

Section 1: S-8 (FORM S-8 REGISTRATION STATEMENT FOR 2018 OMNIBUS INCENTIVE PLAN)

As filed with the Securities and Exchange Commission on June 15, 2018

Registration No. 333-_____

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

GREAT SOUTHERN BANCORP, INC.
(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
incorporation or organization)

43-1524856

(I.R.S. Employer Identification No.)

1451 E. Battlefield, Springfield, Missouri

(Address of Principal Executive Offices)

65804

(Zip Code)

Great Southern Bancorp, Inc. 2018 Omnibus Incentive Plan
(Full title of the plan)

Martin L. Meyrowitz, P.C.
Michael S. Sadow, P.C.
Silver, Freedman, Taff & Tiernan LLP
(a limited liability partnership including professional corporations)
3299 K Street, N.W., Suite 100
Washington, D.C. 20007

(Name and address of agent for service)

(202) 295-4500

(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated Filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed Maximum Aggregate offering price	Amount of registration fee
Common Stock, par value \$.01 per share	800,000 shares ⁽¹⁾	\$57.68 ⁽²⁾	\$46,144,000 ⁽²⁾	\$5,744.93

- (1) Pursuant to Rule 416 under the Securities Act of 1933, this Registration Statement includes an indeterminate number of additional shares as may be issuable as a result of a stock split, stock dividend or similar adjustment of the outstanding shares of the common stock of Great Southern Bancorp, Inc.
- (2) Calculated in accordance with Rule 457 under the Securities Act of 1933, as amended, based on the average of the high and low sale prices per share of the common stock on the NASDAQ Stock Market on June 12, 2018 of \$57.68.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants in the Great Southern Bancorp, Inc. 2018 Omnibus Incentive Plan, as required by Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act").

Such document(s) are not being filed with the Commission but constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference.

The following documents previously or concurrently filed by Great Southern Bancorp, Inc. (the "Company") with the Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are hereby incorporated by reference into this Registration Statement and the prospectus to which this Registration Statement relates (the "Prospectus"):

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017;
- (b) The Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018;
- (c) The Company's Current Reports on Form 8-K filed on January 4, 2018, January 29, 2018, March 20, 2018; April 19, 2018 (Item 8.01 only) and May 11, 2018; and
- (d) The description of the common stock, par value \$.01 per share, of the Company contained in the Company's Registration Statement on Form 8-A filed on November 1, 1989, and all amendments or reports filed for the purpose of updating such description.

All documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act (excluding any document or portion thereof that has been furnished to and deemed not to be filed with the Commission), after the filing of this Registration Statement, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference into this Registration Statement and the Prospectus and to be a part hereof and thereof from the date of the filing of such documents. Any statement contained in the documents incorporated, or deemed to be incorporated, by reference herein or therein shall be deemed to be modified or superseded for purposes of this Registration Statement and the Prospectus to the extent that a statement contained herein or therein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein or therein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement and the Prospectus.

The Company shall furnish without charge to each person to whom the Prospectus is delivered, on the written or oral request of such person, a copy of any or all of the documents incorporated by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference to the information that is incorporated). Requests should be directed to: Investor Relations, Great Southern Bancorp, Inc., 1451 E. Battlefield, Springfield, Missouri 65804-9009, telephone number (417) 887-4400.

All information appearing in this Registration Statement and the Prospectus is qualified in its entirety by the detailed information, including financial statements, appearing in the documents incorporated herein or therein by reference.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

Section 2-405.2 of the Maryland General Corporation Law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation or its stockholders for money

damages except: (1) to the extent it is proven that the director or officer actually received an improper benefit or profit, for the amount of the improper benefit or profit; or (2) to the extent that a judgment or other final adjudication adverse to the director or officer is entered in a proceeding based on a finding that the director's or officer's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. The Company's charter contains such a provision, thereby limiting the liability of its directors and officers to the maximum extent permitted by Maryland law.

