AGREEMENT BY AND BETWEEN
Southwestern National Bank
Houston, Texas
and
The Office of the Comptroller of the Currency

AA-SO-2020-80

Southwestern National Bank, Houston, Texas ("Bank") and the Office of the Comptroller of the Currency ("OCC") wish to assure the safety and soundness of the Bank and its compliance with laws and regulations.

The Comptroller of the Currency ("Comptroller") has found unsafe or unsound practice(s), including strategic planning, capital planning, credit risk management, Allowance for Loan and Lease Losses ("ALLL") methodology, and liquidity risk management;

Therefore, the OCC, through the duly authorized representative of the Comptroller, and the Bank, through its duly elected and acting Board of Directors ("Board"), hereby agree that the Bank shall operate at all times in compliance with the following:

ARTICLE I

<u>JURISDICTION</u>

(1) The Bank is an "insured depository institution" as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a national banking association within the meaning of 12 U.S.C. § 1813(q)(1)(A), and is chartered and examined by the OCC. *See* 12 U.S.C. § 1 *et seq.*

(3) The OCC is the "appropriate Federal banking agency" as that term is defined in 12 U.S.C. § 1813(q).

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) members of which a majority shall be directors who are not employees or officers of the Bank or any of its subsidiaries or affiliates. The Board shall submit in writing to the Assistant Deputy Comptroller ("ADC") the names of the members of the Compliance Committee within ten (10) days of their appointment. In the event of a change of the membership, the Board shall submit in writing to the ADC within ten (10) days the name of any new or resigning committee member. The Compliance Committee shall monitor and oversee the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall meet at least quarterly and maintain minutes of its meetings.

(2) Within sixty (60) days of the date of this Agreement, and thereafter within thirty (30) days after the end of each quarter, the Compliance Committee shall submit to the Board a written progress report setting forth in detail:

(a) a description of the corrective actions needed to achieve compliance with each Article of this Agreement;

(b) the specific corrective actions undertaken to comply with each Article of this Agreement; and

(c) the results and status of the corrective actions.

(3) Upon receiving each written progress report, the Board shall forward a copy of the report, with any additional comments by the Board, to the ADC within ten (10) days of the first Board meeting following the Board's receipt of such report.

ARTICLE III

STRATEGIC PLAN

(1) By March 31, 2021, the Board shall submit to the ADC for review and prior written determination of no supervisory objection an acceptable revised written strategic plan for the Bank, covering at least a three-year period ("Strategic Plan"). The Strategic Plan shall establish objectives for the Bank's overall risk profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, reduction in concentration levels, and capital and liquidity adequacy, together with strategies to achieve those objectives, and shall, at a minimum, include:

(a) a mission statement that forms the framework for the establishment of strategic goals and objectives;

(b) the strategic goals and objectives to be accomplished, including key financial indicators and risk tolerances;

(c) an assessment of the Bank's strengths, weaknesses, opportunities and threats that impact its strategic goals and objectives;

(d) an evaluation of the Bank's internal operations, staffing requirements, board and management information systems, policies, and procedures for their adequacy and contribution to the accomplishment of the strategic goals and objectives developed under paragraph (1)(b) of this Article;

(e) a management employment and succession plan designed to promote adequate staffing and continuity of capable management;

(f) a realistic and comprehensive budget that corresponds to the Strategic Plan's goals and objectives;

(g) an action plan to improve and sustain the Bank's earnings and accomplish identified strategic goals and objectives;

(h) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the period covered by the Strategic Plan;

(i) provide support for compensation levels which include the analysis of the following:

    (i) compliance with sound underwriting standards prior to the payment of commissions, bonuses and other compensation; and

    (ii) commission, bonus, and other compensation amounts that consider the quality and ongoing performance of loans generated, including credit documentation exception levels as appropriate;

(j) a detailed description and assessment of major capital expenditures required to achieve the goals and objectives of the Strategic Plan;

(k) an identification and prioritization of initiatives and opportunities, including timeframes that comply with the requirements of this Agreement;

(l) a description of the Bank's target market(s) and competitive factors in its identified target market(s), and a description of controls systems to mitigate risks in the Bank's target market(s);

(m) an identification and assessment of the present and planned product lines (assets and liabilities) and the identification of appropriate risk management systems to identify, measure, monitor, and control risks within the product lines;

(n) concentration limits commensurate with the Bank's strategic goals and objectives and risk profile;

(o) assigned roles, responsibilities, and accountability for the strategic planning; and

(p) a description of systems and metrics designed to monitor the Bank's progress in meeting the Strategic Plan's goals and objectives.

