including quantity and order of preference;
- (d) testing of contingent funding sources; and
- (e) management responsibilities for enacting the plan and for taking specific actions once enacted.

(2) The Board shall submit a copy of the revised plan to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. After the Assistant Deputy Comptroller has advised the Bank that there is no supervisory objection to the plan, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the plan.

ARTICLE X

CLOSING

(1) Although the Board has agreed to submit certain programs and reports to the Assistant Deputy Comptroller for review or prior written determination of no supervisory objection, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(3) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. Such time requirements may be extended in writing by the Assistant Deputy Comptroller for good cause upon written application by the Board.

(4) The provisions of this Agreement shall be effective upon execution by the parties hereto and its provisions shall continue in full force and effect unless or until such provisions are amended in writing by mutual consent of the parties to the Agreement or excepted, waived, or terminated in writing by the Comptroller.

(5) This Agreement is intended to be, and shall be construed to be, a supervisory “written agreement entered into with the agency” as contemplated by 12 U.S.C. § 1818(b)(1), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract. The Bank also expressly acknowledges that no officer or employee of the Office of the Comptroller of the Currency has statutory or other authority to bind the United States, the U.S. Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller’s exercise of his supervisory responsibilities. The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller, has hereunto set his hand on behalf of the Comptroller.

/S/

7/1/2008

Thomas J. Jorn
Assistant Deputy Comptroller
Wichita Field Office

Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

<i>/S/</i>	7/1/08
_____ Larry Alley	_____ Date
<i>/S/</i>	7/1/08
_____ Caroline Blakeslee	_____ Date
<i>/S/</i>	7/1/08
_____ Carrol Campbell	_____ Date
<i>/S/</i>	7/1/08
_____ Don Drake	_____ Date
<i>/S/</i>	7/1/08
_____ R. Craig Duncan	_____ Date
<i>/S/</i>	7/1/08
_____ Steve Hill	_____ Date
<i>/S/</i>	7/1/08
_____ Bruce Schwyhart	_____ Date
<i>/S/</i>	7/1/08
_____ Kenneth Thomas	_____ Date
<i>/S/</i>	7/1/08
_____ Keith Wilson	_____ Date