**#2010-230**

AGREEMENT BY AND BETWEEN
Omnibank, National Association
Houston, TX
and
The Comptroller of the Currency

Omnibank, National Association, Houston, TX ("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 at the Bank, including practices relating to problem loan identification and strategic and capital planning.

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:

Assistant Deputy Comptroller
Houston Field Office
1301 McKinney Street, Suite 1410
Houston, TX 77010-3031

## 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 five (5) directors, of which no more than two(2) 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 forty five (45) 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

(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.

## ARTICLE III

## CAPITAL PLAN

(1) Effective immediately, the Bank shall maintain the following capital levels (as defined in 12 C.F.R. Part 3):

(a) Total Risk-Based capital at least equal to twelve percent (12%) of risk-weighted assets; and

(b) Tier 1 capital at least equal to eight percent (8%) of adjusted total assets.

(2) Within one hundred twenty (120) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a three-year capital program. The program shall include:

(a) projections for growth and capital requirements based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities; historical data; and future strategic plans;

(b) projections of the sources and timing of additional capital to meet the Bank's current and future needs;

(c) contingency plans that identify alternative methods should the primary source(s) under (b) above not be available; and,

(d) a dividend policy that permits the declaration of a dividend only:

(i) when the Bank is in compliance with its approved capital program;

(ii) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and,

(iii) with the prior written determination of no supervisory objection by the Assistant Deputy Comptroller. Upon receiving a written determination of no supervisory objection, the Bank shall implement and adhere to the dividend policy.

(3) Upon completion, the Bank's capital program shall be submitted to the Assistant Deputy Comptroller for review and prior determination of no supervisory objection. Upon receiving a written 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.

## ARTICLE IV

## <u>LOAN PORTFOLIO MANAGEMENT</u>

(1) The Board shall, no later than January 31, 2011, 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 correct any credit administration deficiencies identified in the Report of Examination with an as of date of March 31, 2010 ("ROE"), any subsequent Report of Examination, by external loan review, or by consultants;

(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 including contingent liability information;

(c) procedures to ensure that all members of the bank's lending staff possess or acquire sufficient skills to function effectively in their respective roles; and

(d) a performance appraisal process, including performance appraisals, job descriptions, and incentive programs for loan officers, which adequately consider their performance relative to policy compliance, documentation standards, accuracy in credit grading, and other loan administration matters.

(2) Beginning January 1, 2011, on a monthly basis management shall provide the Board with written reports including, at a minimum, the following information on a trend line basis:

(a) the identification, type, rating, and amount of problem loans and leases;

(b) the identification and amount of nonaccrual and delinquent loans and leases;

(c) credit and collateral documentation exceptions;

(d) the identification and status of credit related violations of law, rule or regulation;

(e) the identification of loans and leases not in conformance with and exceptions to the Bank's lending policies; and

(f) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (a) through (e) of this Article and Paragraph.

(3) 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 V

## CREDIT RISK

(1) Within one hundred twenty (120) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program to reduce the high level of credit risk in the Bank. The program shall include, but not be limited to:

(a) procedures to strengthen credit underwriting, particularly in the commercial real estate portfolio;

(b) portfolio stress testing and sensitivity analysis of CRE concentrations;

(c) procedures to ensure compliance with relevant regulatory guidance including OCC Bulletin 2006-46, OCC Bulletin 2009-32, and Supervisory Memorandum 2009-3; and

(d) The Board shall submit a copy of the program to the Assistant Deputy Comptroller upon completion.

(e) At least quarterly, the Board shall prepare a written assessment of the bank's credit risk, which shall evaluate the Bank's progress under the aforementioned program. The Board shall submit a copy of this assessment to the Assistant Deputy Comptroller upon completion.

