AGREEMENT BY AND BETWEEN
Dearborn FSB
Dearborn, Michigan
and
The Office of the Comptroller of the Currency

AA-CE-2025-2

Dearborn FSB, Dearborn, Michigan ("Bank") and the Office of the Comptroller of the Currency ("OCC") wish to assure the safety and soundness of the Bank and its compliance with laws and regulations.

The Comptroller of the Currency ("Comptroller") has found unsafe or unsound practice(s), including those relating to compliance management, fair lending risk management, insider activities, and compensation practices; violations of law relating to recordkeeping; and noncompliance with guidelines relating to compensation practices.

Therefore, the OCC, through the duly authorized representative of the Comptroller, and the Bank, through its duly elected and acting Board of Directors ("Board"), hereby agree that the Bank shall operate at all times in compliance with the following:

ARTICLE I

JURISDICTION

(1) The Bank is an "insured depository institution" as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a Federal savings association within the meaning of 12 U.S.C. § 1813(q)(1)(C), and is chartered and examined by the OCC. *See* 12 U.S.C. §§ 1461 *et seq.*, 5412(b)(2)(B).

(3) The OCC is the "appropriate Federal banking agency" as that term is defined in 12 U.S.C. § 1813(q).

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within sixty (60) days of the date of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) members, of which a majority shall be directors who are not employees, officers, or controlling shareholders of the Bank or any of its subsidiaries or affiliates, or family members of any such person. The Board shall submit in writing to the Assistant Deputy Comptroller ("ADC") the names of the members of the Compliance Committee within ten (10) days of their appointment. In the event of a change of the membership, the Board

shall submit in writing to the ADC within ten (10) days the name of any new or resigning committee member. The Compliance Committee shall monitor and oversee the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall meet at least quarterly and maintain minutes of its meetings.

(2) Within ninety (90) days of the date of this Agreement, and thereafter within thirty (30) days after the end of each quarter, the Compliance Committee shall submit to the Board a written progress report setting forth in detail:

(a) a description of the corrective actions needed to achieve compliance with each Article of this Agreement;

(b) the specific corrective actions undertaken to comply with each Article of this Agreement; and

(c) the results and status of the corrective actions.

(3) Upon receiving each written progress report, the Board shall forward a copy of the report, with any additional comments by the Board, to the ADC within ten (10) days of the first Board meeting following the Board's receipt of such report.

ARTICLE III

STRATEGIC PLAN

(1) Within ninety (90) days of the date of this Agreement, the Board shall submit to the ADC for review and prior written determination of no supervisory objection an acceptable written strategic plan for the Bank, covering at least a three-year period ("Strategic Plan"). The Strategic Plan shall establish objectives for the Bank's overall risk profile, earnings performance, growth, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, and product line development, and market segments that the Bank intends to promote or develop, together with strategies to achieve those objectives, and shall, at a minimum, include:

(a) the strategic goals and objectives to be accomplished, including key financial indicators, risk tolerances, and realistic strategies to improve the overall condition of the Bank;

(b) a risk profile that evaluates credit, interest rate, liquidity, price, operational, compliance, strategic, and reputation risks in relationship to capital;

(c) an assessment of the Bank's strengths, weaknesses, opportunities and threats that impact its strategic goals and objectives;

(d) an evaluation of the Bank's internal operations, staffing requirements, board and management information systems, policies, and procedures for their adequacy and contribution to the accomplishment of the strategic goals and objectives developed under paragraph (1)(a) of this Article;

(e) a management employment and succession plan designed to promote adequate staffing and continuity of capable management;

(f) a realistic and comprehensive budget that corresponds to the Strategic Plan's goals and objectives;

(g) an action plan to improve and sustain the Bank's earnings and accomplish identified strategic goals and objectives;

(h) a financial forecast to include projections for significant balance sheet and income statement accounts and desired financial ratios over the period covered by the Strategic Plan;

