

AGREEMENT BY AND BETWEEN
University National Bank
Pittsburg, Kansas
and
The Comptroller of the Currency

University National Bank, Pittsburg, 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 has found unsafe and unsound banking practices relating to supervision of the affairs of the Bank.

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) This Agreement shall cause the Bank not to be designated as an “eligible bank” for purposes of 12 C.F.R. § 5.3(g), unless otherwise informed in writing by the Comptroller.

(6) 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:

Karen W. Swingler
Assistant Deputy Comptroller
Kansas City South Field Office
1710 East 32nd Street, Suite H
Joplin, Missouri 64804-4100

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within ten (10) days of the date of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) directors, of which no more than one (1) shall be an employee or controlling shareholder of the Bank or any of its affiliates (as the term “affiliate” is defined in 12 U.S.C. § 371c(b)(1)), or a family member of any such person. Upon appointment, the names of the members of the Compliance Committee and, in the event of a change of the membership, the name of any new member 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) Within thirty (30) days of the date of this Agreement and every calendar quarter thereafter, the Compliance Committee shall submit a written progress report to the Board setting

forth in detail:

- (a) A description of the action needed to achieve full compliance with each Article of this Agreement;
 - (b) Actions taken to comply with each Article of this Agreement; and
 - (c) The results and status of those actions.
- (4) The Board shall forward a copy of the Compliance Committee's report, with any additional comments by the Board, to the Assistant Deputy Comptroller within ten (10) days of receiving such report.
- (5) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the provisions of this Agreement.

ARTICLE III

BOARD SUPERVISION AND STAFFING

- (1) Within thirty (30) days of the date of this Agreement, the Board shall establish a Code of Conduct that affirms the Board's corporate and the directors' individual commitment as national bank directors. At a minimum, the Code of Conduct shall specify the Board's role and responsibility as well as the individual directors' roles and responsibilities in:
- (a) Managing personnel by clarifying the Board's direct responsibility and delegated authority;
 - (b) Establishing and updating short-term business plans and long-term strategic plans;
 - (c) Being diligent as individual directors by establishing minimum

requirements for physical and telephonic attendance at board and/or committee meetings; and

- (d) Correcting any other deficiencies and weaknesses in Board and directors' oversight noted in the January 28, 2008 and September 15, 2008 Reports of Examination.

(2) A copy of the Code of Conduct shall be forwarded to the Assistant Deputy Comptroller within five (5) days of completion. The Assistant Deputy Comptroller shall retain the right to determine if the Code of Conduct complies with the terms of this Agreement.

(3) Within sixty (60) days of the date of this Agreement, the Board and management shall:

- (a) Evaluate each officer's qualifications and abilities to determine whether each of the individuals possess the necessary knowledge, skills, and experience to perform current and anticipated duties of his/her office;
- (b) Evaluate each director's qualifications and abilities to determine whether each of the individuals possess the necessary knowledge, skills, and experience to fulfill his/her fiduciary responsibilities and other responsibilities under law, including whether each individual is devoting necessary time to the Bank.
- (c) Make management and/or staffing changes based on the documented results described in paragraph (a) above, including reallocation of existing resources and additions or deletions from the current management team.

At a minimum, the Board shall:

- (i) Reduce the Bank President's direct lending activity;
- (ii) Reduce the Senior Lending Officer's direct lending activity; and
- (iii) Explicitly delegate authority to the Bank President to hire additional lending staff.

(4) Within ninety (90) days of the date of this Agreement, the Bank President shall hire at least one additional experienced loan officer to assume the Bank President's and Senior Lending Officer's direct lending activity.

ARTICLE IV

DIVIDEND RESTRICTIONS AND THREE YEAR PLAN

- (1) Effective immediately, the Bank shall only declare dividends:
 - (a) When the Bank is in compliance with the Bank's Three-Year Plan described in Paragraphs (2) and (3) of this Article;
 - (b) When the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
 - (c) With the written approval from the Assistant Deputy Comptroller.
- (2) Within sixty (60) days of the date of this Agreement, the Board shall develop, implement, and thereafter ensure adherence to a written plan that covers at least the next three years (hereafter the Bank's "Three-Year Plan"). Copies of the Bank's Three-Year Plan shall be forwarded to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.
- (3) The Bank's Three-Year Plan shall establish objectives and projections for the Bank's overall risk profile, earnings performance, growth expectations, balance sheet mix,

off-balance sheet activities, liability structure, capital and liquidity adequacy, product line development and market segments that the Bank intends to promote or develop. The Three-Year Plan shall also include strategies to achieve those objectives, that are specific, measurable, and verifiable and, at a minimum, include:

