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

OKLAHOMA STATE BANKING DEPARTMENT
OKLAHOMA CITY, OKLAHOMA

Written Agreement by and among FIRST PRYORITY BANK Pryor, Oklahoma FEDERAL RESERVE BANK OF KANSAS CITY Kansas City, Missouri and OKLAHOMA STATE BANKING DEPARTMENT Oklahoma City, Oklahoma	Docket No. 08-003-WA/RB-SM

WHEREAS, in recognition of their common goal to restore and maintain the financial soundness of First Pryority Bank, Pryor, Oklahoma (the "Bank"), a state chartered bank that is a member of the Federal Reserve System, the Bank, Federal Reserve Bank of Kansas City (the "Reserve Bank"), and the Oklahoma State Banking Department (the "Department") have mutually agreed to enter into this Written Agreement (the "Agreement"); and

WHEREAS, on March 25, 2008, the board of directors of the Bank, at a duly constituted meeting, adopted a resolution authorizing and directing Gary D. Shamel, CEO, to enter into this Agreement on behalf of the Bank, and consenting to compliance by the Bank and its institution-affiliated parties, as defined in section 3(u) of the Federal

Deposit Insurance Act, as amended (the "FDI Act") (12 U.S.C. § 1813(u)(3)), with each and every provision of this Agreement.

NOW, THEREFORE, the Bank, the Reserve Bank, and the Department agree as follows:

Corporate Governance and Management

1. (a) Within 30 days of this Agreement, the board of directors of the Bank shall engage an independent consultant acceptable to the Reserve Bank and the Department to conduct a review of the effectiveness of the Bank's corporate governance and management structure (the "Review") and to prepare a written report of findings and recommendations (the "Consultant's Report"). The terms of the contract with the consultant shall require that the Review be completed within 45 days of the retention of the consultant and that the Consultant's Report be submitted to the board of directors of the Bank within 10 days of the completion of the Review. The Review shall, at a minimum, address, consider, and include:

(i) the identification of the type and number of officer positions needed to manage and properly supervise the affairs of the Bank;

(ii) an evaluation of each Bank officer to determine whether the individual possesses the ability, experience, and other qualifications required to competently perform present and anticipated duties, including adherence to established policies and procedures, restore and maintain the Bank to a safe and sound condition, and comply with the requirements of this Agreement;

(iii) the establishment of a formal organizational structure that establishes clear lines of authority and responsibility for monitoring adherence to established policies; and

(iv) an assessment of the current structure and composition of the board of directors and its committees, and a determination of the structure and composition needed to adequately supervise the affairs of the Bank.

(b) The board of directors of the Bank shall forward a copy of the Consultant's Report to the Reserve Bank and the Department within five days of its receipt.

(c) Within 30 days of the Bank's receipt of the Consultant's Report, the Bank shall submit to the Reserve Bank and the Department a written management plan that fully addresses the findings and recommendations in the Consultant's Report regarding management and describes the specific actions, including timeframes, that the board of directors proposes to take in order to strengthen the Bank's management.

2. Within 45 days of the Bank's receipt of the Consultant's Report, the Bank shall submit to the Reserve Bank and the Department a written plan that describes the specific actions, including timeframes, that the board of directors proposes to take to strengthen its oversight of the management and operations of the Bank and that fully addresses the findings and recommendations in the Consultant's Report regarding corporate governance. The plan shall, at a minimum, address, consider, and include:

(a) The actions that the board of directors will take to strengthen and maintain effective control over, and supervision of, the Bank's senior management and major operations and activities, including, at a minimum:

(i) credit risk management, including loan underwriting, documentation, administration, and internal controls; and

(ii) liquidity risk management;

(b) the responsibility of the Bank's board of directors to monitor management's adherence to approved policies and procedures, and compliance with applicable laws and regulations;

(c) the identification and establishment of board of directors and officer committees that are needed to provide guidance and oversight to Bank management; and

(d) a description of the information to be included in the periodic reports that will be reviewed by the board of directors in its oversight of the operations and management of the Bank.

3. 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, the Bank 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 of the Federal Reserve System (the "Board of Governors") (12 C.F.R. §§ 225.71 *et seq.*).