(i) a detailed description and assessment of major capital expenditures required to achieve the goals and objectives of the Strategic Plan;

(j) an identification and prioritization of initiatives and opportunities, including timeframes that comply with the requirements of this Agreement;

(k) a description of the Bank's target market(s), competitive factors in its identified target market(s), and controls systems to mitigate risks in the Bank's target market(s);

(l) an identification and assessment of the present and planned product lines (assets and liabilities) and the identification of appropriate risk management systems to identify, measure, monitor, and control risks within the product lines;

(m) concentration limits commensurate with the Bank's strategic goals and objectives and risk profile;

(n) assigned roles, responsibilities, and accountability for the strategic planning process; and

(o) a description of systems and metrics designed to monitor the Bank's progress in meeting the Strategic Plan's goals and objectives.

(2) If the Strategic Plan under paragraph (1) of this Article includes a proposed sale or merger of the Bank, the Strategic Plan shall, at a minimum, address the steps that shall be taken and the associated timeline to effect the implementation of that alternative.

(3) Within thirty (30) days following the Board's receipt of the ADC's written determination of no supervisory objection to the Strategic Plan or to any subsequent update or amendment to the Strategic Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Strategic Plan and any amendments thereto. The Board shall review the effectiveness of the Strategic Plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Strategic Plan as needed or directed by the OCC. Any update or amendment to the Strategic Plan must be submitted to the ADC for review and prior written determination of no supervisory objection.

(4) Until the Strategic Plan required under this Article has been submitted by the Bank for the ADC's review, has received a written determination of no supervisory objection from the ADC, and has been adopted by the Board, the Bank shall not significantly deviate from the products, services, asset composition and size, funding sources, structure, operations, policies, procedures, and markets of the Bank that existed immediately before the effective date of this Agreement without first obtaining the ADC's prior written determination of no supervisory objection to such significant deviation.

(5) The Bank may not initiate any action that significantly deviates from a Strategic Plan (that has received written determination of no supervisory objection from the ADC and has been adopted by the Board) without a prior written determination of no supervisory objection from the ADC.

(6) Any request by the Bank for prior written determination of no supervisory objection to a significant deviation described in paragraphs (4) or (5) of this Article shall be submitted in writing to the ADC at least thirty (30) days in advance of the proposed significant deviation. Such written request by the Bank shall include an assessment of the effects of such proposed change on the Bank's condition and risk profile, including a profitability analysis and an evaluation of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls, and written policies and procedures to identify, measure,

monitor, and control the risks associated with the proposed change.

(7) For the purposes of this Article, changes that may constitute a significant deviation include, but are not limited to, a change in the Bank's markets, marketing strategies, products and services, marketing partners, underwriting practices and standards, credit administration, account management, collection strategies or operations, fee structure or pricing, accounting processes and practices, asset composition and size, or funding strategy, any of which, alone or in the aggregate, may have a material effect on the Bank's operations or financial performance; or any other changes in personnel, operations, or external factors that may have a material effect on the Bank's operations or financial performance.

(8) Within thirty (30) days after the end of each quarter, a written evaluation of the Bank's performance against the Strategic Plan shall be prepared by Bank management and submitted to the Board. Within thirty (30) days after submission of the evaluation, the Board shall review the evaluation and determine the corrective actions the Board will require Bank management to take to address any identified shortcomings. The Board's review of the evaluation and discussion of any required corrective actions to address any identified shortcomings shall be documented in the Board's meeting minutes. Upon completion of the Board's review, the Board shall submit to the ADC a copy of the evaluation as well as a detailed description of the corrective actions the Board will require the Bank to take to address any identified shortcomings.

