

AGREEMENT BY AND BETWEEN  
Los Angeles National Bank  
Buena Park, California  
and  
The Comptroller of the Currency

Los Angeles National Bank, Buena Park, California (“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 determined that the Bank has engaged in unsafe or unsound banking practices relating to its Board and management oversight, credit administration, asset quality, concentrations of credit and capital planning.

In consideration of the above premises, it is agreed, between the Bank, by and through its Board, and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the Articles of this Agreement.

Article I

JURISDICTION

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

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

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

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

(5) This Agreement shall cause the Bank not to be designated as an “eligible bank” for purposes of 12 C.F.R. § 5.3(g), unless otherwise informed in writing by the Comptroller.

(6) This Agreement shall not be construed to be a “written agreement, order, or capital directive” within the meaning of 12 C.F.R. § 6.4.

## Article II

### COMPLIANCE COMMITTEE

(1) Within ten (10) days, 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) Beginning on August 31, 2010, and within thirty (30) days of the end of every 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 thirty (30) days of receiving such report.

(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:

Steven J. VanderWal  
Assistant Deputy Comptroller  
Southern California – South Field Office  
1925 Palomar Oaks Way, Suite 202  
Carlsbad, CA 92008-6526

(6) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the policies, procedures and programs required by this Agreement.

### Article III

#### DIVIDENDS AND CAPITAL PLAN

- (1) Effective immediately, the Bank shall only declare dividends:
  - (a) when the Bank is in compliance with the Bank's Three-Year Capital Plan described in Paragraphs (2) and (3) of this Article;
  - (b) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
  - (c) with the prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(2) Within sixty (60) days, the Board shall develop a written capital plan that covers at least the next three years (hereafter the Bank's "Three-Year Capital Plan"), complete with specific time frames that incorporate the capital, strategic and other requirements of this Article.

(3) The Bank's Three-Year Capital Plan shall establish objectives and projections for the Bank's overall risk profile, earnings performance, growth expectations, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, product line development and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives, that are specific, measurable, and verifiable. At a minimum, the Bank's Three-Year Capital Plan shall address or include:

- (a) an assessment of the Bank's present and future operating environment;
- (b) a dividend policy that only permits the declaration of a dividend in accordance with Paragraph (1) of this Article;
- (c) specific plans for the maintenance of adequate capital as required by the OCC and sufficient to be well capitalized under 12 C.F.R. Part 6;
- (d) the primary source(s), especially those that are not credit sensitive, from which the Bank will maintain a capital structure sufficient to meet the Bank's needs;
- (e) contingency plans that identify alternative capital sources should the primary source(s) under subparagraph (d) not be available;
- (f) specific risk triggers that prompt Board and management actions, including but not limited to, the injection of capital; and

- (g) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the next three years.

(4) A copy of the Bank's Three-Year Capital Plan, and any amendment of such plan approved by the Board, shall be forwarded to the Assistant Deputy Comptroller immediately upon completion.

#### Article IV

##### CREDIT UNDERWRITING AND ADMINISTRATION

(1) Effective as of the date of this Agreement, the Board shall ensure that all lending officers comply with all laws, rules, regulations, Bank policies and procedures, safe and sound banking practices, and fiduciary duties. Within sixty (60) days of the date of this Agreement, the Board shall develop and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a program in place that addresses:

- (a) requirements that lending officers appropriately analyze, document, and communicate appropriate credit and collateral information, including, at a minimum:
  - (i) personal and related business tax returns;
  - (ii) K-1s;
  - (iii) information regarding projects financed elsewhere; and
  - (iv) contingent liabilities;
- (b) a requirement that loan officers obtain bank or brokerage statements to verify liquidity;

- (c) a requirement to establish a training policy for loan officers to ensure they understand all policy requirements;
- (d) the implementation of multi-factor stress testing at origination and at least annually thereafter including at a minimum:
  - (i) for income producing properties, variables to account for changes in interest rates, vacancies, rental rates, expenses and cap rates; and
  - (ii) for residential development projects, variables to account for changes in interest rates, absorption rates and prices;
- (e) the performance of periodic reviews by the Chief Credit Officer of loan officers' cash flow analyses to ensure accuracy;
- (f) procedures to hold employees and officers accountable for non-compliance with the Bank's loan policy and other underwriting requirements; and
- (g) procedures to ensure that loans are properly monitored to include periodic receipt, analysis and documentation of sufficient financial and operating information to measure and monitor the borrower's and guarantor's financial condition and repayment ability, to include periodic (at least annually) cash flow analysis of income-producing collateral.