Section 2-418 of the Maryland General Corporation Law permits a Maryland corporation to indemnify a director or officer who is made a party to any proceeding by reason of service in that capacity against judgments, penalties, fines, settlements and reasonable expenses actually incurred unless it is established that: (1) the act or omission of the director or officer was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; (2) the director or officer actually received an improper personal benefit; or (3) in the case of a criminal proceeding, the director or officer had reasonable cause to believe that his conduct was unlawful. The Maryland General Corporation Law provides that where a director or officer is a defendant in a proceeding by or in the right of the corporation, the director or officer may not be indemnified if he or she is found liable to the corporation. The Maryland General Corporation Law also provides that a director or officer may not be indemnified in respect of any proceeding alleging improper personal benefit in which he or she was found liable on the grounds that personal benefit was improperly received. A director or officer found liable in a proceeding by or in the right of the corporation or in a proceeding alleging improper personal benefit may petition a court to nevertheless order indemnification of expenses if the court determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances.

Section 2-418 of the Maryland General Corporation Law provides that unless limited by the charter of a Maryland corporation, a director or an officer who is successful on the merits or otherwise in defense of any proceeding must be indemnified against reasonable expenses. Section 2-418 also provides that a Maryland corporation may advance reasonable expenses to a director or an officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by the director or officer or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

The Company's charter provides for indemnification of directors and officers to the maximum extent permitted by the Maryland General Corporation Law.

Under a directors' and officers' liability insurance policy, directors and officers of the Company are insured against certain liabilities.

Item 8. Exhibits.

See Exhibit Index.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Springfield, State of Missouri, on June 15, 2018.

GREAT SOUTHERN BANCORP, INC.

By: /s/ Joseph W. Turner

Joseph W. Turner

President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of Great Southern Bancorp, Inc., hereby severally and individually constitute and appoint Joseph W. Turner and Rex A. Copeland, and each of them, the true and lawful attorneys and agents of each of us to execute in the name, place and stead of each of us (individually and in any capacity stated below) any and all amendments (including post-effective amendments) to this registration statement and all instruments necessary or advisable in connection therewith and to file the same with the Securities and Exchange Commission, each of said attorneys and agents to have the power to act with or without the others and to have full power and authority to do and perform in the name and on behalf of each of the undersigned every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as any of the undersigned might or could do in person, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys and agents or each of them to any and all such amendments and instruments.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

By: <u>/s/ Joseph W. Turner</u> Joseph W. Turner, President, Chief Executive Officer and Director (Principal Executive Officer)	Date: June 15, 2018
By: <u>/s/ Rex A. Copeland</u> Rex A. Copeland, Treasurer (Principal Financial and Accounting Officer)	Date: June 15, 2018
By: <u>/s/ William V. Turner</u> William V. Turner, Chairman of the Board	Date: June 15, 2018
By: <u>/s/ Kevin R. Ausburn</u> Kevin R. Ausburn, Director	Date: June 15, 2018
By: <u>/s/ Julie T. Brown</u> Julie T. Brown, Director	Date: June 15, 2018
By: <u>/s/ Thomas J. Carlson</u> Thomas J. Carlson, Director	Date: June 15, 2018
By: <u>/s/ Larry D. Frazier</u> Larry D. Frazier, Director	Date: June 15, 2018
By: <u>/s/ Debra M. Hart</u> Debra M. Hart, Director	Date: June 15, 2018
By: <u>/s/ Douglas M. Pitt</u> Douglas M. Pitt, Director	Date: June 15, 2018
By: <u>/s/ Earl A. Steinert, Jr.</u> Earl A. Steinert, Jr., Director	Date: June 15, 2018

INDEX TO EXHIBITS

Exhibit Number	Document
4.1	Charter of the Registrant (included as Appendix D to the Definitive Proxy Statement on Schedule 14A filed on March 31, 2004 by Great Southern Bancorp, Inc. (File No. 000-18082), and incorporated herein by reference).
4.2	Articles Supplementary to the Registrant's Charter setting forth the terms of the Registrant's Senior Non-Cumulative Perpetual Preferred Stock, Series A (included as Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on August 18, 2011 (File No. 000-18082) and incorporated herein by reference).
4.3	Bylaws of the Registrant (included as Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on October 19, 2007 (File No. 000-18082) and incorporated herein by reference).
5	Opinion of Silver, Freedman, Taff & Tiernan LLP
10.1	The Registrant's 2018 Omnibus Incentive Plan (included as Appendix A to the Registrant's Definitive Proxy Statement on Schedule 14A filed on March 27, 2018 and incorporated herein by reference).
10.2	Form of Incentive Stock Option Award Agreement under the 2018 Omnibus Incentive Plan.
10.3	Form of Non-Qualified Stock Option Award Agreement under the 2018 Omnibus Incentive Plan.
23.1	Consent of Silver, Freedman, Taff & Tiernan LLP (contained in Exhibit 5).
23.2	Consent of BKD, LLP.
24	Power of Attorney (contained on signature page).