ARTICLE IV

APPOINTMENT OF NEW DIRECTOR(S)

(1) Within thirty (30) days of the date of this Agreement, the Board shall identify and provide written notice to the ADC of a least one (1) new independent director. As used in this paragraph, the term "independent director" means a person who is not: an officer or employee of the Bank; a director, officer or employee of any affiliate of the Bank; a director, officer or employee of any related interest (as that term is defined in 12 C.F.R. Part 215) of any current director; and who is not a relative of any such person described above.

(2) The Board shall comply with the prior notice requirements of 12 U.S.C. § 1831i and 12 C.F.R. § 5.51 when selecting an individual to serve as director of the Bank. This written notice shall be filed pursuant to 12 U.S.C. § 1831i and 12 C.F.R. § 5.51 and contain the information required by 12 C.F.R. § 5.51 (notice forms and instructions in the "Changes in

Directors and Senior Executive Officers" and "Background Investigations" booklets of the Comptroller's Licensing Manual).

(3) The ADC shall have the power to disapprove the appointment of the proposed new director. However, the lack of disapproval of such individual shall not constitute an approval or endorsement of the proposed director.

(4) If the Board is unable to identify any qualified director candidate(s) and provide the prior written notice required by 12 U.S.C. § 1831i and 12 C.F.R. § 5.51 within thirty (30) days of the date of this Agreement, the Board shall immediately provide the ADC with a written summary and documentation of its efforts to identify such candidates. Thereafter, the Board shall provide quarterly written reports to the ADC summarizing and documenting its continuing efforts to identify such candidates.

ARTICLE V

BOARD AND MANAGEMENT OVERSIGHT STUDY

(1) Within one-hundred eighty (180) days of this Agreement, the Board shall take the necessary steps to eliminate the deficiencies in management leadership and Board oversight as described in the Report of Examination dated December 10, 2024 ("2024 ROE"), to include specific actions for attaining the necessary management expertise and Board involvement to return the Bank to a safe and sound condition.

(2) Within sixty (60) days of this Agreement, the Board shall employ an independent outside management consultant ("Consultant").

(3) Prior to the appointment or employment of any consultant or entering into any contract with a consultant, the Board shall submit the name and qualifications of the proposed consultant and the proposed terms of employment to the ADC for a prior written determination of no supervisory objection.

(4) Within ninety (90) days of the receipt of the written determination of no supervisory objection to the proposed consultant, the Consultant shall complete a study of current management and Board supervision presently being provided to the Bank, the Bank's management structure, and its staffing requirements, in light of the Bank's present condition. The findings and recommendations of the Consultant shall be set forth in a written report (the "Board and Management Study") to the Board. At a minimum, the Board and Management Study shall contain:

(a) the identification of present and future management and staffing requirements of each area of the Bank, with particular emphasis given to Board oversight and senior management;

(b) a detailed written description of:

  (i) the Bank's corporate governance and decision-making process;

  (ii) the Bank's committees and the structure and purpose of each committee;

  (iii) organizational chart; and

  (iv) job descriptions for all executive officers;

(c) an evaluation of each senior manager's knowledge, skills, abilities and a determination of whether each of these individuals possesses the experience and other qualifications required to perform present and anticipated duties of the position;

(d) an evaluation of the responsibility for present weaknesses in the Bank's condition;

(e) the effectiveness of the Bank's committees, corporate governance and decision-making process;

(f) recommendations as to whether management, staffing and structural changes should be made, including the need for additions to, or deletions from, the current management team;

(g) recommendations as to whether further changes to Board composition should be made, in addition to the appointment of at least one new outside director as required by Article IV of this Agreement;

(h) objectives by which management's and the Board's effectiveness will be measured;

(i) a training program to address identified weaknesses in the skills and abilities of the Bank's staff and management team;

(j) an evaluation of current lines of authority, reporting responsibilities and delegation of duties for all officers, including identification of any overlapping duties or responsibilities;

(k) a recommended organization chart that clearly reflects areas of responsibility and lines of authority for all officers;

(l) an assessment of whether Board members are receiving adequate information on the operation of the Bank to enable them to fulfill their fiduciary duties and other responsibilities under law;

(m) an assessment of the Board's strengths and weaknesses along with a director education program designed to strengthen identified weaknesses;

(n) recommendations to ensure the Board exercises proper oversight over the affairs of the Bank; and

(o) recommendations to correct or eliminate any other deficiencies in the supervision or organizational structure of the Bank.

