

SUPERVISORY AGREEMENT

This Supervisory Agreement (Agreement) is made this 18th day of April, 2011, by and through the Board of Directors (Board) of Hopkins Bancorp, Inc., Baltimore, Maryland, OTS Docket No. H1397 (Holding Company) and the Office of Thrift Supervision (OTS), acting by and through its Regional Director for the Southeast Region (Regional Director);

WHEREAS, the OTS, pursuant to 12 U.S.C. § 1818, has the statutory authority to enter into and enforce supervisory agreements to ensure the establishment and maintenance of appropriate safeguards in the operation of the entities it regulates; and

WHEREAS, the Holding Company is subject to examination, regulation and supervision by the OTS; and

WHEREAS, based on its examination of the Holding Company, the OTS finds that the Holding Company has engaged in unsafe or unsound practices and/or violations of law or regulation; and

WHEREAS, in furtherance of their common goal to ensure that the Holding Company addresses the unsafe or unsound practices and/or violations of law or regulation identified by the OTS in the September 20, 2010 Report of Examination (ROE), the Holding Company and the OTS have mutually agreed to enter into this Agreement; and

WHEREAS, on April 15, 2011, the Holding Company's Board, at a duly constituted meeting, adopted a resolution (Board Resolution) that authorizes the Holding Company to enter into this Agreement and directs compliance by the Holding Company and its directors, officers, employees, and other institution-affiliated parties with each and every provision of this Agreement.

NOW THEREFORE, in consideration of the above premises, it is agreed as follows:

Transactions With Affiliates.

1. Effective immediately, the Holding Company shall not enter into any transaction or otherwise engage in any action that would cause its wholly owned banking subsidiary, Hopkins Federal Savings Bank, Baltimore, Maryland, OTS Docket No. 08196 (Association), to violate Regulation W, 12 C.F.R. Part 223 and 12 C.F.R. § 563.41.

Debt Limitations.

2. Effective immediately, the Holding Company shall not incur, issue, renew, or rollover any debt,¹ increase any current lines of credit, or otherwise incur any additional debt without receiving the prior written non-objection of the Regional Director. All written requests to the Regional Director shall include, at a minimum: a statement regarding the purpose of the debt; a copy of the debt agreement; the planned source(s) for debt repayment; and an analysis of the cash flow resources available to meet such debt repayment. The Holding Company's written request for non-objection shall be submitted to the Regional Director at least forty-five (45) days prior to the anticipated date of the proposed debt issuance, renewal, or rollover; the proposed increase in any current lines of credit; the proposed guarantee of the debt of any entity; or any other incurrence of additional debt.

Dividends and Other Capital Distributions.

3. Effective immediately, the Holding Company shall not declare or pay dividends or make any other capital distributions without receiving the prior written approval of the Regional Director in accordance with applicable regulations and regulatory guidance. The Holding Company's written request for approval shall be submitted to the Regional Director at least

¹ For purposes of this Paragraph of the Agreement, the term "debt" includes, but is not limited to: loans, bonds, cumulative preferred stock, hybrid capital instruments such as subordinated debt or trust preferred securities, and guarantees of debt; and does not include: liabilities that are incurred in the ordinary course of business to acquire goods and services and that are normally recorded as accounts payable under generally accepted accounting principles.

forty-five (45) days prior to the anticipated date of the proposed declaration, dividend payment or distribution of capital.

Directorate and Management Changes.

4. Effective immediately, the Holding Company shall comply with the prior notification requirements for changes in directors and Senior Executive Officers² set forth in 12 C.F.R. Part 563, Subpart H.

Golden Parachute and Indemnification Payments.

5. Effective immediately, the Holding Company shall not make any golden parachute payment³ or prohibited indemnification payment⁴ unless, with respect to each such payment, the Holding Company has complied with the requirements of 12 C.F.R. Part 359.

Employment Contracts and Compensation Arrangements.

6. Effective immediately, the Holding Company shall not enter into, renew, extend or revise any contractual arrangement relating to compensation or benefits for any Senior Executive Officer or director of the Holding Company, unless it first provides the Regional Director with not less than forty-five (45) days prior written notice of the proposed transaction. The notice to the Regional Director shall include a copy of the proposed employment contract or compensation arrangement or a detailed, written description of the compensation arrangement to be offered to such officer or director, including all benefits and perquisites. The Board shall ensure that any contract, agreement or arrangement submitted to the Regional Director fully complies with the requirements of 12 C.F.R. Part 359.

Association Oversight.

