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

STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
MADISON, WISCONSIN

Written Agreement by and among OREGON COMMUNITY BANK & TRUST Oregon, Wisconsin FEDERAL RESERVE BANK OF CHICAGO Chicago, Illinois and STATE OF WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTIONS Madison, Wisconsin	Docket No. 10-166-WA/RB-SM

WHEREAS, in recognition of their common goal to maintain the financial soundness of Oregon Community Bank & Trust, Oregon, Wisconsin (the "Bank"), a state-chartered bank that is a member of the Federal Reserve System, the Bank, the Federal Reserve Bank of Chicago (the "Reserve Bank"), and the State of Wisconsin Department of Financial Institutions (the "DFI") have mutually agreed to enter into this Written Agreement (the "Agreement"); and

WHEREAS, on August 25, 2010, the board of directors of the Bank, at a duly constituted meeting, adopted resolutions authorizing and directing Gerald R. Luebke to

enter into this Agreement on behalf of the Bank, and consenting to compliance with each and every provision of this Agreement by the Bank and its institution-affiliated parties, as defined in section 3(u) of the Federal Deposit Insurance Act, as amended (the "FDI Act")
(12 U.S.C. §§ 1813(u)).

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

Board Oversight

1. Within 60 days of this Agreement, the board of directors of the Bank shall submit to the Reserve Bank and the DFI a written plan to strengthen board oversight of the management and operations of the Bank. The plan shall, at a minimum, address, consider, and include:

(a) The actions that the board of directors will take to improve the Bank's condition and maintain effective control over, and supervision of, the Bank's senior management and major operations and activities, including but not limited to, lending, credit risk management, credit administration, capital, earnings, and liquidity and funds management;

(b) steps to enhance the information and reports that will be regularly reviewed by the board of directors in its oversight of the operations and management of the Bank, including information on the Bank's problem assets, allowance for loan and lease losses ("ALLL"), capital, earnings, interest rate risk, liquidity and funding;

(c) the maintenance of adequate and complete minutes of all board and committee meetings, approval of such minutes, and their retention for supervisory review.

Corporate Governance and Management Review

2. Within 60 days of this Agreement, the board of directors of the Bank shall complete an assessment of the Bank's management and staffing needs and the qualifications and performance of all senior Bank management (the "Management Review"). The primary purpose

of the review shall be to aid in the development of a suitable management structure commensurate with the size and complexity of the Bank that is adequately staffed by qualified personnel. A copy of the Management Review shall be provided to the Reserve Bank and the DFI at the same time that it is provided to the board of directors. The Management Review shall, at a minimum, address, consider, and include:

(a) The identification of the type and number of officers needed to manage and supervise properly the affairs of the Bank, restore and maintain the Bank to a safe and sound condition, and comply with the requirements of this Agreement;

(b) the identification of present and future management and staffing needs for each area of the Bank, particularly in the areas of credit risk management, credit administration, and problem asset resolution; and

(c) a management succession plan for key senior officers.

3. Within 30 days of receipt of the Management Review, the board of directors shall submit a written management plan to the Reserve Bank and the DFI that fully addresses the findings and recommendations in the Management Review and describes the specific actions that the board of directors proposes to take in order to strengthen the Bank's management, and to hire, as necessary, additional officers or staff to properly manage and operate the Bank.

Credit Risk Management

4. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and DFI an acceptable written plan to strengthen credit risk management practices. The plan shall, at a minimum, address, consider, and include:

(a) The responsibility of the board of directors to establish appropriate risk tolerance guidelines and risk limits;

(b) periodic review and revision of risk exposure limits to address changes in market conditions;

(c) improvements to the Bank's management information systems to ensure that the board of directors and senior management obtain timely and accurate information regarding the condition of the Bank's loan portfolio;

(d) strategies to minimize credit losses and reduce the level of problem assets; and

(e) enhanced stress testing of loans and portfolio segments.

Lending and Credit Administration

5. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the DFI acceptable enhanced written lending policies and procedures that shall, at a minimum, address, consider, and include:

(a) Enhanced loan policies and procedures, including loans to officers, directors, and principal shareholders in compliance with Regulation O of the Board of Governors of the Federal Reserve System (the "Board of Governors") (12 CFR Part 215);

(b) written standards for when reappraisals and reevaluations must be conducted, including, but not limited to, when changes in market conditions occur;

(c) detailed presentations for loan renewals; and

(d) accurate accounting for other real estate owned ("OREO").

