

AGREEMENT

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This Agreement is made and is effective this 26 day of September, 1991, by and between MidFed Savings Bank, Middletown, Ohio, ("MidFed"), and the Office of Thrift Supervision ("OTS"), through its Deputy Regional Director for the Cincinnati District Office.

This Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of MidFed its directors, officers, employees, agents and service corporations. It is understood and agreed that this Agreement is a "written agreement" entered into with the Office of Thrift Supervision within the meaning of Section 8(b) and (i) of the Federal Deposit Insurance Act, 12 U.S.C. § 1818(b) and (i) (Supp. I 1989).

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

NOW THEREFORE, IT IS AGREED:

1. MidFed shall by February 28, 1993 increase its tangible capital, as reported to OTS in its quarterly thrift financial report ("TFR"), by an amount sufficient to bring the ratio of tangible capital to tangible assets to 5.0 percent or greater through the issuance of common stock for cash, or in some manner acceptable to the Deputy Regional Director of the Cincinnati Office or his designee ("Deputy Regional Director").

2. It is understood that MidFed has entered a formal agreement ("Merger Agreement"), to be acquired by, and merged into, Fifth Third

Bancorp, Cincinnati, Ohio ("Fifth Third"). Should the Merger Agreement be terminated without consummation of the acquisition, MidFed shall provide written monthly progress reports, beginning the first month following termination of the Merger Agreement, to the Deputy Regional Director which detail all efforts to increase its tangible capital.

3. MidFed agrees and acknowledges that it shall be subject to any and all changes and modifications to the capital regulations, currently defined in 12 C.F.R. Part 567, as amended which may require higher capital levels than that amount stated in Item 1 of this Agreement. MidFed's failure to meet such requirements shall be governed by such regulations and/or implementing procedures pursuant thereto.

4. MidFed shall not declare or pay any dividends or make any form of capital distribution, without the prior written approval of the Deputy Regional Director, until tangible capital is increased to the level described in Item 1 of this Agreement, or a subsequently higher regulatory required level as contemplated by Item 2 of this Agreement. Notwithstanding such restriction, should MidFed issue securities pursuant to Item 1 of this Agreement, the payment of dividends on such securities will be governed by the terms of any approval and 12 C.F.R. Part 563.134 as amended.

5. MidFed and its subsidiaries shall not fund or purchase, directly or indirectly, any loan or other extension of credit, except for the following types:

(a) loans in an amount of \$250,000 or less, which are secured by single-family homes located within 50 miles of the institution's main

office or any branch office, except that loans in excess of \$250,000 can be granted with the prior written approval of the Deputy Regional Director;

(b) consumer loans which, in aggregate, total no more than \$25,000 to one borrower;

(c) mortgage loans, participations, or mortgage-backed securities fully insured by the United States Government or its Agencies; or

(d) loans which are fully secured by the borrower's savings deposits.

6. MidFed shall, within 60 days from the date of this Agreement, develop a plan to reduce the total volume of adversely classified assets to a level acceptable to the Deputy Regional Director, and a specific plan for all classified assets with balances equal to or exceeding \$250,000, which provides sufficient detail to allow the reader to fully understand each asset and its known or potential problems, specific detail as to the optimum way to protect MidFed from loss, and adequate supporting rationale for the plan to be followed. The board of directors shall review and update this asset plan at least quarterly and shall submit a report of its review along with an update of the status of all classified assets with balances equal to or exceeding \$250,000 to the Deputy Regional Director immediately thereafter.

7. In the event that the Merger Agreement between MidFed and Fifth Third is terminated without consummation of the acquisition, the board of directors shall perform an analysis of MidFed's organizational structure and the abilities of senior management to effectively manage MidFed in a safe and sound manner. Evaluations will be performed for the Chief Executive Officer, President, and all officers, as defined by 12 C.F.R. 563.35 (1991). Based upon the conclusions of this review, the board shall

adopt a formal written Management Restructuring and Succession Plan and an Organizational Chart, which must be approved in writing by the Deputy Regional Director prior to its implementation. MidFed shall submit said plan to the Deputy Regional Director within 60 days following termination of the Merger Agreement.

8. The board of directors shall provide adequate and timely direction to MidFed's management through the development of comprehensive policies and procedures, and shall evaluate in writing, on a quarterly basis, senior management's progress and performance in implementing them.

9. MidFed and its subsidiaries shall not increase the compensation of the directors or officers as defined by 12 C.F.R. 563.35 (1991), without the prior written approval of the Deputy Regional Director. This limitation shall not have the effect of restricting MidFed's legally binding obligations under existing compensation plans or employment agreements.

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 Chapter V of Title 12 of the Code of Federal Regulations, Home Owners' Loan Act, Federal Deposit Insurance Act or OTS Memoranda, as amended, and all such technical words or terms used in this Agreement, and undefined by the statutes, rules and regulations, shall have meanings that accord with the best custom and usage in the savings and loan industry.

The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest. This Agreement shall remain in effect until terminated, modified, or suspended by the OTS, acting through its Deputy Regional Director or until such time as MidFed is acquired by, and merged into, Fifth Third.

IN WITNESS WHEREOF, the parties have executed this Agreement by their Board of Directors or designated agent. A certified copy of the resolution of the Board of Directors of MidFed authorizing the execution of this Agreement is attached hereto and made a part hereof.

OFFICE OF THRIFT SUPERVISION

MIDFED SAVINGS BANK
Middletown, Ohio
by a majority of its directors,

By: JS
Jerry M. Benham
Deputy Regional Director
Cincinnati District Office

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