(2) 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 VI

COMMERCIAL REAL ESTATE - CONCENTRATIONS OF CREDIT

(1) Within ninety (90) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written commercial real estate (CRE) asset diversification and concentration risk management program consistent with OCC Bulletin 2006-46, OCC Bulletin 2009-32, and OCC Banking Circular 255. The program shall be effective in reducing and managing concentrations of credit and include, but not necessarily be limited to, the following:

(a) An ongoing review and risk assessment of the balance sheet to identify any potential CRE concentrations in the portfolio, including exposures to similar interrelated groups of borrowers;

(b) Board and management oversight of CRE concentrations, to include:

(i) policy guidelines and an overall CRE lending strategy, including actions required when the Bank approaches the limits of its CRE guidelines;

(ii) on-going review of the Bank's CRE concentrations to ensure that they remain consistent with and fully support the Bank's Strategic

Plan, including the Bank's growth objectives, financial targets, and capital planning;

(iii) procedures and controls to effectively adhere to and monitor compliance with the Bank's lending policies and strategies;

(iv) regular review of information and reports that identify, analyze and quantify the nature and level of risk presented by CRE concentrations; and

(v) periodic review and approval of CRE risk exposure limits, policies and procedures to control and monitor concentrations of credit.

(c) A written analysis of any concentration of credit identified above in order to identify and assess the inherent credit, liquidity, and interest rate risk; and

(d) An action plan approved by the Board to reduce the risk of any concentration deemed imprudent in light of changes to CRE market conditions as reflected in the above analysis.

(2) For purposes of this Article, a concentration of credit is as defined in the Loan Portfolio Management booklet of the Comptroller's Handbook.

(3) The Board shall ensure that future concentrations of credit are subjected to the analysis required by subparagraph (b) and that the analysis demonstrate that the concentration will not subject the Bank to undue credit or interest rate risk.

(4) The Board shall forward a copy of any analysis performed on existing or potential concentrations of credit to the Assistant Deputy Comptroller immediately following the review.

(5) 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 VII

## PROBLEM LOAN IDENTIFICATION – IMPROVING LOAN REVIEW

(1) The Board shall within ninety (90) days employ or designate a sufficiently experienced and qualified person(s) or firm to ensure the timely and independent identification of problem loans and leases.

(2) Within ninety (90) days, the Board shall establish an effective, independent and on-going loan review system to review, at least quarterly, the Bank's loan and lease portfolios to assure the timely identification and categorization of problem credits. The system shall provide for a written report to be filed with the Board after each review and shall use a loan and lease grading system consistent with the guidelines set forth in Comptroller's Handbook, Rating Credit Risk and Allowance for Loan and Lease Loss booklets. Such reports shall at a minimum, include conclusions regarding:

(a) the overall quality of the loan portfolio;

(b) the identification, type, rating, and amount of problem loans;

(c) the identification and amount of delinquent loans;

(d) credit and collateral documentation exceptions;

(e) the identification and status of credit related violations of law, rule or regulation;

(f) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (a) through (e) of this Article;

(g) concentrations of credit; and

(h) loans and leases not in conformance with the Bank's lending policies and exceptions to the Bank's lending policies.

(3) Within ninety (90) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program providing for independent review of problem loans and leases in the Bank's portfolio for the purpose of monitoring portfolio trends, on at least a quarterly basis. The program shall require a quarterly report to the Board. At a minimum, the program shall provide for an independent reviewer's assessment of the Bank's

(a) monitoring system for early problem loan identification to assure the timely identification and rating of loans and leases based on lending officer submissions;

(b) statistical records that serve as the basis for identifying sources of problem loans by industry, size, collateral, dealer or individual lending officer

(c) system for monitoring previously charged-off assets and their recovery potential

(d) system for monitoring compliance with the Bank's lending policies and laws, rules, and regulations pertaining to the Bank's lending function; and

(e) system for monitoring the adequacy of credit and collateral documentation.

(4) Within ninety (90) days, the Board shall review, revise, and thereafter ensure Bank adherence to a program to ensure lending officers identify in a timely and accurate manner nonaccrual loans and loans rated "Special Mention", "Substandard", "Doubtful", and "Loss." An acceptable program shall include:

(a) Providing training to lending staff on recognition of nonaccrual loans and loan grading within ninety (90) days, with subsequent refresher training as needed; and

(b) Ensuring officer accountability by including accuracy and timeliness of recognition of nonaccrual loans and loan grading in the annual performance evaluation of each loan officer and each member of lending area management.