(2) If the Strategic Plan under paragraph (1) of this Article includes a proposed sale or merger of the Bank, including a transaction pursuant to 12 U.S.C. § 215a-3, the Strategic Plan shall, at a minimum, address the steps that shall be taken and the associated timeline to effect the implementation of that alternative.

(3) At the next Board meeting following receipt of the ADC's written determination of no supervisory objection to the revised Strategic Plan or to any subsequent amendment to the Strategic Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Strategic Plan. The Board shall review the effectiveness of the Strategic Plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Strategic Plan as needed or directed by the OCC. Any amendment to the Strategic Plan must be submitted to the ADC for review and prior written determination of no supervisory objection.

(4) Until the Strategic Plan required under this Article has been submitted by the Bank for the ADC's review, has received a written determination of no supervisory objection from the ADC, and has been adopted by the Board, the Bank shall not significantly deviate from the products, services, asset composition and size, funding sources, structure, operations, policies, procedures, and markets of the Bank that existed immediately before the effective date

of this Agreement without first obtaining the ADC's prior written determination of no supervisory objection to such significant deviation.

(5) The Bank may not initiate any action that significantly deviates from a Strategic Plan (that has received written determination of no supervisory objection from the ADC and has been adopted by the Board) without a prior written determination of no supervisory objection from the ADC.

(6) Any request by the Bank for prior written determination of no supervisory objection to a significant deviation described in paragraphs (4) or (5) of this Article shall be submitted in writing to the ADC at least sixty (60) days in advance of the proposed significant deviation. Such written request by the Bank shall include an assessment of the effects of such proposed change on the Bank's condition and risk profile, including a profitability analysis and an evaluation of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls, and written policies and procedures to identify, measure, monitor, and control the risks associated with the proposed change.

(7) For the purposes of this Article, changes that may constitute a significant deviation include, but are not limited to, a change in the Bank's marketing strategies, products and services, marketing partners, underwriting practices and standards, credit administration, account management, collection strategies or operations, fee structure or pricing, accounting processes and practices, or funding strategy, any of which, alone or in the aggregate, may have a material effect on the Bank's operations or financial performance; or any other changes in personnel, operations, or external factors that may have a material effect on the Bank's operations or financial performance.

(8) At least quarterly, a written evaluation of the Bank's performance against the Strategic Plan shall be prepared by Bank management and submitted to the Board. Within thirty

(30) days after submission of the evaluation, the Board shall review the evaluation and determine the corrective actions the Board will require Bank management to take to address any identified shortcomings. The Board's review of the evaluation and discussion of any required corrective actions to address any identified shortcomings shall be documented in the Board's meeting minutes. Upon completion of the Board's review, the Board shall submit to the ADC a copy of the evaluation as well as a detailed description of the corrective actions the Board will require the Bank to take to address any identified shortcomings.

ARTICLE IV

CAPITAL PLAN

(1) By March 31, 2021, the Board shall develop and implement an effective internal capital planning process to assess the Bank's capital adequacy in relation to its overall risks. The capital planning process shall be consistent with safe and sound practices and ensure the integrity, objectivity, and consistency of the process through adequate governance. Refer to "Capital and Dividends" booklet of the *Comptroller's Handbook* for further guidance. The Board shall document the initial capital planning process and thereafter review and document the capital planning process at least annually or more frequently if requested by the ADC in writing.

