

SUPERVISORY AGREEMENT

This Supervisory Agreement (Agreement) is made and is effective this 5th day of September, 2006 (Effective Date), by and between **Central Federal Savings and Loan Association of Rolla, Rolla, Missouri**, OTS Docket No. 05710 (Central or the Association), a federal mutual savings association, and the Office of Thrift Supervision (OTS), a bureau of the United States Department of the Treasury, acting through its Midwest Regional Director or his designee (Regional Director).

WHEREAS, OTS is the primary federal regulator of the Association;

WHEREAS, based upon the Association's May 15, 2006 Report of Examination (ROE), OTS is of the opinion that the Association has engaged in acts and practices that: (i) have resulted in violations of certain laws or regulations to which the Association is subject; and (ii) are considered to be unsafe and unsound;

WHEREAS, OTS is of the opinion that grounds exist for the initiation of an administrative proceeding against the Association;

WHEREAS, OTS is of the view that it is appropriate to take measures intended to ensure that the Association will: (i) comply with all applicable laws and regulations; and (ii) engage in safe and sound practices;

WHEREAS, the Association wishes to cooperate with OTS and to evidence the intent to: (i) comply with all applicable laws and regulations, and (ii) engage in safe and sound practices;

WHEREAS, the Association, acting through its Board of Directors (Board), enters into this Agreement, without admitting or denying that such grounds exist to initiate an administrative proceeding; and

NOW THEREFORE, in consideration of the above premises and the mutual undertakings set forth herein, the parties hereto agree as follows:

1. **Compliance With Laws and Regulations**

The Association and its directors, officers, employees, and agents, shall take all necessary and appropriate actions to comply with the following laws and regulations:

- A. 12 C.F.R. § 560.160(a) (establishment of asset classification system);
- B. 12 C.F.R. § 560.170(a) (loan underwriting);
- C. 12 C.F.R. § 560.170(b) (documentation of repayment sources);
- D. 12 C.F.R. § 562.1(b)(2) (submission of financial reports in accordance with guidelines);

- E. 12 C.F.R. § 563.161(a) (sound financial policies);
- F. 12 C.F.R. § 563.170(c) (documentation of transactions of the Association);
- G. 12 C.F.R. § 564.8(c)(3) (annual evaluation of appraisers); and
- H. 12 C.F.R. § 568.5 and Appendix B to 12 C.F.R. Part 570 (annual audit of information security program).

2. Business Plan

- A. By **December 31, 2006**, the Board shall adopt and submit a new comprehensive three-year business plan (Business Plan) for OTS's review and a written notice of non-objection. The Board shall consider the retention of an independent qualified consultant to assist in the review of the Association's operations and the preparation of a Business Plan. The Business Plan shall follow the guidelines set forth in Section 625 (Business Plan Guidelines) of OTS Applications Handbook. The Business Plan shall: (1) set forth well supported and realistic strategic goals to improve earnings and increase the net interest margin; (2) set forth an appropriate portfolio mix with established targets and delineation of credit, compliance, and interest rate risks; (3) set forth liquidity and funding levels from retail deposits, Federal Home Loan Bank advances, and other sources that are consistent with the Liquidity Policy required by Paragraph 3 hereof; (4) address the appropriate staffing level and expertise to fulfill the goals set forth in the Business Plan; and (5) provide for no material increase in interest rate risk and no material reduction of core and risk-based capital.
- B. The Business Plan shall include the submission of three-year pro forma financial statements and at least annual updates, and a description of all assumptions used to prepare three-year pro forma statements, including, but not limited to (1) the assumed interest rate scenario for each interest earning asset and interest costing liability and an analysis of changes in asset maturity structure on the Association's interest rate risk exposure; (2) assumptions used for noninterest income and noninterest expense; (3) cash flow projections that include expected loan payments, maturing investments, purchases of certificate of deposits, and Federal Home Loan Bank advances; and (4) assumptions for the start-up costs, volumes, and expected returns on any new branches or new product or service.
- C. The Board shall direct management to follow and implement the Business Plan after receiving a written notice of non-objection from OTS. Any material new activity, operation, or line of business shall require the prior review and approval of the Board and a written notice of non-objection from OTS. Any material modifications to the Business Plan shall be submitted to OTS forty-five (45) days prior to implementation unless OTS waives such time period.
- D. Management shall prepare and submit to the Board, with a copy to OTS, quarterly variance reports on the Association's compliance with the Business Plan within forty-five (45) days after the close of each calendar quarter. Such variance reports shall (1)

