

SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 21st day of February, 1996, by and between First Commercial Bank, ssb, (the "Association"), a state-chartered association, having its main office located at Lawton, Oklahoma, and the Office of Thrift Supervision ("OTS"), an office within the United States Department of the Treasury, having its principal executive offices located at 1700 G Street, N.W., Washington, D.C., acting through its Midwest Regional Director or his/her designee or sub-designee ("Regional Director").

WHEREAS, the OTS is the primary federal regulator of the Association; and

WHEREAS, based on the Report of Examination dated as of September 30, 1995 ("ROE"), the OTS is of the opinion that the Association has engaged in acts and practices that: (i) have resulted in violations of certain of the laws or regulations to which the Association is subject and/or (ii) are considered to be unsafe and unsound; and

WHEREAS, the OTS is of the opinion that grounds exist for the initiation of administrative proceedings against the Association; and

WHEREAS, the OTS is of the view that it is appropriate to take measures intended to ensure that the Association will: (i) comply with all applicable laws and regulations and (ii) engage in safe and sound practices; and

WHEREAS, the Association, acting through its Board of Directors (the "Board"), without admitting or denying any violations of laws or regulations and/or unsafe and unsound practices, wishes to cooperate with the OTS and to evidence the intent to: (i) comply with all applicable laws and regulations and (ii) engage in safe and sound practices.

NOW THEREFORE, in consideration of the above premises, the mutual undertakings set forth herein, the parties hereto agree as follows:

COMPLIANCE WITH LAWS AND REGULATIONS

1. Compliance With Regulations

The Association shall take all necessary and appropriate actions to achieve compliance with Section 215.4(a) of Regulation O of the Board of Governors of the Federal Reserve System ("Regulation O"), 12 C.F.R. § 215.4(a), as made applicable by Section 11(b) of the Home Owners' Loan Act ("HOLA"), 12 U.S.C. § 1468(b), and Section 22(h) of the Federal Reserve Act ("FRA"), 12 U.S.C. § 375b.

CORRECTIVE PROVISIONS

2. Business Plan

A. Within 45 calendar days of the Effective Date, the Association shall submit to the Regional Director a written Business Plan, duly adopted by resolution of its Board. Such Business Plan shall address the overall business of the Association, including but not limited to a specific plan for the Association's mortgage banking operations, and shall address the development of core income and the control of operating expenses. If directed by the Regional Director, the Association, acting by resolution of its Board, shall promptly amend the Business Plan as directed by the Regional Director. The Association shall not amend the Business Plan except with the prior, written approval of the OTS.

B. Within 45 calendar days of the end of each calendar quarter, the Association shall submit to the Regional Director a written status report addressing the Association's compliance or non-compliance, as applicable, with the Business Plan required by subparagraph A of this Paragraph 2, which status report shall be accompanied by evidence that it has been approved by the Board by resolution.

3. Reports of Departmental Income

At each regular meeting of the board, the Association's management shall submit to the Board a written report of income for each department of the Association, which report shall fairly and accurately allocate corporate and accounting overhead, and accurately reflect the profits or losses in each such department, as appropriate. Each such report shall be appended to, and made a part of, the minutes of the regular meeting of the Board at which it is submitted.

4. Sales of Assets

The Association shall not, without the prior, written approval of the Regional Director, sell any loan servicing rights, provided, however, that nothing in this Paragraph 4 shall prohibit the Association from selling, on an individual basis, loans originated by the Association and releasing the servicing rights on the same loans in the course of such sales.

5. Training

Within 90 calendar days of the Effective Date, the Association shall hold an in-house seminar, to be conducted by outside counsel and attended by each director and executive officer (as such term is defined in Section 215.2(e) of Regulation O, 12 C.F.R. § 215.2(e)) of the Association, which seminar shall address in detail the requirements of Regulation O, 12 C.F.R. Part 215, as made applicable to the Association by Section 11(b) of the HOLA, 12 U.S.C. § 1468(b),

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and Sections 22(g) and 22(h) of the FRA, 12 U.S.C. §§ 375a and 375b, and the guidelines of 12 C.F.R. § 571.7. Within 90 days of the Effective Date, the Association shall submit a certification, signed by each such director and executive officer, certifying that such seminar was conducted and was attended in its entirety by each such director and executive officer.

6. Insider Loans

The Association shall not make any extension of credit (as such term is defined in Section 215.3 of Regulation O, 12 C.F.R. § 215.3) of any kind, in any amount, to any of its directors or officers, or any related interest of, or any member of an immediate family of, any of its directors or officers, unless it obtains a prior, written opinion from counsel that such extension of credit is in compliance with all applicable laws and regulations.

