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A PROFESSIONAL CORPORATION

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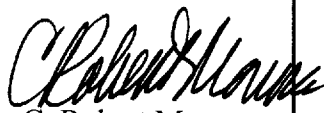
April 1, 1998

Top Hat Plan Exemption  
Pension and Welfare Benefits Administration  
Room N-5644  
U.S. Dept. of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Ladies and Gentlemen:

On behalf of Polk County Bank ("Employer"), located at 101 S. Main, P.O. Box 240, Bolivar, MO 65613-0240, EIN 44-0393970, pursuant to 29 CFR § 2520.104-23, we hereby file the following statement as an alternative method of compliance with the reporting and disclosure requirements of Part I of Title I of Employee Retirement Income Security Act of 1974, as amended. The Employer declares that it maintains the attached Deferred Compensation Plan and Agreement (the "Plan") primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. There is one Plan for one employee.

Yours very truly,

  
C. Robert Monroe

CRM/tbs

Encl.

cc: Mr. Lee Gilbert w/o attachments  
Mr. David Fowler

50 MAR 1998 11:25:53

## DEFERRED COMPENSATION PLAN AND AGREEMENT

THIS DEFERRED COMPENSATION PLAN AND AGREEMENT, dated as of January 1, 1998 (this "Agreement"), between Polk County Bank, a Missouri state chartered bank (the "Bank"), and Dave W. Strader, an individual (the "Participant").

### RECITALS

- A. The Bank is owned by Mid-Missouri Bancshares, Inc., a Missouri corporation ("MMB").
- B. The Participant is an executive officer and key management employee of the Bank, and the Participant has substantial responsibility for the operations and profitability of the Bank.
- C. The purposes of this Deferred Compensation Plan (the "Plan"), whose terms and conditions are described below, are to provide an additional incentive to the Participant to remain in the employ of the Bank, and to provide to the Participant an opportunity to receive additional compensation for his contribution to the long-term financial success of the Bank.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreements contained herein and the reliance by the Participant on the agreements made herein by the Bank, the parties agree as follows:

1. Effective Date of the Plan.

The Plan is effective as of January 1, 1998

2. Definitions.

In addition to other terms defined in this Agreement, the following terms shall have the following meanings:

2.1. "Account" means the deferred compensation account established by the Bank for the Participant, to which amount will be credited and debited (but not set aside), as provided in this Agreement.

2.2. "Accumulation Period" means the period commencing on the Effective Date and ending on the Valuation Date.

2.3. "Area" means a radius of 25 miles from each location of the Bank (i) at the termination of the Participant's employment with the Bank and (ii) during the three-year period immediately prior to the Participant's termination of employment.

2.4. **"Average National Wall Street Prime Rate"** means, for any period commencing on the date a Participant is entitled to a distribution from the Plan through the date on which such distribution is paid (the "**Period**"), the average National Wall Street Prime Rate minus one percent (1%) as shown in The Wall Street Journal and as adjusted quarterly on the unpaid amount of the distribution during the Period.

2.5. **"Business"** means the operation of a financial institution holding company or a financial institution.

2.6. **"Change in Control"** means any transaction or closely related series of transactions under which any person, closely affiliated group of persons or entity other than those shareholders or lineal descendants of such shareholders (or lineal descendants of beneficiaries of trusts that are shareholders) of the Bank or MMB (the "**Current Owners**") on January 1, 1998 shall acquire or succeed to the ownership or control of 51% or more of all the issued and outstanding classes of voting stock of the Bank or MMB.

2.7. **"Competing Enterprise"** means any business organization, of whatever form, engaged, either directly or indirectly, within the Area in any business or enterprise which is like or substantially similar to the Business.

2.8. **"Confidential Information"** means any and all data and information relating to the Business or any customer of the Business; provided, however, Confidential Information shall not include any data or information (i) that has been voluntarily disclosed to the public by the Bank prior to the date hereof, or that has become generally known to the public; (ii) that has been independently developed and disclosed by parties other than the Bank or to the public generally without a breach of any obligation of confidentiality; and (iii) that otherwise enters the public domain through lawful means. Confidential Information may include, but is not limited to, information and material relating to customer records; plans and strategies; information relating to parties transacting business with the Bank; products, processes, services, or designs of the Bank; financial affairs, purchasing, accounting, development, distribution systems or marketing plans of the Business; and any other information, including trade secrets, that is treated as confidential by the Bank.