detail actual operating results versus projected results, (2) discuss any changes required in the business strategy due to a change in market conditions or other factors, and (3) include detailed explanations of any material deviations from the Business Plan and a specific description of the corrective actions or measures that have been implemented, proposed, or are under consideration to correct any material deviation. A deviation shall be considered material under this Paragraph 2 when: (1) the Association engages in any material activity that is inconsistent with the Business Plan; or (2) the Association exceeds the level of any activity or asset growth contemplated in the Business Plan, or falls below or fails to meet target amounts established in the Business Plan by more than 15%, unless the activity involves assets risk weighted 50% or less, in which case a variance of more than 25% shall be deemed to be a material deviation. Notwithstanding the foregoing, none of the following deviations shall be deemed to be material: (1) a change of \$1 million or less in any balance sheet item, (2) a change of \$200,000 or less in any income statement item, except for net income, or (3) a change of \$25,000 or less in net income.

- E. The Board, on at least an annual basis, shall periodically review and address external and internal risks that may affect the Association's ability to implement the Business Plan. This review shall include adverse scenarios relating to asset or liability mixes, interest rates, staffing levels and expertise, operating expenses, marketing costs, and growth rate.
- F. The Board's review of the Business Plan and related variance reports shall be fully documented in the Board minutes.

3. Liquidity Policy

- A. By **October 31, 2006**, the Asset/Liability Committee shall submit a report to the Board setting forth an analysis of the Association's pricing practices and the composition and maturities of the assets and liabilities. By **November 30, 2006**, the Board shall review the report and determine whether the Association's pricing practices are effective or should be modified.
- B. By **November 30, 2006**, the Board shall adopt a Liquidity Policy that sets forth a written strategy for the day-to-day management of liquidity that addresses: (1) projected limits on the composition and maturities of assets and liabilities; (2) funds management; (3) a process for measuring and monitoring liquidity; (4) contingency plans for addressing liquidity disruptions; (5) establishment of quantitative guidelines and limits to ensure adequate liquidity; and (6) establishment of internal control procedures to ensure adherence to the Association's Liquidity Policy and Investment Policy. The Liquidity Policy shall address, at a minimum, the guidelines set forth in Thrift Bulletin 77, entitled "Sound Practices for Liquidity Management at Savings Associations," dated June 19, 2001; and Sections 510 (Funds Management) and 530 (Liquidity Management) of the OTS Examination Handbook.
- C. The Association shall comply with the Liquidity Policy and the Investment Policy. Management shall make monthly reports to the Board regarding the Association's liquidity position in accordance with the guidelines set forth in Section 530 of OTS

Examination Handbook, and the Board's review shall be reflected in the Board minutes.

4. **Submission of Schedule CMR**

The Association shall file an accurate and complete Schedule CMR (Consolidated Maturity/Rate) in accordance with 12 C.F.R. § 562.1(b)(2) and OTS instructions. By **September 30, 2006**, management shall ensure the accurate reporting of complex securities on Schedule CMR.

