

AGREEMENT BY AND BETWEEN  
BNB Bank, National Association  
Fort Lee, NJ  
and  
The Comptroller of the Currency

BNB Bank, National Association, Fort Lee, NJ (“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 Board Oversight, Liquidity Management, Asset Quality, and Credit Administration at 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 to be subject to the provisions of 12 C.F.R. § 5.51, unless otherwise informed in writing by the Comptroller. In addition, 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:

Assistant Deputy Comptroller  
New York Metro West Field Office  
343 Thornall Street, Suite 610  
Edison, NJ 08837

## ARTICLE II

### COMPLIANCE COMMITTEE

(1) Within thirty (30) 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 sixty (60) days of the date of this Agreement and quarterly 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 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.

### ARTICLE III

#### STRATEGIC PLAN

- (1) Within one hundred twenty (120) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written strategic plan for the Bank covering at least a three-year period. The strategic plan shall document key assumptions and establish objectives for the Bank's overall risk profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, capital adequacy, reduction in the volume of nonperforming assets, product line development and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives and, at a minimum, include:
- (a) Strategic initiatives to improve earnings to a level which can support the bank's operations and augment capital;
  - (b) Perceived risks of strategic initiatives and a detailed analysis of key business segments;

- (c) Mission statement narrative summarizing the bank's financial goals and objectives;
- (d) Financial goals and objectives short-term and long-term;
- (e) Commercial real estate lending and the rationale for concentration levels in relation to growth objectives, financial targets, and the capital plan; and
- (f) A policy statement that requires management to periodically review the strategic plan to assess the development of strategic goals and ensure that strategic initiatives are met.

(2) Upon adoption, a copy of the plan shall be forwarded to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. Upon receiving a determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to the strategic plan.

(3) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the plan developed pursuant to this Article.

#### ARTICLE IV

##### NEW DIRECTORS AND MANAGEMENT SUPERVISION

(1) By April 30, 2010, the Board and management shall strengthen supervision presently being provided to the Bank by assessing the Board of Director's effectiveness in light of the Bank's present condition. At a minimum, the Board and management shall assess:

- (a) The Board's strengths and weaknesses, including an analysis of the necessary qualifications and skills for individual members to serve as effective directors and properly supervise the bank's affairs;
- (b) Individual members qualifications and skills compared to necessary qualifications and skills to properly supervise the bank's affairs;
- (c) Whether Board members are receiving adequate information on the operation of the Bank to enable them to fulfill their fiduciary responsibilities and other responsibilities under law.

(2) Within ninety (90) days, the Board shall take action to appoint, at a minimum, two new independent directors. The term "independent director" means a person who is not an officer or employee of the Bank, and who is not an immediate family member of any current Board member. The new directors must be knowledgeable of the banking and financial industry, as well as laws and regulations applicable to the bank.

(3) Training must be provided for all directors related to emerging risk issues and industry trends, specifically related to audit, credit and liquidity, as well as the bank's major policies.

(4) Within ninety (90) days, the Board, or a designated committee, shall appoint a new, capable Chief Financial Officer who shall be vested with sufficient executive authority to fulfill the duties and responsibilities of the position and ensure the safe and sound operation of the Bank.

(5) Within sixty (60) days, the Board, or a designated committee, must take the following actions to ensure that the bank is afforded adequate oversight and effective management supervision:

(a) Improve the management structure of the bank's credit department. The Board, or a designated committee, must delegate a senior officer responsible for credit administration and managing the overall risk of the credit portfolio.

(b) Ensure the accuracy and meaningfulness of financial reporting with processes and controls that allow for integrity of data.

(c) Develop a succession plan for senior management and the Board.

(6) Prior to appointing any new director, chief financial officer, or executive officer, the Bank must provide the Assistant Deputy Comptroller with written notice as required by 12 C.F.R. § 5.51 (notice forms and instructions are in the “Changes in Directors and Senior Executive Officers” and “Background Investigations” booklets of the Comptroller’s Licensing Manual).