- (a) An assessment of the Bank's present and future operating environment;
- (b) A mission statement that forms the framework for the establishment of strategic goals and objectives;
- (c) The development of strategic goals and objectives to be accomplished over the short and long term;
- (d) Specific plans to establish responsibilities and accountability for the strategic planning process, new products, loan growth, proposed changes in the Bank's operating environment, and reduction of problem assets;
- (e) Growth limitations;
- (f) Recognition that the Bank cannot offer or introduce new products or enter new market segments until it adopts a sound credit culture, implements appropriate risk management systems, and returns the Bank to a satisfactory condition;
- (g) Specific plans for maintaining adequate capital as required by the OCC and sufficient to be well capitalized under 12 C.F.R. Part 6;
- (h) The primary source(s), especially those that are not credit sensitive, from which the Bank will maintain a capital structure sufficient to meet the Bank's needs;

- (i) Contingency plans that identify alternative capital sources should the primary source(s) under subparagraph (h) not be available;
- (j) Specific plans for maintaining adequate liquidity in accordance with the requirements of Article V, including developing an appropriate contingency funding plan;
- (k) A financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the next three years; and
- (l) Systems to monitor the Bank's progress in meeting the plan's goals and objectives.

(4) After the OCC has advised the Bank in writing that it does not take supervisory objection to the Bank's Three-Year Plan, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the Bank's Three-Year Plan.

ARTICLE V

LIQUIDITY

(1) The Board shall take appropriate action to ensure adequate sources of liquidity in relation to the Bank's needs. Within thirty (30) days of the date of this Agreement, and every thirty (30) days thereafter, management shall prepare monthly reports that set forth liquidity requirements and sources, and provide relevant information to the Board in order to manage, monitor, and control liquidity risk in an effective manner. The monthly reports shall include, at a minimum:

- (a) A maturity schedule of certificates of deposit, including large uninsured deposits;
- (b) The volatility of demand deposits and other non-maturity deposits;
- (c) The amount and type of loan commitments and standby letters of credit;
- (d) An analysis of the continuing availability and volatility of present funding sources;
- (e) An analysis of the impact of decreased cash flow from the Bank's loan portfolio resulting from delinquent and non-performing loans; and
- (f) Limitations on concentrations of funding sources and compliance with these limits.

(2) The Bank shall forward a copy of each monthly liquidity report required pursuant to paragraph (1) to the Assistant Deputy Comptroller within five (5) days of its preparation.

(3) Within thirty (30) days of the date of this Agreement, the Board shall establish a contingency funding plan that forecasts funding needs and funding sources under multiple stress scenarios. The contingency funding plan shall include, at a minimum:

- (a) Assignment of back-up responsibilities in case the primary person in charge of funds management at the Bank is unable to fulfill his/her duties;
- (b) Detailed listing of contact information for various outside funding sources, large depositors, and other sources of funds;
- (c) Deposit run-off scenarios with step-by-step procedures that management must follow;
- (d) An assumption specifically providing for the impact of a significant

increase in the level of problem assets, along with an assumption that the Federal Home Loan Bank may restrict borrowing capacity;

- (e) Long-term market funding disruption scenarios;
- (f) Asset secured funding impairment scenarios; and
- (g) Specific triggering events and/or limits, as appropriate, that if met or exceeded shall require the Bank to implement the contingency funding plan and improve asset liquidity.

(4) Upon completion, the Bank's contingency funding plan shall be submitted to the Assistant Deputy Comptroller for prior written determination of no supervisory objection.

ARTICLE VI

CREDIT RISK RATINGS AND LOAN REVIEW

(1) Within sixty (60) days of the date of this Agreement, the Bank shall have a qualified consultant perform an independent external loan review to verify the accuracy of internal risk ratings, with specific emphasis on and beginning with the real estate secured loan portfolio. Subsequently, external loan reviews shall be conducted each quarter on other segments of the loan portfolio until the Loan Review Program required pursuant to this Article is fully implemented. The independent external loan review shall include review of, at a minimum:

- (a) New appraised values or other valuations;
- (b) Project performance;
- (c) Payment performance to date;
- (d) Maturity dates;

- (e) Remaining interest reserves; and
- (f) Current financial information about principals and guarantors.

(2) Prior to the employment of any individual to perform the independent external loan review required pursuant to Paragraph (1), the Board shall submit the name and qualifications of the proposed consultant and the proposed terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(3) The Board shall review, revise, and thereafter ensure adherence to a Loan Review Program, that at a minimum:

- (a) Assigns risk ratings on credits reviewed that are consistent with the guidelines set forth in “Rating Credit Risk” and “Allowance for Loan and Lease Losses” booklets of the Comptroller’s Handbook;
- (b) Operates independently from Bank management and that specifically prohibits management from overturning any downgrades made or recommended by Loan Review;
- (c) Is adequately staffed; and
- (d) Ensures management’s timely recognition of loan losses and recordation of charge-offs in a timely manner in accordance with Generally Accepted Accounting Principles (“GAAP”).

