# #2009-094

## AGREEMENT BY AND BETWEEN United Community Bank, N.A. Highland Village, TX and The Comptroller of the Currency

United Community Bank, N.A., Highland Village, 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: (1) unsafe and unsound banking practices, including those relating to the Bank's Asset Quality, Capital Levels, and Liquidity Management, and (2) a violation of 12 U.S.C. § 161 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, by and 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 Dallas Field Office 17300 Dallas Parkway, Suite 2020 Dallas, TX 75238

### 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 three (3) directors, of which no more than one (1) 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 quarterly.

(3) Within forty five (45) days of the date of this Agreement, and thirty (30) days after the end of each succeeding calendar quarter 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

#### LOAN PORTFOLIO MANAGEMENT

(1) The Board shall, within sixty (60) days, develop, implement, and thereafter direct the Bank's management to ensure the Bank's 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 financial statement, collateral documentation, and loan policy exceptions;
- (e) procedures to ensure the accuracy of internal management information systems;

(2) Upon completion, a copy of the program shall be forwarded to the AssistantDeputy Comptroller.

(3) Within sixty (60) days, the Board shall develop, implement, and thereafter direct the Bank's management to ensure the Bank's adherence to systems which provide for effective monitoring of:

- (a) early problem loan identification to assure the timely identification and rating of loans and leases based on lending officer submissions;
- (b) statistical records that will serve as a basis for identifying sources of problem loans and leases by industry, size, collateral, division, group, indirect dealer, and individual lending officer;
- (c) previously charged-off assets and their recovery potential;
- (d) compliance with the Bank's lending policies and laws, rules, and regulations pertaining to the Bank's lending function;
- (e) adequacy of credit and collateral documentation; and,
- (f) concentrations of credit.

(4) Beginning with the first regularly scheduled Board meeting after the month ending on June 30, 2009, and thereafter, not later than the next regularly scheduled Board meeting, management will provide the Board with written reports including, at a minimum, the following information:

- (a) the identification, type, rating, and amount of problem loans and leases;
- (b) the identification and amount of 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 identity of the loan officer who originated each loan reported in accordance with subparagraphs (a) through (d) of Paragraph (4) of this Article;
- (f) an analysis of concentrations of credit, significant economic factors, and general conditions and their impact on the credit quality of the Bank's loan and lease portfolios; and,
- (g) the identification of loans and leases not in conformance with the Bank's lending and leasing policies, and exceptions to the Bank's lending and leasing policies.

(5) 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 IV

#### PROBLEM LOAN IDENTIFICATION AND MANAGEMENT

(1) The Board shall within sixty (60) 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) The Board shall within sixty (60) days ensure that the Bank's management is accurately analyzing and categorizing the Bank's problem loans and leases. Among other matters, the Board will ensure that criticized asset reports, or any other reports, created in connection with the Bank's problem loans and leases shall address in sufficient detail, among other issues, the following:

(a) All related debts of the borrower(s);

- (b) All assets of the borrower(s) that are subject to criticism, including assets,such as OREO properties, that have been surrendered to the Bank;
- (c) Justification for the risk ratings assigned to the problem loan or lease;
- (d) Triggering events or factors that will require upgrades or downgrades to the assigned risk ratings;
- (e) Collateral coverage and deficiencies, including whether updated valuations or new appraisals need to be acquired;
- (f) Justification for the accrual status assigned to the problem loan;
- (g) Evaluation of the liquidity and global cash flow obligations of any guarantor where the Bank will be looking to the guarantor to ensure that the credit extension remains current and/or is fully repaid; and,
- (h) Appropriate work out plans that contain specific details regarding the actions that will be taken to improve the Bank's position and eliminate the basis of criticism for the assets in question.

(3) Within sixty (60) days, the Board shall establish an effective, independent and ongoing loan review system to review, at least semi-annually, 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 "Rating Credit Risk" and "Allowance for Loan and Lease Losses" booklets of the <u>Comptroller's Handbook</u>. Such reports shall include, at a minimum, conclusions regarding:

- (a) the overall quality of the loan and lease portfolios;
- (b) the identification, type, rating, and amount of problem loans and leases;

- (c) the identification and amount of delinquent loans and leases;
- (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 (b) through (e) of the Article;
- (g) loans and leases to executive officers, directors, principal shareholders(and their related interests) of the Bank; and,
- (h) loans and leases not in conformance with the Bank's lending and leasing policies, and exceptions to the Bank's lending and leasing policies.

(4) 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.

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

(6) 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.

#### ARTICLE V

#### COMMERCIAL REAL ESTATE CONCENTRATION RISK MANAGEMENT

(1) Within sixty (60) days, the Board shall adopt, implement, and thereafter direct management to ensure the Bank's adherence to a written commercial real estate (CRE)

concentration risk management program consistent with OCC Bulletin 2006-46. The program shall include, but not necessarily be limited to, the following:

- (a) Credit underwriting standards, to include maximum loan amount by type of property, loan terms, pricing structures, collateral valuation, loan-tovalue limits by property type, requirements for feasibility studies and sensitivity analysis or stress testing, minimum requirements for initial investment and maintenance of hard equity by the borrower, and minimum standards for borrower net worth, property cash flow, and debt service coverage for the property; and,
- (b) Credit risk review, to include an effective, accurate, and timely risk-rating system.