5. **Information Security Audit**

A. By **November 30, 2006**, the Board shall obtain an audit of the Association's Information Systems Security Policy and the Customer Information Security Policy Statement and related procedures and processes (Information Security Program), by a qualified independent third party who has knowledge of, and training regarding the Federal Financial Institutions Examination Council's (FFIEC) and OTS's issuances on information technology, including but not limited to FFIEC IT Audit Handbook, dated August, 2003; Section 341 (Information Technology Risks and Controls) of the OTS Examination Handbook; CEO Letter No. 241, entitled "Information Technology Examination Handbook-Updated Information Security Booklet, dated July 27, 2006 (FFIEC Information Security Booklet); CEO Letter No. 231, entitled "Interagency Guidelines Establishing Information Security Standards," dated December 14, 2005; and Appendix B of 12 C.F.R. Part 570. The independent audit of the Association's Information Security Program (IT audit) shall include transaction testing and shall be fully supported by work papers that clearly set forth the scope of the audit, the specific procedures performed, and the specific systems, records, procedures, and programs reviewed. The IT audit shall, at a minimum, address:

1. Reasonableness of the Association's risk assessments in accordance with Section III.B of Appendix B and Section I.B of Supplement A to Appendix B to 12 C.F.R. Part 570 and the FFIEC Information Security Booklet;
2. Review of the Association's Information Security Program for compliance with Appendix B to 12 C.F.R. Part 570, CEO Letter No. 231, Section 341 of OTS Examination Handbook, and the FFIEC Information Security Booklet;
3. Review of the Association's Incident Response Program for compliance with Supplement A to Appendix B to 12 C.F.R. Part 570; CEO Letter No. 214, entitled "Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice;" CEO Letter No. 231; the FFIEC Information Security Booklet; and Section 341 of OTS Examination Handbook;
4. A test of the controls, systems, and procedures set forth in the Association's Information Security Program, and for all business lines;

5. A test of network security settings for effectiveness and for conformance, where applicable, with FFIEC's and OTS's issuances including but not limited to the FFIEC Information Security Booklet;
6. Test of accessibility to all computer equipment, including but not limited to, servers, mailers, office computers, or terminals and substantiate the integrity of employee activities and the appropriateness of user access rights;
7. Test of disposal of customer information practices for effectiveness and for conformance, where applicable, with FFIEC's and OTS's issuances including but not limited to the FFIEC Information Security Booklet;
8. Review of internet banking system for compliance with OTS CEO Letter No. 228, dated October 12, 2005, entitled "Interagency Guidance on Authentication in an Internet Banking Environment;"
9. Review of the adequacy of internal controls for monitoring information processing and transactions, including segregation of duties and controlling and mitigation of risks;
10. Review of the adequacy of the content and documentation of the training of the Board, management, and employees regarding the Association's Information Security Program;
11. Review of the adequacy of the Association's Contingency Disaster Recovery Plan under the guidelines of the FFIEC Business Continuity Booklet, dated March 2003;
12. Review of the monitoring of the Association's information technology service providers, including, but not limited to due diligence criteria and reports to the Board regarding the service providers' business continuity plans and compliance with Appendix B to 12 C.F.R. Part 570; the FFIEC Information Security Booklet; Thrift Bulletin 82a, entitled "Third Party Arrangements," dated September 1, 2004; and the FFIEC Outsourcing Technology Services, dated June 2004;
12. Review of internal audit program for information security, including the scope and documentation of internal auditor and expertise of auditor;
13. Review of processes in place to ensure timely tracking and resolution of reported weaknesses;
14. Review of the integrity of managements reports to the Board and the adequacy of documentation for compliance with the Association's Information Security Program and Appendix B to 12 C.F.R. Part 570; and
15. Review of any other applicable policies, procedures, or programs required pursuant to OTS regulations or issuances.

- B. The Association shall obtain an IT audit annually that covers all applicable requirements of this Paragraph and the requirements of applicable regulations.
- C. The findings of the IT audit shall be promptly reported to, and reviewed by the Board at the next regularly scheduled meeting following the receipt of the independent audit report. The Board shall ensure that its discussions of the IT audit results, including any actions taken or required by the Board, are documented thoroughly and accurately in the Board minutes. The Association shall submit a copy of Board minutes and a copy of the IT audit to OTS by **November 30, 2006**. The Association shall retain a complete copy of all work papers generated by the audit.