2.9. **"Event of Payment"** means the first to occur of an event described in Section 5.1 of this Agreement.

2.10. **"For Cause"** means, in regard to the termination of the employment of the Participant, termination resulting in whole or in part from any of the following reasons:

2.10.1. fraud, misappropriation, embezzlement, theft or other act of conversion involving the property of the Bank;

2.10.2. willful, deliberate or gross misconduct in the performance of the Participant's obligations and duties, including any misconduct involving business disloyalty, to the Bank; or

2.10.3. conviction of, or plea of nolo contendere or guilty by, the Participant in any state or federal court for the commission of a felony.

2.11. "*Net Income*" means the Bank's annual net income determined, after full accrual for the Annual Account Credit, as defined in Section 4 below, and provision for taxes, according to generally accepted accounting principles, for the Plan Year in question.

2.12. "*Plan Year*" means each annual period commencing on January 1 and ending on the following December 31.

2.13. "*Valuation Date*" means the last day of the Plan Year immediately preceding the date of the occurrence of the Event of Payment.

3. **Administration.**

The Board of Directors of the Bank shall administer and interpret the Plan. No Director acting in good faith shall be liable for any decision made, act done or refused to be done, determination of fact, or award or cancellation of the Account under the Plan. The interpretation by the Board of Directors of any provision of the Plan shall be final and conclusive, except as otherwise provided in Section 10 of this Agreement regarding arbitration.

4. **Establishment of the Account.** The Bank hereby establishes the Account for the benefit of the Participant. Commencing with the 1998 Plan Year, the Account initially will be credited with an amount equal to the product of the 1998 Net Income multiplied by .05 (such product as determined each Plan Year while this Agreement is in effect shall hereinafter be referred to as the "Annual Account Credit"). Until an Event of Payment occurs, the Bank shall determine each Plan Year the Annual Account Credit for the Participant. The Annual Account Credit for any Plan Year can be a negative amount. An account ledger will be maintained by the Bank to record the aggregate of the Participant's Annual Account Credit credited (debited) to the Account during the Accumulation Period. On the Valuation Date, the total amount of Annual Account Credit credited (and debited) to the Account during the Accumulation Period shall be determined (hereinafter referred to as the "Participant's Benefit"). In no event shall the Participant's Benefit be a negative figure.

5. **Payment of Participant's Benefits.**

5.1. **Event of Payment.** The first to occur of any of the following events shall constitute an Event of Payment:

5.1.1. The Participant's voluntary termination of employment with the Bank prior to January 1, 2012, or termination of employment with the Bank For Cause at any time;

5.1.2. The death, involuntary termination of employment other than For Cause at any time, voluntary termination of employment on or after January 1, 2012, or permanent disability, as defined under the Social Security laws, of the Participant;

5.1.3. The sale of all or substantially all of the assets of MMB or the Bank;

5.1.4. The dissolution and liquidation of MMB or the Bank; or

5.1.5. A Change in Control of MMB or the Bank.

5.2. **Benefit Payments.** Following an Event of Payment, the Bank shall pay to the Participant, or to the Participant's personal representative, an amount determined as follows:

5.2.1. If an Event of Payment results from an event described in Section 5.1.1., the Participant's Benefit shall be forfeited and the Participant shall receive no payments from the Bank under this Plan, and the Bank shall be forever relieved of any obligation or liability to the Participant under the terms of this Agreement.

5.2.2. If an Event of Payment results from an event described in Section 5.1.2., 5.1.3. or 5.1.4., the Participant's Benefit will be paid in cash to the Participant within sixty (60) days following the occurrence of such Event of Payment.