7. Reduction of Classified Assets

A. The Association shall take immediate and continuing action to protect its interest with regard to classified assets.

B. By no later than June 30, 1996, and thereafter through December 30, 1996, the Association shall:

(i) maintain a classified assets to total assets ratio of no more than 4.50%; and

~~(ii) maintain a classified assets to core capital plus allowances ratio of no more than 60%.~~

C. By no later than December 31, 1996, and thereafter through June 29, 1997, the Association shall:

(i) maintain a classified assets to total assets ratio of no more than 4.00%; and

(ii) maintain a classified assets to core capital plus allowances ratio of no more than 50%.

D. By no later than June 30, 1997, and thereafter through December 30, 1997, the Association shall:

(i) maintain a classified assets to total assets ratio of no more than 3.50%; and

(ii) maintain a classified assets to core capital plus allowances ratio of no more than 40%.

E. By no later than December 31, 1997, and thereafter, the Association shall:

(i) maintain a classified assets to total assets ratio of no more than 3.00%; and

(ii) maintain a classified assets to core capital plus allowances ratio of no more than 30%.

F. For purposes of this Paragraph 7 only, classified assets shall not include any single-family permanent mortgage loans under \$200,000.

8. Classified Assets Reports

Within 45 calendar days after the end of each calendar quarter, the Board, by resolution, shall provide to the Regional Director a written certification of the accuracy of the reports of classified assets submitted to the OTS for that calendar quarter, to the best of the knowledge and belief of the Board, based upon a diligent review of relevant information.

MISCELLANEOUS

9. Director Responsibility

Notwithstanding the requirements of this Agreement that the Board submit various matters to the Regional Director for the purpose of receiving his approval, non-objection or notice of acceptability, such regulatory oversight does not derogate or supplant each individual member's continuing fiduciary duty. The Board shall have the ultimate responsibility for overseeing the safe and sound operation of the Association at all times, including compliance with the determinations of the Regional Director as required by this Agreement.

10. Compliance with Agreement

A. The Board and officers of the Association shall take immediate action to cause the Association to comply with the terms of this Agreement and shall take all actions necessary or appropriate thereafter to cause the Association to continue to carry out the provisions of this Agreement.

B. The Board, on a quarterly basis, shall adopt a Board resolution (the "Compliance Resolution") formally resolving that, following a diligent inquiry of relevant information (including reports of management), to the best of its knowledge and belief, during the immediately preceding calendar quarter, the Association has complied with each provision of this Agreement currently in effect, except as otherwise stated. The Compliance Resolution shall: (i) specify in detail how, if at all, full compliance was found not to exist, and (ii) identify all notices of exemption or non-objection issued by the Regional Director that were outstanding as of the date of its adoption.

C. The minutes of the meeting of the Board shall set forth the following information with respect to the adoption of each Compliance Resolution: (i) the identity of each director voting in

favor of its adoption; and (ii) the identity of each director voting in opposition to its adoption or abstaining from voting thereon, setting forth each such director's reasoning for opposing or abstaining.

D. No later than the 45th calendar day of the month following the end of a calendar quarter, beginning with the end of the first calendar quarter following the Effective Date, the Association shall provide to the Regional Director a certified true copy of the Compliance Resolution adopted at the Board meeting. The Board, by virtue of the Association's submission of a certified true copy of each such Compliance Resolution to the Regional Director, shall be deemed to have certified to the accuracy of the statements set forth in each Compliance Resolution, except as provided below. In the event that one or more Directors do not agree with the representations set forth in a Compliance Resolution, such disagreement shall be noted in the minutes of the Association.

11. Definitions

All technical words or terms used in this Agreement for which meanings are not specified or otherwise provided by the provisions of this Agreement shall, insofar as applicable, have meanings as defined in Chapter V of Title 12 of the Code of Federal Regulations, HOLA, FRA, Federal Deposit Insurance Act ("FDIA"), or OTS Memoranda. Any such technical words or terms used in this Directive and undefined in said Code of Federal Regulations, HOLA, FRA, FDIA, or OTS Memoranda shall have meanings that are in accordance with the best custom and usage in the savings and loan industry.

12. Successor Statutes, Regulations, Guidance, Amendments

Reference in this Agreement to provisions of statutes, regulations, and OTS Memoranda shall be deemed to include references to all amendments to such provisions as have been made as of the Effective Date and references to successor provisions as they become applicable.

13. Duration, Termination or Suspension of Agreement

A. This Agreement shall: (i) become effective upon its execution by the OTS, through its authorized representative whose signature appears below, and (ii) remain in effect until terminated, modified or suspended in writing by the OTS, acting through its Director or the Regional Director (including any authorized designee thereof).