(2) Within ninety (90) days, the Board shall ensure that policies and procedures are created and implemented to ensure that loan officers periodically (at least annually or as necessary given the circumstances of the particular credit relationship) perform reviews of all credit relationships totaling two hundred thousand dollars (\$200,000) or more, that includes analysis and documentation of the review rendered, including but not limited to:

- (a) identifying the expected sources of repayment in writing;
- (b) obtaining current and satisfactory credit information for all borrowers and guarantors;
- (c) performing and documenting the analysis of credit information, including all expected repayment sources, and all direct and indirect obligations, contingent liabilities and personal expenses;
- (d) assessing the liquidity of all borrowers and guarantors, which the loan officer had verified, as necessary to document capacity;
- (e) providing an accurate risk rating and proper accrual status for each credit, consistent with Article X of this Agreement;
- (f) performing site visits by the loan officer with results documented and kept in the credit file;
- (g) obtaining an appraisal or evaluation as appropriate, consistent with Article VIII of this Agreement;
- (h) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable;
- (i) conducting a thorough global cash flow analysis; and
- (j) ensuring that loan officers are held accountable for the requirements of this Subparagraph.

(3) Loan officers shall draft credit memoranda to document the completion of the requirements of the program adopted pursuant to this Article.

(4) The Board shall take the necessary steps to ensure that current and satisfactory credit and proper collateral information is maintained on all loans. Within thirty (30) days of

notification, the Board shall ensure that the Bank obtains any missing credit or collateral information described in the ROE, in any internal or external loan review, or in any listings of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination.

(5) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to the program, policies and procedures required by this Article.

## Article V

### CONCENTRATION RISK MANAGEMENT

(1) Within ninety (90) days of this Agreement, the Board shall develop and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a written concentration risk management program consistent with the “Concentrations of Credit” booklet of the Comptroller’s Handbook and OCC Bulletin 2006-46. The concentration risk management program shall include, but not necessarily be limited to, the following:

- (a) a review and revision of current policies, processes and procedures to control and monitor concentrations of credit;
- (b) a written analysis of all concentrations of credit that fully assesses inherent credit, liquidity, and interest rate risk;
- (c) the establishment of safe and sound formal risk limits for all concentrations of credit based on a percentage of capital, stratified by type, locality and other meaningful measures;



- (d) procedures for monthly monitoring of concentration reports that stratify the loan portfolio by type, locality and other meaningful measures;
- (e) strategies and procedures to manage and reduce concentrations to conform with the established limits set in Subparagraph (c) of this Article;
- (f) strategies and procedures to be taken when concentrations approach or exceed Board limits;
- (g) a requirement that the Board conduct a detailed analysis and maintain written support to conclude that any concentration limit increase will not subject the Bank to undue credit or interest rate risk before the Board may approve such increase;
- (h) periodic monitoring and re-evaluation of concentration limits by the Board; and
- (i) policies and procedures to ensure that the Bank employs credit risk management practices commensurate with the concentration levels in the Bank as well as the Board-approved concentration limits.

(2) The Board and management shall take immediate action to reduce the Bank's credit concentration in commercial real estate to safe and sound levels.

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

(4) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to the program, policies and procedures required by this Article.

