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SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 12th day of July 1991, by and between First Federal Savings and Loan Association of Bloomington ("Institution") for itself and any controlled subsidiary, 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. It is understood and agreed that this Agreement is a "written agreement" entered into with the OTS within the meaning of Section 8(b) and (i)(2) of the Federal Deposit Insurance Act, as amended by Title IX of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, Pub. L. No. 101-73, 103 Stat. 183 ("FIRREA"), (to be codified at 12 U.S.C. Sections 1818(b)(1) and (i)(2)).

WHEREAS, the OTS is of the opinion that the Institution has not complied with certain of the regulations to which the Institution is subject in conducting the business of the Institution, as recited in the Report of Examination as of April 8, 1991 ("Report"), specifically 12 C.F.R. Section 563.161, Section 563.172 (a), Section 563.190 (a), Section 564.8 (c)(2), and has engaged in certain unsafe and unsound practices thereby providing grounds for the initiation of cease and desist proceedings against the Institution by the OTS; and

WHEREAS, the OTS is willing to forbear at this time from the initiation of cease and desist proceedings as the result of the Institution's failure to comply with statutes and regulations, and unsafe and/or unsound practices as set forth in the Institution's Report for so long as the Institution is in compliance with the provisions of this Agreement; and

WHEREAS, this Agreement does not supersede, modify or change in any way a previous Agreement entered into between the Institution and the OTS, and dated July 17, 1990; and

WHEREAS, in the interest of regulatory compliance and cooperation, the Institution, by its Board of Directors ("Board"), is willing to enter into this Agreement to avoid the initiation of such cease and desist proceedings;

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

COMPLIANCE WITH REGULATIONS

1. The Institution and its controlled subsidiaries shall correct existing violations cited in this section and the Report of Examination dated April 8, 1991, and shall not initiate any action which would result in any violation of, or the aiding and abetting of any violation of:

12 C.F.R. Section 563.161 (b);
12 C.F.R. Section 563.172 (a);
12 C.F.R. Section 563.190 (a); and
12 C.F.R. Section 564.8 (c) (2).

INVESTMENTS

2. The Institution acting under the direction of the Board, shall only purchase the following types of investments: (a) governments and (b) agencies. Such investments shall also qualify for liquidity pursuant to 12 C.F.R. Section 566.1(g). In addition, the Institution shall purchase mortgage-backed government securities. Any other investments require the prior written approval of the OTS.

INTEREST RATE RISK

3. Within thirty (30) days of the Effective Date of this Agreement, the Board shall prepare a detailed plan to reduce the Institution's interest rate risk. The plan shall, at a minimum, set forth the following:

(a) a program to reduce the Institution's gap to the Board's goal of negative 15%, as stated in the Board's Interest Rate Risk Management Policy, by March 31, 1992;

(b) projected quarterly gap benchmarks to attain compliance with the Board's desired goal of 15% negative gap;

4. Within thirty (30) days of the Effective Date of this Agreement, the Board shall forward a copy of the plan, identified in paragraph 3, to the OTS Manager for review and written approval.

5. Upon receipt of the OTS Manager's written aspproval, as identified in paragraph 4, the Institution shall adhere to the plan in all respects.

ASSET GROWTH

6. The Institution, in accordance with Regulatory Bulletin RB3a-1, entitled "Policy Statement on Growth for Savings Associations," shall not increase its total assets during any one quarter in excess of an amount equal to net interest credited on deposit liabilities during the quarter.

CLOSINGS

7. (a) Although the Board of Directors is by this Agreement required to submit certain proposed actions and programs for the review or approval of the OTS, the Board has the ultimate responsibility for proper and sound management of the Institution. In exercising and fulfilling its fiduciary duties, the Board may consider the reports of management, counsel, and other agents and consultants of the Board. Nothing contained herein shall require the Board or any member or agent thereof to take any action or omit to take any action inconsistent with his or her fiduciary duties.

(b) It is expressly and clearly understood that if, at any time, the OTS deems it appropriate in fulfilling the lawful responsibilities placed upon them by the several laws of the United States of America and/or the State of Illinois to undertake any lawful action affecting the Institution, nothing in this Agreement shall in any way inhibit, estop, bar or otherwise prevent the OTS from doing so.

(c) Any time limitations imposed by this Agreeement shall begin to run from the effective date of this Agreeemnt. Such time limitations may be extended by the OTS for good cause upon written application by the Board.

(d) All technical words or terms used in this Agreement, for which meanings are not specified herein shall, insofar as applicable, have such meaning as defined in Chapter V of Title 12 Code of Federal Regulations. Additionally, any technical words or terms used in this Agreement and undefined in said Code of Federal Regulations shall have such meaning that accord with the established custom and usage in the savings and loan industry.

(e) 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.

(f) This Agreement shall remain in effect until terminated, modified, or suspended by the OTS, acting through the Regional Director of the Central Regional Office. The Regional Director, may suspend, in his sole discretion, any or all provisions of this Agreement at any time.

(g) It is understood that the execution of this Agreement shall not be construed as an approval of any application or notices that are contemplated by the Institution.

(h) Any report or other document required by this Agreement to be submitted to the OTS shall be filed with the Office of Thrift Supervision, 111 East Wacker Dr., Suite 800, Chicago, Illinois 60601, Attn: Renaldo A. Salonis. All reports and other documents shall be deemed filed when received by the OTS.

(i) In the event any provision of this Agreement shall be declared invalid, illegal, or unenforceable; the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) The section headings used in this Agreement are for convenience of reference only and are not to affect the construction of or be taken into consideration in the interpretation of this Agreement.

8. This Agreement shall remain in effect until terminated, modified, waived, or suspended by the OTS, acting through the Regional Director at the Chicago Regional Office. The Regional Director may suspend, in his sole discretion, any or all provisions of this Agreement at any time.

IN WITNESS WHEREOF, the OTS, acting through its Regional Director, and the Institution, by its Board, have executed this Agreement on the date first above written.

THE OFFICE OF THRIFT SUPERVISION
Chicago, Illinois

By: /S/
Stuart M. Brafman
Regional Director
Central Regional Office

First Federal Savings
and Loan Association
Bloomington, Illinois

By: /S/
Director E. Thetard

By: /S/
Director J. Thetard

By: /S/
Director L. Ulbrich

By: /S/
Director R. Dole

By: /S/
Director G. Bradley

By: /S/
Director W. Hanfland

By: /S/
Director D. Fernandes