(7) The Assistant Deputy Comptroller shall have the power to disapprove the appointment of the proposed new director and chief financial officer. However, the lack of disapproval of such individual shall not constitute an approval or endorsement of the proposed director.

(8) If the Board, or a designated committee, is unable to identify any qualified director or CFO candidates within ninety (90) days, the Board shall document its efforts to locate such candidates, and notify the Assistant Deputy Comptroller in writing. Thereafter, the Board, or a designated committee, shall provide monthly reports to the Assistant Deputy Comptroller summarizing its continuing efforts to locate such candidates.

(9) Within sixty (60) days, the Board, or a designated committee, shall ensure that the Bank has competent management in place on a full-time basis in its Chief Executive Officer;

Chief Operating Officer; and Senior Vice President of Credit Administration as those positions are shown on the Bank's July 2009 organization charts.

(10) The Board, or a designated committee, shall within sixty (60) days assess each of these officers' experience, other qualifications and performance compared to the position's description, duties and responsibilities.

(11) If the Board, or a designated committee, determines that an officer will continue in his/her position but that the officer's depth of skills needs improvement, the Board will within forty-five (45) days of such determination develop and implement a written program, with specific time frames, to improve the officer's supervision and management of the Bank. At a minimum the written program shall include:

- (a) an education program designed to ensure that the officer has skills and abilities necessary to supervise effectively;
- (b) a program to improve the effectiveness of the officer;
- (c) objectives by which the officer's effectiveness will be measured; and
- (d) a performance appraisal program for evaluating performance according to the position's description and responsibilities and for measuring performance against the Bank's goals and objectives.

Upon Completion, a copy of the written program shall be submitted to the Director or Deputy Comptroller.

(12) If a position mentioned in Paragraph (9) of this Article is vacant now or in the future, including if the Board realigns an existing officer's responsibilities and a position mentioned in Paragraph (9) of this Article becomes vacant, the Board shall within ninety (90) days of such vacancy appoint a capable person to the vacant position who shall be vested with

sufficient executive authority to ensure the Bank's compliance with this Agreement and the safe and sound operation of functions within the scope of that position's responsibility.

(13) The Director or Deputy Comptroller shall have the power to disapprove the appointment of the proposed new officer. However, the lack of disapproval of such individual shall not constitute an approval or endorsement of the proposed officer.

(14) The requirement to submit information and the prior disapproval provisions of this Article are based on the authority of 12 U.S.C. § 1818(b)(6)(E) and do not require the Comptroller to complete his/her review and act on any such information or authority within ninety (90) days.

## ARTICLE V

### CAPITAL PLAN AND HIGHER MINIMUMS

(1) The Bank shall by March 31, 2010 achieve and thereafter maintain the following capital levels (as defined in 12 C.F.R. Part 3):

- (a) Tier 1 capital at least equal to thirteen percent (13%) of risk-weighted assets;
- (b) Total risk based capital at least equal to fourteen percent (14%) of risk weighted assets; and
- (c) Tier 1 capital at least equal to nine and seven tenths percent (9.7%) of total assets.

(2) The requirement in this Agreement to maintain a specific capital level means that the Bank may not be deemed to be "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).

(3) Unless excepted in writing by the OCC, within ninety (90) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a three year capital program. The program shall include:

- (a) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of paragraph (1);
- (b) realistic projections for capital growth through retained earnings based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities and any contemplated revisions to the Bank's strategic plan;
- (c) projections of the sources and timing of additional capital to meet the Bank's current and future needs;
- (d) the primary source(s) from which the Bank will strengthen its capital structure to meet the Bank's needs;
- (e) contingency plans that identify alternative methods should the primary source(s) under (d) above not be available; and

(4) Upon completion, the Bank's capital program required by paragraph (3) of this Article shall be submitted to the Assistant Deputy Comptroller for prior determination of no supervisory objection. Upon receiving a determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to the capital program. The Board shall review and update the Bank's capital program on an annual basis, or more frequently if necessary. Copies of the reviews and updates shall be submitted to the Assistant Deputy Comptroller.

