

SUPERVISORY AGREEMENT

95118 #8092

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This Supervisory Agreement ("Agreement") is made and is effective this 27 day of June, 1991, by and between Columbia Savings and Loan Company, Cincinnati, Ohio (hereinafter "Columbia") 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 Columbia. It is understood and agreed that this Agreement is a "written agreement" entered into with the Office of Thrift Supervision within the meaning of 12 U.S.C.A. § 1818(b)(1) and (i)(2) (West 1989).

NOW THEREFORE, IT IS AGREED between the parties hereto as follows:

1. Within 30 days from the date of this Agreement, Columbia will revise the exposure limitations on the sensitivity of its net interest income and market value of portfolio equity to interest rate changes in its interest rate risk policy and submit to the Office of Thrift Supervision for approval the revised policy and an analysis of the rationale underlying such estimates.
2. Within 30 days of the date of this Agreement, Columbia will submit semiannual one-, two, and three-year target asset/liability performance objectives that provide for continuing improvement in the reduction of interest rate risk.

- C Supervisory File
- C Corporate File
- C Holding Co. File #
- C (S) - C (S)
- C Distributions
- C Class Bys
- C [unclear], IL
- C [unclear], TN
- C Summers, KAX, LSA, [unclear]
- C [unclear] File
- C [unclear]
- C [unclear]

(Date)

3. Within 45 days from the date of this Agreement Columbia shall submit a business plan, acceptable to OTS, for fiscal years 1992 through 1994 which shall identify and quantify tactics for reaching the objectives in paragraph 2.
4. Columbia shall submit to OTS within 30 days of the end of each quarter, reports which compare actual performance to risk limitations and budgeted objectives.

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, and all such technical words or terms used in this Agreement, and undefined by said statutes, rules and regulations contained in such Code of Federal Regulations, HOLA, FDIA, or OTS Memoranda, 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. The approval of any amendments or modifications to this Agreement shall be made only with the consent of Columbia and the approval of the OTS Deputy Regional Director.

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

COLUMBIA SAVINGS AND LOAN COMPANY

By: IS/

Its: PRESIDENT

OFFICE OF THRIFT SUPERVISION

By: IS/
~~Deputy Regional Director
Cincinnati District Office~~