(2) By March 31, 2021, the Board shall submit to the ADC for review and prior written determination of no supervisory objection, a revised written Capital Plan for the Bank consistent with the Strategic Plan required by Article III, covering at least a three-year period. The Capital Plan shall, at a minimum:

(a) identify and evaluate all material risks including, but not limited to:

(i) commercial real estate ("CRE") concentrations and other credit concentrations;

(ii) weak credit risk management and problem loan identification practices;

(iii) reduced loan growth and growth plans in the future;

(iv) funding pressures or reliance on volatile funding sources;

(v) planned capital expenditures;

(vi) major asset and liability strategies or changes, including, new products and services; and

(vii) exposure to market risks;

(b) stress testing to reasonably assess the impact to earning and capital – including stress testing on a static balance sheet and CRE portfolio;

(c) determine the Bank's capital needs in relation to material risks and strategic direction;

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

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

(f) identify and establish a strategy to strengthen capital if necessary and establish a contingency plan that identifies alternative capital sources should the primary sources identified under paragraph (2)(e) of this Article be unavailable.

(3) Immediately upon receipt of the ADC's written determination of no supervisory objection to the Capital Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Capital Plan and any amendments or revisions thereto.

(4) At least monthly, the Board shall review financial reports and earnings analyses that evaluate the Bank's performance against the goals and objectives established in the Capital Plan, as well as the Bank's written explanation of significant differences between the actual and projected balance sheet, income statement, and expense accounts, including descriptions of extraordinary and/or nonrecurring items. This review shall include a description of the actions the Board will require the Bank to take to address any deficiencies. At least quarterly, the Board shall prepare a written evaluation of the Bank's performance against the Capital Plan, which shall include a description of the actions the Board will require the Bank to take to address any deficiencies. The Board's monthly reviews and preparation of the quarterly written evaluations shall be documented in the Board meeting minutes. The Board shall retain a copy of these monthly reviews and Board meeting minutes and shall forward a copy of these quarterly written evaluations and Board meeting minutes to the ADC within ten (10) days of completion of its quarterly written evaluations.

ARTICLE V

LIQUIDITY RISK MANAGEMENT

(1) By March 31, 2021, the Board or designated committee thereof, shall develop, adopt, and ensure adherence to a comprehensive liquidity risk management program ("Liquidity Policy"), which includes assessing, on an ongoing basis, the Bank's current and projected funding needs and ensuring that sufficient funds or access to funds exist to meet those needs and is appropriate in light of the Bank's risk profile, Strategic Plan, and Capital Plan. Refer to the "Liquidity" booklet of the *Comptroller's Handbook* for guidance.

(2) By March 31, 2021, the Board shall review, revise, and thereafter ensure adherence to a safe and sound Contingency Funding Plan ("CFP") that is reasonable and effective in ensuring that the Bank will continue to operate with adequate liquidity in the event of

extraordinary demands against its funding base. Refer to the "Liquidity" booklet of the *Comptroller's Handbook* for guidance. The CFP shall include at a minimum:

(a) a description of specific stress scenarios, quantified projected effects of the stress scenarios on cash flows, and specific action plans in each scenario;

(b) expanded stress scenarios for worse case scenarios reflecting asset quality and financial condition deterioration including;

  (i) the impact of regulatory CAMELS ratings downgrades and the loss of Prompt Corrective Action well-capitalized status;

  (ii) the potential impact from the retention of deposits subject to rate cap restrictions, wholesale funding sources, and other volatile sources of funding; and

  (iii) the potential impact of the Federal Deposit Insurance Corporation ("FDIC") restrictions on rates paid on deposits solicited by less than well-capitalized FDIC-insured institution;

(c) management's best estimate of balance sheet changes that may result from each of the stress scenarios and corresponding action plans;

(d) procedures to ensure periodic monitoring and reporting of the rate cap;

(e) specific terms or events that trigger enactment of the plan;

(f) necessary management information systems and reporting criteria;

(g) management responsibilities and specific actions for enacting the plan;

(h) prioritization of all sources of funding for the various scenarios including asset, liability, and off-balance sheet funding; and

(i) testing contingency liquidity sources at least annually.

(3) At least annually, the Board shall revise the Bank's Liquidity Policy to ensure it is consistent with the Strategic Plan and Capital Plan.