4. The Bank 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 Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

Loan Policies, Procedures, and Administration

5. Within 90 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department acceptable revised written loan and credit administration policies and procedures that shall, at a minimum, address, consider, and include:

(a) The loan approval process, including but not limited to approval limits for all loan officers and the board's loan committee;

(b) a complete description of required loan documentation and collateral for each specific type of loan, and a requirement for maintenance of such documentation in the loan files;

(c) guidelines for real estate appraisals that are consistent with the Interagency Statement on Independent Appraisal and Evaluation Functions, dated October 27, 2003 (SR 03-18, October 28, 2003), and Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994 (SR-94-55, October 28, 1994), as well as the requirements of Subpart G of Regulation Y of the Board of Governors (12 C.F.R. Part 225, Subpart G), made applicable to state member banks by section 208.50 of Regulation H of the Board of Governors (12 C.F.R § 208.50);

(d) procedures for exceptions to the Bank's loan policies, including required documentation by the account officer and approval by the board of directors;

(e) implementation of a loan grading system consistent with regulatory guidance to identify and address credit quality problems within the loan portfolio;

(f) establishing a process to obtain independent loan reviews;

(g) providing the board of directors with concentration reports identifying all loans that exceed 20 percent of capital and all real estate loans with loan-to-value ratios in excess of the supervisory limits set forth in Appendix C of Regulation H of the Board of Governors (12 C.F.R. Part 208, Appendix C);

(h) establishing procedures to identify, monitor, and control risks associated with concentrations of credit, consistent with Interagency Guidance on Concentrations in Commercial Real Estate Lending, Sound Risk Management Practices, dated December 12, 2006 (SR 07-1, January 4, 2007); and

(i) measures to address the deficiencies in loan policies and procedures and credit administration noted in the report of examination of the Bank conducted by the Reserve Bank and the Department that was commenced on October 1, 2007 (the "Report of Examination").

6. The Bank's board of directors and senior management shall take all steps necessary to ensure that all loan officers receive training on the Bank's revised loan and credit administration policies and procedures within 90 days after their adoption.

Asset Improvement

7. (a) The Bank shall not, directly or indirectly, extend or renew any credit to or for the benefit of any borrower, including any related interest of the borrower, who is obligated to the Bank in any manner on any extension of credit or portion thereof that has been charged-off by the Bank or classified, in whole or in part, "loss" or "doubtful" in the Report of Examination or in any subsequent report of examination, as long as such credit remains uncollected.

(b) The Bank shall not, directly or indirectly, extend or renew any credit to or for the benefit of any borrower, including any related interest of the borrower, whose extension of credit has been classified "substandard" in the Report of Examination, any subsequent report of examination or any internal or external loan review, without the prior approval of the board of directors, who shall document in writing the reasons for the extension of credit or renewal, specifically certifying that:

(i) the extension of credit is necessary to protect the Bank's interest in the ultimate collection of the credit already granted; or

(ii) the extension of credit is in full compliance with the Bank's written loan policy, is adequately secured, and a thorough credit analysis has been performed.

8. Within 60 days of this Agreement, the Bank shall take all steps necessary to correct documentation exceptions noted in the Report of Examination. Thereafter, the Bank shall maintain current and complete documentation on all loans consistent with its approved loan policies. In all cases where the Bank is unable to obtain documentation, the Bank shall document the actions taken to secure the information and the reason the information could not be obtained and shall maintain such documentation for subsequent supervisory review.

9. (a) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department an acceptable written plan designed to improve the Bank's position through repayment, amortization, liquidation, additional collateral, or other means on each loan or other asset in excess of $100,000, including other real estate owned ("OREO"), that (i) is past due as to principal or interest more than 90 days as of

the date of this Agreement; (ii) is on the Bank's watch list; or (iii) was adversely classified in the Report of Examination.

(b) Within 30 days of the date that any additional loan or other asset in excess of $100,000, including OREO, becomes past due as to principal or interest for more than 90 days, is on the Bank's watch list, or is adversely classified in any subsequent report of examination of the Bank, the Bank shall submit to the Reserve Bank and the Department an acceptable written plan to improve the Bank's position on such loan or asset.

