#2011-005

AGREEMENT BY AND BETWEEN
One Bank & Trust, National Association
Little Rock, Arkansas
and
The Comptroller of the Currency

One Bank & Trust, National Association, Little Rock, Arkansas ("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 including but not limited to practices relating to capital planning, asset quality, earnings, and liquidity.

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

ARTICLE I

JURISDICTION

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

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

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

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

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

F. Christian Dunn
Assistant Deputy Comptroller
Comptroller of the Currency
Little Rock Field Office
1401 West Capitol Avenue, Suite 350
Little Rock, Arkansas 72201

ARTICLE II

PROGRESS REPORTING—QUARTERLY

(1) The Board shall submit quarterly progress reports to the Assistant Deputy Comptroller. These reports shall set forth in detail:

(a) actions taken to comply with each Article of the Agreement;

(b) results of those actions; and

(c) a description of the actions needed to achieve full compliance with each Article of this Agreement.

(2) The progress reports shall also include any actions initiated by the Board and the Bank pursuant to the criticisms and comments in the Report of Examination or in any future Report of Examination.

(3) The first progress report shall be submitted for the period ending March 31, 2011 and will be due within ten (10) days of that date. Thereafter, progress reports will be due within ten (10) days after the quarter end.

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

ARTICLE III

REDUCING THE LEVEL OF CRITICIZED ASSETS

(1) The Bank shall take immediate and 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 adopt, implement, and thereafter ensure Bank adherence to a written program that is effective in eliminating 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 require the Bank to consider for each criticized asset, at a minimum:

(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 completion, a copy of the program shall be forwarded to the Assistant Deputy Comptroller within ten (10) days. Any subsequent modifications or additions to the program shall be forwarded to the Assistant Deputy Comptroller with ten (10) days of the modification or addition.

(4) The Board 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 and 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 and 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 and fifty thousand dollars ($250,000.00) 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 approves the credit extension and records, in writing, why such extension is necessary to promote the best interests of the Bank; and

(b) a comparison to the written program adopted pursuant to this Article shows that the Board's formal plan to collect or strengthen the criticized asset will not be compromised.

(7) A copy of the approval of the Board 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 this Article and the programs developed pursuant to it.

ARTICLE IV

ORGANIZATIONAL STRUCTURE OF LENDING FUNCTION

(1) The Board shall take immediate and continuing action to ensure that the Bank has a prudent organizational structure over its lending function that is designed to facilitate:

(a) uniform application of the Bank’s loan policy and processes;

(b) compliance with applicable laws, rules, and regulations; and

(c) the operation of the Bank’s lending function in a safe and sound manner.

(2) In developing a prudent organizational structure over the Bank's lending function, the Board or its designated representative/consultant shall develop a written report within thirty (30) days, which shall include:

(a) identification of present and future management and staffing requirements within the Bank's lending function, after consideration of:

(i) workload distribution among both the management and the lending staff;

(ii) the effect that any departures of lending staff has had on the workload of the remaining management and staff; and

(iii) the ability of management and each staff member to fulfill their respective duties in light of their workloads and responsibilities;

(b) detailed written job descriptions for the management and staff within the Bank's lending function;

(c) an evaluation of each manager's and loan officer's qualifications and abilities and a determination whether each manager, loan officer, or other staff member possesses the experience and qualifications required to perform the present and anticipated duties of his/her officer position;

(d) determinations regarding whether management or staffing changes should be made;

(e) objectives by which management's and loan officers' effectiveness will be measured;

(f) a training program to address identified weaknesses in the skills and abilities of the Bank's lending staff and management team;

(g) an evaluation of current lines of authority, reporting responsibilities, and delegation of duties within the lending function, including identification of any overlapping authorities or responsibilities;

(h) an organizational chart that clearly reflects responsibilities and lines of authority within the Bank's lending function and eliminates any inefficiencies identified; and

(i) any deficiencies regarding the Bank's lending function identified in any Report of Examination.

(5) Within thirty (30) days of completion of this written report, the Board shall develop a written plan to correct any deficiencies in the bank's lending function that have been identified. The plan should specifically designate who is responsible for implementing the plan and include specific timeframes to ensure that the deficiencies are remedied in a timely manner.

(6) Copies of the Board's written plan shall be forwarded to the Assistant Deputy Comptroller upon completion for his written no objection. Upon receiving the ADC's no objection, the Board shall ensure implementation of and adherence to the written plan. All noted deficiencies shall be addressed in a timely manner but in no event later than sixty (60) days after receiving the ADC's no objection to the written plan.