(4) The Loan Review Program shall require that a written report be submitted to the Board after each review, but at least quarterly. The Board shall forward a copy of the quarterly report, with any additional comments by the Board, to the Assistant Deputy Comptroller within thirty (30) days after the end of the quarter. Such reports shall include, at a minimum, comments

and conclusions regarding:

- (a) The loan review scope and coverage parameters;
- (b) The overall quality of loan and lease portfolios reviewed;
- (c) The identification, type, rating, and amount of problem loans and leases, including grading differences;
- (d) The identification, type and amount of charged off loans;
- (e) The identification and amount of delinquent loans and leases;
- (f) The identification and amount of performing loans that have extended terms;
- (g) The identification of credit and collateral documentation exceptions;
- (h) The identification and status of credit related violations of law, rule or regulation;
- (i) Loans and leases identified as exceptions to the Bank's Loan Policy;
- (j) The identity of the loan officer who originated each loan reported in accordance with subparagraphs (c) through (i) of this Paragraph; and
- (k) Any recommendations for improvements.

(5) The revised Loan Review Program shall also require an annual report to the Board containing an independent reviewer's assessment of the Bank's systems to:

- (a) Accurately identify and risk rate problem credits based on lending officer submissions;
- (b) Measure, monitor and control risk in significant credit concentrations;
- (c) Evaluate the repayment ability of all borrowers, including real estate

construction and development borrowers with multiple projects;

- (d) Evaluate guarantor support as a secondary repayment source on all credits, including loans to fund real estate construction and development projects;
- (e) Monitor compliance with the Bank's lending policies and applicable laws, rules, and regulations; and
- (f) Monitor and control the volume of credit and collateral documentation exceptions.

(6) A written description of the Loan Review Program called for in this Article shall be forwarded to the Assistant Deputy Comptroller upon implementation.

(7) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the revised Loan Review Program developed pursuant to this Article.

(8) The Board shall evaluate the internal loan review report(s) and shall ensure that immediate, adequate, and continuing remedial action, if appropriate, is taken upon all findings noted in the report(s). The Board shall maintain a written response to the loan review report with the Board minutes for review by the National Bank Examiners.

ARTICLE VII

CREDIT UNDERWRITING AND ADMINISTRATION

(1) Effective as of the date of this Agreement, the Board shall ensure that lending officers comply with all laws, rules, regulations, Bank policies and procedures, safe and sound banking practices, and fiduciary duties.

(2) Effective as of the date of this Agreement, the Bank may not grant, extend, renew, alter or restructure any loan or other extension of credit without:

- (a) Documenting the specific reason or purpose for the extension of credit;
- (b) Identifying the expected source of repayment in writing;
- (c) Structuring the repayment terms to coincide with the expected source of repayment;
- (d) Obtaining current and satisfactory credit information;
- (e1) Performing a documented analysis of credit information that includes a detailed cash flow analysis of all expected repayment sources, and a detailed analysis of the financial support of significant guarantors;
- (e2) Performing a robust global debt service analysis that includes a consistent and complete overview of the borrower's and guarantors' other obligations (at both this Bank and other financial institutions) and overall debt load;
- (f) Determining and documenting whether the loan complies with the Bank's Loan Policy, and if it does not comply, providing identification of the exception and ample justification to support waiving the policy exception;
- (g) Documenting a determination regarding the customer's ability to repay the credit on the proposed repayment terms;
- (h) Documenting, with adequate supporting material, the value of collateral and proper perfection of the Bank's lien on applicable collateral; and
- (i) Obtaining the written approval of the Bank's Loan Committee, or Board,

for any loan or extension of credit greater than one hundred thousand dollars (\$100,000).

(3) Within sixty (60) days of the date of this Agreement, the Board shall take the necessary steps to obtain current and satisfactory credit information on all loans lacking such information, including those listed in the Reports of Examination dated January 28, 2008 and September 15, 2008 (collectively “ROEs”), in any subsequent Report of Examination, management assessment, Bank Problem Loan List, internal or external loan review, or in any list provided to management by the National Bank Examiners during an examination.

(4) Within sixty (60) days of the date of this Agreement, the Board shall ensure proper collateral documentation is maintained on all loans and correct each collateral exception listed in the ROEs, in any subsequent Report of Examination, management assessment, Bank Problem Loan List, internal or external loan review, or in any list provided to management by the National Bank Examiners during an examination.