(5) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure the Bank's implementation of and adherence to the program developed pursuant to Paragraph (3) of this Article.

## ARTICLE VI

### CRITICIZED ASSETS

(1) The Bank shall take immediate and continuing action to protect its interest in those assets criticized in the Report of Examination of the Bank that commenced on July 6, 2009 (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 during any examination.

(2) Within ninety (90) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written program designed to eliminate the basis of criticism of assets criticized in the ROE, in any subsequent Report of Examination, or by any internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination as "doubtful," "substandard," or "special mention." This program shall include, at a minimum:

- (a) an identification of the expected sources of repayment;
- (b) an analysis of current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations; and
- (c) the proposed action to eliminate the basis of criticism and the timeframe for its accomplishment.

(3) Upon adoption, a copy of the program for all criticized assets equal to or exceeding five hundred thousand dollars (\$500,000) shall be forwarded to the Assistant Deputy Comptroller.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program developed pursuant to this Article.

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

- (a) the status of each criticized asset or criticized portion thereof that equals or exceeds five hundred thousand dollars (\$500,000);
- (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.

(6) A copy of each review shall be forwarded to the Assistant Deputy Comptroller on a monthly basis (in a format similar to Appendix A, attached hereto).

(7) 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 exceed five hundred thousand dollars (\$500,000) only if each of the following conditions is 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.

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

## ARTICLE VII

### ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days, the Board, or a designated committee, shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall establish a program for the maintenance of an adequate Allowance. This program shall comply with OCC Bulletin 2006-47, Interagency Policy Statement on the Allowance for Loan and Lease Losses.

(2) The program shall provide for a review of the Allowance by the Board, or a designated committee, at least once each calendar quarter. 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.

(3) A copy of the Board's program shall be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. Upon

receiving a determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to the program.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program developed pursuant to this Article.

## ARTICLE VIII

### LOAN PORTFOLIO MANAGEMENT

(1) Within sixty days (60) days, the Board, or a designated committee, shall develop, implement, and thereafter ensure Bank adherence to systems which provide for effective monitoring to include:

- (a) The accuracy of MIS data integrity to monitor portfolio credit risk;
- (b) Current and comprehensive financial data from borrowers including guarantor contingent liability information as well as rent rolls;
- (c) Global cash flow analysis, updates on guarantor support, and alternative repayment sources or exit strategies;
- (d) Documenting and providing an audit trail of risk rating changes in the credit files;
- (e) Exception tracking report for policy, financial, and collateral documentation exceptions to be reported to the Board;
- (f) An appraisal review process to ensure the appraisal valuation process supports the value conclusion, with an independent review performed by someone other than the credit officer.

(2) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program and systems developed pursuant to this Article.

## ARTICLE IX

### LOAN RISK RATING ACCURACY AND TIMELINESS

(1) Within ninety (90) days, the Board must take the following actions to improve risk rating processes to include:

(a) Formal training for all applicable personnel, including but not limited to loan officers, credit officers, credit analysts and the Board to ensure a thorough understanding of the importance of accurate and timely risk ratings. The Comptroller's Handbook for *Rating Credit Risk* is an appropriate reference. A plan for ongoing refresher training needs to be established as well;

(b) Further development of the risk rating process to be dynamic, timely, and accurate;

(c) Accountability standards for all individuals with knowledge of a credit responsible for proper risk ratings. Loan officers should review and update risk ratings whenever relevant new information is received.

(2) The Board shall ensure that the Bank has processes, personnel, and control systems to effect implementation of and adherence to the program and systems developed pursuant to this Article.

