

SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 22nd day of April, 1992, by and between Mutual Savings Bank, Jefferson City, Missouri, Docket No. 2295 (hereinafter referred to as "Mutual" or the "Institution"), and the Office of Thrift Supervision ("OTS"). This Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Institution and the OTS. It is understood and agreed that this Agreement is a "written agreement" entered into with the OTS within the meaning of 12 U.S.C. §§ 1818(b) and (i), as amended.

WHEREAS, the OTS is of the opinion that Institution has violated certain of the laws or regulations to which it is subject and/or has engaged in certain unsafe or unsound practices in conducting its business, and that such violations and/or practices provide grounds for the initiation of cease and desist proceedings against Institution by the OTS, and

WHEREAS, in the interest of regulatory compliance and cooperation, Institution is willing to enter into this Agreement to avoid the initiation of cease and desist proceedings, and

WHEREAS, the OTS is willing to forbear from the initiation of cease and desist proceedings on the subjects covered by this Agreement for so long as Institution is in compliance with the provisions of the Agreement that pertain to such subjects,

NOW, THEREFORE, in consideration of the OTS's above-stated forbearance from initiation of cease and desist proceedings against Institution, it is agreed between the parties hereto as follows:

1. Commercial and Commercial Real Estate Lending.

a. Compliance with policies and procedures.

The Institution shall comply with its commercial and commercial real estate loan underwriting policies and procedures in existence as of February 24, 1992. The Institution shall make no commercial loan or loan secured by commercial real estate unless:

- (1) For commercial real estate loans, it prepares and documents an analysis of the property's cash flow, repayment sources and/or debt service coverage, obtains occupancy and/or leasing information on security property, and obtains an appraisal of such security property in accordance with its policies and 12 C.F.R. Part 564.
- (2) For commercial and commercial real estate loans, it obtains and analyzes current borrower financial statements prior to loan approval and requires borrower submission of updated financial information on at least an annual basis thereafter.

b. Internal Loan Review.

- (1) Policy. The Institution shall develop policies and procedures to provide for an internal loan review of all commercial and commercial real estate loans and other

high risk assets to be conducted at least annually. Such review shall include, but not be limited to, analysis of current borrower financial statements and a review and analysis of relevant information on security properties such as operating statements, rent rolls, and cash flow information. The board of directors shall approve such policies and procedures, which shall be recorded in the minutes of the meeting of the board of directors.

Thereafter, the Institution and its directors, officers, and employees shall implement and follow such policies and procedures.

- (2) Review of Existing Credits. The Institution shall make a good faith effort to obtain current financial statements on all existing commercial borrowers and relevant information on all properties securing existing commercial real estate loans, which efforts shall be documented in the Institution's loan files. The Institution shall conduct an internal review promptly upon receipt of any such information to ensure the proper classification of such credits.
2. Loan Documentation. Prior to making any loan secured by real estate, or making any disbursement thereon, the Institution shall ensure that its records include the documentation required by 12 C.F.R. § 563.170(c)(1).
3. Operating Strategies. Within ninety (90) days of the effective date of this Agreement, the Institution shall develop written

strategies for maintaining profitability consistent with management experience and capability. Such strategies shall include, at a minimum, evaluation of alternative investment opportunities and deposit cost and pricing objectives.

4. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) the terms used in this Agreement have the meanings assigned to them in this Paragraph 4; (b) all accounting terms not otherwise defined have the meanings assigned to them in accordance with generally accepted accounting principles, except that if such terms are defined in the Rules and Regulations of the OTS, such regulatory definitions shall control; (c) all terms not otherwise defined herein that are defined in the HOLA, the FDIA, and FIRREA, the Rules and Regulations of the OTS (including, without limitation, 12 C.F.R. §§ 500.1 et seq., 541.1, et seq., and 561.1, et seq. (1991)) or its publicly available Bulletins and Advisory Memoranda shall have the meanings assigned to them in such statutes, rules and regulations, Bulletins, and Advisory Memoranda; and (d) all technical words or terms not subject to a definition in this Agreement shall have the meanings that accord with the best custom and usage in the thrift and banking industries. As used in this Agreement:
 - a. "make" means to enter into a binding obligation to provide loan funds.

CERTIFIED COPY OF
RESOLUTION OF
BOARD OF DIRECTORS

I, the undersigned, being the duly qualified Secretary of Mutual Savings Bank, Jefferson City, Missouri ("Institution"), hereby certify that the following is a true copy of a resolution duly adopted by its board of directors at a meeting duly called and held on April 22, _____, 1992, that at said meeting a quorum was present and voting throughout, and that said resolution has not been rescinded or modified and is now in full force and effect:

RESOLUTION

WHEREAS, the officers and directors of Institution have been advised that OTS representatives believe Institution to have violated laws or regulations to which the institution is subject and/or to have engaged in unsafe or unsound practices in conducting the business of the institution, and that such violations and/or practices provide grounds for the initiation of cease and desist proceedings against Institution, and

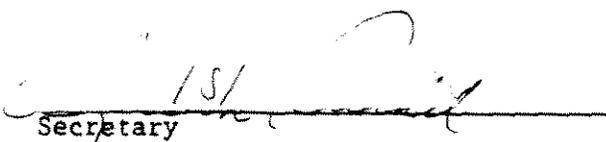
WHEREAS, said officers and directors have been informed that the OTS will forbear from the initiation of cease and desist proceedings on the subjects covered by the attached Supervisory Agreement if it is executed by the Institution and its terms are thereafter carried out by the Institution, and

WHEREAS, the directors of Institution have read and considered the proposed Supervisory Agreement ("Agreement") attached to the minutes of the meeting of the board of directors held on

April 22, 1992, and after due consideration, and in the interest of regulatory compliance and cooperation, have determined to enter into the proposed Agreement:

NOW, THEREFORE, BE IT RESOLVED, That the proposed Agreement, a copy of which is attached hereto, be and is hereby approved by the board of directors of Institution. The President of the Institution is authorized to sign and execute this Agreement on behalf of the Institution. The officers and employees of Institution are directed and authorized to take all necessary steps to implement immediately the terms of the Agreement.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of Institution this 22nd day of April, 1992.


Secretary