## Article VI

### EXTERNAL LOAN REVIEW

(1) The Board shall employ a qualified consultant to perform semi-annual asset quality reviews of the Bank's loan portfolio. The external loan review system shall provide for a written report to be filed with the Board after each review, shall address relevant issues discussed in OCC Bulletin 2006-47, and shall use a loan and lease grading system consistent with the guidelines set forth in the "Rating Credit Risk" booklet of the Comptroller's Handbook. Such reports shall, at a minimum, include comments and conclusions regarding:

- (a) the identification, type, rating, and amount of problem loans and leases;
- (b) the identification and amount of delinquent and nonaccrual loans;
- (c) the identification/status of credit related violations of law or regulation;
- (d) loans not in conformance with the Bank's lending policies;
- (e) credit underwriting and documentation exceptions;
- (f) cash flow analysis and documentation of such;
- (g) accuracy of internal risk ratings;
- (h) other real estate owned ("OREO") oversight and reporting, as required by Article VII of this Agreement;
- (i) the adequacy of Allowance for Loan and Lease Losses ("ALLL") methodology, as required by Article XI of this Agreement;
- (j) overall credit administration practices;
- (k) completeness and effectiveness of problem loan workout plans; and
- (l) the Bank's compliance with relevant Articles of this Agreement.

(2) Prior to the appointment or employment of any individual as a loan review consultant or entering into any contract with any consultant, the Board shall assess the qualifications of said consultant, and after making a positive determination, shall submit the name and qualifications of the proposed consultant and the proposed scope and terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection. After the OCC has advised the Bank that it does not take supervisory objection to the loan review consultant or to the scope of the review, the Board shall immediately engage the loan review consultant pursuant to the proposed terms of the engagement.

(3) The Board or a designated committee shall review the independent loan review reports and ensure that, if appropriate, immediate, adequate, and continuing remedial action is taken upon the findings noted in the reports.

(4) The Bank shall not terminate the consultant's asset quality review services without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

## Article VII

### OTHER REAL ESTATE OWNED

(1) Within thirty (30) days of the date of this Agreement, the Board shall adopt, implement, and thereafter ensure Bank adherence to a program to ensure that OREO managed in accordance with 12 U.S.C. § 29, 12 C.F.R. Part 34 and the "Other Real Estate Owned" booklet of the Comptroller's Handbook. The program shall, at a minimum, address:

(a) clear and centralized responsibility and authority for OREO properties;

- (b) accounting procedures for OREO properties in accordance with Generally Accepted Accounting Principles and the instructions to the Consolidated Report of Condition;
- (c) procedures to require timely appraisals pursuant to 12 C.F.R. § 34.85 and 12 C.F.R. Part 34, Subpart C;
- (d) diligent sales efforts;
- (e) the creation of a file for each OREO property containing at a minimum all the information addressed in this Article;
- (f) reporting systems; and
- (g) the preparation of quarterly action plans that provide the Board with the status of each OREO property and that:
  - (i) identify the Bank officer(s) responsible for managing and authorizing transactions relating to the OREO properties;
  - (ii) contain an analysis of each OREO property that compares the cost to carry against the financial benefits of near term sale;
  - (iii) detail the marketing strategies for each parcel;
  - (iv) identify targeted time frames for disposing each parcel of OREO;
  - (v) establish targeted write-downs at periodic intervals if marketing strategies are unsuccessful;
  - (vi) establish procedures to require periodic market valuations of each property, and the methodology to be used; and
  - (vii) establish procedures to ensure timely writedowns of OREO to market value.

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

## Article VIII

### APPRAISAL AND EVALUATION PROCESS

(1) Within ninety (90) days, the Board shall revise its loan policy to include a written program of policies and procedures designed to ensure the Bank obtains appraisals in compliance with USPAP, 12 C.F.R. Part 34, Advisory Letter No. 2003-9, and OCC Bulletin 2005-6, to include at a minimum:

- (a) the ordering of appraisals, independent of the lending function;
- (b) the establishment and implementation of a policy requiring a meaningful review, independent of the lender, of all appraisals to include analysis commensurate with the type, size and complexity of the property being appraised;
- (c) the review of real estate appraisals to include narrative support for the Bank's determination that an appraisal is acceptable; and
- (d) the establishment of a system to hold loan officers accountable for the requirements of this Article.

