

**AGREEMENT BY AND BETWEEN
CITY NATIONAL BANK
LOS ANGELES, CALIFORNIA
AND
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

City National Bank, Los Angeles, California (“Bank”) is a national bank subject to the limitations on controlling or holding an interest in financial subsidiaries set forth in 12 U.S.C. § 24a and 12 C.F.R. § 5.39.

The Comptroller of the Currency of the United States (“Comptroller”), through his National Bank Examiners, has examined the Bank, and determined that the Bank is not in compliance with the requirements set forth in 12 U.S.C. § 24a(a)(2)(C) and 12 C.F.R. § 5.39(g)(1), and has provided notice (“notice”) to the Bank as set forth in 12 U.S.C. § 24a(e)(1) and 12 C.F.R. § 5.39(j)(1)(i). Accordingly, the Bank is required to execute an agreement with the Comptroller.

In consideration of the above, 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) The Bank is a national banking association chartered and examined by the Office of the Comptroller of the Currency (“OCC”). *See* 12 U.S.C. § 1 *et seq.*

(2) This Agreement is entered into pursuant to 12 U.S.C. § 24a(e)(2) and (3) and 12 C.F.R. §§ 5.39(j)(1)(ii) and (iii).

(3) This Agreement shall not be deemed to be a “formal written agreement” for the purposes of 12 C.F.R. Part 5 and Part 24.

ARTICLE II

ACTION PLAN

(1) Within ninety (90) days of the date of this Agreement, the Board shall submit to the Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable action plan to complete all steps necessary to cause the Bank to comply with all requirements set forth in 12 U.S.C. § 24a and 12 C.F.R. § 5.39 for a national bank that has established or maintains a financial subsidiary.

(2) Within thirty (30) days following receipt of the Deputy Comptroller’s written determination of no supervisory objection to the written action plan or to any subsequent amendment to the action plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the action plan. The Board shall review the effectiveness of the written action plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the action plan as needed or directed by the OCC. Any amendment to the action plan must be submitted to the Deputy Comptroller for review and prior written determination of no supervisory objection.

(3) The action plan shall be implemented pursuant to the time frames set forth within the action plan, as modified by any amendments that have received a written determination of no supervisory objection.

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

(5) The Bank will be deemed to be in compliance with this Agreement upon meeting the requirements set forth in 12 U.S.C. § 24a(a)(2)(C) and 12 C.F.R. § 5.39(g)(1) and after it has been notified in writing of such by the OCC.

ARTICLE III

LIMITATIONS ON ADDITIONAL ACTIVITIES INVOLVING FINANCIAL SUBSIDIARIES

(1) The Board shall ensure that the Bank complies with all the requirements and safeguards set forth in 12 U.S.C. § 24a and 12 C.F.R. § 5.39 for a national bank that has established or maintains a financial subsidiary.

(2) The Bank shall not, directly or indirectly, acquire control of, or hold an interest in, any new financial subsidiary, or commence a new activity in any existing financial subsidiary, unless:

- (a) the Comptroller has made a written determination that the Bank has corrected the circumstances and conditions which led to the Bank's noncompliance with the conditions and requirements for a national bank to control, or hold an interest in, a financial subsidiary;
- (b) the Deputy Comptroller has made a written determination of no supervisory objection to the proposed activity in the Bank's existing financial subsidiary or acquisition of control of, or interest in, a new financial subsidiary; and

- (c) the Bank has obtained the Comptroller's written approval for the proposed activity or acquisition of control through the procedures set forth in 12 C.F.R. § 5.39(i).

ARTICLE IV

REQUIRED DIVESTITURE OF FINANCIAL SUBSIDIARY

(1) If, after one hundred eighty (180) days following the Bank's receipt of the notice, the Comptroller determines, in his sole discretion, that the circumstances and conditions identified in the notice have not been corrected, the Bank agrees, if it is directed to do so by the Comptroller, to:

- (a) divest control of any financial subsidiary pursuant to 12 U.S.C. § 24a(e)(4) and 12 C.F.R. § 5.39(j)(1)(iv); and
- (b) comply with any additional limitations or conditions on the conduct of the Bank, its affiliates, or any financial subsidiary of the Bank pursuant to 12 U.S.C. § 24a(e)(3) and 12 C.F.R. § 5.39(j)(1)(iii).

ARTICLE V

CLOSING

(1) This Agreement expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its 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 OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time.

(3) The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly authorized representative. If the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, or within the action plan submitted pursuant to this Agreement, the Board or a Board-designee shall submit a written request to the Deputy Comptroller asking for the desired relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that warrant the desired relief or prevent the Bank from complying with the relevant provision(s) of the Agreement or action plan submitted pursuant to this Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(4) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(5) The action plan submitted to the OCC pursuant to this Agreement shall be forwarded, by overnight mail or via email, to the following:

Deputy Comptroller for Large Bank Supervision

with a copy to:

Examiner-in-Charge, Large Bank Supervision

(5) 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 as his duly authorized representative, has hereunto set his signature on behalf of the Comptroller.

//s// Digitally Signed, Dated: 2023.06.04

Michael T. McDonald
Deputy Comptroller
Large Bank Supervision

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

/s/

5/18/2023

Sandra Aversa

Date

/s/

5/18/23

Kelly Coffey

Date

/s/

5/18/23

John D'Angelo

Date

/s/

5/18/23

William Gerber

Date

/s/

5/18/23

Ehrika Gladden

Date

/s/

5/18/23

Doug Guzman

Date

/s/

5/18/23

Graeme Hepworth

Date

/s/

5/18/23

Christoph Knoess

Date

/s/

Richard Raffetto

5/18/23

Date

/s/

Nancy Shanik

5/18/23

Date

/s/

Christopher Warmuth

5/18/23

Date

/s/

Kathleen Wendt

5/18/2023

Date

/s/

Katherine Gibson

Date