(5) Within sixty (60) days of the date of this Agreement, the Board shall revise, adopt, implement, and thereafter ensure Bank adherence to a written program of policies and procedures designed to aggregate and track exceptions to the Bank Loan Policy and underwriting guidelines for all loans. This includes at a minimum, monthly Board monitoring of policy exception reports that track the aggregate number and dollar amount of loans with material underwriting exceptions by type of loan and as a percentage of Tier 1 Capital plus the Allowance, by loan officer, as well as monitoring exceptions to the appraisal requirements described in paragraph (7) below.

(6) Within thirty (30) days, the Board shall revise, adopt, implement and thereafter

ensure Bank adherence to a written program of policies and procedures designed to ensure the Bank obtains appraisals in compliance with the Uniform Standards of Professional Appraisal Practice, 12 C.F.R. Part 34, OCC Advisory Letter 2003-9, and OCC Bulletin 2005-6, to include at a minimum;

- (a) The required use of a standard appraisal form for ordering all appraisals;
- (b) The ordering of appraisals, independent of the lending function;
- (c) The use of Board approved appraisers only;
- (d) The establishment of a policy requiring a meaningful, independent review of all appraisals to include analysis and commensurate with the type, size and complexity of the property being appraised;
- (e) The establishment of a tickler system for tracking appraisals ordered, received, returned, and reviewed; and
- (f) The establishment of criteria for obtaining updated appraisals, new appraisals or evaluations.

(7) A copy of the various written programs required pursuant to this Article shall be forwarded to the Assistant Deputy Comptroller immediately upon completion.

ARTICLE VIII

CONSTRUCTION LOAN UNDERWRITING

(1) Within thirty (30) days, the Board shall develop, implement, and thereafter adhere to a written program to improve construction loan underwriting standards. The program shall include, but not be limited to, procedures for ensuring that:

- (a) All construction loans are either in conformity with the Bank's construction loan policies and procedures, including reconciling disbursements and inspections to the construction budget and percentage complete, or in compliance with the Bank's written provisions for exceptions to loan policies and procedures;
- (b) Periodic inspections are performed on all construction projects; and
- (c) Each construction check disbursement has the appropriate signature of President Yoakam or a designated independent officer's approval prior to funding.

(2) Upon completion, the Board shall submit a copy of the program to the Assistant Deputy Comptroller for review.

ARTICLE IX

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within thirty (30) days of the date of this Agreement, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall revise the Bank's written policies and procedures for maintaining an adequate Allowance in accordance with Generally Accepted Accounting Principles ("GAAP"). The Allowance policies and procedures shall be consistent with the guidance set forth in the Federal Financial Institutions Examination Council's "Interagency Policy Statement on the Allowance for Loan and Lease Losses" dated December 13, 2006 (OCC Bulletin 2006-47), and the "Allowance for Loan and Lease Losses" booklet of the Comptroller's Handbook, and shall focus particular attention on

directional consistency between portfolio risk and the reserve balance. At a minimum, the following factors shall be considered and included in the revised methodology:

- (a) Procedures for determining whether a loan is impaired and measuring the amount of impairment, consistent with FASB Statement of Financial Accounting Standards No. 114, Accounting by Creditors for Impairment of a Loan; and
- (b) Procedures for segmenting the loan portfolio and estimating loss on groups of loans, consistent with FASB Statement of Financial Accounting Standards No. 5, Accounting for Contingencies;

(2) The program shall provide for a process for summarizing and documenting, for the Board's review and approval, the amount to be reported in the Consolidated Reports of Condition and Income ("Call Reports") for the Allowance. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions from earnings. Written documentation shall be maintained indicating the factors considered and conclusions reached by the Board in determining the adequacy of the Allowance.

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/her 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) In each instance in this Agreement in which the Board is required to ensure adherence to, and undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

- (a) authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings under the terms of this Agreement;
- (b) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Agreement;
- (c) follow-up on any non-compliance with such actions in a timely and appropriate manner; and

(d) require corrective action be taken in a timely manner of any non-compliance with such actions.

(6) 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/

Karen W. Swingler
Assistant Deputy Comptroller
Kansas City South Field Office

1/23/2009

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.

<u>/s/</u> Gene Bicknell	<u>2/24/2009</u> Date
<u>/s/</u> Ken Brock	<u>2/24/2009</u> Date
<u>/s/</u> Vern Crozier	<u>1/23/2009</u> Date
<u>/s/</u> Roger Heckert	<u>1/23/2009</u> Date
<u>/s/</u> Gene Irvin	<u>2/21/2009</u> Date
<u>/s/</u> Tom Main	<u>1/23/2009</u> Date
<u>/s/</u> Ron Scripsick	<u>1/23/2009</u> Date
<u>/s/</u> Talaat Yaghmour	<u>1/23/2009</u> Date
<u>/s/</u> Thomas Yoakam	<u>1/23/2009</u> Date