AGREEMENT BY AND BETWEEN
Lincoln FSB of Nebraska
Lincoln, Nebraska
and
The Office of the Comptroller of the Currency

AA-WE-2024-61

Lincoln FSB of Nebraska, Lincoln, Nebraska ("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 the strategic plan, liquidity risk management, the contingency funding plan, interest rate risk management, and board oversight and corporate governance.

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 ten (10) days of the date of this Agreement, the Board shall submit to the Assistant Deputy Comptroller ("ADC") for review and prior written determination of no supervisory objection at least three (3) acceptable potential members of a Compliance Committee. Committee members shall be directors who are not employees or officers of the Bank or any of its subsidiaries or affiliates.

(2) Within ten (10) days following receipt of the ADC's written determination of no supervisory objection to the potential committee members, the Board shall appoint a Compliance Committee. The Compliance Committee shall consist of at least three (3) members. In the event of a change of the membership, the Board shall submit in writing to the ADC, copying the portfolio manager, within ten (10) days the name of any resigning or potential new committee member.

(3) 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.

(4) Within ninety (90) days of the date of this Agreement, and thereafter within sixty (60) 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.

(5) 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 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 strategic plan for the Bank, covering at least a three (3) 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, including identification and prioritization of initiatives and opportunities and tracking of progress in compliance with the requirements of this Agreement;

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

(c) 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;

(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 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; and

(f) assigned roles, responsibilities, and accountability for the strategic planning process.

(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. The Board shall review the effectiveness of the Strategic Plan and update the Strategic Plan to cover the next three-year period at least annually, and more frequently if

necessary or if required by the OCC in writing. The Board shall 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 Formal 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 sixty (60) 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

LIQUIDITY RISK MANAGEMENT

(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 Liquidity Risk Management Program ("Liquidity Program") for the Bank. The Liquidity Program shall provide for the identification, measurement, monitoring, and control of the Bank's

liquidity risk exposure, and shall emphasize the importance of cash flow projections, diversified funding sources, a cushion of highly liquid assets, robust liquidity stress testing scenario analyses, and a formal, well-developed contingency funding plan as primary tools for measuring and managing liquidity risk. For guidance, refer to OCC Bulletin 2010-13, “Interagency Policy Statement on Funding and Liquidity Risk Management,” (Mar. 2010); the “Addendum to the Interagency Policy Statement on Funding and Liquidity Risk Management: Importance of Contingency Funding Plans,” dated July 28, 2023; and the “Liquidity” booklet of the *Comptroller’s Handbook*.

(2) In addition to the general requirements set forth above, the Bank’s Liquidity Program shall, at a minimum:

(a) provide specific assigned accountability for development, execution, and oversight of liquidity risk management, including oversight by both the Board and senior management;

(b) include appropriate policies and procedures for identifying, measuring, monitoring, and controlling liquidity risk exposures, that includes at a minimum:

(i) assignment of accountability and processes for monitoring and managing intraday liquidity;

(ii) procedures to ensure that sufficient funds or access to funds exist to meet such cash flow needs under both expected and adverse conditions, including an adequate cushion to meet any unanticipated cash flow needs; and

(iii) procedures and reporting to assess the risks related to deposit runoff, rollovers, wholesale, and alternative funding sources;

(c) identify appropriate funding strategies and provide limits to manage and control liquidity risk that are commensurate with the Bank's complexity and business activities that considers internal and external factors that could affect the Bank's liquidity, that include at a minimum:

(i) limits or triggers placed on projected net cash flow positions over specified time frames under both expected and adverse business conditions that are based on realistic assumptions supported by sound historical economic data;

(ii) limits or triggers on funding mismatches and guidelines for minimum and maximum average maturity of the Bank's assets and liabilities (by category);

(iii) minimum levels of highly liquid assets;

(iv) minimum levels of committed and collateralized contingent funding sources to meet funding needs in both expected and adverse conditions, which are periodically tested to verify availability and operational capabilities;

(v) limits or triggers on the structure of short-term and long-term funding of the Bank's asset base, under both normal and stressed conditions;

(vi) limitations on funding concentrations and other strategies to ensure diversification of funding sources; and

(vii) limitations on contingent liabilities in aggregate and by individual category; and

(d) provide adequate risk measurement and monitoring systems, including processes and reporting to assess, on an ongoing basis, the Bank's current and projected funding needs, including the development of cash flow projections under both expected and adverse conditions, and considering the changes in depositor behavior, interest rates, and capital levels.

(3) Within thirty (30) days following receipt of the ADC's written determination of no supervisory objection to the Liquidity Program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and adhere to the Liquidity Program and any amendments or revisions thereto.