(5) Within five (5) days of completion of the Board and Management Study, a copy shall be forwarded to the ADC for a prior written determination of no supervisory objection.

(6) Within thirty (30) days of receipt of the ADC's no objection to the Board and Management Study, the Board shall prepare and submit a Board and management plan to address the deficiencies noted in the Board and Management Study to the ADC for a prior written determination of no supervisory objection. The Board and Management Plan shall include the recommendations made in the Board and Management Study.

(7) Subsequent to the receipt of the ADC's non-objection to the Board and Management Plan, the Board at its next regularly scheduled monthly meeting shall adopt, implement and thereafter ensure adherence to the Board and Management Plan.

ARTICLE VI

CONSUMER COMPLIANCE PROGRAM

(1) Within sixty (60) days of the date of this Agreement, the Board shall submit to the ADC for review and prior written determination of no supervisory objection an acceptable written Consumer Compliance Program designed to ensure the Bank is operating in compliance with all applicable consumer protection laws and regulations.

(2) The Consumer Compliance Program shall include, at a minimum:

(a) A requirement to maintain sufficient staff and expertise to effectively manage the Bank's compliance function and periodic (no less than annual) evaluation of the number and expertise of current staff to determine whether additional staff is needed;

(b) A written description of the duties and responsibilities of the Compliance Officer;

(c) A training program that includes:

  (i) Periodic training of all appropriate Bank personnel in the requirements of applicable federal and state consumer protection laws and regulations; and

  (ii) Periodic assessment of the adequacy of job specific training.

(d) Appropriate policies and procedures to ensure compliance with applicable consumer laws and regulations, including:

  (i) Procedures for ensuring appropriate documentation is retained, including communications with borrowers, relevant dates, any notes, and any additional supporting documentation, to support underwriting decisions (approved, denied, withdrawals, and approved but not accepted), pricing decisions, and significant changes made to the file to ensure compliance with relevant consumer lending laws and regulations;

  (ii) Procedures for reviewing all marketing activities and advertisements to ensure factual accuracy and compliance with consumer laws and regulations, including but not limited to Regulation Z and Section 5(a) of the Federal Trade Commission Act;

  (iii) Procedures for reviewing and aggregating customer complaints from all sources to effectively identify the root cause of complaints and identify patterns of potential unfairness, abuse, or deceptiveness; and

  (iv) Fair lending monitoring procedures that:

(A) Identify and monitor trends of potential disparate treatment in pricing, discount points, and pricing exceptions, including appropriate regression analyses to identify possible outliers;

(B) Require a report of findings to be presented to the Board at least annually; and

(C) Provide for the development and implementation of action plans to address any disparities identified in the statistical analysis.

(e) Periodic reviews of all consumer compliance policies and procedures and timely action to address any identified deficiencies;

(f) Consumer compliance information systems to measure, track, and report risk, and to escalate significant compliance concerns to senior management and the Board;

(g) Adequate internal controls to ensure appropriate Board and management oversight of the Bank's consumer compliance program and the Bank's compliance with consumer protection laws and regulations;

(h) A compliance monitoring program that is founded on an appropriate risk assessment process and that identifies and documents violations of consumer laws and regulations, determines the root causes, and identifies corrective actions in a timely manner; and

(i) Procedures to ensure that exceptions noted in the audit reports are corrected and responded to by the appropriate Bank personnel in a timely manner.