ARTICLE VI

CREDIT RISK MANAGEMENT

(1) By March 31, 2021, the Board shall submit to the ADC for prior written determination of no supervisory objection a written program to improve the Bank's loan administration and risk management practices ("Credit Risk Management Program") to ensure the Bank obtains and analyzes credit and collateral information sufficient to identify, monitor, and report the Bank's credit risk, properly account for loans, and assign accurate risk ratings in a timely manner. The Credit Risk Management Program shall include, at a minimum:

(a) a description of the level and type of analysis required for each loan type to properly assess the risk;

(b) 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 at a minimum:

(i) the collection of financial statements and operating and collateral information no less than annually;

(ii) the addition of staff as necessary to ensure the Bank appropriately collects and obtains appropriate periodic financial statements, tax returns, rent rolls, and other financial information; and

(iii) appropriate analysis of operating, financial and collateral information that considers the borrower's industry, locale, guarantor dependency, revenue sources, global cash flow and other relevant factors (multi-purpose CRE buildings, gas stations/convenience stores, and hotels/motels);

(iv) appropriate analysis of hotel/motel loans using recent hotel reports when the borrower's financial information is unavailable;

(v) ongoing requirement that loan officers document in the loan file their contact with borrowers to request current financial information; and

(vi) ongoing requirement that loan officers document projected sustainability of improved financial performance of borrowers who no longer need payment deferrals;

(c) procedures to ensure that credit administration staff and management are held accountable for accurate financial analysis;

(d) procedures for considering trends in performance and projections from the borrower when determining the credit risk rating; and

(e) procedures to ensure post-funding analysis is comprehensive and includes the identification of potential or well-defined weaknesses and accurate risk-rating recommendations.

(2) Immediately upon receipt of the ADC's written determination of no supervisory objection to the Credit Risk Management Program, the Board shall adopt and Bank management, shall immediately implement and thereafter ensure adherence to the Credit Risk Management Program.

ARTICLE VII

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) By January 31, 2021, the Board shall adopt, implement, and thereafter ensure adherence to safe and sound written policies and procedures for maintaining an adequate allowance for loan and lease losses ("ALLL"). The Board shall ensure the policies and procedures establish loss reserves in accordance with GAAP. Refer to OCC Bulletin 2006-47, "Interagency Policy Statement on the Allowance for Loan and Lease Losses;" OCC Bulletin 2001-37, "Policy Statement on Allowance for Loan and Lease Losses Methodologies and Documentation for Banks and Savings Institutions;" and the "Allowance for Loan and Lease Losses," booklet of the *Comptroller's Handbook* for guidance. The policies and procedures shall at a minimum include following:

(a) a determination of whether a loan is impaired and measuring the amount of impairment, consistent with Accounting Standards Codification (ASC) 310-10 (Receivables – Overall – Subsequent Measurement – Impairment);

(b) identification of triggers for impairment analysis for loans impacted by economic conditions;

(c) ensure the appropriate method of impairment analysis for loans that are not collateral dependent;

(d) ensure that if a loan is collateral dependent the fair market value of the collateral is supported by a current appraisal or other appropriate evaluation;

(e) a segmentation of loan portfolio and estimating losses on groups of loans that are consistent with ASC 450-20 (Loss Contingencies);

(f) a validation of the ALLL methodology;

(g) support for each of the qualitative factor adjustments and impairment analysis calculations included in the written analysis;

(h) a designation of individuals responsible and methodology used to determine the ALLL;

(i) a process for ensuring that the estimation of credit losses considers the relevant qualitative and environmental factors, including particular focus on the following:

   (i) trends in internal risk ratings and delinquent and nonaccrual loans;

   (ii) concentrations of credit in the Bank;

   (iii) present and perspective economic conditions; and

   (iv) experience of the Bank's lending staff;

(j) a review on at least a quarterly basis to determine the adequacy of the ALLL. The Board shall maintain written documentation indicating the factors considered and conclusions reached in its review; and

(k) a summary with supporting documentation for the Board's prior review and approval of the ALLL amount to be reported in the Call Report.