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Section 2: EX-5 (OPINION OF SILVER, FREEDMAN, TAFF AND TIERNAN, LLP)

Exhibit 5

Law Offices
Silver, Freedman, Taff & Tiernan LLP
A Limited Liability Partnership Including Professional Corporations

3299 K STREET, N.W., SUITE 100
WASHINGTON, D.C. 20007
(202) 295-4500
WWW.SFTTLAW.COM

June 15, 2018

Board of Directors
Great Southern Bancorp, Inc.
1451 E. Battlefield

Ladies and Gentlemen:

We have acted as special counsel to Great Southern Bancorp, Inc., a Maryland corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission of a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Registration Statement"), relating to 800,000 shares of the Company's common stock, par value \$.01 per share (the "Common Stock"), to be offered pursuant to the Great Southern Bancorp, Inc. 2018 Omnibus Incentive Plan (the "Plan").

In connection with our opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Plan, the Registration Statement, the Company's charter and bylaws, resolutions of the Company's Board of Directors and committees thereof, and such other documents and corporate records as we have deemed appropriate for the purpose of rendering this opinion. We have assumed without investigation the genuineness of all signatures, the legal capacity of natural persons, the authenticity, accuracy and completeness of all documents submitted to us as originals, the conformity to authentic and complete original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity, accuracy and completeness of the originals of such copies. We have further assumed the accuracy of certifications of public officials, government agencies and departments, corporate officers, and individuals and statements of fact, on which we are relying, and have made no independent investigations thereof.

For purposes of this opinion, we have also assumed that (i) the shares of Common Stock issuable pursuant to awards under the Plan will continue to be validly authorized on the dates the Common Stock is issued pursuant to the Plan; (ii) on the dates the stock options issued under the Plan are exercised and the share awards vest, the stock options and the share awards will constitute valid, legal and binding obligations of the Company and will be enforceable as to the Company in accordance with their terms (subject to applicable bankruptcy, moratorium, insolvency, reorganization and other laws and legal principles affecting the enforceability of creditors' rights generally); (iii) the stock options are exercised in accordance with their terms and the Plan and the exercise price therefor is paid in accordance with the terms thereof; (iv) no change occurs in applicable law or the pertinent facts; and (v) the provisions of "blue sky" and other securities laws as may be applicable will have been complied with to the extent required.

Based upon the foregoing, and subject to the limitations, qualifications, exceptions and assumptions set forth herein, it is our opinion as of the date hereof that the shares of Common Stock being so registered will be, when and if issued, sold and paid for in accordance with and as contemplated by the Plan, validly issued, fully paid and non-assessable.

In rendering the foregoing opinion, we are not passing upon, and assume no responsibility for, any disclosure in any registration statement or any related prospectus or other offering material relating to the offer and sale of the Common Stock. The foregoing opinion is limited to the General Corporation Law of the State of Maryland, as currently in effect. This opinion is limited to the facts bearing on this opinion as they exist on the date of this opinion. We disclaim any obligation to review or supplement this opinion or to advise you of any changes in the circumstances, laws or events that may occur after this date or otherwise update this opinion.

We hereby consent to the inclusion of this opinion as Exhibit 5 to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder. The opinions expressed herein are matters of professional judgment and are not a guarantee of result.

Very truly yours,

/s/ SILVER, FREEDMAN, TAFF & TIERNAN LLP

SILVER, FREEDMAN, TAFF & TIERNAN LLP

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Section 3: EX-10.2 (FORM OF INCENTIVE STOCK OPTION AWARD AGREEMENT UNDER THE 2018 OMNIBUS INCENTIVE PLAN)

Exhibit 10.2

GREAT SOUTHERN BANCORP, INC.

