

AGREEMENT

This Agreement ("Agreement") is made and is effective this 16th day of SEPTEMBER, 1991 ("Effective Date"), by and between the North Cincinnati Loan and Building Company, Cincinnati, Ohio ("North Cincinnati"), for itself and any controlled 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 North Cincinnati. It is understood and agreed that this Agreement is a "written agreement" entered into with the OTS within the meaning of 12 U.S.C. § 1818 (b) (1) and (i) (2).

Without admitting any alleged violations of law or regulation, North Cincinnati, nevertheless, in the interest of regulatory cooperation, is willing to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Management Succession

The board of directors shall appoint a committee of outside directors who shall perform an analysis of the organizational structure and the abilities of senior management to continue to effectively manage North Cincinnati in a safe and sound manner. Evaluations will be performed for the Chief Executive Officer and other officer level employees. Based upon the conclusions of its review, the board shall adopt and implement a formal written management succession plan and an organizational chart, which must be approved in writing by the Deputy Regional Director or designee prior to

its implementation. The organization chart must provide sufficient detail to explain the duties, responsibilities and authorities of each employee at a manager level or above. Such plan shall be submitted to the Deputy Regional Director or designee within 90 days of the date of this Agreement. Such committee shall also analyze the present compensation and fees paid to directors and make a recommendation to the board and to the Deputy Regional Director or designee within the above 90-day time frame.

2. Business Plan

The board of directors, within 90 days of the date of this Agreement, shall develop and submit a comprehensive three-year business plan to the Deputy Regional Director or designee for approval. At a minimum, the plan must address and contain the following:

- a. Financial projections and assumptions demonstrating the institution's strategies to improve and maintain profitability and to meet capital requirements;
- b. Specific strategies designed to prudently control the institution's interest rate risk exposure;
- c. Specific goals regarding the desired mix of assets and liabilities by type and maturity, with a discussion of how and when such goals will be attained;
- d. Detail the financial impact of the newly constructed main office building and any other proposed facilities; and
- e. Specific plans for meeting the credit needs of the institution's delineated communities.

North Cincinnati shall not make material modifications to such plan without the prior written approval of the Deputy Regional Director or designee.

3. Audit

North Cincinnati shall not use the same individuals in the same accounting firm for both consulting and audit services.

4. Board Meetings

The board of directors of North Cincinnati shall continue to meet at least once a month to review the prior month's operations, and if appropriate consider the need for policy changes, evaluate management's compliance with the above business plan, statutory and regulatory requirements, as well as existing board policies and procedures. North Cincinnati will submit its board minutes to the Deputy Regional Director or designee within thirty days of the date of each meeting.

5. Branches

North Cincinnati shall not expend, or commit to expend, funds for the purchase or relocation of a new branch office without the prior approval of the Deputy Regional Director or designee, other than the relocation of the Vine Street Office provided that the cost of the new location shall not be more than the cost of the current location on an annual basis.

6. Compliance

The board of directors shall develop a detailed written program of compliance. This compliance program shall be submitted to the Deputy Regional Director for approval within 120 days of the effective date of this Agreement.

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 the rules and regulations adopted by the OTS (including, without limitation, Chapter V of Title 12 C.F.R.). Any such technical words or terms used in this Agreement and undefined in said rules and regulations shall have meanings that accord with the best custom and usage in the thrift industry.

This Agreement shall remain in effect until terminated, modified, or suspended by the OTS, acting through the Deputy Regional Director or his designee.

IN WITNESS WHEREOF, the OTS, acting through its Deputy Regional Director, and North Cincinnati, by its board of directors, have executed this Agreement on the date first above written.

OFFICE OF THRIFT SUPERVISION

NORTH CINCINNATI LOAN
AND BUILDING COMPANY
CINCINNATI, OHIO

Jerry M. Benham
Deputy Regional Director
Cincinnati Office

15/1
Director

15/1
Director