5.2.3. If an Event of Payment results from an event described in 5.1.5., the Bank shall pay the Participant an amount equal to the greater of (i) the sum of the Participant's salary plus bonus paid to him by the Bank in the twelve (12) month period immediately preceding the Event of Payment, or (ii) the Participant's Benefit, which amount will be paid in cash to the Participant prior to the closing of the Change in Control.

5.3. **Merger of Equals.** If MMB and/or the Bank are merged with another entity(ies) so that the Current Owners continue to own at least 50% of the combined entity, then such transaction shall not be deemed to be a Change in Control of MMB or the Bank for purposes of this Agreement. If there should be contemplated any other type of "corporate reorganization" involving MMB, the Bank and the Current Owners, the parties hereto agree to amend this Agreement to conform the terms hereof to the "corporate reorganization".

5.4. **Inability to Make Payments.** If the Bank is prohibited by applicable banking regulatory authorities from paying the Participant the amounts set out in Section 5.2., then the

Bank shall pay the Participant such amounts, together with interest at the Average National Wall Street Rate, on the first day of the first calendar month next following the date when such payment is no longer prohibited.

5.5. **Examples Determining Benefit Payment Amount.** Following an Event of Payment, the Bank will determine the Participant's Benefit, if any, due the Participant. For purposes of illustration and clarity, annexed hereto, and incorporated herein by this reference, on Schedule 1 are examples of different fact situations showing how the Participant's Benefit is determined.

6. **Limitation of Rights.**

Nothing in this Agreement will be construed to:

6.1. Give the Participant any rights whatsoever with respect to shares of stock or any rights whatsoever as a shareholder of the Bank or MMB.

6.2. Limit in any way the Bank's or MMB's right to terminate the Participant's employment or either of them at any time for any cause or for no cause, it being agreed that the Participant's employment is at will.

6.3. Be evidence of any agreement or understanding, express or implied, that the Bank or MMB will employ the Participant in any particular position or at any particular rate of remuneration.

7. **Non-Alienation of Benefits.**

No right or benefit under the Plan or this Agreement will be subject to assignment or encumbrance by the Participant, and any attempt to do so will be void. No right or benefit under this Agreement will in any manner be subject to the liabilities of the person entitled to such right or benefit, or subject to attachment, execution, levy, or garnishment therefor, as the Bank shall be obligated to pay benefits from the Plan and under this Agreement only when an Event of Payment has occurred. The Bank may not assign its rights and obligations under this Agreement, without the written consent of the Participant.

8. **Non-Compete, Non-Disclosure and Non-Solicitation.**

8.1. The Participant covenants and agrees that, for a period of three (3) years after his termination of employment from the Bank for any reason, he will not, within the Area, either directly or indirectly, on his own behalf or as a proprietor, partner, agent, broker, owner, lender, guarantor, shareholder (other than ownership of less than one percent (1%) of the stock of a publicly-owned corporation whose shares are listed and traded on a national securities exchange), director, officer or in any other capacity or manner whatsoever, without the prior written consent of the Bank, engage in any Competing Enterprise.

8.2. The Participant covenants and agrees that, for a period of three (3) years after his termination of employment from the Bank for any reason, he will not, without the prior written consent of the Bank, within the Area, either directly or indirectly, attempt to sell any of the services or products of any Competing Enterprise to any person, concern, or entity which is a customer of the Bank on the date thereof.

8.3. The Participant covenants and agrees that, for a period of three (3) years after his termination of employment from the Bank for any reason, he will not, either directly or indirectly, solicit, induce or hire away, or assist any third person in soliciting, diverting or hiring away, any employee of the Bank, whether or not such employment is pursuant to written agreement and whether or not such employment is for a determined period or is at will.

8.4. The Participant acknowledges and agrees that all Confidential Information, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of the Bank, and the Participant covenants and agrees that at all times following the date hereof, he will not, either directly or indirectly, use, disclose or make available to any person, concern or entity any Confidential Information, except with the prior written consent of the Bank.