2018 OMNIBUS INCENTIVE PLAN

INCENTIVE STOCK OPTION AGREEMENT

ISO NO. [•]

This option, intended to qualify as an Incentive Stock Option under Section 422 of the Internal Revenue Code of 1986, as amended, is granted as of [DATE] by Great Southern Bancorp, Inc. (the "Company") to [NAME] (the "Optionee"), in accordance with the following terms and conditions:

1. **Option Grant and Exercise Period.** The Company hereby grants to the Optionee an Option (the "Option") to purchase, pursuant to the Great Southern Bancorp, Inc. 2018 Omnibus Incentive Plan (as the same may from time to time be amended, the "Plan"), and upon the terms and conditions therein and hereinafter set forth, an aggregate of [•] shares (the "Option Shares") of the Common Stock, par value \$.01 per share ("Common Stock"), of the Company at the price (the "Exercise Price") of \$[•] per share. A copy of the Plan, as currently in effect, is incorporated herein by reference, and either is attached hereto or has been delivered previously to the Optionee. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Plan.

Except as set forth in Section 5 below or Section 8 below, this Option shall be exercisable only during the period (the "Exercise Period") commencing on [date] and ending at 5:00 p.m., Central time, on [date], such later time and date being hereinafter referred to as the "Expiration Date." Subject to Sections 5 and 8 below, this Option shall vest and become exercisable according to the following schedule:

<u>Vesting Date</u>	<u>Cumulative Percentage of Initial Award Vested</u>
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During the Exercise Period, to the extent vested, this Option shall be exercisable in whole at any time or in part from time to time subject to the provisions of this Agreement. In the event this Option or any portion thereof fails to qualify as an Incentive Stock Option for any reason

whatsoever, this Option or such portion thereof shall automatically be deemed a Non-Qualified Stock Option. For example, to the extent that this Option or any portion thereof becomes or remains exercisable after the expiration of three months following the Optionee's termination of employment (other than by reason of death or Disability with respect to that portion of this Option that is exercisable at time of death or Disability), this Option shall no longer qualify as an Incentive Stock Option but shall deem to be a Non-Qualified Stock Option for tax purposes.

2. Method of Exercise of This Option. This Option may be exercised during the Exercise Period by providing written notice to the **[Secretary]** of the Company specifying the number of Option Shares to be purchased; provided however, that the minimum number of Option Shares which may be purchased at any time shall be 100, or, if less, the total number of Option Shares relating to the Option which remain unpurchased. The notice must be in the form prescribed by Section 6.6 of the Plan. The date of exercise is the date on which such notice is received by the Company. Such notice must be accompanied by payment in full of the aggregate Exercise Price for the Option Shares to be purchased upon such exercise. Payment shall be made (i) in cash or its equivalent (including cash or its equivalent paid through a broker-assisted exercise program), (ii) by tendering previously acquired shares of Common Stock having an aggregate fair market value at the time of exercise equal to the aggregate Option Price, (iii) by net exercise (a cashless exercise whereby the Company will reduce the number of Option Shares issuable upon exercise by the number of Shares having a Fair Market Value equal to the exercise price for the Option Shares to be purchased upon exercise), or (iv) by a combination of (i), (ii) and (iii). Promptly after such payment, subject to Section 3 below,

the Company shall issue and deliver to the Optionee or other person exercising this Option (pursuant to Section 6.8(a) of the Plan in the event of the death of the Optionee) a certificate or certificates representing the shares of Common Stock so purchased, registered in the name of the Optionee (or such other person), or, upon request, in the name of the Optionee (or such other person) and in the name of another jointly with right of survivorship.

3. Delivery and Registration of Shares of Common Stock. The Company's obligation to deliver shares of Common Stock hereunder shall, if the Committee so requests, be conditioned upon the receipt of a representation as to the investment intention of the Optionee or any other person to whom such shares are to be delivered pursuant to Section 6.8(a) of the Plan in the event of the death of the Optionee, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), or any other Federal, state or local securities law or regulation. In requesting any such representation, it may be provided that such representation requirement shall become inoperative upon a registration of such shares or other action eliminating the necessity of such representation under the Securities Act or other securities law or regulation. The Company shall not be required to deliver any shares upon exercise of this Option prior to (i) the admission of such shares to listing on any stock exchange or system on which the shares of Common Stock may then be listed, and (ii) the completion of such registration or other qualification of such shares under any state or Federal law, rule or regulation, as the Committee shall determine to be necessary or advisable.

4. Non-transferability of This Option. This Option may not be assigned, encumbered, or transferred except, in the event of the death of the Optionee, by will or the laws of descent and distribution to the extent provided in Section 5 below. This Option is exercisable during the Optionee's lifetime only by the Optionee. The provisions of this Option shall be binding upon, inure to the benefit of and be enforceable by the parties hereto, the successors and assigns of the Company and any person to whom this Option is transferred by will or by the laws of descent and distribution.

