

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

Written Agreement by and between

ONTARIO BANCORPORATION, INC.,
Ontario, Wisconsin

and

FEDERAL RESERVE BANK OF CHICAGO
Chicago, Illinois

Docket No. 26-051-WA/RB-HC

WHEREAS, Ontario Bancorporation, Inc., Ontario, Wisconsin (“Ontario”), is a registered bank holding company that owns and controls Bank of Ontario, Ontario, Wisconsin (the “Bank”), a state-chartered nonmember bank regulated by the Federal Deposit Insurance Corporation (“FDIC”) and the Wisconsin Department of Financial Institutions (“WDFI”);

WHEREAS, the Board of Governors of the Federal Reserve System (the “Board of Governors”) is the appropriate federal supervisor of Ontario;

WHEREAS, the most recent offsite review of Ontario conducted by the Federal Reserve Bank of Chicago (the “Reserve Bank”) identified certain deficiencies at Ontario;

WHEREAS, on August 6, 2026, the FDIC and the WDFI entered into a Consent Order (the “Consent Order”) with the Bank to address unsafe or unsound practices, including those related to asset quality, capital, earnings, and liquidity;

WHEREAS, it is the common goal of Ontario and the Reserve Bank to maintain the financial soundness of Ontario so that it may serve as a source of strength to the Bank;

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

WHEREAS, the board of directors of Ontario has authorized the undersigned to enter into this Agreement on behalf of Ontario, and consent to compliance with each and every provision of this Agreement by Ontario.

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

Source of Strength

1. The board of directors of Ontario shall take appropriate steps to fully utilize its financial and managerial resources, pursuant to section 38A of the Federal Deposit Insurance Act, as amended (the “FDI Act”) (12 U.S.C. § 1831o-1) and section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. § 225.4(a)), to serve as a source of financial and managerial strength to the Bank, including, but not limited to, demonstrating the ability to provide financial assistance to the Bank as required by 12 U.S.C. § 1831o-1(a) and (f) by, for example, raising additional capital or taking other steps to improve the financial condition of the Bank in the event of the financial distress of the Bank, and taking steps to ensure that the Bank complies with the Consent Order, and any other supervisory action taken by the Bank’s federal or state regulators.

Capital Plan

2. Within 60 days of the effective date of this Agreement, Ontario shall submit a written plan that is acceptable to the Reserve Bank to maintain sufficient capital (the “Capital Plan”) on a consolidated basis and to provide financial assistance to the Bank. The Capital Plan shall include the following four items:

- (a) an assessment of the adequacy of the Bank's capital, considering the current and anticipated sources of capital;
- (b) an analysis of the adequacy of the Bank's capital, taking into account the volume of adversely classified credits, the adequacy of the allowance for credit losses, current and projected asset growth, projected earnings, and its risk profile;
- (c) an action plan to raise additional capital or take other steps to improve the financial conditions of the Bank which may include contributing assets to the Bank up to the amount of Ontario's capital; and
- (d) an enhanced capital contingency plan that fully addresses both Ontario's and the Bank's short-term and long-term capital needs.

Cash Flow Projections

3. Within 30 days of the effective date of this Agreement, Ontario 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 the remainder of 2026. Ontario shall submit to the Reserve Bank a Cash Flow Projection for each calendar year subsequent to 2026 at least one month prior to the beginning of that calendar year.

Capital Conservation

4. (a) Effective immediately, Ontario shall not, directly or indirectly, declare or pay dividends, engage in share repurchases, or make any other capital distribution in respect of common shares, preferred shares, or other capital instruments, including, without limitation, any interest payments due on subordinated debentures, without the prior written approval of the Reserve Bank and the Director of Supervision and Regulation of the Board of Governors (the "Director"). All requests for prior approval shall be received in writing at least 30 days prior to

the earlier of the proposed declaration, payment, or distribution date, or required notice of deferral, and shall contain, at a minimum, current and projected information, as appropriate, on Ontario's and Bank's respective capital, earnings, and cash flow; the Bank's asset quality, earnings, and allowance for credit losses; and identification of the source(s) of funding for the proposed payment or distribution.

(b) Effective immediately, Ontario shall not, directly or indirectly, incur, increase, prepay, or guarantee any debt without the prior written approval of the Reserve Bank and the Director. All requests for prior approval shall be received at least 30 days prior to the proposed transaction date and 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.

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, Ontario 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) Ontario 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 FDIC'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, Ontario's 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.

Approval and Implementation of Plans and Statements

7. (a) Ontario shall submit the written plans and statements to the Reserve Bank as set forth in paragraphs 2 and 3 of this Agreement. Each plan or statement shall contain a timeline for full implementation of the plan or statement with specific deadlines for completion of each component of the plan or statement.

(b) Within 10 days of approval by the Reserve Bank of the written plan set forth in paragraph 2, Ontario shall adopt the approved plan. Upon adoption, Ontario shall promptly implement the approved plan and thereafter fully comply with it.

(c) During the term of this Agreement, the approved plan shall not be amended or rescinded without the prior written approval of the Reserve Bank.

Communications

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

(a) Craig Priebe
Assistant Vice President
Federal Reserve Bank of Chicago
230 South LaSalle Street
Chicago, IL 60604

(b) Doreen M. Dahl
President
Ontario Bancorporation, Inc.
315 Main Street
Ontario, Wisconsin 54651

Miscellaneous

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

10. The provisions of this Agreement shall be binding upon Ontario and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the FDI Act (12 U.S.C. §§ 1813(u) and 1818(b)(3)), in their capacities as such, and their successors and assigns.

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

12. 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 Ontario, the Bank, or any of their current or former institution-affiliated parties and their successors and assigns.

13. 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 24th day of September, 2026.

ONTARIO BANCORPORATION, INC.

**FEDERAL RESERVE BANK
OF CHICAGO**

By: /s/ Doreen M. Dahl
Doreen M. Dahl
President

By: /s/ Jennifer L. Barney
Jennifer L. Barney
Senior Vice President