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SUPERVISORY AGREEMENT

This Supervisory Agreement, ("Agreement") is made and is effective this 30th day of December, 1991, by and between Windsor Locks Savings and Loan Association (OTS NO. 00901) ("Windsor Locks" or the "Institution") for itself and any wholly-owned or partly-owned subsidiary, the Office of Thrift Supervision ("OTS") through the Regional Deputy Director for the Boston District Office ("Regional Deputy Director") and the Banking Commissioner of the State of Connecticut ("Commissioner"). 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 the Agreement is a "written agreement" entered into with the OTS within the meaning of 12 U.S.C. 1818(b)(1) and (i)(2).

WHEREAS, as evidenced by the Report of Examination dated September 9, 1991 by the OTS ("OTSROE") and the Report of Examination dated September 16, 1991 by representatives of the Connecticut Department of Banking, ("DOBROE"), the OTS and the Commissioner are of the opinion that the Institution has not complied with certain laws, rules and regulations to which the Institution is subject, thereby providing grounds for the initiation of cease and desist proceedings against the Institution; and

WHEREAS, the OTS and the Commissioner are willing to forbear at this time from the initiation of cease and desist proceedings against the Institution on the subjects covered by this Agreement for so long as the Institution is in compliance with the provisions of this Agreement; and WHEREAS, in the interest of regulatory compliance and cooperation, but without admitting or denying any allegations contained herein, the Institution 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 and the Commissioner from the initiation of cease and desist proceedings against the Institution, it is agreed among the parties hereto as follows:

1. The Institution shall charge off or establish specific reserves for all assets classified Loss in the OTSROE and DOBROE. In addition, the Institution shall immediately establish general reserves in an amount not less than $200,000.

2. (a) Within ninety (90) days from the effective date of this Agreement, the Institution shall update loan policies and procedures to address documentation requirements on investment and income producing properties, including: operating statements and rent rolls on income producing properties and personal financial statements on borrowers. The updated loan policies shall be reviewed and approved by the Board of Directors. The approval of such loan policies shall be recorded in the minutes of the Board of Directors.

A copy of the updated loan policies shall be forwarded to the Regional Deputy Director and the Commissioner for review upon approval by the Board.

(b) Windsor Locks shall develop a means to identify loans secured by investor owned properties, and shall establish a loan pricing policy which will determine an appropriate risk premium for such credits to ensure an adequate rate of return commensurate with the risk associated with those credits.

3. Within ninety (90) days from the effective date of this Agreement, the Institution shall develop a written business plan ("Business Plan") acceptable to the Regional Deputy Director and the Commissioner, consisting of goals and strategies for improving the earnings of the Institution. The Business Plan shall include, at a minimum:

(a) identification of the major areas in, and means by which, the Board of Directors will seek to improve the Institutions operating performance;

(b) realistic and comprehensive budgets;

(c) a budget review process to monitor the income and expenses of the Institution and to compare the actual figures with budgetary projections; and

(d) a description of the operating assumptions that form the basis for, and adequately support, major projected income and expense components.

A copy of the Board approved Business Plan shall be forwarded to the Regional Deputy Director and the Commissioner for review upon approval by the Board.

4. The Board of Directors shall approve the Business Plan, and such approval shall be recorded in the minutes of the Board of Directors. Subsequent written modifications to the Business Plan require notification to the Regional Deputy Director and the Commissioner. No such modification shall become effective until approved by the Board of Directors, and such approval shall be recorded in the Board minutes. The Institution, its directors, officers, and employees shall follow the Business Plan and/or any subsequent modification thereto.

5. Windsor Locks will conduct a thorough review of its relationship with Mr. Sidney Manning and will, within sixty (60) days of the effective date of this Agreement:

(a) conduct a thorough financial analysis of Mr. Manning's financial condition and ability to service his current debt load;

(b) develop a plan to reduce Mr. Manning's direct, personal and business loan exposure to Windsor Locks to an amount not to exceed 15 percent of unimpaired capital over a reasonable period of time;

(c) develop a plan of action to minimize the Institution's likelihood of loss on each classified asset related to Mr. Manning;

(d) Conduct a review of all loans referred to Windsor Locks by Mr. Manning and compare the delinquency, foreclosure and overall credit quality of those loans to loans originated from other broker referrals or originated directly by Windsor Locks; and

(e) develop a plan to utilize other sources for loan referrals so Windsor Locks is not so heavily dependent on this single source.

The report shall be forwarded to the Regional Deputy Director and the Commissioner for review upon completion.

6. The Board of Directors shall implement corrective action to address the regulatory violations noted on Appendix page 2.1 of the OTSROE.

7. The Board of Directors shall implement corrective action to address inaccuracies in financial reporting to the OTS on the Institution's Thrift Financial Reports (TFR).

8. Within thirty (30) days after the Institution's Board of Directors' meeting immediately following the end of each calendar quarter, the Board of Directors shall submit to the Regional Deputy Director and the Commissioner a resolution signed by each director, certifying that to the best of his or her knowledge and belief, the Institution and its subsidiaries are complying in all material respects with each condition of this Agreement. This resolution shall set forth any exceptions to any conditions of this Agreement that were approved by the Regional Deputy Director and the Commissioner.

9. References in this Agreement to provisions of statutes and regulations shall be deemed to include references to all successor provisions of such statutes and regulations as they become applicable.

10. (a) All technical words or terms used in this Agreement, for which meanings are not specified or otherwise provided by the provisions of the Agreement, shall, insofar, as applicable, have meanings as defined in the Home Owners' Loan Act, 12 U.S.C. 1461 et seq. ("HOLA"), the Federal Deposit Insurance Act, 12 U.S.C. 1811 et seq. ("FDIA"), Chapter V of Title 12 of the code of Federal Regulations ("CFR"), and/or OTS Regulatory or Thrift Bulletins. Any such technical words or terms used in this Agreement and undefined in the HOLA, FDIA, CFR or OTS Bulletins shall have meanings that are in accordance with the best custom and usage in the savings and loan industry.

(b) 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.

(c) This Agreement shall remain in effect until terminated, modified or suspended by the OTS, acting through the Regional Deputy Director of the OTS and the Commissioner.

11. A copy of all documentation or reports required under the terms of this Agreement to be submitted to the Regional Deputy Director and the Commissioner shall also be provided to the Regional Director of the Federal Deposit Insurance Corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WINDSOR LOCKS SAVINGS AND LOAN ASSOCIATION
Windsor Locks, Connecticut
By: Its Board of Directors

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DEPARTMENT OF THE TREASURY
OFFICE OF THRIFT SUPERVISION

By: /S/
Ralph W. Gridley
Regional Deputy Director

/S/

STATE OF CONNECTICUT
DEPARTMENT OF BANKING

By: /S/
Ralph M. Shulansky
Commissioner of Banking