#2012-190

AGREEMENT BY AND BETWEEN
Urban Trust Bank
Lake Mary, Florida
and
The Comptroller of the Currency

Urban Trust Bank, Lake Mary, Florida ("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 violations of law and regulations and unsafe and unsound banking practices relating to vendor management practices and failure to implement an approved business plan, specifically concerning existing and new products and services.

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. § 163.555. *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
Tampa Field Office
4042 Park Oaks Boulevard, Suite 240
Tampa, Florida 33610

ARTICLE II

BUSINESS PLAN

(1) Within ninety (90) days, the Board shall adopt, implement and thereafter ensure adherence to a written Business Plan for the Bank covering at least a three-year period. The 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) development of strategic goals and objectives to be accomplished over the short- and long-term, including the Bank’s growth or expansion plans and short- and long-term merger or acquisition strategy, if applicable;

(b) an identification of new or expanded product lines that will be utilized to accomplish the strategic goals and objectives;

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

(d) financial forecast, on a quarterly basis, to include projections for major balance sheet and income statement accounts, earnings, profit goals, and desired financial ratios over the three-year period covered by the Business Plan;

(e) an assessment of the Bank's present and future operating environment, the types and amounts of investment securities the Bank plans to hold, and policies and procedures to address the Bank's investment portfolio, including the overall size as a portion of the balance sheet, minimum pre-purchase due diligence requirements, minimum quality requirements, degree of interest rate sensitivity, and concentration limits (by obligor, tenor, types, and other customary categories). The composition of the Bank's investment securities portfolio shall take into consideration any concentrations in the Bank's lending activities;

(f) 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)(a) of this Article;

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

(h) specific plans to establish responsibilities and accountability for the strategic planning process 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 adopt and adhere to the Business Plan.

(3) Once the Business Plan is adopted, the Bank shall not make a material change to or significantly deviate from the Business Plan unless the Bank has first given the OCC at least forty five (45) days prior written notice of its intent to do so, and obtained the OCC's prior written determination of no supervisory objection to such action. The Bank's request for prior written determination of no supervisory objection to a material change or significant deviation shall include, at a minimum,

(a) an assessment of the adequacy of the Bank's management, staffing levels, organizational structure, financial condition, capital adequacy, funding sources, management information systems, internal controls, and written policies and procedures with respect to the proposed significant deviation, and

(b) the Bank's evaluation of its capability to identify, measure, monitor, and control the risks associated with the proposed significant deviation.

(4) Once the Bank receives prior written determination of no supervisory objection from the OCC for a material change to the Business Plan, the Bank shall revise the Business Plan to reflect the change and Bank shall implement and thereafter adhere to the revised Business

Plan. If, after receiving supervisory non-objection from the OCC for a significant deviation from or change to its Business Plan, the Bank decides not to make such change, the Bank shall provide the OCC with written notice of its decision.

(5) For purposes of this Article, significant deviations or changes that may have a material impact on the Business Plan include, but are not limited to, any significant deviations from or material changes consistent with the description provided in Appendix G (Significant Deviations After Opening) of the "Charters" booklet of the Comptroller's Licensing Manual (February 2009), and include in particular, the following:

(a) growth in the Bank's asset size that is more than ten percent (10%) greater than the projected growth set out in the most recent Business Plan for which the Bank has received prior written determination of no supervisory objection from the OCC;

(b) an expansion in any existing on or off balance sheet product, service, or activity that is more than ten percent (10%) greater than the Bank's projected growth in such product, service, or activity set out in the most recent Business Plan for which the Bank has received prior written determination of no supervisory objection from the OCC, provided that,

i. the ten percent (10%) will be measured based on the dollar amount of the product, service, or activity of the most recent year-end Report of Condition and Income ("Call Report"), unless the activity involves assets risk-weighted fifty percent (50%) or less, in which case a variance of more than twenty-five percent (25%) shall be deemed a material modification; and

ii. only those individual products, services, or activities that represent fifteen percent (15%) or more of total assets or fifteen percent (15%) or more of total revenue as of the most recent year-end Call Report shall be subject to this provision;

(c) changes in the products and services offered, the geographic markets served, the funding sources used, or the composition of funding compared to those set out in the most recent Business Plan for which the Bank has received prior written determination of no supervisory objection from the OCC;

(d) offering any product, service, or activity that the Bank, in the most recent Business Plan for which the Bank has received prior written determination of no supervisory objection from the OCC, has stated it would not offer, including making loans, in any amount, of types the Bank has stated it would not offer; and,

(e) any change in the Bank's senior management, policies, procedures, or operations, including any change in operations resulting from changes in external factors, that may have a material adverse impact on the Bank's operations or financial performance.

(6) The Board shall ensure that the Bank has senior executive officers and other management with sufficient experience and expertise to implement the Business Plan in a safe and sound manner.

(7) The Bank shall not offer or expand an existing product or service or enter into a contract to offer a product or service unless the Bank has appropriate management, staffing,

systems, and risk controls fully in place for the product or service, including but not limited to reports of sufficient quality from program managers, and performing ongoing due diligence, including monitoring and review of the financial condition of third party vendors in accordance with OCC Banking Bulletin 2001-47 (Third Party Relationships).

(8) The Board shall ensure that performance under the Business Plan is reviewed quarterly. The Bank shall submit to the OCC within thirty (30) days after the end of each calendar quarter, a Business Plan variance report detailing the Bank's compliance with the Business Plan and an explanation of any material deviations.

