

#2001-59

**AGREEMENT BY AND BETWEEN
The First National Bank & Trust Company
Nowata, Oklahoma
and
The Office of the Comptroller of the Currency**

The First National Bank & Trust Company, Nowata, Oklahoma (Bank) and the Comptroller of the Currency of the United States of America (Comptroller) wish to protect the interests of the depositors, other customers, and shareholders of the Bank, and, toward that end, wish the Bank to operate safely and soundly and in accordance with all applicable laws, rules and regulations.

On April 19, 2000, the Bank, by and through its duly elected and acting Board of Directors (Board) and the Comptroller of the Currency, by and through his duly authorized representative, entered into an Agreement, which is incorporated herein by reference the same as if fully set forth, and continues in full force and effect, except to the extent as amended herein.

The Comptroller, through his National Bank Examiner, has examined the Bank, and his findings are contained in the Report of Examination, dated December 31, 2000 (ROE).

In consideration of the above premises, it is agreed, between the Bank, by and through its duly elected and acting Board of Directors (Board), and the Comptroller, through his authorized representative, that the Agreement dated April 19, 2000, shall be amended as set forth herein, and that the Bank shall at all times operate in compliance with the Articles of this Amended Agreement.

ARTICLE I -- JURISDICTION

(1) This Agreement shall be construed to be a “written agreement entered into with the agency” within the meaning of 12 U.S.C. § 1818(b)(1).

(2) This Agreement shall be construed to be a “written agreement between such depository institution and such agency” within the meaning of 12 U.S.C. § 1818(e)(1) and 12 U.S.C. § 1818(i)(2).

(3) This Agreement shall be construed to be a “formal written agreement” within the meaning of 12 C.F.R. § 5.51(c)(6)(ii). *See* 12 U.S.C. § 1831i.

(4) This Agreement shall be construed to be a “written agreement” within the meaning of 12 U.S.C. § 1818(u)(1)(A).

(5) All reports or plans which the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded to:

Mr. Leigh Hoge
Assistant Deputy Comptroller
Tulsa Field Office
7134 South Yale Avenue, Suite 910
Tulsa, Oklahoma 74136-6360

ARTICLE II -- NEW ARTICLES

The following two new articles are added as amendments to the existing Agreement:

ARTICLE X -- MANAGEMENT FEES TO INDIVIDUALS

(1) By June 30, 2001, the Board shall, at a minimum, have reviewed written documentation and analysis of all services rendered by principal shareholders, directors (other than the Bank's President), or by the related interests of such persons, as defined in 12 C.F.R. Part 215 (Individuals), to ensure that the Bank has received the full benefit to which it is entitled. The Board shall also have determined that the fees or other remuneration paid by the Bank to such Individuals:

- (a) is reasonable, given the financial condition of the bank;
- (b) has a direct relationship to, and is based solely upon, the fair value of goods and services received by the Bank; and
- (c) compensates the Individual only for providing goods and services, which meet the legitimate needs of the Bank.
- (d) all adjustments, resulting from the above-described review, to the remuneration made to the Individuals, shall take effect no later than June 30, 2001.

(2) All documentation supporting the payment of any salary, consulting fee, expense reimbursement, or other type of compensation or remuneration to such Individuals shall be preserved in the Bank.

ARTICLE XI -- LIQUIDITY

(1) The Board shall adopt a formal contingency funding plan to ensure the continuity of operations given any anticipated or extraordinary demand against its funding base. The plan should include, but is not limited to:

- (a) (a) identification of funding sources and amounts;
- (b) (b) ranking of funding sources by preference for use;
- (c) (c) funding source contact information;
- (d) (d) procedures for contacting community leaders, bank customers, and regulatory agencies;
- (e) (e) identification of events that will cause portions of the plan to be implemented; and
- (f) management responsibilities.

(2) A copy of the contingency funding plan shall be forwarded to the Assistant Deputy Comptroller by June 30, 2001.

CLOSING

(3) Although the Board has agreed to submit certain programs and reports to the Assistant Deputy Comptroller for review or approval, the Board has the ultimate responsibility for proper and sound management of the Bank.

(4) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him/her by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(5) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. Such time requirements may be extended in writing by the Assistant Deputy Comptroller for good cause upon written application by the Board.

(6) The provisions of this Agreement shall be effective upon execution by the parties hereto and its provisions shall continue in full force and effect unless or until such provisions are amended in writing by mutual consent of the parties to the Agreement or excepted, waived, or terminated in writing by the Comptroller.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller, has hereunto set his hand on behalf of the Comptroller.

/s/

05/17/2001

Leigh R. Hoge
Assistant Deputy Comptroller
Tulsa Field Office

Date

AND IN FURTHER TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

/s/ Gerald E. DeLozier	Date
/s/ Darrel D. Fry	05/17/01 Date
/s/ B. C. Lee	05/17/01 Date
/s/ Bryan L. Lee	05/17/01 Date
/s/ Delphia Conner Lee	05/17/01 Date
/s/ Carl Long	05/17/01 Date
James H. Pierson	Date
Melissa Lee Richier	Date
/s/ Bernard M. Roberts	05/17/01 Date
/s/ Billy Bob Willis	05/17/01 Date