(4) Within thirty (30) days of the beginning of each calendar quarter, Bank management shall prepare, subject to review and approval by the Board and the Compliance Committee, a report identifying current liquidity requirements and sources for the quarter and projecting liquidity requirements and sources for the upcoming quarter period ("Periodic Liquidity Report") to enable the Board and the Compliance Committee to recognize longer-term liquidity needs. Copies of each Periodic Liquidity Report, and any Board comments, shall be forwarded to ADC within sixty (60) days of the beginning of each calendar quarter.

(5) The Board shall review the effectiveness of the Liquidity Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Liquidity Program as needed or directed by the ADC in writing. The Bank shall submit the revised Liquidity Program to the ADC for prior written determination of no supervisory objection. At the next Board meeting following receipt of the ADC's written determination of no

supervisory objection, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and adhere to the revised Liquidity Program and any amendments or revisions thereto.

ARTICLE V

CONTINGENCY FUNDING PLAN

(1) Within sixty (60) days of the date of this Agreement, the Bank shall submit to the ADC for review and prior written determination of no supervisory objection an acceptable written Contingency Funding Plan. Refer to the "Liquidity" booklet of the *Comptroller's Handbook.*

(2) The Contingency Funding Plan shall provide policies, procedures, action plans and projection reports to ensure the Bank's liquidity sources are sufficient to meet its needs under stress events, unexpected circumstances and ongoing adverse business conditions, to include, at a minimum:

(a) a definition of a liquidity crisis for the Bank;

(b) the identification of plausible stress events relating to internal and external events or circumstances, including systemic or market events, that could lead to a Bank liquidity crisis;

(c) determinations of how each identified stress event will affect the Bank's ability to obtain funding needs under different levels of severity;

(d) quantitative projection and evaluation of funding needs under each identified stress event;

(e) the identification of all potentially viable funding sources for addressing each identified stress event with a priority listing of preferred funding sources as well as alternative funding sources of incremental liquidity;

(f) processes that ensure the Bank maintains access and the operational capability to monetize all funding sources that are relied upon for each stress event;

(g) the identification of timely early warning triggers to alert management to potential liquidity problems;

(h) development of a detailed plan for addressing each identified early warning trigger and stress event;

(i) assigned management responsibility for implementation of all funding plan phases as well as the appointment of a qualified liquidity crisis management team and administrative structure;

(j) in the event of a liquidity crisis, preparation of weekly liquidity crisis reports to monitor the Bank's ability to meet its current and future liquidity needs, to include at a minimum:

  (i) funding capacity reports by funding type;

  (ii) funding source concentration reports;

  (iii) vault cash management reports;

  (iv) liquid asset levels including the fair value of unencumbered investment securities in available-for-sale and held-to-maturity portfolios, and the adequacy of established methods to monetize assets;

(v) levels and trends in uninsured deposits;

(vi) certificate of deposit breakage and early redemptions;

(vii) aggregate wire transfer activity levels and trends;

(viii) account runoff attributed to deposit rate restrictions;

(ix) reports describing alternative funding sources of incremental liquidity, including standby emergency sources of liquidity;

(x) information and reports on the stability, pricing and performance of the markets from which funds would be obtained; and

(xi) cash flow projections and run-off reports;

(k) an internal and external communication process, including:

(i) the identification of relevant report and other information for dissemination to various stakeholders that may include the Board, management, staff, and ADC;

(ii) processes and assigned responsibility for periodic reporting to the various stakeholders;

(iii) detailed plans and processes for controlling negative publicity, including assigned responsibility and plans for addressing customer concerns and negative publicity, including social media; and

(l) procedures to test components of the Contingency Funding Plan to assess its reliability under times of stress.

(3) Within thirty (30) days following receipt of the ADC's written determination of no supervisory objection to the Contingency Funding Plan or to any subsequent amendment to

the Contingency Funding Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Contingency Funding Plan. The Board shall review the effectiveness of the Contingency Funding Plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Contingency Funding Plan as needed or directed by the OCC. Any amendment to the Contingency Funding Plan must be submitted to the ADC for review and prior written determination of no supervisory objection.

ARTICLE VI

INTEREST RATE RISK MANAGEMENT

(1) Within sixty (60) days of the date of this Agreement, the Bank shall submit to the ADC for review and prior written determination of no supervisory objection an acceptable written Interest Rate Risk Program ("IRR Program"). Refer to the "Interest Rate Risk" booklet of the *Comptroller's Handbook*; OCC Bulletin 2010-1, "Interagency Advisory on Interest Rate Risk Management," (Jan. 2010); OCC Bulletin 2012-5, "Interest Rate Risk Management: FAQs on 2010 Interagency Advisory on Interest Rate Risk Management," (Jan. 2012); and the "Model Risk Management" booklet of the *Comptroller's Handbook*.