(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

## CAPITAL PLAN AND HIGHER MINIMUMS

(1) The Bank shall achieve by December 31, 2009 and thereafter maintain the

following capital levels (as defined in 12 C.F.R. Part 3):

- (a) Tier 1 capital at least equal to nine percent (9%) of adjusted total assets<sup>1</sup>;
- (b) Total risk based capital at least equal to twelve percent (12%) of riskweighted assets.

<sup>&</sup>lt;sup>1</sup> Adjusted total assets is defined in 12 C.F.R. § 3.2(a) as the average total asset figure used for Call Report purposes minus end-of-quarter intangible assets.

(2) The requirement in this Agreement to meet and maintain a specific capital level means that the Bank may not be deemed to be "well capitalized" for purposes of 12 U.S.C.
 § 18310 and 12 C.F.R. Part 6 pursuant to 12 C.F.R. § 6.4(b)(1)(iv).

(3) Within ninety (90) days, the Board shall develop, implement, and thereafter ensure Bank adherence to a three year capital program. The program shall include:

- (a) specific plans for the maintenance of adequate capital that may in no event be less than the requirements of paragraph (1);
- (b) projections for growth and capital requirements based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and offbalance sheet activities;
- (c) projections of the sources and timing of additional capital to meet the Bank's current and future needs;
- (d) the primary source(s) from which the Bank will strengthen its capital structure to meet the Bank's needs;
- (e) contingency plans that identify alternative methods should the primary source(s) under (d) above not be available; and
- (f) 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 objectionby the Assistant Deputy Comptroller.

(4) Upon completion of the capital program, the Bank's capital program shall be submitted to the Assistant Deputy Comptroller for his review and prior written 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.

(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

## ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall establish a program for the maintenance of an adequate Allowance. This review and program shall be designed in light of the comments on maintaining a proper Allowance found in OCC Bulletin 2006-47 and the "Allowance for Loan and Lease Losses" booklet of the <u>Comptroller's Handbook</u>, and shall focus particular attention on the following factors:

- (a) results of the Bank's external loan review;
- (b) an estimate of inherent loss exposure on each significant credit consistent with FAS 114;
- (c) loan loss experience consistent with FAS 5;
- (d) trends of delinquent and nonaccrual loans;
- (e) concentrations of credit in the Bank; and,
- (f) present and prospective economic conditions and other qualitative factors.

(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) 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 VIII

#### CREDIT AND COLLATERAL EXCEPTIONS

(1) Within sixty (60) days the Board shall direct the Bank's management to obtain current and satisfactory credit information on all loans lacking such information, including those listed: (i) in the Report of Examination dated December 31, 2008 (ROE); (ii) in any subsequent Report of Examination; (iii) in any internal or external loan review; or (iv) in any listings of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination; to the extent borrowers refuse to provide the requested information, the Bank shall document in writing its efforts to obtain the information and shall continue to attempt to obtain such information.

(2) Within sixty (60) days the Board shall direct the Bank's management to ensure proper collateral documentation is maintained on all loans and correct each collateral exception listed: (i) in the ROE; (ii) in any subsequent Report of Examination; (iii) in any internal or

external loan review; or (iv) in any listings of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination.

(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;
- (d) obtaining and analyzing current and satisfactory credit information,including cash flow analysis, where loans are to be repaid from operations;
  - (i) For existing credit exposures of greater than fifty thousand dollars (\$50,000), failure to obtain the information in Paragraph (3)(d) of this Article shall require a majority of the full Board (or a delegated committee thereof) to certify in writing the specific reasons why failing to obtain and analyze the information in Paragraph (3)(d) of this Article would not be detrimental to the best interests of the Bank.
  - (ii) A copy of the Board certification (or the certification of the designated committee thereof) shall be maintained in the credit file of the affected borrower(s). The certification will be reviewed by this Office in subsequent examinations of the Bank; and
- (e) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable.

### ARTICLE IX

## CRITICIZED ASSETS

(1) The Bank shall take immediate and continuing action to protect its interest in those assets criticized: (i) in the ROE; (ii) in any subsequent Report of Examination; (iii) by internal or external loan review; or (iv) in any list provided to management by the National Bank Examiners during any examination.

(2) Within sixty (60) days, for all criticized assets with exposures of greater than fifty thousand dollars (\$50,000), the Board shall adopt, implement, and thereafter direct management to ensure the Bank's adherence to a written program designed to eliminate the basis of criticism of assets criticized: (i) in the ROE; (ii) in any subsequent Report of Examination; (iii) by any internal or external loan review; or (iv) in any list provided to management by the National Bank Examiners during any examination as "doubtful," "substandard," or "special mention." This program shall include, 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 cashflow 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 for all criticized assets equal to or exceeding three hundred thousand (\$300,000) shall be forwarded 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 to the program developed pursuant to this Article.

