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WRITTEN AGREEMENT

THIS WRITTEN AGREEMENT ("Agreement") is made and is effective this 21st day of August, 1991, by and between Community Bank, A Federal Savings Bank, f/k/a First Federal Savings and Loan Association of LaPorte County, Michigan City, Indiana, (OTS No. 3229) ("Savings Association") for itself and any wholly owned or majority owned subsidiary, and the Office of Thrift Supervision ("OTS"). This Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Savings Association. It is understood and agreed that the Agreement is a "written agreement" entered into with the OTS within the meaning of 12 U.S.C. Section 1818, as amended.

WHEREAS, the OTS is of the opinion that the Savings Association has not complied with certain of the regulations (as specifically referred to in this Agreement) to which the Savings Association is subject in conducting the business of the Savings Association thereby providing grounds for the initiation of administrative proceedings against the Savings Association by the OTS, pursuant to 12 U.S.C. Section 1818(b); and

WHEREAS, the OTS is willing to forbear from the initiation of the referenced administrative proceedings pursuant to 12 U.S.C. Section 1818(b) against the Savings Association with respect to matters specifically covered by this Agreement so long as the Savings Association is in compliance with the provisions of this Agreement; and

WHEREAS, in the interest of regulatory compliance and cooperation, the Savings Association is willing to enter into this Agreement, without admitting or denying that grounds exist for the initiation of proceedings, as referred to above, to avoid the initiation of the referenced administrative proceedings by the OTS on the matters covered by this Agreement: and

NOW, THEREFORE, in consideration of the above-stated forbearance by the OTS from the initiation of the referenced administrative proceedings against the Savings Association pursuant to 12 U.S.C., Section 1818(b) it is agreed between the parties hereto as follows:

1. Board of Directors' Responsibilities

The Savings Association's Board of Directors shall adopt the comprehensive policies and procedures referred to in this Agreement, which policies and procedures shall be promptly implemented to effect the purpose and intent thereof.

Although the Savings Association is required by this Agreement to submit certain proposed actions, policies and procedures for the review or approval of the Deputy Regional Director of the OTS, the Board of Directors retains the ultimate responsibility for the

proper and safe and sound management of the Savings Association. To fulfill its fiduciary duty, the Board of Directors shall undertake the appropriate actions to determine, to the extent reasonably possible, that the Savings Association is safely and soundly managed, subject to the provisions of applicable law, regulations, policies and OTS approvals. The Savings Association's official minutes (including material documentation of the Board of Directors and its established committees) shall clearly reflect the level of decision making and supervision exercised over the Savings Association by the Board of Directors.

The Savings Association's Board of Directors shall take the appropriate actions as deemed reasonably necessary to effect compliance by the Savings Association with the provisions of this Agreement and shall monitor and review such compliance on a monthly basis at Board of Directors meetings. Such review shall be fully reflected in the minutes of Board of Directors meetings.

2. Business Plan

Within ninety (90) days of the date of this Agreement, the Board shall adopt a three year business plan ("Business Plan"). The Business Plan shall be promptly submitted to the Deputy Regional Director for written approval.

The Business Plan shall (i) specifically identify both the long term and short term goals of the Savings Association; (ii) set forth such goals both qualitatively and quantitatively; (iii) provide pro forma financial statements which shall include balance sheets and income statements, which shall be sufficiently detailed so as to identify proposed asset/liability changes; (iv) have sufficient narrative and detail so as to identify how targeted objectives will be achieved; and (v) provide a means to monitor whether the Savings Association is in compliance with the requirements of the Business Plan.

Management of the Savings Association shall provide a report to the Board of Directors on a quarterly basis of the Savings Association's progress toward meeting the objectives in the Business Plan, including a report comparing actual performance with the objectives of the Business Plan. This report shall be incorporated into the minutes of the Board meeting at which the respective report is reviewed.

The Business Plan shall be updated at least on an annual basis; however, the Deputy Regional Director in his or her sole discretion may request more frequent updates than annually. These updates shall accurately reflect changes or modifications in proposed strategies or unanticipated events.