(3) Within thirty (30) days following receipt of the ADC's written determination of no supervisory objection to the Consumer Compliance Program or to any subsequent amendment to the Consumer Compliance Program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall implement and thereafter ensure adherence to the Consumer Compliance Program. The Board shall review the effectiveness of the Consumer Compliance Program at least annually, and more frequently if necessary or required by the OCC in writing, and shall require that the Program be amended as needed or directed by the OCC.

Any amendment to the Consumer Compliance Program must be submitted to the ADC for review and prior written determination of no supervisory objection.

ARTICLE VII

COMPENSATION PROGRAM

(1) Within sixty (60) days of the date of this Agreement, the Board shall identify an independent third party to perform a review and evaluation of the Bank's compensation program for all Bank officers and directors. Prior to engaging the independent third party, the Board shall submit the name and qualifications of the independent third party, and a copy of the proposed contract with the independent third party, to the ADC for prior written determination of no supervisory objection. The independent third party must complete and submit a written report to the Board within ninety (90) days of the Board's receipt of the ADC's written determination of no supervisory objection. Immediately following completion, the Bank shall submit the results of the independent third party's review and evaluation to the ADC. At a minimum, and in writing, the independent third party shall review and evaluate the reasonableness of all compensation, whether direct or indirect, for each officer and director, including individual components (e.g., base salary, fees, etc.), expense reimbursements, and other benefits (e.g., insurance, retirement, leave, travel allowances, etc.) to ensure that compensation for each officer and director, at a minimum:

(a) Is market-based, reasonable, and proportionate to the services rendered;

(b) Considers the condition of the Bank;

(c) Is consistent with sound incentive compensation practices (refer to "Incentive Compensation: Interagency Guidance on Sound Incentive Compensation Policies" (OCC Bulletin 2010-24) for guidance);

(d) Is consistent with the guidelines set forth in Section III of the Interagency Guidelines Establishing Standards for Safety and Soundness, Appendix A of 12 C.F.R. Part 30.

(2) Within thirty (30) days of the receipt of the independent third party's report required under this Article, the Board shall develop a written plan to address the findings and recommendations noted in the independent third party's report. Thereafter, the Board shall implement and ensure adherence to the written plan.

(3) The Board shall review its compensation practices at least annually and ensure that they are consistent with the guidelines set forth in Section III of Appendix A to 12 C.F.R. Part 30.

(4) A committee of the Board, comprised solely of independent directors, shall review and approve all compensation and benefits for all officers and directors, including the payment of any salary, consulting fee, expense reimbursement, or any other type of compensation, whether direct or indirect. The committee shall ensure compensation and benefits for all officers and directors are consistent with Board-approved policies. Any variances from Board-approved policies shall be reported to the ADC, within thirty (30) days of discovery, together with a statement of any action taken by the Board to address payments made and actions taken in contravention of Board policies.

(5) All documentation supporting the payment of any salary, consulting fee, expense reimbursement, or any other type of compensation, whether direct or indirect, to any officer or director, shall be preserved in the Bank.

ARTICLE VIII

INSIDER TRANSACTIONS & RECORDKEEPING

(1) The Bank may enter into a business transaction with an insider only if the business transaction is:

(a) made on terms and under circumstances that are substantially the same, or at least as favorable to the Bank, as those prevailing at the time for comparable transactions with or involving other companies or individuals who are not insiders or related interests of insiders;

(b) made, in the absence of comparable transactions, on reasonable commercial terms entered into in good faith and reflecting comparable service fees payable to similarly situated service providers (for example, professional service contracts);

(c) preceded by a finding by the Board that the primary purpose of the business transaction is to further the best interests of the Bank; and

(d) approved in advance by a majority of the entire Board, not merely a quorum thereof, with any interested insider abstaining from voting and participating directly or indirectly in the deliberations regarding the approval.