(5) The Board, or a designated committee thereof, shall conduct a review, on at least a monthly basis, to determine:

- (a) the status of each criticized asset or criticized portion thereof that equals or exceeds three hundred thousand (\$300,000);
- (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.

(6) A copy of each review shall be forwarded to the Assistant Deputy Comptroller on a monthly basis.

(7) 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: (i) in the ROE; (ii) in any subsequent Report of Examination; (iii) in any internal or external loan review; or (iv) in any written list provided to management by the National Bank Examiners during any examination and whose aggregate loans or other extensions exceed three hundred thousand (\$300,000) only if each of the following conditions is met:

 (a) the Board or designated committee thereof 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 a designated committee thereof) 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.

(8) A copy of the approval of the Board or of the designated committee shall be maintained in the file of the affected borrower.

### ARTICLE X

#### LIQUIDITY MANAGEMENT

(1) Within sixty (60) days, the Board shall develop and implement an asset liquidity enhancement plan designed to increase the amount of asset liquidity maintained by the Bank. Among other things, the plan shall include the time line and means by which the Bank will lower its loan to deposit ratio to no greater than 85%.

(2) A copy of the Board's asset liquidity enhancement plan shall be submitted to the Assistant Deputy Comptroller for his 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 plan.

(3) Within sixty (60) days, the Board shall develop and implement a written liquidity contingency funding plan designed to ensure the Bank has ample sources of funds to cover its uses of funds and otherwise withstand any anticipated or extraordinary demand against its funding base. Among other things, the plan shall include:

(a) a detailed list of funding sources;

- (b) a step-by-step progression of different funding sources to be used by theBank if additional liquidity is needed; and
- (c) management's responses should any of the funding sources not be available, or be available only if certain conditions can be met.

(4) The written liquidity contingency funding plan should take into consideration actions that may include, but are not necessarily limited to:

- (a) selling assets;
- (b) obtaining lines of credit from the Federal Reserve Bank;
- (c) obtaining lines of credit from correspondent banks or other lenders;
- (d) recovering charged-off assets; and
- (e) injecting additional equity capital.

(5) A copy of the Board's liquidity contingency funding plan shall be submitted to the Assistant Deputy Comptroller for his review and prior written determination of no supervisory objection. Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Bank shall implement and thereafter adhere to the plan.

(6) The Board or a designated committee comprised of Board members shall review the Bank's liquidity on a monthly basis. Such reviews shall consider:

- (a) a maturity schedule of certificates of deposit, including large uninsured deposits;
- (b) the volatility of demand deposits including escrow deposits;
- (c) the amount and type of loan commitments and standby letters of credit;
- (d) an analysis of the continuing availability and volatility of present funding sources;

- (e) an analysis of the impact of decreased cash flow from the Bank's loan portfolio resulting from delinquent and non-performing loans;
- (f) an analysis of the impact of decreased cash flow from the sale of loans or loan participations.

(7) The Board shall take appropriate action to ensure adequate sources of liquidity in relation to the Bank's needs. Monthly reports shall set forth minimum liquidity requirements and sources. Copies of these reports shall be forwarded to the Assistant Deputy Comptroller in the Bank's monthly report to the Assistant Deputy Comptroller.

### ARTICLE XI

#### VIOLATIONS OF LAW

(1) The Board shall immediately take all necessary 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. The quarterly progress reports required by Article II of this Agreement shall include the date and manner in which each correction has been effected during that reporting period.

(2) Within thirty (30) days, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedures to prevent future violations as cited in the ROE and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules and regulations applicable to their areas of responsibility.

(3) Within thirty (30) days of receipt of any subsequent Report of Examination which cites violations of law, rule, or regulation, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedures to prevent future violations as cited in that Report

of Examination and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules and regulations applicable to their areas of responsibility.

(4) Upon adoption, a copy of these procedures shall be promptly forwarded to the Assistant Deputy Comptroller.

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

## ARTICLE XII

#### <u>CLOSING</u>

(1) Although the Board has agreed (i) to submit certain programs and reports to the Assistant Deputy Comptroller for his review or prior written determination of no supervisory objection, and (ii) to direct management of the Bank to undertake certain actions, the Board has the ultimate responsibility for proper and sound management of the Bank, including compliance with this Agreement.

(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 noncompliance 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/

6/11/2009

Michael K. Hughes Assistant Deputy Comptroller Dallas Field Office

Date

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

/S/	6/11/09
Lee Roy Armstrong Director	Date
/S/	6/11/09
John A. Cuellar Director	Date
/S/ David W. Hammer	6/11/09
David W. Hammer Director	Date
/S/	6/11/09
John B. Jones Director	Date
/S/	6/11/09
/S/ Gary Lewis Director	Date
Paul Martinez Director	Date
/S/	6/11/09
Dianne Mobley Director	Date