(c) Within 30 days after the end of each calendar quarter thereafter, the Bank shall submit to the Reserve Bank and the Department a written progress report to update each asset improvement plan, along with a copy of the Bank's current watch list, extension report, and past due/non-accrual report.

Allowance for Loan and Lease Losses

10. Within 10 days of this Agreement, the Bank shall eliminate from its books, by charge-off or collection, all portions of assets classified "loss" in the Report of Examination that have not been previously collected in full or charged off. Thereafter, the Bank shall, within 30 days from the receipt of any federal or state report of examination, charge off all portions of assets classified "loss" unless otherwise approved in writing by the Reserve Bank and the Department.

11. (a) The Bank shall maintain, in accordance with generally accepted accounting principles ("GAAP") and supervisory guidance, an adequate valuation reserve for loan and lease losses (the "ALLL"). The adequacy of the ALLL shall be determined in accordance with relevant supervisory guidance, including the Interagency Policy

Statements on the Allowance for Loan and Lease Losses, dated July 2, 2001 and December 13, 2006. The elements of supervisory guidance to be considered shall include, but are not limited to, the reliability of the Bank's loan grading system, the volume of criticized loans, the current level of past due and nonperforming loans, past loan loss experience, evaluation of probable losses in the Bank's loan portfolio, including the potential for the existence of unidentified losses in loans adversely classified, the imprecision of loss estimates, and examiners' criticisms in the Report of Examination.

(b) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department a description of the methodology used to determine the Bank's ALLL. Thereafter, the Bank shall conduct, at least on a quarterly calendar basis, an assessment of its ALLL and, within 30 days of the end of each calendar quarter, shall submit to the Reserve Bank and the Department the quarterly assessment, including the methodology used in determining the amount of ALLL for that quarter. The Bank shall maintain for subsequent supervisory review documentation to support the methodology used for each quarterly assessment.

Capital Plan

12. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department an acceptable written plan to maintain a sufficient capital position at the Bank. The plan shall, at a minimum, address, consider, and include:

(a) Compliance with the Capital Adequacy Guidelines for State Member Banks: Risk-Based Measure and Tier 1 Leverage Measure, Appendices A and B of Regulation H of the Board of Governors (12 C.F.R. Part 208, App. A and B);

(b) the volume of adversely classified assets;

(c) the adequacy of the loan loss reserve;

(d) any planned asset growth;

(e) the anticipated level of retained earnings;

(f) anticipated and contingent liquidity needs; and

(g) the source and timing of additional funds to fulfill the future capital and loan loss reserve needs of the Bank.

13. The Bank's board of directors shall monitor and review the sufficiency of the Bank's capital position on a monthly basis and shall reflect such reviews in the minutes of the board of directors' meetings.

Earnings Plan and Budget

14. (a) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department a written business plan for improving the Bank's earnings. The plan, at a minimum, shall provide for or describe:

(i) a realistic and comprehensive budget for calendar year 2008, including income statement and balance sheet projections;

(ii) a description of the operating assumptions that form the basis for, and adequately support, major projected income, expense, and balance sheet components; and

(iii) a budget review process incorporating the use of pro forma income statements in the analysis of budgeted versus actual income and expenses.

(b) A business plan and budget for each calendar year subsequent to 2008 shall be submitted to the Reserve Bank and the Department at least 30 days prior to the beginning of that calendar year.

(c) During the term of this Agreement, the Bank shall submit to the Reserve Bank and the Department quarterly reports of the variance of actual income and expenses from budgetary projections, including a narrative explanation of any significant variances.

Dividends

15. The Bank shall not declare or pay any dividends without the prior written approval of the Reserve Bank, the Director of the Division of Banking Supervision and Regulation of the Board of Governors, and the Department. All requests for prior approval shall be received by the Reserve Bank and the Department at least 30 days prior to the proposed dividend declaration date and shall contain, but not be limited to, current and projected information on earnings, cash flow, capital, asset quality, and loan loss reserve needs of the Bank.