ARTICLE VIII

CONCENTRATIONS OF CREDIT

(1) By March 31, 2021, the Board shall adopt, implement, and thereafter ensure adherence to a written concentration management program. The written concentration management program shall be consistent with safe and sound banking practices. Refer to the "Concentration of Credit" booklet of the *Comptroller Handbook*, "Commercial Real Estate Concentrations" (OCC Bulletin 2006-45), and "Capital and Dividends" (OCC Bulletin 2018-20) for guidance. The program shall include, but not be limited to, the following:

(a) identification of the Bank's known and potential concentrations of credit focusing on the Bank's concentration in non-owner occupied commercial real estate ("CRE");

(b) written analysis of the risk that the Bank's known concentration of non-owner occupied CRE and any potential concentrations of credit pose to the Bank's earnings, capital, and operating strategy under stressed market conditions, economic downturns, and periods of general market illiquidity as well as normal market condition;

(c) review of existing concentration limits on non-owner occupied CRE and any other concentrations to determine whether the limits are reasonable and reflect the Board's risk tolerance, and if necessary, revision of the existing limits relative to capital based on the analysis performed under paragraph (1)(b) of this Article;

(d) market analyses of the portfolio's primary geographic and out-of-market geographic concentrations to determine whether the Board's lending strategy and policies remain appropriate;

(e) concentration reporting to segment geographic concentrations of risk, out-of-market analysis and reporting by type of project;

(f) Board-approved limits commensurate with the Bank's strategic goals and objectives and risk profile, updated at least annually to reflect the results of portfolio stress testing, for all significant business lines, including but not limited to the CRE portfolio;

(g) development and implementation of action plans, approved by the Board, to reduce the risk of any concentration that approaches or exceeds the limitations established in paragraph (1)(b) of this Article;

(h) portfolio-level stress tests to quantify the impact of changes to portfolio-specific characteristics and market conditions on earnings and capital; and

(i) quarterly stress tests of the Bank's concentration limits to support and/or adjust concentration limits based on changes in economic trends and the Bank's condition.

(2) The Board shall ensure the future concentrations are subjected to the analysis required by paragraph (1)(b) of this Article and that concentrations will not exceed Board-approved limits.

(3) The Board shall forward copies of any analysis performed pursuant to subparagraphs (c), (f) and (g) of paragraph (1) of this Article on a quarterly basis. The Board shall forward copies of any analysis performed pursuant to subparagraph (b) of paragraph (1) of this Article on an annual basis.

ARTICLE IX

LOAN LEVEL STRESS TESTING

(1) By March 31, 2021, the Board shall develop, implement and thereafter ensure adherence to significant individual loan stress testing and/or sensitivity analysis to quantify the impact of changing economic conditions on asset quality, earnings, and capital. Refer to OCC Bulletin 2012-33: "Community Bank Stress Testing" (October 2012) for guidance. Specifically, the Board shall develop:

(a) requirements, including minimum loan amounts and frequency, for the periodic performance of loan stress testing and/or sensitivity analysis for loan relationships to quantify the impact of common stresses such as interest rates, capitalization rates, occupancy/vacancy rates, lease rates, and net operating income based on actual rental income and expenses;

(b) requirement to stress testing the entire CRE portfolio; and

(c) procedures to report stress testing findings to the loan committees and the Board for approval.

(2) Upon completion, a copy of the written procedures developed pursuant to this Article shall be promptly forwarded to the ADC and the Board shall immediately adopt, implement, and thereafter ensure adherence to the policies and procedures required by this Article.

ARTICLE X

EXCEPTION TRACKING AND REPORTING

(1) By March 31, 2021, the Board shall develop, implement, and thereafter ensure adherence to an exception tracking and monitoring system that establishes that financial, collateral, underwriting, documentation, credit administration, and policy exceptions are tracked and reported to the Board in a timely manner. The exceptions tracking and monitoring system, at a minimum, shall include:

(a) Board established limits for financial, collateral, and policy exceptions. All exceptions must be vetted and mitigating factors sufficiently supported;

(b) a requirement that the Bank maintains, on an ongoing basis, a detailed listing of all loans not in conformance with the Bank's lending policies, with a notation as to whether the exceptions were properly granted in accordance with the Bank's policy;

(c) identification of the loan officer who originated each loan or other extension of credit reported in accordance with paragraphs (1)(a) and (1)(b) of this Article;

(d) procedures to track and reduce the volume of credit documentation exceptions;

(e) a requirement for quarterly reports to the Board that, at a minimum, include:

(i) the current listings described in paragraph (1)(b) of this Article;

(ii) the number of exceptions compared to total loans;

(iii) the aggregate exception levels compared to Board established limits;

(iv) the number of credit documentation exceptions by type such as borrower financial statements, guarantor tax returns, or rent rolls; and

(v) identify actionable items if/when exception levels exceed Board-approved limits;

(f) a structure for measuring exceptions against the Board approved limits, quarterly Board monitoring of exception reports, and accountability by the lending staff for such exceptions.