(5) A written description of the program called for in this Article shall be forwarded to the Assistant Deputy Comptroller for review and prior determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and adhere to this loan review program.

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

(7) The Board shall evaluate the loan review reports and ensure that immediate, adequate, and continuing remedial action, if appropriate, is taken upon all findings noted in the reports.

(8) A copy of the reports submitted to the Board as well as documentation of the action taken by the Bank to collect or strengthen assets identified as problem credits shall be preserved in the Bank and available for inspection by National Bank Examiners.

ARTICLE VIII

CRITICIZED ASSETS – COLLECTION PLANS

(1) The Bank shall take continuing action to protect its interest in those assets criticized 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 during any examination.

(2) Within sixty (60) days, the Board shall review, revise, and thereafter ensure Bank adherence to its written program designed to eliminate the basis of criticism of criticized assets. The program shall address assets criticized in the ROE, in any subsequent Report of Examination, 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." For each criticized asset, the program shall require the Bank to consider, among other matters, 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;

(c) an analysis of current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations; and

(d) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment.

(3) Upon adoption, a copy of the program shall promptly be submitted to the Assistant Deputy Comptroller. Any subsequent modifications or additions to the program shall

be forwarded to the Assistant Deputy Comptroller within ten (10) days of such modification or addition.

(4) The Board, or a designated committee, shall conduct a written 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 written review, including status updates for each criticized asset or criticized portion thereof that equals or exceeds two hundred fifty thousand dollars ($250,000), shall be forwarded to the Assistant Deputy Comptroller quarterly. The status updates shall follow a format similar to Appendix A, attached hereto.

(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 exceed two hundred fifty thousand dollars ($250,000) 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 documentation produced in accordance with 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.

(8) 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 IX

## OTHER REAL ESTATE OWNED

(1) Within ninety (90) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to appropriate written policies and procedures governing the Bank's administration, from acquisition by the Bank through disposition to a third party, of Other Real Estate Owned ("OREO") so that the OREO is managed in accordance with the requirements of 12 U.S.C. § 29 and 12 C.F.R. Part 34, Subpart E. The policies and procedures shall address, among other things, the following:

(a) responsibility and authority for OREO properties;

(b) development and implementation of appropriate written action plans, as detailed further in Paragraph (2) of this Article, for each OREO property;

(c) creation of written classified asset reports for each OREO property, including assignment of timely and accurate risk ratings for each OREO property;

(d) establishment of proper accounting procedures for OREO properties from transfer to the Bank and until and upon sale to a third party. Among other things, separate, detailed ledgers will be maintained for each OREO property;

(e) establishment of an appropriate OREO reserve that, among other things, addresses valuation allowances;

(f) the need to secure timely, written appraisals and evaluations pursuant to 12 C.F.R. § 34.85 and 12 C.F.R. Part 34, Subpart C;

(g) formalized written collection plans;

(h) the need for on-going diligent efforts to be made to timely sell the Bank's OREO properties, and further, for the maintenance of detailed documentation regarding those sales efforts; and

(i) appropriate reporting systems, including providing for detailed written reports to be delivered to the Board on the status of each OREO property on at least a quarterly basis.

(2) Not later than thirty (30) days after the Bank acquires an OREO asset, the Bank shall develop and thereafter implement a written action plan for each OREO property. Among other matters, the written action plan shall:

(a) identify the Bank officer(s) responsible for managing and authorizing transactions relating to specific OREO properties;

(b) contain an analysis of each OREO property which compares the cost to carry against the financial benefits of near term sale;

(c) provide for cost-benefit analyses to be performed when the Bank receives offers to purchase OREO;

(d) detail the marketing strategies for each parcel, which shall be designed to ensure that the Bank achieves the maximum sales price possible for the OREO in the shortest time possible;

(e) identify targeted time frames for disposing each parcel of OREO; and

(f) establish appropriate targeted write-downs at periodic intervals if marketing strategies are unsuccessful.

