

and OACU that it has no present claims against CCU or OACU –and therefore has no claims to release--pertaining to the conversions of CCU and OACU from credit unions to mutual savings banks that are not fully resolved by this Agreement.

2. The parties also agree as follows:
 - a. Within three (3) business days of the date of this Agreement, NCUA agrees to issue letters to CCU and OACU that approve their member votes to convert from credit unions to mutual savings banks. The letters will reflect NCUA's determination, as required by NCUA's regulations, that the vote was conducted in a fair and legal manner, and that applicants have complied with the requirements of the Federal Credit Union Act and the NCUA regulations. NCUA further agrees that it will cooperate in the process of completing the conversions of CCU and OACU.
 - b. Within three (3) business days of issuance of NCUA's letters set forth above, CCU will file, on behalf of the parties, a joint stipulation of dismissal pursuant to Federal Rule of Civil Procedure 41(a)(ii) that dismisses these claims with prejudice.
 - c. Based on a conversation with the Magistrate Judge on August 30, 2005, the parties understand that the Court will withdraw the August 24, 2005 Report and Recommendation.
 - d. Within ten (10) days after the effective date of the conversion of CCU and OACU to mutual savings banks, the board of directors of each mutual savings bank will certify to NCUA's Regional Director

that the transaction has been completed, an Office of Thrift Supervision charter has been issued, and Federal Deposit Insurance Corporation deposit insurance is effective. Within ten (10) days after receipt of those certifications, NCUA will cancel the credit union's insurance certificate and return the insurance deposits of CCU and OACU.

- e. Should a dispute arise regarding the implementation, interpretation or alleged breach of this Agreement, the parties shall not seek to rescind this Agreement on account of such dispute. The parties agree that they will attempt in good faith to resolve any issues that may arise regarding the implementation, interpretation or alleged breach of this Agreement or regarding any issues that may arise in connection with the completion of the conversions of CCU and OACU, and failing their ability to work such issues out by agreement, the parties agree that they will submit such dispute to Judge Schell (or Magistrate Judge Bush by order of Judge Schell) for resolution.
3. Each party will bear its own fees, costs, and expenses in the lawsuit.
4. The parties acknowledge and represent that, in executing this Agreement, they do not and have not relied upon any representations or statements, other than those contained within this Agreement, by the parties or their agents, officers, or representatives with regard to the subject matter, basis, or effect of this Agreement. As a joint product of the parties, the

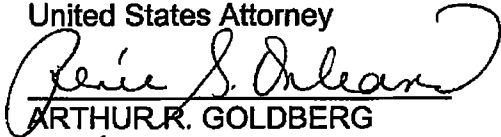
provisions of this Agreement shall not be construed against any party on the grounds of sole authorship.

5. This Agreement contains the entire agreement of the parties concerning the subject matter of the lawsuit. It may be modified, altered, or amended only by written instrument signed by all the parties hereto, or their counsel.
6. This Agreement shall be effective upon signature by each party's representative.
7. This Agreement does not constitute evidence or admission by either party as to any issue of law or fact raised by the lawsuit.
8. The parties agree and represent that they have thoroughly considered all aspects of this Agreement. The parties further agree and represent that their signatories have the authority to bind each party and that the parties are knowingly and voluntarily entering into this Agreement.
9. The Agreement binds the parties and their assigns, agents, and successors. This Agreement does not affect the rights, privileges, and/or obligations of third parties not signatories to this Agreement.

AGREED TO:

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Assistant Attorney General

MATTHEW D. ORWIG
United States Attorney



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DATED: 8/30/05

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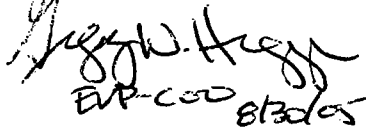
DATED: August 30, 2005

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DATED: August 30, 2005



Greg W. Hugg
EVP-CCU
8/30/05

Intervenor/Plaintiff OACU