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

ARTICLE V

PROBLEM LOAN IDENTIFICATION AND LOAN REVIEW

(1) Within thirty (30) days, the Board shall adopt, implement, 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) Requiring that lending staff conducts an annual, comprehensive cash flow/global cash flow analysis to be prepared on borrowing relationships of one million dollars ($1,000,000) or more.

(b) Developing a monitoring system to ensure that lending staff prepares an annual, comprehensive cash flow/global cash flow analysis on borrowing relationships of one million ($1,000,000) or more.

(c) Providing training to lending staff on recognition of nonaccrual loans and loan grading, with subsequent refresher training as needed; and

(d) 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.

(3) Within sixty (60) days, the Board shall employ or designate a sufficiently experienced and qualified person(s) or firm to conduct a loan review to ensure the timely and independent identification of problem loans and leases.

(4) Within sixty (60) 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 loan review system shall review, at least quarterly, the Bank's loan and lease portfolios to assure the timely and accurate identification and categorization of nonaccrual loans and loans rated "Special Mention," "Substandard," "Doubtful," and "Loss." The Bank's loan review system shall provide for a written report to be filed with the Board or a designated committee after each review and shall use a loan and lease grading system consistent with the guidelines set forth in "Rating Credit Risk" and "Allowance for Loan and Lease Losses" booklets of the Comptroller's Handbook. Such reports shall include, at a minimum, conclusions and comments regarding:

(a) the scope of the review;

(b) the overall quality of the loan and lease portfolios;

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

(d) the identification and amount of delinquent loans and leases;

(e) the identification and amount of nonaccrual loans;

(f) credit and collateral documentation exceptions;

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

(h) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (b) through (g) of this Article;

(i) concentrations of credit;

(j) loans and leases to executive officers, directors, principal shareholders (and their related interests) of the Bank; and

(k) loans and leases not in conformance with the Bank's lending and leasing policies as well as exceptions to the Bank's lending and leasing policies.

(4) The Board shall evaluate the loan review written report(s) and shall ensure that immediate, adequate, and continuing remedial action is taken upon any deficiencies noted in the report(s).

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

ARTICLE VI

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days, the Board shall review, revise, and thereafter ensure Bank adherence to its written program to ensure the maintenance of an adequate Allowance for Loan and Lease Losses ("Allowance"). An acceptable program shall be designed in light of the comments on maintaining a proper Allowance found in the "Allowance for Loan and Lease Losses" booklet of the Comptroller's Handbook and shall focus particular attention on the following factors:

(a) results of the Bank's internal loan review;

(b) results of the Bank's external loan review;

(c) an estimate of inherent loss exposure on each credit in excess of two hundred and fifty thousand dollars ($250,000);

(d) loan loss experience;

(e) trends of delinquent and nonaccrual loans;

(f) concentrations of credit in the Bank;

(g) present and prospective economic conditions;

(h) appropriate treatment of classified loans pursuant to OCC Bulletin 2006-47 – Allowance Guidance and Frequently Asked Questions on the ALLL;

(i) applicable requirements of the Accounting Standards Codification, include, ASC 450 and 310 (formerly FAS 5 and 114); and

(j) any Allowance related deficiencies noted in the current or any future ROE.

(2) The program shall provide for a review of the Allowance by the Board 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) Upon revision, a copy of the program shall promptly be submitted 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 this Article and the programs developed pursuant to it.

ARTICLE VII

APPRAISALS OR EVALUATIONS OF REAL PROPERTY

(1) Within sixty (60) days, the Board shall ensure the implementation of policies and controls to ensure full compliance with 12 C.F.R. Part 34, Subpart C—Appraisals. The policies and controls shall include, but not be limited to:

(a) a formal process for real estate renewals that includes specific documentation requirements for validating existing appraisals or evaluations;

(b) if the 12 C.F.R. § 34.43(7) appraisal requirement exception for a transaction involving an existing extension of credit is being utilized, the Bank shall develop and maintain documentation that establishes:

(i) There has been no obvious and material change in market conditions or physical aspects of the property that threatens the adequacy of the institution's real estate collateral protection after the transaction, even with the advancement of new monies; or

(ii) There is no advancement of new monies, other than funds necessary to cover reasonable closing costs.

(c) a requirement that in the event that the Bank qualifies for the appraisal exception in 12 C.F.R. § 34.43(7), that the Bank nonetheless performs an "evaluation" in accordance with 12 C.F.R. Part 34 and 12 C.F.R. 34.43(b).