5. Termination of Employment. Except as otherwise provided in this Section 5, if the Optionee voluntarily terminates employment or the Optionee's employment is involuntarily terminated without Cause (including voluntary termination under circumstances constituting an involuntary termination or a resignation for good reason under an employment, severance or other agreement applicable to Optionee), then the Optionee shall have ninety (90) days after such termination of employment to exercise this Option to the extent it is otherwise exercisable on the date of employment termination, but in no event later than the Expiration Date. If the Optionee is terminated for Cause, all rights under this Option shall expire immediately upon the giving to the Optionee of notice of such termination.

Nothing herein is intended to diminish the rights of the Optionee under the Plan if the Optionee's employment is terminated due to death or Disability.

In accordance with Section 8 below, the foregoing provisions of this Section 5 shall apply following a Change in Control to this Option or, if applicable, the Replacement Award (as defined in Section 8) which continues in effect after the Change in Control, provided, that if Optionee's employment terminates upon or after a Change in Control under circumstances constituting involuntary termination without Cause (as described above), then this Option, or, if applicable, the Replacement Award, shall become immediately exercisable (to the extent not already exercisable) and shall remain exercisable for a period of 90 days after such termination of employment, but in no event later than the Expiration Date.

6. Regulatory, Recoupment and Holding Period Requirements. Optionee acknowledges and agrees that this Award and Optionee's receipt of any Shares hereunder is subject to possible reduction, cancellation, forfeiture, recoupment (clawback), delayed payment or holding period requirements, (a) upon the occurrence of events set forth in Section 17.3 of the Plan, or (b) pursuant to policies which the Company has or may adopt in furtherance of any Regulatory Requirements (including, but not limited to, the Dodd-Frank Wall Street Reform and Consumer Protection Act) or otherwise.

7. Adjustments for Changes in Capitalization of the Company. In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, share combination or other change in the corporate structure of the Company affecting the shares of the Company's Common Stock, such adjustment shall be made in the number and class of shares covered by this Option and the Exercise Price of this Option as shall be

determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights; and provided that the number of shares subject to this Option shall always be a whole number.

8. Effect of Change in Control. A Change in Control shall not, by itself, result in acceleration of the vesting and exercisability of the Option, except as provided in this Section 8.

Upon a Change in Control prior to the scheduled vesting date, except to the extent that another Award meeting the requirements of this Section 8 (a "Replacement Award") is provided to Optionee to replace this Award (the "Replaced Award"), the Option shall vest and be exercisable in full on the effective date of such Change in Control.

An Award shall meet the conditions of this Section 8 (and thereby qualify as a Replacement Award) if the following conditions are met:

(a) The Award has a value at least equal to the value of the Replaced Award;

(b) The Award relates to publicly-traded equity securities of the Company or its successor following the Change the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control; and

(c) The other terms and conditions of the Award are not less favorable to the Optionee than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control and the provisions of Section 5 of this Agreement and Section 12.4 of the Plan relating to vesting and exercisability in the event of termination of employment).

Without limiting the generality of the foregoing, a Replacement Award may take the form of a continuation of a Replaced Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 8 are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

9. Shareholder Rights Not Granted by This Option. The Optionee is not entitled by virtue hereof to any rights of a shareholder of the Company or to notice of meetings of shareholders or to notice of any other proceedings of the Company.

10. Withholding Tax. The Company shall have the power and the right to deduct or withhold from shares of Common Stock issuable upon exercise of the Option, shares with a Fair Market Value equal to the amount sufficient to satisfy any applicable income, employment or other taxes required by law to be withheld, unless Optionee has made arrangements acceptable to the Company for the payment of such taxes.

11. Notices. All notices hereunder to the Company shall be delivered or mailed to it addressed to the Secretary of Great Southern Bancorp, Inc., 1451 E. Battlefield, Springfield, Missouri 65804-9009. Any notices hereunder to the Optionee shall be delivered personally or mailed to the Optionee's address noted below. Such addresses for the service of notices may be changed at any time provided written notice of the change is furnished in advance to the Company or to the Optionee, as the case may be.