(2) The IRR Program shall include risk management systems to identify, measure, monitor, and control interest rate risk ("IRR"), to include at a minimum:

(a) the establishment of formal policies, procedures, and governance commensurate with the Bank's complexity and business activities, to include:

(i) the establishment of IRR appetite and risk management objectives with specific approved and prohibited strategies for managing IRR;

(ii) standards for measuring and monitoring IRR;

(iii) the frequency of IRR measurement;

(iv) determinations of how the Bank will measure the *quality* of IRR management; and

(v) procedures to monitor, escalate, and address any breaches of established IRR limits;

(b) accurate and timely risk identification which identify and quantify the major sources and types of IRR;

(c) IRR measurement systems that are not dependent on just one measurement system for estimating the Bank's IRR exposure that, at a minimum, estimates the Bank's short-term and long-term IRR exposure;

(d) the establishment of risk monitoring processes to provide sufficient information on which to base sound IRR management decisions from both an earnings and economic perspective with recognition and consideration of all risks (repricing, basis, yield-curve, and options), to include:

(i) limits on IRR exposures that considers the Bank's risk appetite, complexity of operations, earnings performance, liquidity position, and capital adequacy; and

(ii) IRR reporting standards and procedures that specify the frequency and types of reports senior management and the Board will use to monitor the Bank's IRR that address:

a. the level and trends of aggregate Bank IRR exposure;

b. whether management's strategies are within the Bank's established risk appetite and policy;

c. the sensitivity of any key assumptions;

d. whether the Bank holds sufficient capital for its level of IRR; and

e. whether management's major interest rate strategies balance risk with reward, including at a minimum, an evaluation of a potential adverse rate movement against the potential rewards of a favorable rate movement;

(e) requirements for retention of qualified personnel with sufficient authority and responsibility to manage and monitor IRR, which may include additional training or the addition of qualified staff;

(f) the establishment of controls over the impact of changes in interest rates on liquid asset valuations, including but not limited to, thresholds or triggers in asset valuation declines with specific action(s) to be taken by the Bank to ensure it maintains sufficient access to asset-based and liability-based liquidity to meet funding needs in both expected and adverse conditions, to include at a minimum, rapidly rising interest rate scenarios;

(g) an immediate evaluation and corrective action (as well as ongoing procedures) to ensure the Bank properly operates its IRR model;

(h) adequate and documented support for the reasonableness of assumptions used in the Bank's IRR model;

(i) periodic review and adjustment, when there are material changes to the Bank's balance sheet and otherwise, as needed, of the assumptions and inputs used in the Bank's IRR model, that includes sensitivity analysis and model stress testing, with appropriate documentation and governance that requires approval for changes;

(j) independent validation of the Bank's IRR model and processes when there are material changes to the Bank's balance sheet and otherwise, as needed, but in no event less than once in every eighteen (18) month period following the date of this Agreement;

(k) procedures to test the Bank's IRR model to compare, reconcile, and report actual performance to simulated results;

(l) procedures that require the Board to review and discuss the model test results required by this Article as they become available but in no event less than on an annual basis; and

(m) an annual review of the Bank's adherence to the IRR Program.

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

ARTICLE VII

<u>GENERAL BOARD RESPONSIBILITIES</u>

(1) Within sixty (60) days of this Agreement, the Board shall ensure that it receives and reviews sufficient information from management (including scope, frequency, timing and content), regarding the operation of the Bank and the Bank's compliance with this Agreement, to enable the Board to provide oversight and fulfill their fiduciary duties, other responsibilities under law, and in accordance with safe and sound standards. Refer to (i) the OCC's *The Directors Book: The Role of Directors for National Banks and Federal Savings Associations*; and (ii) the "Corporate and Risk Governance" booklet of the *Comptroller's Handbook*. At least annually, and more frequently if necessary or if required by the OCC in writing, the Board shall perform an assessment of the information that management provides to the Board to ensure that the Board receives adequate information from management on the operations of the Bank to enable the Board to effectively supervise the Bank and fulfill its fiduciary duties.

(2) At the next Board meeting immediately following the date of this Agreement, the Board must review the OCC's *Director's Reference Guide to Board Reports and Information* and document the discussion in the board minutes.