(2) Within thirty (30) days of the date of this Agreement, the Board shall maintain adequate, centralized records of all business transactions with insiders in a form and manner that will enable easy, independent review. These records shall identify all insiders and shall also:

(a) specify the names of the parties to the transaction other than the Bank;

(b) state the relationship of the parties to the Bank;

(c) provide a brief description of the transaction and its terms; and

(d) provide a notation of the approval of the transaction by the Board including the vote of each director and the bases for any dissenting or abstaining votes.

(3) The Board shall require each executive officer, director and principal shareholder to provide at least annually and in writing, a listing of the preceding parties' respective related interests as defined in 12 C.F.R. Part 215. The list of these persons' related interests shall be maintained by the Board and any changes to these listings of related interests shall be promptly reported to the Board and reflected in the centralized records.

ARTICLE IX

INTERNAL AUDIT

(1) Within ninety (90) days of the date of this Agreement, the Bank shall develop and the Board shall adopt an acceptable, independent, comprehensive, written internal audit program that adequately assesses controls and operations to allow the Board and management to understand the sufficiency of the Bank's internal controls system ("Internal Audit Program").

(2) Management shall ensure the Internal Audit Program complies with the standards for internal audit systems set forth in Section II.B of the Interagency Guidelines Establishing Standards for Safety and Soundness, Appendix A to 12 C.F.R. Part 30. Refer to the "Internal and External Audits" booklet of the Comptroller's Handbook for related safe and sound principles. The Internal Audit Program shall incorporate standards of safety and soundness that are commensurate with the Bank's size, complexity, scope of activities, and risk profile and shall, at a minimum:

(a) provide an objective, independent review and evaluation of the Bank's activities, internal controls, and management information systems;

(b) require the development of an annual risk assessment of the Bank's auditable areas, with annual documented Audit Committee approval of the risk assessment;

(c) require the development of an internal audit plan that is risk-based and provides adequate audit scope, coverage, and frequency for all areas of the Bank, with annual documented Audit Committee approval of the internal audit plan and Audit Committee notification of any material variance from the plan. Audit scope must cover:

   (i) compliance risk management functions, including management structure and effectiveness, board reporting, and the effectiveness of internal controls to mitigate violations of law and regulations.

   (ii) allowance for credit losses (ACL) risk management, policy, and methodology; and

   (iii) insider activities, including identification and documentation of related interests, fees paid to insiders, and insider-related recordkeeping.

(d) address the use of third-parties to complete any internal audit activities, including documented Audit Committee approval of selection and termination of third-parties; refer to OCC Bulletin 2023-17, "Third-Party Relationships: Interagency Guidance on Risk Management," for related safe and sound principles;

(e) evaluate the reliability, adequacy, and effectiveness of the Bank's internal controls system, whether operated by the Bank or a third-party, and identify the root cause of identified deficiencies;

(f) evaluate whether the Bank's internal controls system results in prompt and accurate recording of transactions and proper safeguarding of assets;

(g) determine whether the Bank complies with laws and regulations and adheres to its established policies, procedures, and processes;

(h) require all internal audits to be supported through adequate transaction testing, which includes documenting the transaction testing methodology, sample size, the accounts and names selected for testing, the documents reviewed as part of the testing, and the results of transaction testing;

(i) require management to take appropriate and timely steps to address control deficiencies and audit report recommendations and report its validated progress to the Audit Committee on at least a monthly/quarterly basis and require the Audit Committee to make a documented determination of whether the actions taken by management are satisfactory;

(j) require all internal audit reports to be in writing and distributed directly, not through any intervening party, to the Audit Committee in a timely manner after audit completion; and

(k) require audit work papers and documentation that provides a meaningful audit trail and validation for audit findings, conclusions, and recommendations.

(3) The Board shall provide effective oversight of the Internal Audit Program, including:

(a) verifying that management has adequately staffed the internal audit function, using internal resources and/or third-parties, with respect to both the number of auditors required and their knowledge, skills, and experience;

(b) verifying the internal audit function is independent and objective. The person responsible for implementing the Internal Audit Program shall functionally report directly to the Audit Committee, which shall direct his or her activities, set compensation, and evaluate performance;

(c) verifying management's actions to address material weaknesses in a timely manner and, where appropriate, directing management to take additional action; and

(d) verifying management satisfies all statutory, regulatory, and supervisory requirements.