12. Plan and Plan Interpretations as Controlling. This Option and the terms and conditions herein set forth are subject in all respects to the terms and conditions of the Plan, which are controlling. All determinations and interpretations of the Committee shall be binding and conclusive upon the Optionee or his legal representatives with regard to any question arising hereunder or under the Plan.

13. Optionee Service. Nothing in this Option shall limit the right of the Company or any of its Affiliates to terminate the Optionee's service as an officer or employee, or otherwise impose upon the Company or any of its Affiliates any obligation to employ or accept the services of the Optionee.

14. Optionee Acceptance. The Optionee shall signify his acceptance of the terms and conditions of this Option by signing in the space provided below and returning a signed copy hereof to the Company at the address set forth in Section 11 above. To the extent the terms of any employment, severance or other agreement to which the

Optionee is a party with the Company or any Subsidiary that is then in effect provide for any rights that conflict with or are otherwise contrary to the terms contained in this Award Agreement, including the vesting or exercise rights contained in Sections 5 and 8, the terms of this Award Agreement shall control.

15. Electronic Signature. All references to signatures and delivery of documents in this Option may be satisfied by procedures the Company has established or may establish from time to time for an electronic system for execution and delivery of any such documents, including this Option. Optionee's electronic signature, including, without limitation, "click-through" acceptance of this Option through a website maintained by or on behalf of the Company, is the same as, and shall have the same force and effect as, Optionee's manual signature. Any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services relating to this Option.

16. Notice of Sale. The Optionee or any person to whom this Option or the Option Shares shall have been transferred by will or by the laws of descent and distribution promptly shall give notice to the Company in the event of the sale or other disposition of Option Shares within the later of (a) two years from the date of grant of this Option or (b) one year from the date of exercise of this Option. Such notice shall specify the number of Option Shares sold or otherwise disposed of and be directed to the address set forth in Section 11 above.

IN WITNESS WHEREOF, the parties hereto have caused this INCENTIVE STOCK OPTION AGREEMENT to be executed as of the date first above written.

GREAT SOUTHERN BANCORP, INC.

[Name/Title]

ACCEPTED:

(Street Address)

(City, State, and Zip Code)

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Section 4: EX-10.3 (FORM OF NON-QUALIFIED STOCK OPTION AWARD AGREEMENT UNDER THE 2018 OMNIBUS INCENTIVE PLAN)

Exhibit 10.3

GREAT SOUTHERN BANCORP, INC.

2018 OMNIBUS INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AGREEMENT

NQSO NO. [•]

This option, intended to be a Non-Qualified Stock Option, is granted as of [DATE] by Great Southern Bancorp, Inc. (the "Company") to [NAME] (the "Optionee"), in accordance with the following terms and conditions:

1. Option Grant and Exercise Period. The Company hereby grants to the Optionee an Option (the "Option") to purchase, pursuant to the Great Southern Bancorp, Inc. 2018 Omnibus Incentive Plan (as the same may from time to time be amended, the "Plan"), and upon the terms and conditions therein and hereinafter set forth, an aggregate of [•] shares (the "Option Shares") of the Common Stock, par value \$.01 per share ("Common Stock"), of the Company at the price (the "Exercise Price") of \$[•] per share. A copy of the Plan, as currently in effect, is incorporated herein by reference, and either is attached hereto or has been delivered previously to the Optionee. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Plan.

Except as set forth in Section 5 below or Section 8 below, this Option shall be exercisable only during the period (the "Exercise Period") commencing on [DATE] and ending at 5:00 p.m., Central time, on [DATE], such later time and date being hereinafter referred to as the "Expiration Date." Subject to Sections 5 and 8 below, this Option shall vest and become exercisable according to the following schedule:

Vesting Date	Cumulative Percentage of Initial Award Vested
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During the Exercise Period, to the extent vested, this Option shall be exercisable in whole at any time or in part from time to time subject to the provisions of this Agreement.