Liquidity Management

16. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Department acceptable revised written policies and procedures designed to improve the management of the Bank's liquidity. The revised policies and procedures shall, at a minimum, address, consider, and include:

(a) Specific liquidity targets and parameters;

(b) the use of a formal funding sources and uses tool to estimate anticipated funding needs on an ongoing basis;

(c) the asset/liability management committee's responsibility to review local deposit rates frequently and adjust the Bank's rates as deemed necessary; and

(d) a contingency funding plan that identifies specific sources of funds and procedures to meet unanticipated liquidity needs.

Information Technology

17. The Bank shall immediately take steps to correct the information technology deficiencies noted in the Report of Examination, including but not limited to the information security program, system access levels, and internal controls.

Compliance with Laws and Regulations

18. The board of directors shall immediately take all necessary steps to correct the violations of law cited in the Report of Examination. In addition, the board of directors shall take steps designed to ensure that the Bank complies with all applicable laws and regulations in the future.

Compliance with the Agreement

19. (a) Within 15 days of this Agreement, the board of directors shall appoint a compliance committee (the "Compliance Committee") to monitor and coordinate the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall be comprised of at least three or more outside directors who are not executive officers or principal shareholders of the Bank, as defined in sections 215.2(e)(1) and 215.2(m)(1) of Regulation O of the Board of Governors (12 C.F.R. §§ 215.2(e)(1) and 215.2(m)(1)). At a minimum, the Compliance Committee shall meet no less often than monthly, shall keep detailed minutes of each meeting, and shall report its

findings to the board of directors monthly. Copies of the Compliance Committee's minutes shall be provided to the Reserve Bank monthly.

(b) Within 30 days after the end of each calendar quarter following the date of this Agreement, the board of directors and the Bank shall submit to the Reserve Bank and the Department written progress reports detailing the form and manner of all actions taken to secure compliance with this Agreement and the results thereof. Such reports may be discontinued when the corrections required by this Agreement have been accomplished and the Reserve Bank and the Department have, in writing, released the Bank from making further reports.

Approval and Implementation of Plans, Policies, and Procedures

20. (a) The Bank shall submit written policies, procedures, and plans that are acceptable to the Reserve Bank and the Department within the applicable time periods set forth in paragraphs 5, 9, 12, and 16 of this Agreement. An independent consultant acceptable to the Reserve Bank and the Department shall be retained by the Bank within the period set forth in paragraph 1 of this Agreement.

(b) Within 30 days of approval by the Reserve Bank and the Department, the Bank shall adopt the approved policies, procedures, plans, and programs. Upon adoption, the Bank shall implement the approved policies, procedures, plans, and programs and thereafter fully comply with them.

(c) During the term of this Agreement, the approved policies, procedures, plans, and programs shall not be amended or rescinded without the prior written approval of the Reserve Bank and the Department.

Communications

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

(a) Ms. Susan E. Zubradt
Vice President
Federal Reserve Bank of Kansas City
925 Grand Boulevard
Kansas City, Missouri 64198

(b) Mr. Mick Thompson
Bank Commissioner
Oklahoma State Banking Department
4545 N. Lincoln Boulevard, Suite 164
Oklahoma City, Oklahoma 73105

(c) Mr. Gary Shamel
Chief Executive Officer
First Pryority Bank
310 E. Graham Avenue
P.O. Box 218
Pryor, Oklahoma 74362

22. Notwithstanding any provision of this Agreement, the Reserve Bank and the Department may, in their sole discretion, grant written extensions of time to the Bank to comply with any provision of this Agreement.

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

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

25. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, the Department, or any other federal or state

agency from taking any other action affecting the Bank or any of its current or former institution-affiliated parties and their successors and assigns.

26. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this written 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 25th day of March, 2008.

FIRST PRYORITY BANK

By: /s/ Gary D. Shamel
Mr. Gary Shamel
Chief Executive Officer

FEDERAL RESERVE BANK
OF KANSAS CITY

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

OKLAHOMA STATE BANKING
DEPARTMENT

By: /s/ Mick Thompson
Mr. Mick Thompson
Bank Commissioner