

UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

Written Agreement by and between

INVESTORS FINANCIAL CORPORATION
OF PETTIS COUNTY, INC.
Sedalia, Missouri

and

FEDERAL RESERVE BANK OF
KANSAS CITY
Kansas City, Missouri

Docket No. 10-184-WA/RB-HC

WHEREAS, Investors Financial Corporation of Pettis County, Inc., Sedalia, Missouri (“Investors Financial”), a registered bank holding company, owns and controls Excel Bank, Sedalia, Missouri (“Bank”), and one nonbank subsidiary;

WHEREAS, it is the common goal of Investors Financial and the Federal Reserve Bank of Kansas City (the “Reserve Bank”) to maintain the financial soundness of Investors Financial so that Investors Financial may serve as a source of strength to the Bank;

WHEREAS, Investors Financial and the Reserve Bank have mutually agreed to enter into this Written Agreement (the “Agreement”); and

WHEREAS, on October 12, 2010, the board of directors of Investors Financial, at a duly constituted meeting, adopted a resolution authorizing and directing Gary Marksberry to enter into this Agreement on behalf of Investors Financial, and consenting to compliance with each and every provision of this Agreement by Investors

Financial and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the “FDI Act”) (12 U.S.C. §§ 1813(u) and 1818(b)(3)), including, but not limited to, a shareholder and any person who participates in the conduct of the affairs of Investors Financial.

NOW, THEREFORE, Investors Financial and the Reserve Bank agree as follows:

Source of Strength

1. The board of directors of Investors Financial shall take appropriate steps to fully utilize Investors Financial’s financial and managerial resources, pursuant to section 225.3 (a) of Regulation Y of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with the Consent Order issued by the Federal Deposit Insurance Corporation (“FDIC”) on March 16, 2010, and any other supervisory action taken by the FDIC or the Missouri Division of Finance.

Dividends and Distributions

2. (a) Investors Financial shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director of the Division of Banking Supervision and Regulation (the “Director”) of the Board of Governors.

(b) Investors Financial shall not directly or indirectly take dividends or any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank.

(c) Investors Financial and its nonbank subsidiary shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank and the Director.

(d) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date, proposed distribution on subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information on Investors Financial's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings, and allowance for loan and lease losses; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, Investors Financial must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

Debt and Stock Redemption

3. (a) Investors Financial and its nonbank subsidiary shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) Investors Financial shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

Cash Flow

4. Within 60 days of this Agreement, Investors Financial shall submit to the Reserve Bank a written statement of its planned sources and uses of cash for debt service, operating expenses, and other purposes (“Cash Flow Projection”) for 2011. Investors Financial shall submit to the Reserve Bank a Cash Flow Projection for each calendar year subsequent to 2011 at least one month prior to the beginning of that calendar year.

Affiliate Transactions

5. (a) Investors Financial shall not increase base charges or allocation formulas for services provided to the Bank without the prior written approval of the Reserve Bank.

(b) Within 20 days following the end of each quarter, Investors Financial shall submit a report to the Reserve Bank summarizing all fees or other payments received from the Bank and all services provided to the Bank by Investors Financial. The report shall include a description of the service for which the fee or payment was made, the basis for determining the amount to be paid by the Bank, and the timing of any payment made by or received from the Bank.

(c) Investors Financial shall not enter into any new contract with the Bank unless the contracts comply with sections 23A and 23B of the Federal Reserve Act (12 U.S.C. §§ 371c and 371c-1), Regulation W of the Board of Governors (12 C.F.R. Part 223), and SR 79-533, Diversion of Bank Income by Parent BHC, dated March 19, 1979.

(d) Investors Financial shall take all necessary actions to ensure that the Bank complies with sections 23A and 23B of the Federal Reserve Act and Regulation W of the Board of Governors in all transactions between the Bank and its affiliates, including but not limited to Investors Financial and the nonbank subsidiary.

(e) Investors Financial shall not cause the Bank to violate any provision of Sections 23A and 23B of the Federal Reserve Act or Regulation W of the Board of Governors.

(f) Investors Financial shall maintain records and documentation adequate to demonstrate that all contracts, agreements, and other transactions between Investors Financial and the Bank comply with the requirements of sections 23A and 23B of the Federal Reserve Act and Regulation W of the Board of Governors.

(g) For purposes of this Agreement: (i) “transaction” shall include, but not be limited to, the transfer or payment of cash, the transfer, contribution, sale or purchase of any other asset, the direct or indirect payment of any expense or obligation, the direct or indirect assumption of any liability, the provision of any service, the payment of a management or service fee of any nature, any extension of credit, any overdraft, or any advance; and (ii) “extension of credit” shall be defined as set forth in section 215.3 of Regulation O of the Board of Governors (12 C.F.R. § 215.3).

Compliance with Laws and Regulations

6. Investors Financial shall immediately take all necessary steps to ensure compliance with all laws and regulations, including but not limited to, sections 23A and 23B of the Federal Reserve Act and Subpart C of Regulation Y (12 C.F.R. Part 221 et seq.).

7. (a) In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, Investors Financial shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors (12 C.F.R. §§ 225.71 *et seq.*).

(b) Investors Financial shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the FDIC's regulations (12 C.F.R. Part 359).

Progress Reports

8. Within 45 days after the end of each calendar quarter following the date of this Agreement, the board of directors shall submit to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure compliance with the provisions of this Agreement and the results thereof, and a parent company only balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

Communications

9. All communications regarding this Agreement shall be sent to:

- (a) Ms. Susan E. Zubradt
Vice President
Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, Missouri 64198
- (b) Mr. Gary Marksberry
President
Investors Financial Corporation of Pettis County, Inc.
818 Thompson Boulevard
P.O. Box 1027
Sedalia, Missouri 65302

Miscellaneous

10. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its sole discretion, grant written extensions of time to Investors Financial to comply with any provision of this Agreement.

11. The provisions of this Agreement shall be binding upon Investors Financial and its institution-affiliated parties, in their capacities as such, and their successors and assigns.

12. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank.

13. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any other federal or state agency from taking any other action affecting Investors Financial, the Bank, the nonbank subsidiary of Investors Financial, or any of their current or former institution-affiliated parties and their successors and assigns.

14. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 12th day of October, 2010.

INVESTORS FINANCIAL CORPORATION
OF PETTIS COUNTY, INC.

FEDERAL RESERVE BANK OF
KANSAS CITY

By: /s/ Gary Marksberry
Gary Marksberry
President

By: /s/ Susan E. Zubradt
Susan E. Zubradt
Vice President