(2) The Board shall ensure that all Bank personnel whose responsibilities are affected by the program adopted pursuant to Paragraph (1) of this Article receive the training necessary to perform their required duties.

(3) After the Board has developed the program required by this Article, the Board shall immediately implement, and shall thereafter ensure adherence to its terms.

## Article IX

### PROBLEM LOAN MANAGEMENT

(1) Effective as of the date of this Agreement, the Board shall take immediate and continuing action to protect its interest in those assets criticized in the ROE, in any subsequent Report of Examination, in any subsequent internal or external loan review or in any list provided to management by the National Bank Examiners during any subsequent examination.

(2) The Board's compliance with Paragraph (1) of this Article shall include, within thirty (30) days of this Agreement, the development of procedures for the quarterly submission and review of Problem Asset Reports ("PARs" or "PAR") of all criticized credit relationships or OREO totaling two hundred thousand dollars (\$200,000) or more. PARs shall contain, at a minimum, analysis and documentation of the following:

- (a) an identification of the expected sources of repayment;
- (b) the appraised value of supporting collateral and the position of the Bank's lien on such collateral where applicable, as well as other necessary documentation to support the collateral valuation, as directed by Article VIII of this Agreement;
- (c) an analysis of current and satisfactory credit information, including a cash flow analysis where loans are to be repaid from operations;
- (d) an assessment of the borrower's global cash flow;
- (e) an assessment of any guarantor's global cash flow;
- (f) the initial scheduled maturity date of the loan, number of extensions and/or renewals, and current maturity date;

- (g) the current accrual status, its appropriateness, and the date of nonaccrual identification, if applicable;
- (h) the amounts and dates of prior charge offs, if applicable;
- (i) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment;
- (j) the terms of the forbearance or restructure agreements, if applicable;
- (k) a summary of relevant communications with the borrower, including an assessment of these communications as they relate to collectability or the borrower's willingness to cooperate with the Bank;
- (l) trigger dates for positive borrower actions or for loan officers to reassess the strategy, enact collection plans, and make appropriate downgrades or place on nonaccrual;
- (m) a determination of whether the loan is impaired and the amount of the impairment, consistent with FASB Statement of Financial Accounting Standards No. 114, Accounting by Creditors for Impairment of a Loan;
- (n) for criticized relationships of two hundred thousand dollars (\$200,000) or above that were made for the purpose of constructing or developing commercial real estate, the PARs shall also include:
  - (i) project development status;
  - (ii) a comparison of development costs to the budgeted amount;
  - (iii) a comparison of sales activity to the original sales projections;
  - (iv) amount of initial interest reserve and the amount of any subsequent additions to the reserve; and

(v) any other significant information relating to the project;

(o) an evaluation of the progress made in the last quarter.

(3) A copy of each PAR prepared along with any Board comments regarding the effectiveness of the effort to eliminate the weaknesses in each credit or to dispose of the OREO shall be submitted to the Assistant Deputy Comptroller within thirty (30) days after the end of each calendar quarter.

(4) Effective as of the date of this Agreement, the Bank may not 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 subsequent internal or external loan review or in any subsequent list provided to management by the National Bank Examiners during any examination and whose aggregate loans or other extensions of credit equal or exceed two hundred thousand dollars (\$200,000), unless each of the following conditions is met:

- (a) the Board or a designated committee thereof finds that the extension of credit is necessary to promote the best interests of the Bank and that prior to renewing, extending or capitalizing interest on the credit, a majority of the Board or a designated committee thereof approves the credit extension and documents in writing, the reasons that such extension is necessary to promote the best interests of the Bank; and
- (b) the Board's formal plan to collect or strengthen the criticized asset will not be compromised by the extension of credit.