2. Method of Exercise of This Option. This Option may be exercised during the Exercise Period by providing written notice to the [Secretary] of the Company specifying the number of Option Shares to be purchased; provided however, that the minimum number of Option Shares which may be purchased at any time shall be 100, or, if less, the total number of Option Shares relating to the Option which remain unpurchased. The notice must be in the form prescribed by Section 6.6 of the Plan. The date of exercise is the date on which such notice is received by the Company. Such notice must be accompanied by payment in full of the aggregate Exercise Price for the Option Shares to be purchased upon such exercise. Payment shall be made (i) in cash or its equivalent (including cash or its equivalent paid through a broker-assisted exercise program), (ii) by tendering previously acquired shares of Common Stock having an aggregate fair market value at the time of exercise equal to the aggregate Option Price, (iii) by net exercise (a cashless exercise whereby the Company will reduce the number of Option Shares issuable upon exercise by the number of Shares having a Fair Market Value equal to the exercise price for the Option Shares to be purchased upon exercise), or (iv) by a combination of (i), (ii) and (iii). Promptly after such payment, subject to Section 3 below, the Company shall issue and deliver to the Optionee or other person exercising this Option (pursuant to Section 6.8(a) of the Plan in the event of the death of the Optionee) a certificate or certificates representing the shares of Common Stock so purchased, registered in the name of the Optionee (or such other person), or, upon request, in the name of the Optionee (or such other person) and in the name of another jointly with right of survivorship.

3. Delivery and Registration of Shares of Common Stock. The Company's obligation to deliver shares of Common Stock hereunder shall, if the Committee so requests, be conditioned upon the receipt of a representation as to the investment intention of the Optionee or any other person to whom such shares are to be delivered pursuant to Section 6.8(a) of the Plan in the event of the death of the Optionee, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), or any other Federal, state or local securities law or regulation. In requesting any such representation, it may be provided that such representation requirement shall become inoperative upon a registration of such shares or other action eliminating the necessity of such representation under the Securities Act or other securities law or regulation. The Company shall not be required to deliver any shares upon exercise of this Option prior to (i) the admission of such shares to listing on any stock exchange or system on which the shares of Common Stock may then be listed, and (ii) the completion of such registration or other qualification of such shares under any state or Federal law, rule or regulation, as the Committee shall determine to be necessary or advisable.

4. Non-transferability of This Option. This Option may not be assigned, encumbered, or transferred except, in the event of the death of the Optionee, by will or the laws of descent and distribution to the extent provided in Section 5 below. This Option is exercisable during the Optionee's lifetime only by the Optionee. The provisions of this Option shall be binding upon, inure to the benefit of and be enforceable by the parties hereto, the successors and assigns of the Company and any person to whom this Option is transferred by will or by the laws of descent and distribution.

5. Termination of Employment. Except as otherwise provided in this Section 5, if the Optionee voluntarily terminates employment or service as a director or the Optionee's employment or service as a director is involuntarily terminated without Cause (including voluntary termination under circumstances constituting an involuntary termination or a resignation for good reason under an employment, severance or other agreement applicable to Optionee), then the Optionee shall have ninety (90) days after such termination of employment or service as a director to exercise this Option to the extent it is otherwise exercisable on the date of employment termination, but in no event later than the Expiration Date. If the Optionee is terminated for Cause, all rights under this Option shall expire immediately upon the giving to the Optionee of notice of such termination.

Nothing herein is intended to diminish the rights of the Optionee under the Plan if the Optionee's employment is terminated due to death or Disability.

In accordance with Section 8 below, the foregoing provisions of this Section 5 shall apply following a Change in Control to this Option or, if applicable, the Replacement Award (as defined in Section 8) which continues in effect after the Change in Control, provided, that if Optionee's employment terminates upon or after a Change in Control under circumstances constituting involuntary termination without Cause (as described above), then this Option, or, if applicable, the Replacement Award, shall become immediately exercisable (to the extent not already exercisable) and shall remain exercisable for a period of 90 days after such termination of employment, but in no event later than the Expiration Date.

6. Regulatory, Recoupment and Holding Period Requirements. Optionee acknowledges and agrees that this Award and Optionee's receipt of any Shares hereunder is subject to possible reduction, cancellation, forfeiture, recoupment (clawback), delayed payment or holding period requirements, (a) upon the occurrence of events set forth in Section 17.3 of the Plan, or (b) pursuant to policies which the Company has or may adopt in furtherance of any Regulatory Requirements (including, but not limited to, the Dodd-Frank Wall Street Reform and Consumer Protection Act) or otherwise.

7. Adjustments for Changes in Capitalization of the Company. In the event of any merger, reorganization, consolidation, recapitalization, separation, liquidation, stock dividend, split-up, share combination or other change in the corporate structure of the Company affecting the shares of the Company's Common Stock, such adjustment shall be made in the number and class of shares covered by this Option and the Exercise Price of this Option as shall be determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights; and provided that the number of shares subject to this Option shall always be a whole number.