## ARTICLE X

### NONACCRUAL LOANS

(1) Within sixty (60) days, the Board shall adopt and implement written policies and procedures governing the supervision and control of nonaccrual loans. Such policies and procedures shall:

(a) be consistent with the accounting requirements contained in the Call Report Instructions;

(b) provide for periodic audits of loan accruals and incorporate procedures for periodically testing the Bank's identification of nonaccrual loans.

(2) Upon adoption, a copy of the written policies and procedures shall be forwarded to the Assistant Deputy Comptroller and the Board shall thereafter ensure Bank adherence to all policies and procedures developed pursuant to this Article.

## ARTICLE XI

### LOAN REVIEW

(1) Within sixty (60) days, the Board shall strengthen Loan Review. The Board shall ensure:

(a) a scope and timing that reflects the risk of the loan portfolio;

(b) conclusions and loan risk ratings are accurate and acted upon by management; and

- (c) overall conclusions and findings are reported to the Board on a quarterly basis.

## ARTICLE XII

### COMMERCIAL REAL ESTATE

- (1) No later than March 31, 2010, the Board, or a designated committee, shall implement the requirements of OCC Bulletin 2006-46 to include:
  - (a) Performing portfolio level stress testing, or sensitivity analysis, to quantify the impact of changing market and economic conditions on asset quality, earnings, and capital;
  - (b) Developing a written plan to reduce or mitigate commercial real estate concentrations during adverse market conditions;
  - (c) Establishing portfolio concentration limits by type and industry to be reviewed, consistent with current market conditions, and approved by the Board.
- (2) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program and systems developed pursuant to this Article.

## ARTICLE XIII

### LIQUIDITY

- (1) Within sixty (60) days, the Board shall ensure adequate sources of liquidity to sustain the Bank's current operations and to withstand any anticipated or extraordinary demand against its funding base. Such actions may include, but are not necessarily limited to:
  - (a) selling assets;

- (b) obtaining lines of credit from the Federal Reserve Bank;
- (c) obtaining lines of credit from correspondent banks;
- (d) injecting additional equity capital.

(2) Within sixty (60) days, the Bank shall implement, adopt and thereafter ensure adherence to a written liquidity policy. The policy shall:

- (a) Ensure adequate liquidity reports that accurately and effectively identify, measure, monitor and control the Bank's liquidity position;
- (b) Set limits on key liquidity measures including, but not limited to, funding sources; borrowing limits; loan to deposit ratios; on hand liquidity and the size, maturity and pledging of the investment portfolio.

(3) Within sixty (60) days, the Bank shall develop and implement a Liquidity Plan for diversifying the bank's funding sources to reduce the bank's reliance on brokered deposits and provide an adequate level of on-hand liquidity. At minimum the plan should:

- (a) Implement a sources and uses statement to accurately identify actual and anticipated sources and uses of the bank's funds over short time periods;
- (b) Assess the impact of FDIC restrictions on rates paid on deposits solicited by less than well capitalized FDIC-insured institutions;
- (c) Ensure that the plan includes important factors detailed in an extensive Contingency Funding Plan, such as:
  - (i) steps that will be taken to effectively manage a liquidity shortfall or crisis;
  - (ii) scenarios if sources of funds, such as brokered deposits, SBA guaranteed loan sales or bank lines are no longer available;

- (iii) escalating funding needs and management's approach thereto;
- (iv) providing a detailed and forward looking sources and uses statement that clearly outlines primary and secondary sources of funds; and
- (v) analyzing the continuing availability and volatility of present funding sources.

(4) A copy of the Bank's written Liquidity Policy and Plan shall be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection. Upon receiving a determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to the policy and plan.

(5) The Board, or a designated committee, shall review the Bank's liquidity on a monthly basis, or more frequently as required, to ensure adequate sources and compliance with the Liquidity Plan required in paragraph (3).