6. Loan Underwriting and Credit Monitoring

- A. By **October 31, 2006**, the Board shall adopt a revised Loan Policy that addresses clearly and fully the requirements of 12 C.F.R. §§ 560.170, 560.101, and Part 564 and Sections II.C and II.D to Appendix A to 12 C.F.R. Part 570, and all other applicable statutes and regulations. The revised Loan Policy shall require the following, but not be limited to the following:
 - 1. Set forth the projected portfolio mix or limits by loan type, taking into consideration the guidelines set forth in Section 201 (Overview: Lending Operations and Portfolio Risk Management) of OTS Examination Handbook;
 - 2. Set forth pricing criteria for each loan type;
 - 3. Require, before the approval of any nonhomogeneous loan, written documentation or the completion of a loan presentation sheet setting forth (a) detailed financial analysis of the source of repayment, including, but not limited to (1) an assessment of the borrower's or guarantor's ability to repay the debt based on accurate signed financial statements and/or tax returns, and validation of collateral value; (2) loan-to-value ratios; and (3) background information on owners of borrowing companies, when applicable; (b) a checklist setting forth a list of all required and obtained credit and collateral documentation for the type of loan; and (c) a checklist setting forth that the loan complies with all applicable regulations, including but not limited to 12 C.F.R. §§ 560.30, 560.93, 560.101, and 560.170; 12 C.F.R. Part 564; and the Association's Loan Policy;
 - 4. Prohibit the making of any loan unless all required credit and collateral documentation has been obtained and is documented in the file;
 - 5. Establish a formal system to identify, track, and correct credit and collateral documentation exceptions and loan policy exceptions;
 - 6. Require compliance with the requirements for appraisals set forth in 12 C.F.R. Part 564;

7. Require a documented review of appraisals for all nonhomogeneous loans by at least one designated outside director for compliance with the Association's appraisal standards and 12 C.F.R. Part 564; Thrift Bulletin 55a, entitled "Interagency Appraisal and Evaluation Guidelines, dated November 4, 1994; Section 208 (Real Estate Appraisal) of the OTS Examination Handbook; OTS CEO Letter No. 213, entitled "Frequently Asked Questions (FAQ) on the Agencies' Appraisal Regulations and Related Guidance," dated March 22, 2005; and OTS CEO Letter No. 240, entitled "2006 Revisions to Uniform Standards of Professional Appraisal Practice," dated June 22, 2006; and the reviewer shall discuss any deficiencies in writing and provide a statement of acceptability or non-acceptability; and
 8. Require the annual evaluation of all appraisers in accordance with 12 C.F.R. § 564.8(c)(3).
- B. The Association shall comply with the revised Loan Policy.
 - C. By **October 31, 2006**, and thereafter annually, the Board shall designate an outside director and a management official (1) to evaluate all approved appraisers used within the preceding 12-month period for (a) compliance with the Association's appraisal policies and procedures, and (b) reasonableness of the value estimates reported, and (2) to submit the evaluation report to the Board. The Board shall consider the existence of any conflicts of interest in making the designation of the evaluators.

7. **Internal Loan Review**

By **October 31, 2006**, the Board shall establish, as a part of the Loan Policy, a formal internal review process for nonhomogeneous loans, that is independent of the loan function, and that:

- A. Establishes ongoing credit administration of all loans that includes, but is not limited to (1) obtaining updated financial information from borrower(s) and/or guarantor(s) or credit reports during the term of the loan, (2) periodic documentation of collateral value or description of any changes in collateral, and (3) tracking of the borrower's compliance with conditions of loan approval;
- B. Identifies and monitors problem assets;
- C. Documents the rationale for the asset classification assigned to the credit in accordance with Section 260 (Classification of Assets) of the OTS Examination Handbook and requires the development of a specific written loan workout plan for each adversely classified asset;
- D. Requires periodic reports to the Board on adversely classified assets and the status of any workout plans for classified assets and the Board's discussions and management reports to be documented in the Board minutes; and

- E. Requires a quarterly report to the Board regarding (1) the adequacy of allowances for loan and lease losses (ALLL) to be determined and maintained for portfolio category in accordance with 12 C.F.R. § 560.160(b), the Association's ALLL methodology, and OTS CEO Letter 192, entitled "Update on Accounting for Loan and Lease Losses," dated March 1, 2004, and (2) the required additional allocation of ALLL to be reflected in the Association's books and records and Thrift Financial Report.