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

ARTICLE X

PROFIT PLAN

(1) Within one hundred twenty (120) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written profit plan to improve and sustain the earnings of the Bank. This plan shall include, among others, the following elements:

(a) identification of the major areas in and means by which the Board will seek to improve the Bank's operating performance;

(b) realistic and comprehensive budgets, including projected balance sheets and year-end income statements;

(c) a budget review process to monitor both the Bank's income and expenses, and to compare actual figures with budgetary projections; and

(d) a description of the operating assumptions that form the basis for major projected income and expense components.

(2) The written profit plan required in Paragraph (1) above shall be submitted to the Assistant Deputy Comptroller within one hundred twenty (120) days. The Board shall submit to the Assistant Deputy Comptroller annual budgets as described in paragraph (1) above for each year this agreement remains in effect. The budget for each year shall be submitted on or before December 15, of the preceding year.

(3) The Board shall forward comparisons of its balance sheet and profit and loss statement to the profit plan projections to the Assistant Deputy Comptroller on a quarterly basis.

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

## ARTICLE XI

## LIQUIDITY AND CONTINGENCY FUNDING PLAN

(1) Within sixty (60) days, the Bank shall revise its contingency funding plan ("CFP") so as to ensure the Bank has ample sources of funds meet its current operations and expected and unexpected deviations from normal operations as well as withstand any anticipated or extraordinary demand against its funding base. The Bank's CFP should be consistent with the requirements detailed in OCC Bulletin 2010-13 and the Comptroller's Handbook, Liquidity booklet (February 2001). Among other components, the Bank's CFP shall include:

(a) an Administrative "Action Plan" section detailing jobs, responsibilities, and activities of employees, management, and the Board in event of a liquidity event. The Action Plan should include, among other information, contact information (names and phone numbers) of key persons (regulators, key customers, relationship managers at wholesale funding providers and Board members) and include a process for developing talking points or a script for management to use; and

(b) periodic stress testing of the Bank's cash flow forecasts (to include all off-balance sheet items such as loan commitments and unfunded lines).

(2) A copy of the Bank's revised CFP shall be submitted to the Assistant Deputy Comptroller for review and prior determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall adopt, implement and thereafter ensure Bank adherence to the revised CFP.

(3) Monthly reports shall set forth liquidity requirements and sources and update the status of the revised CFP. Copies of these reports shall be forwarded to the Assistant Deputy Comptroller in the Bank's quarterly report to the Assistant Deputy Comptroller.

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

## ARTICLE XII

## 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 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) a mission statement that forms the framework for the establishment of strategic goals and objectives;

(b) an assessment of the Bank's present and future operating environment;

(c) the development of specific strategic goals and objectives to be accomplished over the short and long term;

(d) an identification of the Bank’s present and future product lines (assets and liabilities) that will be utilized to accomplish the strategic goals and objectives established in Paragraph (1)(c) of this Article;

(e) an evaluation of the Bank's internal operations, staffing requirements, board and management information systems and policies and procedures for their adequacy and contribution to the accomplishment of the goals and objectives developed under Paragraph (1)(c) of this Article;

(f) a management employment and succession program to promote the retention and continuity of capable management;

(g) product line development and market segments that the Bank intends to promote or develop;

(h) an action plan to improve bank earnings and accomplish identified strategic goals and objectives, including individual responsibilities, accountability and specific time frames;

(i) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the period covered by the strategic plan;

(j) control systems to mitigate risks associated with planned new products, growth, or any proposed changes in the Bank's operating environment;

(k) specific plans to establish responsibilities and accountability for the strategic planning process, new products, growth goals, or proposed changes in the Bank's operating environment; and

(l) systems to monitor the Bank's progress in meeting the plan's goals and objectives.

(2) Prior to adoption of the strategic plan by the Board, a copy shall be forwarded to the Assistant Deputy Comptroller for review and written determination of no supervisory objection. Immediately upon receiving a written determination of no supervisory objection, the strategic plan shall be implemented.