B. The Regional Director, in his or her sole discretion, may, by written notice, suspend any or all provisions of this Agreement.

14. Time Limits

Time limitations for compliance with the terms of this Agreement run from the Effective Date, unless otherwise noted.

15. Effect of Headings

The Section headings herein are for convenience only and shall not affect the construction hereof.

16. Separability Clause

In case any provision in this Agreement is ruled to be invalid, illegal or unenforceable by the decision of any Court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, unless the Regional Director in his/her sole discretion determines otherwise.

17. No Violations of Law, Rule, Regulation or Policy Statement Authorized; OTS Not Restricted; Relation To State Law

A. Nothing in this Agreement shall be construed as: (i) allowing the Association to violate any law, rule, regulation, or policy statement to which it is subject or (ii) restricting the OTS from taking such action(s) that are appropriate in fulfilling the responsibilities placed upon it by law, including, without limitation, any type of supervisory, enforcement or resolution action that the OTS determines to be appropriate.

B. As an Association chartered under State law and subject to regulation and supervision by a State regulatory authority, the Association may be subject to various restrictions imposed by the ~~appropriate State regulatory authority. The Association must~~ continue to comply with any such restrictions, notwithstanding the receipt by the Association of authorizations or notices of non-objection of the Regional Director, except to the extent that such restrictions have been deemed to be pre-empted by Federal law.

18. Successors in Interest/Benefit

The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto, the Federal Deposit Insurance Corporation and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

19. Signature of Directors

Each director signing the Agreement attests, by such act, that she or he, as the case may be, voted in favor of the resolution, in the form attached to this Agreement, authorizing the execution of this Agreement by the Association.

20. Integration Clause

This Agreement represents the final written agreement of the

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parties with respect to the subject matter hereof and constitutes the sole agreement of the parties, as of the Effective Date, with respect to such subject matter.

21. Enforceability of Agreement

The Association represents and warrants that this Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Association. The Association acknowledges that this Agreement is a "written agreement" entered into with the OTS within the meaning of Section 8 of the FDIA, 12 U.S.C. §1818.

IN WITNESS WHEREOF, the OTS, acting by and through the Regional Director, and the Association, in accordance with a duly adopted resolution of its Board (copy attached hereto), hereby execute this Agreement as of the Effective Date.

OFFICE OF THRIFT SUPERVISION

THE ASSOCIATION

By:

15/

By:

15/

Name: David E. Bradley
Title: Regional Deputy Director
for the Regional Director

Name: Gilbert C. Gibson, Sr.
Chief Executive Officer

DIRECTORS OF THE ASSOCIATION

15/
Gilbert C. Gibson, Sr.

15/
William H. Hamilton

15/
G. Carl Gibson, Jr.

15/
William H. Crawford

15/
Phillip Easton

15/
Cathy E. Wall

15/
Jane M. Lewis

15/

**CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS**

I, the undersigned, being the duly appointed and qualified Secretary of First Commercial Bank, ssb, Lawton, Oklahoma (the "Association"), hereby certify as follows:

1. A duly called meeting of the Board of Directors of the Association was held on February 21, 1996;

2. At said meeting, a quorum was present and voting throughout;

3. The following is a true copy of resolutions duly adopted by the Association's Board of Directors, which resolutions have not been rescinded or modified and are now in full force and effect:

WHEREAS, the Board of Directors of the Association wishes to cooperate with the OTS and to demonstrate that said Board and the Association have the intent to: (1) comply with all applicable laws and regulations; and (2) engage in safe and sound practices; and

WHEREAS, the Directors of the Association have read and considered the proposed Supervisory Agreement ("Agreement"), which shall be attached to the minutes of this meeting; and

WHEREAS, after due consideration, the Directors of the Association have determined to cause the Association to enter into the proposed Agreement which is in the best interest of the Association;

NOW THEREFORE, BE IT RESOLVED, that the Association be and it hereby is authorized to enter into the Agreement in the form attached to the minutes of the meeting,

FURTHER RESOLVED, that the execution and delivery of, and performance of all of the provisions of the Agreement be, and they hereby are, authorized and approved,

FURTHER RESOLVED, that the Directors and officers of the Association be, and they hereby are, authorized and directed to execute and deliver the Agreement and to take all steps necessary or appropriate to implement the terms of the Agreement and to cause the Association to comply in all respects with the terms of the Agreement.

4. All members of the Board of Directors were present and voted at the meeting (except none) and all members of the Board of Directors (except none) voted in favor of the resolution;

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of the Association on this 21st day of February, 1996.

5 /
Name:
Title: Secretary

(SEAL)