## Article X

### CREDIT RISK RATINGS AND NONACCRUAL RECOGNITION

(1) Within ninety (90) days, the Board shall develop a program to ensure that the risk associated with the Bank's loans is properly reflected and accounted for on the Bank's books and records, to include, at a minimum, provisions requiring that:

- (a) the Bank's loans and other assets are appropriately and timely risk rated and charged off by the lending officers using a loan grading system that is based upon current borrower financial information and facts, existing repayment terms and that is consistent with the guidelines set forth in the "Rating Credit Risk" booklet of the Comptroller's Handbook;
- (b) the Bank's loans and other assets are placed on nonaccrual in a timely manner by the lending officers in accordance with the guidelines set forth in the instructions to the Consolidated Report of Condition ("Call Report");
- (c) loan officers verify the liquidity of borrowers and guarantors if the primary source of repayment is insufficient;
- (d) the Bank employs appropriate means to ensure timely receipt of annual cash flow information, especially in the case of borrowers that extend tax returns beyond the April filing date;
- (e) the Chief Executive Officer, Chief Credit Officer, members of the approving loan committees, loan officers and all credit administration staff receive immediate, external training with respect to the application of subparagraphs (a) through (d) of this Article;

- (f) the loan policy be expanded to require sufficient documentation to properly risk rate all commercial relationships;
- (g) loan officers, members of the approving loan committees, and senior management are held accountable for failing to appropriately and timely risk rate and/or place loans on nonaccrual; and
- (h) loan officer failure to properly risk rate and/or place loans on nonaccrual is considered in periodic performance reviews and compensation.

(2) After the Board has developed the program required by this Article, the Board shall immediately implement, and shall thereafter ensure adherence to its terms.

## Article XI

### ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days, the Board shall revise, implement, and thereafter ensure adherence to written policies and procedures for maintaining an adequate ALLL in accordance with Generally Accepted Accounting Principles. The ALLL policies and procedures shall be consistent with the guidance set forth in the Federal Financial Institutions Examination Council's "Interagency Policy Statement on the Allowance for Loan and Lease Losses" dated December 13, 2006 (OCC Bulletin 2006-47), and shall include, but not be limited to:

- (a) procedures for determining whether a loan is impaired and measuring the amount of impairment, consistent with FASB Statement of Financial Accounting Standards No. 114, Accounting by Creditors for Impairment of a Loan;

- (b) procedures for segmenting the loan portfolio and estimating loss on groups of loans, consistent with FASB Statement of Financial Accounting Standards No. 5, Accounting for Contingencies;
- (c) procedures to ensure that the estimation of credit losses considers the relevant qualitative and environmental factors, with particular focus on the following:
  - (i) trends in the Bank's internal risk ratings, delinquent and nonaccrual loans;
  - (ii) results of the Bank's external loan review, conducted pursuant to Article VI of this Agreement;
  - (iii) concentrations of credit in the Bank;
  - (iv) present and prospective economic conditions; and
  - (v) applicable experience of the Bank's lending staff.
- (d) procedures for validating the ALLL methodology;

(2) The ALLL program shall provide for a process for summarizing and documenting, for the Board's review and approval, the amount to be reported in the Call Reports for the ALLL. Any deficiency in the ALLL shall be remedied in the quarter it is discovered, prior to the filing of the Call Report, 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 ALLL.

## Article XII

### 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 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 noncompliance 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/

7/16/10

\_\_\_\_\_  
Steven J. VanderWal  
Assistant Deputy Comptroller  
Southern California - South

\_\_\_\_\_  
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/

7/16/10

\_\_\_\_\_  
John Almaguer

\_\_\_\_\_  
Date

/s/

7/21/10

\_\_\_\_\_  
L. Robert Lay

\_\_\_\_\_  
Date

/s/

7/16/10

\_\_\_\_\_  
Johnson Tsai

\_\_\_\_\_  
Date

/s/

7/16/10

\_\_\_\_\_  
Ming Mu Tsai

\_\_\_\_\_  
Date

/s/

7/30/10

\_\_\_\_\_  
Bright Wang

\_\_\_\_\_  
Date

/s/

7/16/10

\_\_\_\_\_  
Bryan Wong

\_\_\_\_\_  
Date