7. Effective immediately, the Holding Company shall ensure the Association's compliance

² The term "Senior Executive Officer" is defined at 12 C.F.R. § 563.555.

³ The term "golden parachute payment" is defined at 12 C.F.R. § 359.1(f).

⁴ The term "prohibited indemnification payment" is defined at 12 C.F.R. § 359.1(l).

with the terms of the Supervisory Agreement issued by the OTS to the Association effective April 18, 2011.

Effective Date.

8. This Agreement is effective on the Effective Date as shown on the first page.

Duration.

9. This Agreement shall remain in effect until terminated, modified or suspended, by written notice of such action by the OTS, acting by and through its authorized representatives.

Time Calculations.

10. Calculation of time limitations for compliance with the terms of this Agreement run from the Effective Date and shall be based on calendar days, unless otherwise noted.

Submissions and Notices.

11. All submissions to the OTS that are required by or contemplated by the Agreement shall be submitted within the specified timeframes.

12. Except as otherwise provided herein, all submissions, requests, communications, consents or other documents relating to this Agreement shall be in writing and sent by first class U.S. mail (or by reputable overnight carrier, electronic facsimile transmission or hand delivery by messenger) addressed as follows:

- (a) To the OTS⁵:
James G. Price, Regional Director
Attn: Robert A. Mitchell, Assistant Director
Office of Thrift Supervision, Southeast Region
1475 Peachtree Street, N.E.
Atlanta, GA 30309

⁵ Following the Transfer Date, *see* Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. Law No. 111-203, § 311, 124 Stat. 1520-21 (2010), all submissions, requests, communications, consents or other documents relating to this Order shall be directed to the Comptroller of the Currency, or to the individual, division, or office designated by the Comptroller of the Currency.

- (b) To the Holding Company:
Alvin M. Lapidus, Chairman
Hopkins Federal Savings Bank
134 Eaton Street
Baltimore, MD 21224-2425

No Violations Authorized.

13. Nothing in this Agreement shall be construed as allowing the Holding Company, its Board, officers or employees to violate any law, rule, or regulation.

OTS Authority Not Affected.

14. Nothing in this Agreement shall inhibit, estop, bar or otherwise prevent the OTS from taking any other action affecting the Holding Company if at any time the OTS deems it appropriate to do so to fulfill the responsibilities placed upon the OTS by law.

Other Governmental Actions Not Affected.

15. The Holding Company acknowledges and agrees that its execution of the Agreement is solely for the purpose of resolving the matters addressed herein, consistent with Paragraph 14 above, and does not otherwise release, discharge, compromise, settle, dismiss, resolve, or in any way affect any actions, charges against, or liability of the Holding Company that arise pursuant to this action or otherwise, and that may be or have been brought by any governmental entity other than the OTS.

Miscellaneous.

16. The laws of the United States of America shall govern the construction and validity of this Agreement.

17. If any provision of 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 or her sole discretion determines otherwise.

18. All references to the OTS in this Agreement shall also mean any of the OTS's predecessors, successors, and assigns.

19. The section and paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

20. The terms of this Agreement represent the final agreement of the parties with respect to the subject matters thereof, and constitute the sole agreement of the parties with respect to such subject matters.

Enforceability of Agreement.

21. This Agreement is a "written agreement" entered into with an agency within the meaning and for the purposes of 12 U.S.C. § 1818.

Signature of Directors/Board Resolution.

22. Each Director signing this Agreement attests that he or she voted in favor of a Board Resolution authorizing the consent of the Holding Company to the issuance and execution of the Agreement. This Agreement may be executed in counterparts by the directors after approval of execution of the Agreement at a duly called board meeting. A copy of the Board Resolution authorizing execution of this Agreement shall be delivered to the OTS, along with the executed original(s) of this Agreement.

WHEREFORE, the OTS, acting by and through its Regional Director, and the Board of the Holding Company, hereby execute this Agreement.

HOPKINS BANCORP, INC.
Baltimore, Maryland

OFFICE OF THRIFT SUPERVISION

By: /s/
Alvin M. Lapidus, Chairman

By: /s/
James G. Price
Regional Director, Southeast Region

Date: See Effective Date on page 1

 /s/
Richard Alter, Director

 /s/
Simone Cohen, Director

 /s/
Richard Azrael, Director

 /s/
Caryn L. Corenblum, Director

 /s/
Steven A. Cohen, Director

 /s/
Nancy L. Oring, Director

 /s/
Melissa J. Strohman, Director