(3) The Bank must give the Assistant Deputy Comptroller, for his review and written determination of no supervisory objection, at least sixty (60) days advance written notice of its intent to deviate significantly from the strategic plan. Immediately upon receiving a written determination of no supervisory objection to the proposed significant deviation, the deviation to the strategic plan shall be implemented.

(a) For purposes of this Article, changes that may constitute a significant deviation from the strategic plan include, but are not limited to, any significant deviations from marketing strategies, marketing partners, acquisition channels; underwriting practices and standards, account management strategies and test programs; collection strategies, partners or operations; fee structure, pricing, or fee application methods; accounting processes and practices; funding strategy; or any other changes in personnel, operations or external factors that may have a material impact on the Bank's operations or financial performance.

(b) Prior to making any changes that significantly deviate from the Bank's strategic plan, the Board shall perform an evaluation of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls and written policies and procedures to identify, measure, monitor, and control the risks associated with the product or service. The evaluation shall include an assessment of the impact of such change on the Bank's condition, including a profitability analysis.

(4) If the OCC determines, in its sole judgment, that the Bank has failed to submit an acceptable strategic plan as required by paragraph (1) of this Article, or has failed to implement or adhere to the Bank’s specific, measurable, and verifiable objectives included in the strategic plan, for which the OCC has taken no supervisory objection pursuant to paragraph (2) of this Article, or has failed to implement or adhere to the Bank’s deviation to the strategic plan, for which the OCC has taken no supervisory objection pursuant to paragraph (3) of this Article, then within fifteen (15) days of receiving written notice from the OCC of such fact, the Board shall

develop and shall submit to the OCC for its review and prior determination of no supervisory objection a revised strategic plan, which shall detail the Bank's proposal to correct deficiencies resulting in the Bank's failure and to adhere to the Bank's strategic plan to which the OCC has taken no supervisory objection.

(a) After the OCC has advised the Bank that it does not take supervisory objection to the revised strategic plan, the Board shall immediately implement, and shall thereafter ensure adherence to, the terms of the revised strategic plan.

(b) Failure to submit a timely, acceptable revised strategic plan may be deemed a violation of this Formal Agreement in the exercise of the OCC's sole discretion.

(5) 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 XIII

## CLOSING

(1) Although the Board has agreed to submit certain programs and reports to the Assistant Deputy Comptroller for review and/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/

Francis Alleman, Jr.
Assistant Deputy Comptroller
Houston Field Office

11/18/2010

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/ | 11/18/2010 |
| Julie A. Cripe | Date |
| /S/ | 11/18/2010 |
| Chesley Brooks, Jr. | Date |
| /S/ | 11/18/2010 |
| Warren Kerrigan, Jr | Date |
| /S/ | 11/18/2010 |
| Louis Adler | Date |
| /S/ | 11/18/2010 |
| Cleve Gazaway | Date |
| /S/ | 11/18/2010 |
| Elvin Franklin, Jr. | Date |
| /S/ | 11/16/2010 |
| J. Todd Frazier | Date |

APPENDIX A
Omnibank, National Association
Houston, TX

CRITICIZED ASSET REPORT AS OF: ______________________________

BORROWER(S):

ASSET BALANCE(S) AND OCC RATING (SM, SUBSTANDARD, DOUBTFUL OR LOSS):

$ ______________________ CRITICISM ______________________

AMOUNT CHARGED OFF TO DATE ______________________________

FUTURE POTENTIAL CHARGE-OFF ______________________________

PRESENT STATUS (Fully explain any increase in outstanding balance; include past due status, nonperforming, significant progress or deterioration, etc.):

FINANCIAL AND/OR COLLATERAL SUPPORT (include brief summary of most current financial information, appraised value of collateral and/or estimated value and date thereof, bank's lien position and amount of available equity, if any, guarantor(s) info, etc.):

PROPOSED PLAN OF ACTION TO ELIMINATE ASSET CRITICISM(S) AND TIME FRAME FOR ITS ACCOMPLISHMENT:

IDENTIFIED SOURCE OF REPAYMENT AND DEFINED REPAYMENT PROGRAM (repayment program should coincide with source of repayment):