(9) The Board shall ensure that the Business Plan is updated annually, no later than the end of the month of November each year, to cover the next three (3) year period. The Bank shall submit the updated annual financial projections included in the Business Plan above to the OCC within ten (10) days of completion. If there is no material change to the Business Plan in the annual update other than the updated financial projections, the Bank shall so certify to the OCC within ten (10) days of the Board's review and update. If the Bank proposes a material change to the Business Plan in the annual update, the Bank shall submit the amended Business Plan to the OCC for review and supervisory non-objection and shall not implement any proposed material change until it has received written supervisory non-objection from the OCC.

ARTICLE III

PRODUCTS AND SERVICES

(1) Within sixty (60) days, the Board shall prepare a written analysis of the prepaid debit card program which more fully assesses the risks and benefits of this line of business. This analysis shall include an assessment of the Bank's controls, policies or procedures, MIS and

oversight of the prepaid debit card operation, including risk management principles commensurate with the complexity of its third-party activities and the overall level of risk involved.

(2) Prior to the Bank's involvement in any new products or services, or entering into a contractual agreement, the Board shall prepare a written analysis of said product, service or servicer. The analysis shall, at a minimum, include the following:

(a) an assessment of the risks and benefits of the product or service to the Bank;

(b) an explanation of how the product or service is consistent with the Bank's Business Plan;

(c) an evaluation of the adequacy of the Bank's organizational structure, staffing, MIS, internal controls and written policies and procedures to identify, measure, monitor, and control the risks associated with the product or service;

(d) a profitability analysis, including growth projections and interest rate risk; and,

(e) a comprehensive due diligence review to assess the financial strength of the servicer to determine the ongoing viability of the servicer, and to assess management capabilities, adequacy of staffing, existence of proper internal controls, comprehensiveness of operating procedures to ensure and protect the Bank's interest, and adequacy of MIS to fulfill the Bank's needs. If the Board's evaluation does not demonstrate that the servicer possesses these attributes, then the Board shall not enter into the agreement.

(3) Prior to the Bank's involvement in the new product or service, a copy of the above analysis shall be submitted to the Assistant Deputy Comptroller for non-objection.

ARTICLE IV

CONSUMER COMPLIANCE RISK MANAGEMENT

(1) Within ninety (90) days, the Board shall adopt, implement, and thereafter ensure adherence to a written consumer compliance program designed to ensure that the Bank is operating in compliance with all applicable consumer protection laws, rules and regulations, specifically including the Flood Disaster Protection Act (42 U.S.C.§ 4001-4129 (as amended) and 12 C.F.R. Part 22) and Suspicious Reporting Activity. This program shall include, but not be limited to:

(a) updated and revised policies and procedures that address internal controls and secondary review processes for use by appropriate Bank personnel in the performance of their duties and responsibilities;

(b) an audit program that will adequately test for compliance with consumer protection laws, rules and regulations and to deposit products subject to overdraft protection regulatory guidance;

(c) additional processes to ensure that exceptions noted in the audit reports are corrected and addressed by the appropriate Bank personnel in a timely manner;

(d) 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 and thereafter ensure Bank adherence to specific procedures to prevent future violations addressing compliance management; and,

(e) additional training of all appropriate Bank personnel specific to above noted areas to ensure compliance with the requirements of applicable federal and state consumer protection laws, rules and regulations.

(2) Upon adoption, a copy of the program shall be forwarded to the Assistant Deputy Comptroller for review.

ARTICLE V

SUSPICIOUS ACTIVITY REPORTS

(1) Within sixty (60) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a written program to establish a system of internal controls and processes to ensure compliance with the requirements to file Suspicious Activity Reports set forth in 12 C.F.R. § 21.11, as amended. At a minimum, this written program shall establish procedures for identifying and reporting known or suspected violations of Federal law, violations of the Bank Secrecy Act, or suspicious transactions related to money laundering activity, including suspicious activity relating to the opening of new accounts, the monitoring of current accounts, and the transfer of funds through the Bank.

(2) Upon completion, a copy of this program shall be submitted to the Assistant Deputy Comptroller for review. In the event the Assistant Deputy Comptroller recommends changes to the program, the Board shall immediately incorporate those changes into the program.

ARTICLE VI

LOAN PORTFOLIO MANAGEMENT

(1) The Board shall, within ninety (90) days, 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 ensure satisfactory and perfected collateral documentation;

(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;

(c) procedures to ensure conformance with loan approval requirements;

(d) a system to track and analyze exceptions;

(e) procedures to ensure conformance with Call Report instructions and accuracy of internal policy tracking reports;

(f) procedures to ensure the accuracy of internal management information systems;

(g) continued implementation of performance appraisal process, including performance appraisals 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; and,

(h) procedures to ensure continued appropriate tracking and analysis of concentrations of credit and their impact on the credit quality of the Bank's loan and lease portfolios.

(2) Upon completion, a copy of the program shall be forward to the Assistant Deputy Comptroller.

ARTICLE VII

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 September 30, 2012 and will be due within thirty (30) days of that date. Thereafter, progress reports will be due within thirty (30) days after the end of each successive quarter.

ARTICLE VIII

OTHER PROVISIONS

(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 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;

(d) require corrective action be taken in a timely manner of any non-compliance with such actions; and,

(e) ensure that the Bank has processes, personnel, and control systems to effectively implement and adhere to all provisions of this Agreement, and that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities under this Agreement.

(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/	7/18/2012
Marilyn A. Bueno Assistant Deputy Comptroller Tampa Field Office	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/	7/18/2012
Scott Arnold	Date
/s/	7/25/2012
Glenda Hood	Date
/s/	7/18/2012
William Miller	Date
/s/	7/25/2012
Susan Morris	Date
/s/	7/18/2012
Angelo Palombi	Date