8. Effect of Change in Control. A Change in Control shall not, by itself, result in acceleration of the vesting and exercisability of the Option, except as provided in this Section 8.

Upon a Change in Control prior to the scheduled vesting date, except to the extent that another Award meeting the requirements of this Section 8 (a "Replacement Award") is provided to Optionee to replace this Award (the "Replaced Award"), the Option shall vest and be exercisable in full on the effective date of such Change in Control.

An Award shall meet the conditions of this Section 8 (and thereby qualify as a Replacement Award) if the following conditions are met:

(a) The Award has a value at least equal to the value of the Replaced Award;

(b) The Award relates to publicly-traded equity securities of the Company or its successor following the Change the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control; and

(c) The other terms and conditions of the Award are not less favorable to the Optionee than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control and the provisions of Section 5 of this Agreement and Section 12.4 of the Plan relating to vesting and exercisability in the event of termination of employment).

Without limiting the generality of the foregoing, a Replacement Award may take the form of a continuation of a Replaced Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 8 are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

9. Shareholder Rights Not Granted by This Option. The Optionee is not entitled by virtue hereof to any rights of a shareholder of the Company or to notice of meetings of shareholders or to notice of any other proceedings of the Company.

10. Withholding Tax. The Company shall have the power and the right to deduct or withhold from shares of Common Stock issuable upon exercise of the Option, shares with a Fair Market Value equal to the amount sufficient to satisfy any applicable income, employment or other taxes required by law to be withheld, unless Optionee has made arrangements acceptable to the Company for the payment of such taxes.

11. Notices. All notices hereunder to the Company shall be delivered or mailed to it addressed to the Secretary of Great Southern Bancorp, Inc., 1451 E. Battlefield, Springfield, Missouri 65804-9009. Any notices hereunder to the Optionee shall be delivered personally or mailed to the Optionee's address noted below. Such addresses for the service of notices may be changed at any time provided written notice of the change is furnished in advance to the Company or to the Optionee, as the case may be.

12. Plan and Plan Interpretations as Controlling. This Option and the terms and conditions herein set forth are subject in all respects to the terms and conditions of the Plan, which are controlling. All determinations and interpretations of the Committee shall be binding and conclusive upon the Optionee or his legal representatives with regard to any question arising hereunder or under the Plan.

13. Optionee Service. Nothing in this Option shall limit the right of the Company or any of its Affiliates to terminate the Optionee's service as an officer or employee, or otherwise impose upon the Company or any of its Affiliates any obligation to employ or accept the services of the Optionee.

14. Optionee Acceptance. The Optionee shall signify his acceptance of the terms and conditions of this Option by signing in the space provided below and returning a signed copy hereof to the Company at the address set forth in Section 11 above.

15. Electronic Signature. All references to signatures and delivery of documents in this Option may be satisfied by procedures the Company has established or may establish from time to time for an electronic system for execution and delivery of any such documents, including this Option. Optionee's electronic signature, including, without limitation, "click-through" acceptance of this Option through a website maintained by or on behalf of the Company, is the same as, and shall have the same force and effect as, Optionee's manual signature. Any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services relating to this Option.

IN WITNESS WHEREOF, the parties hereto have caused this NON-QUALIFIED STOCK OPTION AGREEMENT to be executed as of the date first above written.

GREAT SOUTHERN BANCORP, INC.

[Name/Title]

ACCEPTED:

(Street Address)

(City, State, and Zip Code)

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Section 5: EX-23.2 (CONSENT OF BKD, LLP)

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Audit Committee, Board of Directors and Stockholders
Great Southern Bancorp, Inc.
Springfield, Missouri

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 6, 2018, on our audits of the consolidated financial statements included in the Annual Report on Form 10-K of Great Southern Bancorp, Inc. as of December 31, 2017 and 2016, and for each of the three years in the period ended December 31, 2017. We also consent to the incorporation by reference of our report dated March 6, 2018, on our audit of the internal control over financial reporting of Great Southern Bancorp, Inc. as of December 31, 2017, which is included in the Annual Report on Form 10-K.

/s/ BKD, LLP

Springfield, Missouri
June 15, 2018

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