(6) Copies of the Bank's liquidity MIS shall be submitted to the Assistant Deputy Comptroller quarterly.

#### ARTICLE XIV

##### INTERNAL AUDIT

(1) Within ninety (90) days, the Board, or a designated committee that includes a outside director with relevant banking experience, shall adopt, implement, and thereafter ensure Bank adherence to an independent, risk based internal audit program sufficient to:

- (a) detect irregularities and weak practices in the Bank's operations;
- (b) determine the Bank's level of compliance with all applicable laws, rules and regulations; and

- (c) assess and report the effectiveness of policies, procedures, controls, and management oversight.

(2) As part of this audit program, the Board, or a designated committee that includes an outside director with relevant banking experience, shall evaluate the audit reports of any party providing services to the Bank, and shall:

- (a) assess the impact on the Bank of any audit deficiencies cited in such reports;
- (b) assess, through the review of workpapers or some other formal qualitative means, the quality of internal audit being provided to the Bank; and
- (c) ensure significant findings are included in the final audit report; isolated or immaterial findings must be discussed with management and accompanied by documentation indicating that the finding was discussed and rationale for dismissing the finding as an audit conclusion.

(3) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the program developed pursuant to this Article.

(4) All audit reports shall be in writing. The Board shall ensure that immediate actions are undertaken to remedy deficiencies cited in audit reports, and that auditors maintain a written record describing those actions.

(5) Upon adoption, a copy of the internal audit program shall be promptly submitted to the Assistant Deputy Comptroller for supervisory non-objection. Immediately upon receiving a determination of supervisory non-objection, the audit program shall be implemented.

## ARTICLE XV

### CALL REPORTS

(1) Within thirty (30) days, the Board shall adopt and cause the Bank to implement policies and procedures, in accordance with the Instructions for Preparation of Consolidated Reports of Condition and Income, to ensure that all official and regulatory reports filed by the Bank accurately reflect the Bank's condition as of the date that such reports are submitted. Thereafter the Board shall ensure Bank adherence to the policies and procedures adopted pursuant to this Article.

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

(3) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the policies developed pursuant to this Article.

(4) The Bank shall notify the Assistant Deputy Comptroller of any Call Report re-filings beginning with the September 30, 2009 Call Report.

## ARTICLE XVI

### VIOLATIONS OF LAW

(1) The Board shall immediately take all necessary steps to ensure that Bank management corrects each violation of law, rule or regulation cited in the ROE and in any

subsequent Report of Examination. The quarterly progress reports required by Article II of this Agreement shall include the date and manner in which each correction has been effected during that reporting period.

(2) Within sixty (60) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedure to prevent future violations as cited in the ROE and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules and regulations applicable to their areas of responsibility.

(3) Upon adoption, a copy of these procedures shall be promptly forwarded to the Assistant Deputy Comptroller.

(4) The Board shall ensure that the Bank has policies, processes, personnel, and control systems to ensure implementation of and adherence to the procedures developed pursuant to this Article.

## ARTICLE XVII

### 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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 her hand on behalf of the Comptroller.

/s/

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Kristin A. Kiefer  
Assistant Deputy Comptroller  
Metro New York Field Office

December 18, 2009

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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.

/s/ _____ Daniel J. Cardone	12/18/09 _____ Date
/s/ _____ Yong Nae Cho	12/18/09 _____ Date
/s/ _____ Sam C. Chung	12/18/09 _____ Date
/s/ _____ Young In Chung	12/22/09 _____ Date
/s/ _____ Paul S. Kim	12/18/09 _____ Date
/s/ _____ Sung Hwan Kim	12/18/09 _____ Date
/s/ _____ Sun Joo Oh	12/18/09 _____ Date
/s/ _____ William P. Tucker	12/18/09 _____ Date
/s/ _____ Ho Houn Yoon	12/18/09 _____ Date
/s/ _____ HiYong Choe	12/18/09 _____ Date
_____	_____ Date