(2) Upon any subsequent amendments or changes, a copy of the exception tracking and monitoring system shall be immediately submitted to the ADC.

ARTICLE XI

GENERAL BOARD RESPONSIBILITIES

(1) The Board shall ensure that the Bank has timely adopted and implemented all corrective actions required by this Agreement, and shall verify that the Bank adheres to the corrective actions and they are effective in addressing the Bank's deficiencies that resulted in this Agreement.

(2) In each instance in which this Agreement imposes responsibilities upon the Board, it is intended to mean that the Board shall:

(a) authorize, direct, and adopt corrective actions on behalf of the Bank as may be necessary to perform the obligations and undertakings imposed on the Board by this Agreement;

(b) ensure that the Bank has sufficient processes, management, personnel, control systems, and corporate and risk governance to implement and adhere to all provisions of this Agreement;

(c) require that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities pertaining to or resulting from this Agreement;

(d) hold Bank management and personnel accountable for executing their duties and responsibilities pertaining to or resulting from this Agreement;

(e) require appropriate, adequate, and timely reporting to the Board by Bank management of corrective actions directed by the Board to be taken under the terms of this Agreement; and

(f) address any noncompliance with corrective actions in a timely and appropriate manner.

ARTICLE XII

CLOSING

(1) This Agreement is intended to be, and shall be construed to be, a "written agreement" within the meaning of 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its 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 OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time. The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly authorized representative. If the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, or within any plan or program submitted pursuant to this Agreement, the Board or a Board-designee shall submit a written request to the

Assistant Deputy Comptroller asking for relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with the relevant provision(s) of the Agreement or plan or program submitted pursuant to this Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(3) The Bank will not be deemed to be in compliance with this Agreement until it has adopted, implemented, and adhered to all of the corrective actions set forth in each Article of this Agreement; the corrective actions are effective in addressing the Bank's deficiencies; and the OCC has verified and validated the corrective actions. An assessment of the effectiveness of the corrective actions requires sufficient passage of time to demonstrate the sustained effectiveness of the corrective actions.

(4) Each citation, guidance, or issuance referenced in this Agreement includes any subsequent citation, guidance, or issuance that replaces, supersedes, amends, or revises the referenced cited citation, guidance, or issuance.

(5) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(6) All reports, plans, or programs submitted to the OCC pursuant to this Agreement shall be forwarded, by overnight mail or via email, to the following:

Assistant Deputy Comptroller
Office of the Comptroller of the Currency
Houston Field Office
1301 McKinney Street, Suite 1410
Houston, Texas 77010-3031

(7) 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 as his duly authorized representative, has hereunto set his signature on behalf of the Comptroller.

//s// Digitally Signed, Dated: 2021.02.08

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David Elsenbrock
Assistant Deputy Comptroller
Houston Field Office

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of Southwestern National Bank have hereunto set their signatures on behalf of the Bank.

/s/	12/17/2020
Doris Chen	Date
/s/	01/26/2021
Steve Chen	Date
William Glick	Date
Michael Hong	Date
/s/	12/17/2020
Ted Hsieh	Date
/s/	12/17/2020
C. K. Lee	Date
/s/	12/17/2020
Jody Lee	Date
/s/	1/26/21
Chen Lee	Date
/s/	12/17/2020
Edwin Malmgren	Date
/s/	12/17/20
Winnie Huang	Date
/s/	12/17/20
Hasmukhbai Patel	Date

/s/	12/17/2020
Mark Simmons	Date
/s/	1/26/2021
Joe Ting	Date
/s/	1/25/2021
Mohammed Younus	Date
/s/	1/25/2021
Michael Chang	Date
/s/	1/26/2021
Chuanwen Sun	Date