

UNITED STATES OF AMERICA  
BEFORE THE  
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM  
WASHINGTON, D.C.

Written Agreement by and between

COMMUNITY NATIONAL  
BANCORPORATION  
Waterloo, Iowa

and

FEDERAL RESERVE BANK OF  
CHICAGO  
Chicago, Illinois

Docket No. 09-201-WA/RB-HC

WHEREAS, Community National Bancorporation, Waterloo, Iowa (“CNB”), a registered bank holding company, owns and controls Community National Bank, N.A., Waterloo, Iowa, a national bank, and Community Bank-Austin, Austin, Minnesota, a state member bank (collectively, “Banks”), and various nonbank subsidiaries;

WHEREAS, it is the common goal of CNB and the Federal Reserve Bank of Chicago (the “Reserve Bank”) to maintain the financial soundness of CNB so that CNB may serve as a source of strength to the Banks;

WHEREAS, CNB and the Reserve Bank have mutually agreed to enter into this Written Agreement (the “Agreement”); and

WHEREAS, on January 26, 2010, the board of directors of CNB, at a duly constituted meeting, adopted a resolution authorizing and directing Josef M. Vich, President and CEO, to enter into this Agreement on behalf of CNB, and consenting to compliance with each and every provision of this Agreement by CNB and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the “FDI Act”)(12 U.S.C. §§ 1813(u) and 1818(b)(3)).

NOW, THEREFORE, CNB and the Reserve Bank agree as follows:

**Source of Strength**

1. The board of directors of CNB shall take appropriate steps to fully utilize its financial and managerial resources, pursuant to Regulation Y of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. § 225.4), to ensure that the Banks comply with any supervisory actions taken by the Banks’ federal or state regulators.

**Dividends and Distributions**

2. (a) CNB shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director of the Division of Banking Supervision and Regulation (the “Director”) of the Board of Governors of the Federal Reserve System (the “Board of Governors”).

(b) CNB shall not directly or indirectly take dividends or any other form of payment representing a reduction in capital from the Banks without the prior written approval of the Reserve Bank.

(c) CNB and its nonbank subsidiaries shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank and the Director.

(d) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date, proposed distribution on subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information on CNB's capital, earnings, and cash flow; the Banks' capital, asset quality, earnings, and allowance for loan and lease losses; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, CNB must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

#### **Debt and Stock Redemption**

3. (a) CNB and the nonbank subsidiaries shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) CNB shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

#### **Cash Flow Projections**

4. Within 90 days of this Agreement, CNB shall submit to the Reserve Bank a written statement of its planned sources and uses of cash for debt service, operating expenses, and other purposes ("Cash Flow Projection") for 2010. CNB shall submit to the Reserve Bank a

Cash Flow Projection for each calendar year subsequent to 2010 at least one month prior to the beginning of that calendar year.

### **Compliance with Laws and Regulations**

5. (a) In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, CNB shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors. (12 C.F.R. §§ 225.71 *et seq.*).

(b) CNB shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

### **Progress Reports**

6. Within 30 days after the end of each calendar quarter following the date of this Agreement, the board of directors shall submit to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure compliance with the provisions of this Agreement and the results thereof, and a parent company only balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

### **Communications**

7. All communications regarding this Agreement shall be sent to:

(a) Jeffrey A. Jensen  
Assistant Vice President  
Federal Reserve Bank of Chicago  
Des Moines Branch  
7601 Office Plaza Drive North  
Suite 150  
West Des Moines, IA 50266

(b) Mr. Josef M. Vich  
President  
Community National Bancorporation  
422 Commercial Street  
PO Box 1288  
Waterloo, Iowa 50704

**Miscellaneous**

8. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its sole discretion, grant written extensions of time to CNB to comply with any provision of this Agreement.

9. The provisions of this Agreement shall be binding upon CNB and its institution-affiliated parties, in their capacities as such, and their successors and assigns.

10. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank.

11. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any other federal or state agency from taking any other action affecting CNB, the Banks, any nonbank subsidiary of CNB, or any of their current or former institution-affiliated parties and their successors and assigns.

12. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 1<sup>st</sup> day of February, 2010.

COMMUNITY NATIONAL  
BANCORPORATION

FEDERAL RESERVE BANK OF  
CHICAGO

By: /s/ Josef M. Vich  
Josef M. Vich

By: /s/ Mark H. Kawa  
Mark H. Kawa  
Vice President