8. Corporate Governance

- A. By **September 30, 2006**, the Board shall establish or reactivate appropriate operating committees, including but not limited to an Asset/Liability Committee and an Investment Committee and adopt a written operating charter for each committee that delineates the committee's functions, responsibilities, and membership. Each director shall be on at least one committee and the chairman of each committee shall be a director of the Association. The committee shall report to the full Board at least quarterly.
- B. The Board or a designated outside director shall approve all exceptions to policies. Such exceptions must be documented and periodically reported to the Board if approval is provided by someone other than a quorum of the Board.
- C. The Board shall require Board minutes and Board Committee minutes reflect fully, specifically, and accurately all matters presented to, and discussed by the Board at Board and Board Committee meetings, in accordance with 12 C.F.R. § 563.170(c). The Board and Committee minutes shall be a complete and accurate representation of meeting discussions, including dissenting opinions or votes, and the supporting documentation. The Board minutes shall reflect: (1) the Board's review and approval or disapproval of all significant transactions with appropriate documentation and management reports; (2) the Board's approval of all operating policies on regularly scheduled basis throughout the year; (3) the Board's review of deviations and exceptions from the Association's policies; and (4) reports from management that address regulatory compliance, financial performance, and technology risks.
- D. Each Board and Committee member shall ensure that the minutes clearly and accurately reflect his or her actions, discussions, dissensions, and votes before approving the minutes. The Board and Committee members shall review and approve or modify the minutes at the next Board or Board Committee meeting.
- E. By **September 30, 2006**, the Board shall adopt and submit to OTS a training program for directors and senior management on board responsibilities, asset/liability management, and funds management. The Training Program, at a minimum, shall require that the Board and management receive training, from an independent qualified vendor, regarding asset/liability management and funds management by **November 30, 2006**.
- F. By **November 30, 2006**, the Board shall adopt, and submit to OTS for its written non-objection, a written Management Succession Plan (Succession Plan) that addresses

the hiring of a successor for the current President and Chief Executive who has the banking experience, regulatory knowledge, and leadership skills to implement the Business Plan required by Paragraph 2 hereof and to address the regulatory violations and deficiencies set forth in the OTS reports of examination, independent tests and audits, and compliance self-assessments. Upon receipt of written notice from OTS of the acceptability of the Succession Plan (with such revisions as may be required by OTS), the Association shall implement the Succession Plan. The Board shall review quarterly the Succession Plan and documents its review in the Board minutes.

9. **Restrictions on Golden Parachute Payments**

The Association shall not make any "golden parachute payments" (as that term is defined in 12 U.S.C. § 1828(k) and 12 C.F.R. Part 359), except as permitted under the applicable statute and regulation.

10. **Regulatory Review of Employment Contracts**

The Association shall not enter into any employment contracts without the prior review and notice of non-objection of the Regional Director.

11. **Restrictions on Adding or Replacing a Board Member, Employing a Senior Executive Officer, or Changing the Responsibilities of a Senior Executive Officer**

The Association shall not add or replace any member of its Board of Directors (Board), employ any new senior executive officer or change the responsibilities of any senior executive officer, except in accordance with 12 C.F.R. §§ 563.550 through 563.590, and Section 32 of the Federal Deposit Insurance Act (FDIA), 12 U.S.C. § 1831i.

