

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

Written Agreement by and among

DICKINSON FINANCIAL
CORPORATION II
Kansas City, Missouri

DICKINSON FINANCIAL
CORPORATION
Kansas City, Missouri

and

FEDERAL RESERVE BANK OF
KANSAS CITY
Kansas City, Missouri

Docket No. 10-134-WA/RB-HC

WHEREAS Dickinson Financial Corporation II, Inc., Kansas City, Missouri, (“DFC II”) is a registered multi-bank holding company that owns and controls Dickinson Financial Corporation, Kansas City, Missouri, (“DFC”) a second-tier bank holding company, (together, “Dickinson”), and Bank Midwest, N.A., Kansas City, Missouri; Armed Forces Bank, N.A., Fort Leavenworth, Kansas; Academy Bank, N.A., Colorado Springs, Colorado; Armed Forces Bank of California, N.A., San Diego, California; Southern Commerce Bank, N.A., Tampa, Florida; and SunBank, N.A., Phoenix, Arizona (collectively, the “Banks”);

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

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

WHEREAS, on June 29, 2010, the boards of directors of DFC II and DFC, at duly constituted meetings, adopted resolutions authorizing and directing Paul P. Holewinski to enter into this Agreement on behalf of DFC II and DFC, respectively, and consenting to compliance with each and every provision of this Agreement by DFC II, DFC, and their 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, Dickinson and the Reserve Bank agree as follows:

Source of Strength

1. The boards of directors of DFC II and DFC shall take appropriate steps to fully utilize DFC II’s and DFC’s financial and managerial resources, pursuant to 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 strength to the Banks, including, but not limited to, taking steps to ensure that the Banks comply with the respective Formal Agreement and Consent Orders entered into with the Office of the Comptroller of the Currency (the “OCC”) on May 11, 2010, and any other supervisory action taken by the Banks’ federal regulator.

Dividends

2. (a) Dickinson 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.

(b) Dickinson 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) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date. All requests shall contain, at a minimum, current and projected information on Dickinson'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, Dickinson 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) Dickinson 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) Dickinson shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

Capital Plan

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

(a) The consolidated organization's and the Banks' current and future capital requirements, including compliance with the Capital Adequacy Guidelines for Bank Holding Companies: Risk-Based Measure and Tier 1 Leverage Measure, Appendices A and D of Regulation Y of the Board of Governors (12 C.F.R. Part 225, App. A and D) and the applicable capital adequacy guidelines for the Banks issued by the Banks' federal regulator;

(b) the adequacy of the Banks' capital, taking into account the volume of classified credits, their risk profile, the adequacy of the allowance for loan and lease losses, current and projected asset growth, and projected earnings;

(c) the source and availability of additional funds necessary to fulfill the consolidated organization's and the Banks' future capital requirements on a timely basis;

(d) supervisory requests for additional capital at the Banks or the requirements of any supervisory action imposed on the Banks' federal regulator; and

(e) the requirements of section 225.4(a) of Regulation Y of the Board of Governors that DFC II and DFC each serve as a source of strength to the Banks.

5. Dickinson shall notify the Reserve Bank, in writing, no more than 30 days after the end of any quarter in which any of the consolidated organization's capital ratios fall below the approved plan's minimum ratios. Together with the notification, Dickinson shall submit an acceptable capital plan that details the steps Dickinson will take to increase the consolidated organization's capital ratios to or above the approved plan's minimums.

Compliance with Laws and Regulations

6. (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, Dickinson 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) Dickinson 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

7. Within 30 days after the end of each calendar quarter following the date of this Agreement, the boards of directors of DFC II and DFC shall submit to the Reserve Bank joint 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.

Approval and Implementation of Plan

8. (a) Dickinson shall submit a written capital plan that is acceptable to the Reserve Bank within the applicable time periods set forth in paragraphs 4 and 5 of this Agreement.

(b) Within 10 days of approval by the Reserve Bank, Dickinson shall adopt the approved capital plan. Upon adoption, Dickinson shall promptly implement the approved plan, and thereafter fully comply with it.

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

Communications

9. All communications regarding this Agreement shall be sent to:
 - (a) Ms. Susan E. Zubradt
Vice President
Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, Missouri 64198
 - (b) Mr. Paul Holewinski
Chief Executive Officer
Dickinson Financial Corporation II
Dickinson Financial Corporation
1111 Main Street, Suite 1600
Kansas City, Missouri 64105

Miscellaneous

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

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

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

13. 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 Dickinson, the Banks, any nonbank subsidiary of Dickinson, or any of their current or former institution-affiliated parties and their successors and assigns.

14. 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 29th day of June, 2010.

DICKINSON FINANCIAL
CORPORATION II

FEDERAL RESERVE BANK
OF KANSAS CITY

By: /s/ Paul P. Holewinski
Paul P. Holewinski
Chief Executive Officer

By: /s/ Susan E. Zubradt
Susan E. Zubradt
Vice President

DICKINSON FINANCIAL
CORPORATION

By: /s/ Paul P. Holewinski
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