Asset Improvement

6. The Bank shall not, directly or indirectly, extend, renew, or restructure any credit

to or for the benefit of any borrower, including any related interest of the borrower, whose loans or other extensions of credit are criticized in the report of examination of the Bank conducted by the Reserve Bank that commenced on January 19, 2010 (the "Report of Examination") or in any subsequent report of examination, without the prior approval of a majority of the full board of directors or a designated committee thereof. The board of directors or its committee shall document in writing the reasons for the extension of credit, renewal, or restructuring, specifically certifying that: (i) the Bank's risk management policies and practices for loan workout activity are acceptable; (ii) the extension of credit is necessary to improve and protect the Bank's interest in the ultimate collection of the credit already granted and maximize its potential for collection; (iii) the extension of credit reflects prudent underwriting based on reasonable repayment terms and is adequately secured; and all necessary loan documentation has been properly and accurately prepared and filed; (iv) the Bank has performed a comprehensive credit analysis indicating that the borrower has the willingness and ability to repay the debt as supported by an adequate workout plan, as necessary; and (v) the board of directors or its designated committee reasonably believes that the extension of credit will not impair the Bank's interest in obtaining repayment of the already outstanding credit and that the extension of credit or renewal will be repaid according to its terms. The written certification shall be made a part of the minutes of the meetings of the board of directors or its committee, as appropriate, and a copy of the signed certification, together with the credit analysis and related information that was used in the determination, shall be retained by the Bank in the borrower's credit file for subsequent supervisory review. For purposes of this Agreement, the term "related interest" is defined as set forth in section 215.2(n) of Regulation O of the Board of Governors (12 C.F.R. § 215.2(n)).

7. (a) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and DFI an acceptable written plan designed to improve the Bank's position through repayment, amortization, liquidation, additional collateral, or other means on each loan, relationship, or other asset in excess of $250,000, including other real estate owned ("OREO"), that is past due as to principal or interest more than 90 days as of the date of this Agreement, is on the Bank's problem loan list, or was adversely classified in the Report of Examination.

(b) Within 30 days of the date that any additional loan, relationship, or other asset in excess of $250,000, including OREO, becomes past due as to principal or interest for more than 90 days, is on the Bank's problem loan list, or is adversely classified in any subsequent report of examination of the Bank, the Bank shall prepare a written plan to improve the Bank's position on such loan, relationship, or asset, and shall submit such plan for approval to the Reserve Bank and the DFI within 30 days after the end of the calendar quarter in which the loan or asset became subject to the requirements of this paragraph.

(c) Within 30 days after the end of each calendar quarter thereafter, the Bank shall submit a written progress report to the Reserve Bank and DFI to update each asset improvement plan, which shall include, at a minimum, the carrying value of the loan or other asset and changes in the nature and value of supporting collateral, along with a copy of the Bank's current problem loan list, a list of all loan renewals and extensions without full collection of interest in the last quarter, and past due/non-accrual report. The board of directors shall review the progress reports before submission to the Reserve Bank and DFI and shall document the review in the minutes of the board of directors' meetings.

Allowance for Loan and Lease Losses

8. (a) The Bank shall, within 30 days from the receipt of any federal or state

report of examination, charge off all assets classified "loss" unless otherwise approved in writing by the Reserve Bank and the DFI.

(b) Within 60 days of this Agreement, the Bank shall review and revise its ALLL methodology consistent with relevant supervisory guidance, including the Interagency Policy Statements on the Allowance for Loan and Lease Losses, dated July 2, 2001 (SR 01-17 (Sup)) and December 13, 2006 (SR 06-17), and the findings and recommendations regarding the ALLL set forth in the Report of Examination, and submit a description of the revised methodology to the Reserve Bank and DFI. The revised ALLL methodology shall be designed to maintain an adequate ALLL and shall address, consider, and include, at a minimum, the reliability of the Bank's loan grading system, the volume of criticized loans, concentrations of credit, the current level of past due and nonperforming loans, past loan loss experience, evaluation of probable losses in the Bank's loan portfolio, including adversely classified loans, and the impact of market conditions on loan and collateral valuations and collectability.

(c) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and DFI an acceptable written program for the maintenance of an adequate ALLL. The program shall include policies and procedures designed to ensure adherence to the Bank's revised ALLL methodology and provide for periodic reviews and updates to the ALLL methodology, as appropriate. The program shall also provide for a review of the ALLL by the board of directors on at least a quarterly calendar basis. Any deficiency found in the ALLL shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions. The board of directors shall maintain written documentation of its review, including the factors considered and conclusions reached by the Bank in determining the adequacy of the ALLL. During the term of this Agreement, the Bank shall submit to the Reserve

Bank and DFI, within 30 days after the end of each calendar quarter, a written report regarding the board of directors' quarterly review of the ALLL and a description of any changes to the methodology used in determining the amount of the ALLL for that quarter.

Capital Plan

9. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank an acceptable written plan to maintain sufficient capital at the Bank. The plan shall, at a minimum, address, consider, and include:

(a) The Bank's current and future capital needs, including compliance with the Capital Adequacy Guidelines for State Member Banks: Risk-Based Measure and Tier 1 Leverage Measure, Appendices A and B of Regulation H of the Board of Governors (12 C.F.R. Part 208, App. A and B);

(b) the adequacy of the Bank's capital, taking into account the volume of classified credits, concentrations of credit, ALLL, current and projected asset growth, and projected retained earnings;

(c) the source and timing of additional funds to fulfill the consolidated organization's and the Bank's future capital requirements.