12. **Compliance with Agreement**

- A. All policies, procedures, corrective actions, plans, programs, and reviews required by this Agreement (collectively referred to as Plans and Policies) shall conform to all applicable statutes, regulations, and written OTS policy and guidance that has been published by OTS or distributed by OTS to OTS-regulated institutions. The Board shall revise such Plans and Policies as required by OTS.
- B. The Board and management of the Association shall take immediate action to cause the Association to comply with the provisions of this Agreement.
- C. This Agreement requires the Association to receive approval, notice of non-objection, or notice of acceptability from OTS for certain Board actions. The Board affirms that such regulatory oversight does not derogate or supplant each individual member's continuing fiduciary duty. The Board shall have the ultimate responsibility for overseeing the safe and sound operation of the Association at all times including compliance with OTS's determinations as required by this Agreement.
- D. By the forty-fifth (45th) calendar day after the end of each calendar quarter, beginning with the quarter of September 2006, the Board shall adopt and submit to OTS a

certified copy of a board resolution formally resolving that, following a diligent inquiry of relevant information (including a report from Association's management regarding the Association's compliance with each provision of this Agreement), to the best of its knowledge and belief, during the immediately preceding calendar quarter, the Association has complied with each provision of this Agreement currently in effect, except as otherwise stated. The Compliance Resolution shall: (1) specify in detail how, if at all, full compliance was found not to exist; and (2) identify all notices of exemption or non-objection issued by OTS that were outstanding as of the date of its adoption. In the event that one or more directors do not agree with the representations set forth in a Compliance Resolution, such disagreement shall be noted in the Board minutes.

13. **Definitions**

- A. All technical words or terms used in this Agreement for which meanings are not specified or otherwise provided by the provisions of this Agreement shall, insofar as applicable, have meanings as defined in Chapter V of Title 12 of the Code of Federal Regulations, Home Owners' Loan Act (HOLA), FDIA, or OTS Publications. Any such technical words or terms used in this Agreement and undefined in Code of Federal Regulations, HOLA, FDIA, or OTS Publications shall have meanings that are in accordance with the best custom and usage in the savings and loan industry.
- B. For purposes of this Agreement, nothing shall be deemed "acceptable" to the Regional Director or OTS unless the Regional Director or the assigned Regional Deputy Director or Assistant Director has stated, in writing, that it is acceptable or has provided a written notice of non-objection to it.
- C. For purposes of this Agreement, an independent vendor or consultant is a vendor or consultant who has not made any sales or investment presentations to Central's Board or management and who agrees in writing not to make any sales or investment presentations to Central's Board and management for at least two years.
- D. For purposes of this Agreement, nonhomogeneous loans include all loans except for permanent single-family mortgage loans and consumer loans.

14. **Successor Statutes, Regulations, Guidance, and Amendments**

Reference in this Agreement to provisions of statutes, regulations, and OTS Publications shall be deemed to include references to all amendments to such provisions as have been made as of the Effective Date of this Agreement and references to successor provisions as they become applicable.

15. **Notices**

- A. Except as otherwise provided herein, any request, demand, authorization, directive, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished to, delivered to, or filed with:

1. OTS, by Central, shall be addressed to the Assistant Director, Office of Thrift Supervision, Department of the Treasury, 225 East John Carpenter Freeway, Suite 500, Irving, Texas 75062-2327 or telecopied to (972) 277-9500; and
2. Central, by OTS, in each case shall be addressed to Chief Executive Officer or the Board of the Association, at 210 West 10th Street, Rolla, Missouri 65401-3168, or telecopied to (573) 364-8255.

B. Such delivery shall be sufficient for every purpose hereunder if in writing and mailed, first class, postage prepaid; sent via overnight delivery service; physically delivered; or means of electronic transmission. If there is a dispute about the date on which a written notice has been received by a party to this Agreement, then, in the event such notice was sent by United States mail, there shall be a presumption that the notice was received two business days after the date of the postmark on the envelope in which the notice was enclosed.

16. Duration, Termination or Suspension of Agreement

- A. This Agreement shall: (1) become effective upon its execution by the OTS, through its authorized representative, whose signature appears below; and (2) remain in effect until terminated, modified or suspended in writing by the OTS, acting through its Director or the Regional Director (including any authorized designee thereof).
- B. The Regional Director, in his sole discretion, may, by written notice, suspend any or all provisions of this Agreement.