(3) The Board shall maintain a Lead Independent Director that has sufficient authority and expertise to ensure that the Bank is not subject to undue influence from any executive officer or director. The term "independent" means a person who is not an officer or employee of the Bank; who is not a director, officer, or employee of the Bank's affiliates; who is not a director, officer, or employee of the related interests, as defined in 12 C.F.R. § 215.2(n), of any current director or senior executive officer; and who is not a family member of any such person.

(4) The Board shall ensure that minutes of board meetings, board committee meetings, and executive sessions completely and accurately document the Board's review and discussion of material actions items, any action taken, follow-up items to be addressed at subsequent meetings, and any other issues that arise. Minutes shall be timely and presented for approval at the next meeting of the Board.

(5) Within sixty (60) days of this Agreement, and on an ongoing basis thereafter, the Board shall ensure that the Bank has competent management in place on a permanent and fulltime basis, including, but not limited to, its President or Chief Executive Officer, Chief Financial Officer, and other operational positions, vested with sufficient executive authority to fulfill the duties and responsibilities of the position, carry out the Board's policies, ensure the Bank's adherence to corporate governance and decision-making processes, ensure compliance with this Agreement, applicable laws, rules and regulations, and manage day-to-day operations of the Bank in a safe and sound manner within the scope of that position's responsibilities.

(6) A written assessment of the individual directors', and the overall Board's, strengths and weaknesses, including whether each director has the knowledge and skill to oversee the Bank's compliance with this Agreement, and the creation of a director education program designed to strengthen identified weaknesses.

(7) 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.

(8) 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 VIII

<u>BOARD OVERSIGHT AND CORPORATE GOVERNANCE</u>

(1) Within sixty (60) days of the date of this Agreement, the Bank shall submit to the ADC for review and prior written determination of no supervisory objection an acceptable written program to provide the overall direction, oversight, and corporate governance of the Bank ("Board Oversight and Corporate Governance Program").

(2) The Board Oversight and Corporate Governance Program shall, at a minimum, include:

(a) oversight of senior management's and directors' compensation and benefits, to include at a minimum:

(i) a process for Board review and decisioning for any senior management level employment contracts;

(ii) review of the appropriateness of each senior manager's and director's compensation, including salary and fee income, on an annual basis, with more frequent review if necessary or if required by the OCC in writing;

(iii) verification that senior management receives annual performance evaluations and that the results of such reviews, including determinations about the achievement of predetermined objectives, are considered in the decision about their total compensation and benefits;

(iv) establishment of compensation and benefits for the CEO that considers Board-established goals and objectives; and

(v) annual review to confirm that incentive compensation arrangements and aggregate Bank compensation levels are safe and sound;

(b) proper lines of authority, reporting responsibilities, and delegation of duties for all officers;

(c) procedures to ensure the Bank complies with the requirements of

12 C.F.R. § 5.51 for changes in directors and senior executive officers, if applicable, as well as the restrictions in 12 C.F.R. part 359 for golden parachute payments, if applicable, and indemnification payments;

(d) procedures to ensure the Bank maintains adequate internal controls and assigned accountability to monitor and hold management accountable for adherence to Bank policies and procedures; and

(e) procedures for the Board to periodically evaluate the size, composition, expertise, and independence of the Board, as well as individual Board member participation and contributions, with additions or other changes to the Board, as appropriate.

Refer to the "Corporate and Risk Governance" booklet of the *Comptroller's Handbook* for guidance.

(3) Within thirty (30) days following receipt of the ADC's written determination of no supervisory objection to the Board Oversight and Corporate Governance Program or to any subsequent amendment to the Board Oversight and Corporate Governance Program, the Board shall immediately adopt, implement and thereafter monitor adherence to the Board Oversight and Corporate Governance Program. The Board shall review the effectiveness of the Board Oversight and Corporate Governance Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Board Oversight and Corporate Governance Program as needed or directed by the OCC. Any amendment to the Board Oversight and Corporate Governance Program must be submitted to the ADC for review and prior written determination of no supervisory objection.

ARTICLE IX

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 ADC.

(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/

Jolene M. Schack
Assistant Deputy Comptroller

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

/s/	6/20/2024
Janet Anderbery	Date
/s/	6/20/2024
Richard Bredenkamp	Date
/s/	6/20/2024
Donald Ham	Date
/s/	6/20/2024
Paul Kardell	Date
/s/	6/20/2024
Leo J. Schumacher	Date
/s/	6/20/2024
Stanley E. Martin	Date
/s/	6/20/2024
Kyle Poppe	Date
/s/	6/20/2024
Michael J. Rierden	Date