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SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 5<sup>TH</sup> day of SEPTEMBER, 1991, by and between The Buckeye Savings Bank, Bellaire, Ohio ("Buckeye") and the Office of Thrift Supervision ("OTS"), through its Deputy Regional Director for the Cincinnati Office or designee ("Deputy Regional Director").

This Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of Buckeye, 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, Buckeye, nevertheless, in the interest of regulatory cooperation, is willing to enter into this Agreement.

NOW THEREFORE, IT IS AGREED:

1. Buckeye shall not violate Section 22(h) of the Federal Reserve Act, 12 U.S.C. 375b (Supp. I 1989), 12 C.F.R § 563.41 and .43 (1991) in any manner, including, but not limited to, selling real estate owned to an affiliated person without the necessary regulatory approval, or extending credit to finance the sale of real estate owned to an affiliated person.

2. The company further agrees to abide by Section 563.134 of the OTS Regulations with respect to the declaration or payment of any cash dividends.

3. (a) Within 60 days from the date of this Agreement, Buckeye shall submit a detailed two year business plan acceptable to the Deputy Regional Director. The plan must contain comprehensive narrative discussions of each significant activity and strategy used by Buckeye, including, but not limited to, a strategy for improving operating results and reducing the level of criticized assets detailed quarterly schedules showing actual and planned asset and liability mixes, yield and cost data, and capital positions and projected quarterly operating results.

(b) Within 30 days of the close of each quarter, Buckeye shall submit to the Deputy Regional Director a report which: (i) compares actual operating results to projected amounts on a quarterly basis and provides footnoted explanations to significant variances on normally prepared Board of Directors reports, and (ii) reports the status of each asset classified as special mention, substandard, doubtful and loss with gross book balances in excess of \$250,000.

(c) Buckeye shall not implement changes to the operating plans and strategies outlined in the required business plan without prior notice to the Deputy Regional Director.

4. Within 60 days from the date of this Agreement, Buckeye shall submit a written policy for establishing and maintaining adequate general valuation allowances.

5. Within 30 days of the date of this Agreement, Buckeye shall submit a status report on the tax refund application filed with the Internal Revenue Service on April 10, 1990. In addition, the report shall include justification for Buckeye continuing to carry the refund as a receivable.

6. Within sixty (60) days after the effective date of this Order, the Board of Directors shall establish a policy for director attendance and participation at all Board and committee meetings. Such policy shall address director resignation or removal for lack of attendance and for lack of active participation.

7. Buckeye and its wholly owned service corporation, Bellbuck Service Corporation shall comply with 12 C.F.R. § 563.37 (1991), including operating in a manner that clearly demonstrates to the public the separate corporate existence of the two.

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 by the

OTS, acting through its Deputy Regional Director. Any decision to amend or modify the Agreement is left to the discretion of the OTS Deputy Regional Director.

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 Buckeye authorizing the execution of this Agreement is attached hereto and made a part hereof.

OFFICE OF THRIFT SUPERVISION

THE BUCKEYE SAVINGS BANK  
BELLAIRE, OHIO  
by a majority of its directors

By:

JS  
Jerry M. Benham  
Deputy Regional Director  
Cincinnati Office

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