17. Time Limits

The Regional Director or the assigned OTS Regional Deputy Director or Assistant Director may extend time frames by written notice.

18. OTS Review of Actions Required

The Regional Director or the assigned OTS Regional Deputy Director or Assistant Director may request additional information and provide written notice of non-objection or objection with respect to any submission required by this Agreement.

19. Effect of Headings

The section or paragraph headings herein are for convenience only and shall not affect the construction hereof.

20. Separability Clause

In case any provision in this Agreement is ruled to be invalid, illegal or unenforceable by the decision of any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, unless the Regional Director, in his sole discretion, determines otherwise.

21. **No Violations of Law, Rule, Regulation or Policy Statement Authorized; OTS Not Restricted**

Nothing in this Agreement shall be construed as: (a) allowing the Association to violate any law, rule, regulation, or policy statement to which it is subject; or (b) restricting OTS from taking such action(s), including, without limitation, any type of supervisory, enforcement or resolution action that OTS determines to be appropriate in fulfilling the responsibilities placed upon it by law.

22. **Successors in Interest/Benefit**

The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest. Nothing in this Agreement, expressed or implied, shall give to any person or entity, other than the parties hereto and the Federal Deposit Insurance Corporation and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

23. **Integration Clause**

This Agreement represents the final written agreement of the parties with respect to the subject matter hereof and constitutes the sole agreement of the parties, as of the Effective Date, with respect to such subject matter. All Plans and Policies required by this Agreement shall, upon modification consistent with this Agreement or OTS's direction, become part of this Agreement and any deviation from these Plans and Policies shall be deemed a violation of this Agreement.

24. **Enforceability of Agreement**

The Association represents and warrants that this Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Association. The Association acknowledges that this Agreement is a "written agreement" entered into with OTS within the meaning of 12 U.S.C. §1818.

25. **Counterparts**

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

26. **Signature of Directors**

Each Director signing the Agreement attests, by such act, that she or he voted in favor of a Board resolution authorizing the execution of this Agreement by the Association.

**CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS**

I, the undersigned, being the duly appointed and qualified Secretary of Central Federal Savings & Loan Association of Rolla, Rolla, Missouri (Central or Association), hereby certify as follows:

1. A duly called meeting of the Board of Directors of the Central was held on September 5, 2006;
2. At the meeting, a quorum was present and voting throughout;
3. The following is a true copy of resolution duly adopted by Central's Board of Directors, which resolution had not been rescinded or modified and are now in full force and effect:

WHEREAS, Central's Board of Directors wishes to continue to cooperate with Office of Thrift Supervision, and to demonstrate that the Board and the Association intend to continue to: (1) comply with all applicable laws and regulations; and (2) engage in safe and sound practices; and

WHEREAS, the Directors of Central have read and considered the proposed Agreement (Agreement) which shall be attached to the minutes of this meeting; and

WHEREAS, after due consideration, the Directors of Central have determined to cause the Association to enter into the proposed Agreement which is in the best interest of the Association.

NOW THEREFORE, BE IT RESOLVED, that Central be, and it hereby is authorized to enter into the Agreement in the form attached to the minutes of the meeting,

FURTHER RESOLVED, that the execution and delivery of, and performance of all of the provisions of the Agreement be, and they hereby are, authorized and approved,

FURTHER RESOLVED, that the Directors and Officers of Central be, and they hereby are, authorized and directed to execute and deliver the Agreement and to take all steps necessary or appropriate to implement the terms of the Agreement and to cause the Association to comply in all respects with the terms of the Agreement.

4. All members of the Board of Directors were present and voted at the meeting (except Michael E. Estey) and all members of the Board of Directors (except N/A) voted in favor of the resolutions;

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of Central Federal Savings & Loan Association of Rolla, Rolla, Missouri, on this 5th day of September, 2006.

(SEAL)

/s/
Name: Jeffrey C. McKune
Title: Secretary, Board of Directors