

AGREEMENT BY AND BETWEEN
Great Lakes Bank, NA
Blue Island, IL
and
The Comptroller of the Currency

Great Lakes Bank, NA, Blue Island, IL (“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 credit underwriting and 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) 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
Chicago South Field Office
2001 Butterfield Rd, Ste. 400
Downers Grove, IL 60515

ARTICLE II

CREDIT RISK RATING

(1) Within sixty (60) days, and on an ongoing basis thereafter, the Board must ensure that the Bank’s internal risk ratings of commercial credit relationships in excess of \$250,000 (covered relationship) are timely, accurate, and consistent with the regulatory credit classification criteria set forth in the Rating Credit Risk Booklet, A-RCR, of the Comptroller’s Handbook. At a minimum, the Board must ensure, on an ongoing basis, that with respect to the assessment of credit risk of any covered relationship:

- (a) the primary consideration is the strength of the borrower’s primary source of repayment (i.e., the probability of default rather than the risk of loss);
- (b) if the primary source of repayment is cash flow from the borrower’s operations, the strength of the borrower’s cash flow is determined through analysis of the borrower’s historical and projected financial statements, past performance, and future prospects in light of conditions that have occurred;
- (c) collateral, non-government guarantees, and other similar credit risk mitigants that affect potential loss in the event of default (rather than the

probability of default) are taken into consideration only if the primary source of repayment has weakened and the probability of default has increased;

- (d) collateral values should reflect a current assessment of value based on actual market conditions and project status;
- (e) credit risk ratings are reviewed and updated whenever relevant new information is received, but no less frequently than annually; and
- (f) the credit risk rating analysis is documented and available for review by the Board and the OCC upon request.

ARTICLE III

CREDIT AND COLLATERAL INFORMATION

(1) Within ninety (90) days, the Board shall ensure the Bank obtains and analyzes current and satisfactory credit information and ensures proper collateral documentation is maintained, on all loans, leases, and other extensions of credit identified as lacking such information in the Report of Examination dated as of June 30, 2010, in any subsequent Report of Examination, in any internal or external credit review, or in any listings of credits lacking such information provided to management by the National Bank Examiners at the conclusion of an examination.

(2) If despite prudent efforts the Board and management are unable to obtain the credit information or collateral documentation required by paragraph (1) of this Article within the time period proscribed, it shall not constitute a violation of this Article so long as the Board

and management document their ongoing efforts to obtain such credit information or collateral documentation, and record their efforts in the respective credit file.

(3) Effective immediately, the Bank may grant, extend, renew, alter or restructure any loan or other extension of credit only after:

- (a) documenting the specific reason or purpose for the extension of credit;
- (b) identifying the expected source of repayment in writing;
- (c) structuring the repayment terms to coincide with the expected source of repayment for the extension of credit;
- (d) obtaining and analyzing current credit information to appropriately assess the borrower's cash flow and current financial position, and where repayment is dependent in whole or in part on one or more guarantors, performing an analysis of the guarantors' current financial position and the guarantors' and borrower's global cash flow; and
- (e) documenting the current value of collateral with adequate supporting material (and in compliance with 12 C.F.R. Part 34, Subpart C, where applicable), and documenting that the Bank's security interest has been properly attached and recorded.

(4) Failure to obtain the information in paragraph (3)(d) of this Article shall not constitute a violation if, prior to granting the extension of credit, a majority of the full Board (or a delegated committee thereof) certifies in writing the specific reasons why not obtaining and analyzing the information required in paragraph (3)(d) would not be detrimental to the best interests of the Bank. A copy of the Board certification shall be maintained in the Bank's credit

file of the respective borrower(s) for subsequent review by the Comptroller in connection with examinations of the Bank

ARTICLE IV

ANNUAL CREDIT REVIEWS

(1) Within sixty (60) days, the Board shall revise, implement and ensure ongoing Bank adherence to an annual credit review program. The program shall require, at a minimum, that the Bank will perform an annual credit review of all commercial credit relationships in excess of \$250,000, sufficient to ensure:

- (a) prudent efforts have been made to obtain and analyze current and satisfactory financial information (and collateral information where appropriate) from the borrower;
- (b) credit and collateral information has been analyzed by the Bank to determine whether the credit is assigned the proper risk-rating, consistent with Article II of this Agreement; and
- (c) the Bank is monitoring and tracking its borrowers' compliance with loan covenants, where applicable, and determinations to waive covenants are documented in writing with supporting justification.

ARTICLE V

APPRAISAL REVIEW PROGRAM

(1) Within sixty (60) days, the Board shall revise, implement and ensure ongoing Bank adherence to a written appraisal review program consistent with the Interagency Appraisal

and Evaluation Guidelines issued December 10, 2010 (OCC 2010-42). The program shall require a review of all appraisals obtained by the Bank, as part of its credit approval process and prior to a final credit decision, to ensure that the appraisals comply with 12 C.F.R. Part 34, Subpart C, and are consistent with supervisory guidance and the Bank's own internal policies.

(2) All appraisal reviews completed by the Bank pursuant to its revised program, as required by paragraph (1) of this Article, shall be conducted by a qualified person independent of the transaction and shall be adequately documented in the appropriate credit file. Each appraisal review shall include an assessment of the reasonableness of the appraisal, including whether the valuation methods, assumptions, and data sources are appropriate and well-supported. The depth of review shall be commensurate with the risk of the transaction.

(3) Within five (5) days following implementation, the Board shall submit a copy of the Bank's appraisal review program developed pursuant to this Article to the Assistant Deputy Comptroller for review.

ARTICLE VI

CLOSING

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

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him/her by the several laws of the

United States of America to undertake any action affecting the Bank, nothing in this Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

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

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

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

- (a) authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings under the terms of this Agreement, including ensuring that the Bank has necessary processes, personnel, and control systems;
- (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 her hand on behalf of the Comptroller.

/s/ _____
Mary Beth Farrell
Assistant Deputy Comptroller
Chicago South Field Office

April 5, 2011
_____ 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.

<hr/> <i>/s/</i> <hr/>	April 5, 2011
Thomas S. Agler	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> Ronald Bean	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> Ronald Blackstone	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> James U. Bronson Jr.	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> Randall J. DeVries	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> Louis J. Hoekstra	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> Ronald T. Shropshire	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> William M. Slager	<hr/> Date
<i>/s/</i>	April 5, 2011
<hr/> Connie S. Watkins	<hr/> Date
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