(4) The internal audit staff shall have access to any records necessary for the proper conduct of its activities. The OCC shall have access to all reports and work papers of the internal audit staff and any third parties providing internal audit service.

(5) Upon adoption of the Internal Audit Program, Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Internal Audit Program and any amendments thereto. The Board shall review the effectiveness of the Internal Audit Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Internal Audit Program as needed or directed by the OCC.

ARTICLE X

GENERAL BOARD RESPONSIBILITIES

(1) The Board shall ensure that the Bank has timely adopted and implemented all corrective actions required by this Agreement, and shall verify that the Bank adheres to the corrective actions and they are effective in addressing the Bank's deficiencies that resulted in this Agreement.

(2) In each instance in which this Agreement imposes responsibilities upon the Board, it is intended to mean that the Board shall:

(a) authorize, direct, and adopt corrective actions on behalf of the Bank as may be necessary to perform the obligations and undertakings imposed on the Board by this Agreement;

(b) ensure that the Bank has sufficient processes, management, personnel, control systems, and corporate and risk governance to implement and adhere to all provisions of this Agreement;

(c) require that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities pertaining to or resulting from this Agreement;

(d) hold Bank management and personnel accountable for executing their duties and responsibilities pertaining to or resulting from this Agreement;

(e) require appropriate, adequate, and timely reporting to the Board by Bank management of corrective actions directed by the Board to be taken under the terms of this Agreement; and

(f) address any noncompliance with corrective actions in a timely and appropriate manner.

ARTICLE XI

OTHER PROVISIONS

(1) As a result of this Agreement, pursuant to 12 C.F.R. § 5.51(c)(7)(ii), the Bank is in "troubled condition," and is not an "eligible bank/savings association" for purposes of 12 C.F.R. § 5.3, unless otherwise informed in writing by the OCC.

(2) This Agreement supersedes all prior OCC communications issued pursuant to 12 C.F.R. §§ 5.3 and 5.51(c)(7)(ii).

ARTICLE XII

CLOSING

(1) This Agreement is intended to be, and shall be construed to be, a "written agreement" within the meaning of 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time.

(3) The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly authorized representative. If

the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, the Board or a Board-designee shall submit a written request to the ADC asking for the desired relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that warrant the desired relief or prevent the Bank from complying with the relevant provision(s) of the Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(4) The Bank will not be deemed to be in compliance with this Agreement until it has adopted, implemented, and adhered to all of the corrective actions set forth in each Article of this Agreement; the corrective actions are effective in addressing the Bank's deficiencies; and the OCC has verified and validated the corrective actions. An assessment of the effectiveness of the corrective actions requires sufficient passage of time to demonstrate the sustained effectiveness of the corrective actions.

(5) Each citation, issuance, or guidance referenced in this Agreement includes any subsequent citation, issuance, or guidance that replaces, supersedes, amends, or revises the referenced cited citation, issuance, or guidance.

(6) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(7) All reports, plans, or programs submitted to the OCC pursuant to this Agreement shall be forwarded, by overnight mail or via email, to the following:

ADC Suzanne Frazier

(8) The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his duly authorized representative, has hereunto set her signature on behalf of the Comptroller.

/s/ 1-16-25

Suzanne Frazier
Assistant Deputy Comptroller
Cleveland Office

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of Dearborn FSB have hereunto set their signatures on behalf of the Bank.

/s/	1-16-25
Robert Curran	Date
/s/	1.16.25
Timothy Ford	Date
/s/	1-16-25
Marty Heger, Jr.	Date
/s/	1-16-25
Timothy Lake	Date
/s/	1/16/25
Robert Varty	Date
William White	Date