The Board shall monitor and evaluate all policies to reasonably determine that all such policies are consistent with the Business Plan.

3. Retirement Plans

Within thirty (30) days of the date of this Agreement, the Savings Association shall terminate the Supplemental Retirement Agreements provided the Directors, or submit to the Deputy Regional Director, in writing, a modified Retirement Agreement for each member of the Board of the Savings Association. This modification of the Retirement Agreements shall provide that the members of the Board shall be entitled to participate in the Retirement Program of the Savings Association to the extent such participation shall not result, either directly or indirectly, in an increase in the cost to the Savings Association for the compensation to members of the Board.

4. Supplemental Executive Retirement Agreements

The Savings Association's Retirement Agreements shall be modified so as to comply with the provisions of 12 C.F.R. 563.39.

5. Consulting Agreement With President Heffernan

Within thirty (30) days of the date of this Agreement the Savings Association shall submit documentation to the Deputy Regional Director evidencing the termination of the Consulting Agreement between the Savings Association and Joseph Heffernan dated October 25, 1990 (the "Consulting Agreement"). Further, the Savings Association agrees not to voluntarily comply with the terms of the Consulting Agreement subsequent to the execution of this Agreement without the approval of the Deputy Regional Director.

6. Lease With Director Kominiarek

Within thirty (30) days of the date of this Agreement, the Savings Association shall submit documentation to the Deputy Regional Director evidencing the termination of the leasing arrangement previously entered into with Director Kominiarek. The Board further agrees not to voluntarily comply with the terms of the lease with Director Kominiarek subsequent to the execution of this Agreement.

7. Conflict of Interest

Within ninety (90) days of the date of this Agreement, the Board of Directors of the Savings Association shall adopt a Conflict of Interest Policy and shall submit such policy to the Deputy Regional Director for approval.

8. Warehouse Financing

Within thirty (30) days of the date of this Agreement, the Savings Association shall submit documentation to the Deputy Regional Director evidencing the adoption and implementation of a Warehouse Financing Policy which is consistent with 12 C.F.R. 563.170(c)(3). The Warehouse Financing Policy, which is subject

to the written approval of the Deputy Regional Director, shall address (i) credit and interest rate risk associated with the warehouse financing; (ii) procedures necessary to control warehousing financing activity; and (iii) the regulatory requirements of the warehouse financing activity.

Until the Warehouse Financing Policy is approved, the following interim requirements must be complied with:

- (1) The Savings Association shall require loan documentation which is consistent with 12 C.F.R. 563.170(c)(3)(i) on each loan funded by the Savings Association; and
- (2) The Savings Association shall perform and document credit analysis on each individual loan file.

9. Separate Corporate Existence

Within thirty (30) days of the date of this Agreement, the Savings Association shall implement procedures to identify the Savings Association's service corporation, Financial Services, Inc. ("FSI") as a separate entity.

The Savings Association shall (i) conduct the business of FSI in an area that is well identified and distinguishable from the area where the Savings Association's depository functions are performed; and (ii) clearly distinguish advertising by FSI from that of the Savings Association.

10. Miscellaneous

As used in this Agreement, the term "Board of Directors" or "Board" shall mean the Board of Directors of Community Bank, A Federal Savings Bank f/k/a First Federal Savings and Loan Association of LaPorte County, Michigan City, Indiana.

As used in the Agreement, the term "Savings Association" shall have the meaning as set forth in Section 2(4) of the Home Owners' Loan Act, as amended ("HOLA").

As used in this Agreement, the term "Deputy Regional Director" shall mean the Deputy Regional Director of the Indianapolis Office of the Central Region of OTS or any other official designated to perform the function by the Deputy Regional Director of OTS, or by the Director of OTS or its successor.

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.

Materials required to be sent to the OTS pursuant to this Agreement shall be mailed to: Deputy Regional Director, Office of Thrift Supervision, 8250 Woodfield Crossing Boulevard, Suite 305, Indianapolis, Indiana 46240.