10. The Bank shall notify the Reserve Bank and DFI in writing, no more than 45 days after the end of any quarter in which any of the Bank's capital ratios (total risk-based, Tier 1 risk-based, or leverage) fall below the approved capital plan's minimum ratios. Together with the notification, the Bank shall submit an acceptable written plan that details the steps the Bank will take to increase the Bank's capital ratios to, or above, the approved capital plan's minimums.

Liquidity and Funds Management

11. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the DFI an acceptable written plan to improve management of the Bank's liquidity position and funds management practices. The plan shall, at a minimum, address, consider, and include:

(a) Measures to enhance the monitoring, measurement, and reporting of the Bank's liquidity to the board of directors;

(b) measures to diversify funding sources; and

(c) measures to ensure timely reporting to the board of directors on the Bank's liquidity position.

12. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department an acceptable revised written contingency funding plan that, at a minimum, includes adverse scenario planning and identifies and quantifies available sources of liquidity for each scenario.

Earnings Plan and Budget

13. (a) Within 90 days of this Agreement, the Bank shall submit to the Reserve Bank and DFI a written business plan for 2011 to improve the Bank's earnings and overall condition. The plan, at a minimum, shall provide for or describe:

(i) a realistic and comprehensive budget for the remainder of 2011, including income statement and balance sheet projections; and

(ii) a description of the operating assumptions that form the basis for, and adequately support, major projected income, expense, and balance sheet components.

(b) During the term of this Agreement, a business plan and budget for each calendar year subsequent to 2011 shall be submitted to the Reserve Bank and DFI at least 30 days prior to the beginning of that calendar year.

Dividends

14. (a) The Bank 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 of the Board of Governors, and the DFI.

(b) All requests for prior written approval shall be received by the Reserve Bank and the DFI at least 30 days prior to the proposed dividend declaration date. All requests shall contain, at a minimum, current and projected information on the Bank's capital, asset quality, earnings, and ALLL needs; and identification of the sources of funds for the proposed payment. The Bank 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).

Information Technology and Security

15. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and DFI an acceptable written plan, including timetables, to correct the information technology and security deficiencies described in the Report of Examination.

Compliance with Laws and Regulations

16. (a) The Bank shall immediately take all necessary steps to correct all violations of law and regulation cited in the Report of Examination. Additionally, the Bank shall take the necessary steps to ensure the Bank's future compliance with all applicable laws and

regulations.

(b) 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, the Bank 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.) and also provide notice to DFI.

(c) The Bank 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).

Compliance with the Agreement

17. 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 and DFI written progress reports detailing the form and manner of all actions taken to secure compliance with this Agreement and the results thereof.

Approval and Implementation of Plans, Policies, and Program

18. (a) The written plans and a program required by paragraphs 4, 5, 7, 8(c), 9, 10, 11, 12, and 15 of this Agreement shall be submitted to the Reserve Bank and DFI for review and approval. Acceptable plans, policies, procedures, and a program shall be submitted within the time periods set forth in the Agreement.

(b) Within 10 days of approval by the Reserve Bank and DFI, the Bank, shall adopt the approved plans, policies, procedures, and a program. Upon adoption, the Bank shall promptly implement the approved plans and program and thereafter fully comply with them.

(c) During the term of this Agreement, the approved plans, policies, procedures, and a program shall not be amended or rescinded without the prior written approval of the Reserve Bank and DFI.

Communications

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

(a) Mr. David A. Ward
Assistant Vice President
Supervision and Regulation Department
Federal Reserve Bank of Chicago
230 South LaSalle Street
Chicago, Illinois 60604

(b) Mr. Michael J. Mach
Administrator
Division of Banking
Wisconsin Department of Financial Institutions
P.O. Box 7876
Madison, Wisconsin 53507-7876

(c) Mr. Gerald Luebke
President
Oregon Community Bank & Trust
733 North Main Street
Oregon, Wisconsin 53573

Miscellaneous

20. Notwithstanding any provision of this Agreement, the Reserve Bank and DFI may, in their sole discretion, grant written extensions of time to the Bank to comply with any provision of this Agreement.

21. The provisions of this Agreement shall be binding upon the Bank and their institution-affiliated parties, in their capacities as such, and their successors and assigns.

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

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

24. 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 27th of August, 2010.

OREGON COMMUNITY
BANK & TRUST

By: /s/ Gerald R. Luebke
Gerald R. Lubeke
President

FEDERAL RESERVE BANK
OF CHICAGO

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

WISCONSIN DEPARTMENT OF
FINANCIAL INSTITUTIONS

By: /s/ Michael J. Mach
Michael J. Mach
Administrator