

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

STATE OF GEORGIA  
DEPARTMENT OF BANKING AND FINANCE  
ATLANTA, GEORGIA

Written Agreement by and among

LIBERTY BANCORP OF GEORGIA, INC.  
Clayton, Georgia

FEDERAL RESERVE BANK OF  
ATLANTA  
Atlanta, Georgia

and

STATE OF GEORGIA  
DEPARTMENT OF BANKING  
AND FINANCE  
Atlanta, Georgia

Docket No. 12-068-WA/RB-HC

WHEREAS, Liberty Bancorp of Georgia, Inc., Clayton, Georgia (“Liberty”), a registered bank holding company, owns and controls Rabun County Bank, Clayton, Georgia (the “Bank”), a state-chartered nonmember bank, and a nonbank subsidiary;

WHEREAS, it is the common goal of Liberty, the Federal Reserve Bank of Atlanta (the “Reserve Bank”), and the State of Georgia Department of Banking and Finance (the “Department”) to maintain the financial soundness of Liberty so that Liberty may serve as a source of strength to the Bank;

WHEREAS, Liberty and the Reserve Bank have mutually agreed to enter into this Written Agreement (the “Agreement”); and

WHEREAS, on October 19, 2012, the board of directors of Liberty, at a duly constituted meeting, adopted a resolution authorizing and directing Johnny M. Irvin, President and Chief Executive Officer, to enter into this Agreement on behalf of Liberty, and consenting to compliance with each and every provision of this Agreement by Liberty and its institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the “FDI Act”) (12 U.S.C. §§ 1813(u) and 1818(b)(3)).

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

**Source of Strength**

1. The board of directors of Liberty shall take appropriate steps to fully utilize Liberty’s financial and managerial resources, pursuant to section 38A of the FDI Act (12 U.S.C. § 1831o-1 and section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with the Consent Order issued jointly by the Federal Deposit Insurance Corporation (“FDIC”) and the Department on January 27, 2012, and any other supervisory action taken by the Bank’s federal or state regulator.

**Dividends and Distributions**

2. (a) Liberty 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 (the “Director”) of the Board of Governors, and the Department.

(b) Liberty shall not directly or indirectly take dividends or any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank and the Department.

(c) Liberty and its nonbank subsidiary shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank, the Director, and the Department.

(d) 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, proposed distribution on subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information on Liberty's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings, and allowance for loan and lease losses; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, Liberty must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323) and the Georgia Department of Banking and Finance Statement of Policies.

### **Debt and Stock Redemption**

3. (a) Liberty and its nonbank subsidiary shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank and the Department. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for

debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) Liberty shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank and the Department.

### **Compliance with Laws and Regulations**

4. (a) 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, Liberty 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 (12 C.F.R. §§ 225.71 *et seq.*), and also provide written notice to the Department.

(b) Liberty 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 FDIC's regulations (12 C.F.R. Part 359).

### **Progress Reports**

5. Within 45 days after the end of each calendar quarter following the date of this Agreement, Liberty 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 the provisions of this Agreement and the results thereof, and a parent company only balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

## **Communications**

6. All communications regarding this Agreement shall be sent to:
  - (a) Mr. Robert D. Hawkins  
Assistant Vice President  
Federal Reserve Bank of Atlanta  
1000 Peachtree Street, N.E.  
Atlanta, Georgia 30309-4470
  - (b) Mr. Robert Braswell  
Commissioner  
State of Georgia Department of Banking and Finance  
2990 Brandywine Road, Suite 200  
Atlanta, Georgia 30341
  - (c) Mr. Johnny M. Irvin  
President and Chief Executive Officer  
Liberty Bancorp of Georgia, Inc.  
121 Rickman Street  
Clayton, Georgia 30525

## **Miscellaneous**

7. Notwithstanding any provision of this Agreement, the Reserve Bank and the Department may, in its sole discretion, grant written extensions of time to Liberty to comply with any provision of this Agreement.
8. The provisions of this Agreement shall be binding upon Liberty and its institution-affiliated parties, in their capacities as such, and their successors and assigns.
9. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank and the Department.
10. 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 Liberty, the Bank, any nonbank subsidiary of Liberty, or any of their current or former institution-affiliated parties and their successors and assigns.

11. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818) and by the Department pursuant to the Official Code of Georgia Annotated § 7-1-91.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 30<sup>th</sup> day of October, 2012.

LIBERTY BANCORP OF  
GEORGIA, INC.

FEDERAL RESERVE BANK  
OF ATLANTA

By: /s/ Johnny M. Irvin  
Johnny M. Irvin  
President and  
Chief Executive Officer

By: /s/ Robert D. Hawkins  
Robert D. Hawkins  
Assistant Vice President

STATE OF GEORGIA  
DEPARTMENT OF BANKING  
AND FINANCE

By: /s/ Robert M. Braswell  
Robert M. Braswell  
Commissioner