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

ARTICLE VIII

CAPITAL PLAN

(1) Within thirty (30) days, the Board shall review, revise, and thereafter ensure adherence to its three year capital program. The program shall include:

(a) specific plans for the maintenance of adequate capital commensurate with the bank’s risk profile;

(b) 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;

(c) an analysis of the Bank’s dividend needs and the resulting impact on capital;

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

(e) the primary source(s) from which the Bank will strengthen its capital structure to meet the Bank's needs;

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

(g) 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.

(2) Upon completion, the Bank's capital program 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.

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

ARTICLE IX

LIQUIDITY RISK MANAGEMENT

(1) On an on-going basis, the Board shall ensure adequate sources of liquidity in relation to the Bank’s needs. Liquidity must be maintained at a level that is sufficient to sustain the Bank's current operations and to withstand any anticipated or extraordinary demand against its funding base.

(2) Within thirty (30) days, the Board or a designated committee shall develop and submit to the Assistant Deputy Comptroller a Wholesale Funding Plan (“Plan”) to ensure that the Bank makes prudent use of wholesale funding sources, including brokered deposits (as defined in 12 C.F.R. § 337.6(a)(2)).

(3) The Plan shall set limits for the Bank’s use of wholesale funding sources based upon its anticipated liquidity and funding needs. The Plan shall include all wholesale funding sources currently utilized or contemplated to be utilized by this Bank, including, but not be limited to, the following:

(a) appropriate limits for Federal Home Loan Bank funding; and

(b) appropriate limits for Brokered Deposits.

(4) In determining the appropriate limits of wholesale funding, the Plan shall consider, at a minimum, the following:

(a) the dollar volumes, maturities, and costs of the funds;

(b) potential uses of the funds, i.e., short-term liquidity or restructuring of liabilities to reduce cost;

(c) alternative funding sources available to the Bank;

(d) whether the wholesale funding levels are in accordance with safe and sound banking practices.

(5) Upon completion, a copy of the plan shall be forwarded to the Assistant Deputy Comptroller for review and a prior written determination of no supervisory objection. The Assistant Deputy Comptroller shall have discretion to object to or condition the plan in his sole discretion.

(6) If the Assistant Deputy Comptroller provides a supervisory no objection to the Plan, the Bank may continue to acquire wholesale funding that is consistent with Bank safety and soundness and is in accordance with the Plan, unless and until, the Assistant Deputy Comptroller notifies the Bank that he objects to further acquisitions of wholesale funding. Such objection to further acquisitions shall be in the Assistant Deputy Comptroller's sole discretion and subject to whatever terms or conditions he may establish.

(7) If the Assistant Deputy Comptroller objects to the Plan in its entirety, the Bank shall cease acquiring additional wholesale funding until such time as the Assistant Deputy Comptroller has approved a Wholesale Funding Plan or the Assistant Deputy Comptroller otherwise provides written approval for certain wholesale funds.

(8) Within thirty (30) days, the Board shall review, revise, and thereafter ensure adherence to a Contingency Funding Plan that is reasonable and effective in ensuring that the Bank will continue to operate with adequate liquidity in the event of extraordinary demands against its funding base. The plan shall be detailed and include consideration of:

(a) changing liquidity sources in the event of liquidity stress events; and

(b) changes in collateral requirements in the event of liquidity stress events.

(9) The Contingency Funding Plan shall clearly define bank staff's responsibility to implement the plan, including identifying triggers of stress events that will result in the immediate implementation of the plan.

(10) Upon adoption of the Contingency Funding Plan, the Board shall forward a copy to the Assistant Deputy Comptroller.

(11) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence this Article and the plans/programs developed pursuant to it..

ARTICLE X

STRATEGIC PLAN

(1) Within ninety (90) days, the Board shall adopt 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 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 (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 (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, which shall include:

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

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

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

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

(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) 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 Bank must give the Assistant Deputy Comptroller at least sixty (60) days advance, written notice of its intent to deviate significantly from the strategic plan.

(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 changes on the Bank's condition, including a profitability analysis.

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

ARTICLE XI

CONCLUSION

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

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

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

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

F. Christian Dunn
Assistant Deputy Comptroller
Little Rock Field Office

1/20/11

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/	1/20/11
Paul Berry	Date
/S/	1/20/11
Mike Heald	Date
/S/	1/20/11
James Pappas	Date
/S/	1/20/11
Gary Rickenbach	Date
/S/	1/20/11
Layton Stuart	Date