8.5. The Participant agrees that the covenants and agreements contained in this Section 8 of this Agreement are an integral part of this Agreement; that each of such covenants and agreements is reasonable and necessary to protect and preserve unto the Bank the goodwill of the Business; that irreparable loss and damage will be suffered by the Bank should the Participant breach any of such covenants and agreements; that each of such covenants and agreements, and any provision or portion thereof, is separate, distinct and severable not only from the other such covenants and agreements but also from the other and remaining provisions of this Agreement; and that the unenforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenants or agreements or any other provision or provisions of this Agreement.

8.6. The Participant agrees and consents that, in addition to all remedies provided at law or in equity, the Bank shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants or agreements of the Participant contained herein. In the event the Bank shall be forced or required to institute any action against the Participant for the enforcement of the covenants and agreements made and given by the Participant herein, the Bank shall also have the right to recover from the Participant all costs and expense, including without limitation, attorneys' fees and court costs paid or incurred by the Bank in such action; and, the Bank shall have the right to offset any unpaid consideration hereunder against any amount owed to the Participant by the Bank hereunder.

9. **Amendment Plan.**

The Plan as set forth in this Agreement may not be amended without the written consent of both the Participant and the Board of Directors of the Bank.

10. **Arbitration Provision.**

10.1. The Participant or the Bank may request binding arbitration of any matter under this Agreement in dispute. Such arbitration will be held in Kansas City, Missouri, by a single arbitrator, in accordance with the rules then observed by the American Arbitration Association (or any organization which is the successor thereto), and will be initiated by the requesting party's giving the other party notice of arbitration. Within 21 days after notice of arbitration is given, both parties mutually will appoint a single arbitrator by written agreement. If they are unable to agree on an arbitrator before the end of the 21-day period, then the American Arbitration Association or any other organization mutually acceptable to the parties will be requested to appoint the arbitrator. Time is of the essence in all arbitration proceedings and a decision of the arbitrator will in all events be rendered within 90 days after the arbitrator's appointment. Additional time may be granted by consent of both parties. If a decision is not rendered within this period, then either party may file suit with respect to such dispute.

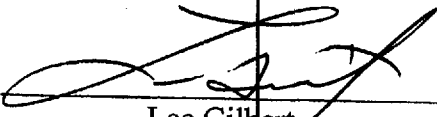
10.2. The decision or award in such arbitration will be legally binding on the Participant and the Bank and may be enforced on the application of either party by the order or judgment of a court of competent jurisdiction. The fees and expenses of any arbitration will be shared equally by both parties, but each party will bear the expense of its own attorneys and experts and the additional expenses of presenting its own proof, except that if the arbitrator's decision is entirely against the party's claim or claims, then that party will pay the fee and expenses of the arbitration. Notwithstanding the foregoing, the parties may at any time, even after notice of arbitration has been given and the arbitration has commenced, agree upon a settlement of the dispute and terminate any further proceedings under this Agreement.

11. **Law Governing.**

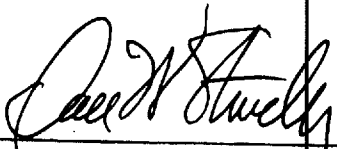
This Agreement and the rights of all persons under this Agreement will be construed and determined pursuant to the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

By:   
\_\_\_\_\_  
Lee Gilbert  
Title: Chairman of the Board

THE "BANK"

  
\_\_\_\_\_  
Dave W. Strader

THE "PARTICIPANT"

SCHEDULE 1

Example of Benefit Payment Under Section 5.2.2

<u>Assumptions</u>	<u>12/31/98</u>	<u>12/31/99</u>	<u>12/31/00</u>
<u>Company Activity</u>			
Net Income (loss) (a)	<u>1,100,000</u>	<u>1,500,000</u>	<u>(1,000,000)</u>
<u>"Participant Benefit"</u>			
Net Income (loss) (a)	1,100,000	1,150,000	(1,000,000)
Participant's Percentage	<u>5%</u>	<u>5%</u>	<u>5%</u>
Annual Account Credit	<u>55,000</u>	<u>57,500</u>	<u>(50,000)</u>
Cumulative Participant's Benefit	<u>55,000</u>	<u>112,500</u>	<u>62,500</u>

(a) After accrual for Annual Account Credit