

UNITED STATES OF AMERICA
Before The
OFFICE OF THRIFT SUPERVISION

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In the Matter of)
)
First Savings Bank)
and Trust, F.S.B.,)
Kansas City, Missouri)

Re: Enforcement Review Committee
Resolution No. ERC 89-158
dated December 20, 1989

STIPULATION AND CONSENT TO ISSUANCE
OF ORDER TO CEASE AND DESIST

The Office of Thrift Supervision ("OTS"), by and through its Enforcement Review Committee ("ERC"), and First Savings Bank and Trust, F.S.B., Kansas City, Missouri ("First Savings"), stipulate and agree as follows:

1. Consideration. The OTS, based upon information reported to it, is of the opinion that grounds exist to initiate an administrative cease and desist proceeding against First Savings pursuant to Section 8(b) of the Federal Deposit Insurance Act ("FDIA"), as amended by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, Pub. L. No. 101-73, 103 Stat. 183 ("FIRREA") (to be codified at 12 U.S.C. § 1818(b)). First Savings desires to cooperate with the OTS and to avoid the time and expense of such administrative litigation and, without admitting or denying that such grounds exist, hereby stipulates and agrees to the following terms in consideration of the forbearance by the OTS from initiating such administrative cease-and-desist litigation against First Savings with respect to the

matters covered in the accompanying Order to Cease and Desist ("Order").

2. Jurisdiction.

(a) First Savings is a "savings association" within the meaning of Section 3 of the FDIA and Section 2 of the Home Owners' Loan Act of 1933, as amended by FIRREA. Accordingly, it is an "insured depository institution" as that term is defined in Section 3(c) of the FDIA, as amended by FIRREA (to be codified at 12 U.S.C. § 1813(c)).

(b) Pursuant to Section 3 of the FDIA, as amended by FIRREA, the Director of OTS is the "appropriate Federal Banking agency" to maintain an enforcement proceeding against such a savings association. Therefore, First Savings is subject to the authority of the OTS to initiate and maintain a cease and desist proceeding against it pursuant to Section 8(b) of the FDIA, as amended by FIRREA (to be codified at 12 U.S.C. § 1818(b)).

3. Consent. First Savings consents to the issuance by the OTS of the Order. It further agrees to comply with the terms of the Order upon issuance and stipulates that the Order complies with all requirements of law.

Alan Blinder

4. Finality. The Order is issued under Section 8(b) of the FDIA, as amended by FIRREA (to be codified at 12 U.S.C. § 1818(b)). Upon its issuance by the ERC, it shall be a final order, effective and fully enforceable by the OTS under the provisions of Section 8(i) of the FDIA, as amended by FIRREA (to be codified at 12 U.S.C. § 1818(i)).

5. Waivers. First Savings waives its right to a notice of

charges and the administrative hearing provided by Section 8(b) of the FDIA, as amended by FIRREA (to be codified at 12 U.S.C. § 1818(b)), and further waives any right to seek judicial review of the Order, including any such right provided by Section 8(h) of the FDIA, as amended by FIRREA (to be codified at 12 U.S.C. § 1818(h)), or otherwise to challenge the validity of the Order.

WHEREFORE, in consideration of the foregoing, the OTS, by and through its ERC, and First Savings, by a majority of its directors, execute this Stipulation and Consent to Issuance of Order to Cease and Desist.

OFFICE OF THRIFT SUPERVISION

First Savings Bank
and Trust, F.S.B.
by a majority of its
directors

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Rosemary Stewart
Secretary, Enforcement Review
Committee and
Director of Enforcement

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Re: Enforcement Review Committee
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dated December 20, 1989

ORDER TO CEASE AND DESIST

WHEREAS, First Savings Bank and Trust, F.S.B., Kansas City, Missouri, ("First Savings", the "Association" or the "Institution"), through its directors, has executed a Stipulation and Consent to Issuance of Order to Cease and Desist, which is incorporated herein by reference ("Stipulation") and is accepted and approved by the Office of Thrift Supervision ("OTS"), acting through its Enforcement Review Committee; and

WHEREAS, First Savings, in the Stipulation, has consented and agreed to the issuance of this Order to Cease and Desist ("Order") pursuant to Section 8(b) of the Federal Deposit Insurance Act, as amended by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, Pub. L. No. 101-73, 103 Stat. 183 ("FIRREA") (to be codified at 12 U.S.C. § 1818(b)).

NOW THEREFORE, IT IS ORDERED that First Savings and its directors, officers, employees, agents and service corporations shall cease

and desist from any violation of, or the aiding and abetting of any violation of:

1. Section 563.17 of the Rules and Regulations for Insurance of Accounts ("Insurance Regulations"), 12 C.F.R. § 563.17 (1989);
2. Section 563.17-1(c) of the Insurance Regulations, 12 C.F.R. § 563.17-1(c) (1989); and
3. Section 563.43 of the Insurance Regulations, 12 C.F.R. § 563.43 (1989), 12 U.S.C. 371c, or 12 U.S.C. 371c-1.

IT IS FURTHER ORDERED that:

Maintaining Proper Records

4. First Savings shall maintain books and records in accordance with Section 563.17-1(c) of the Insurance Regulations and OTS Memorandum T 18-5. First Savings shall establish and maintain such records as will provide an accurate, complete, and timely record of all the business transacted. Furthermore, the documents, files and other material comprising said records shall be available at all times for examination and/or audit.

5. Within 90 days after the effective date of this Order, First Savings shall submit to the OTS Des Moines District Supervisory Agent ("Supervisory Agent"), for review and written notice of no objection, plans and guidelines for the Association

regarding establishing and maintaining such records as will provide an accurate, complete, and timely record of all the business transacted by First Savings. Such plans and guidelines shall be compatible with the above-referenced regulation and memorandum and shall be implemented and followed. The directors and officers shall certify to the Supervisory Agent that they have read such regulation and memorandum.

6. With regard to the First Savings transactions that are identified in this paragraph and which occurred prior to the effective date of this Order, First Savings shall, within 90 days of the effective date of this Order, obtain, establish and henceforth maintain an accurate, complete, and documented audit trail of the transactions. The board of directors will prepare a report based on a review of the documents for the approval of the Supervisory Agent that shall include their findings and recommendations. The report shall detail whether any activities that have been reviewed:

(i) are in conflict with and/or in violation of any board of director or Association policy statement or guideline on ~~conflicts~~ conflicts;

(ii) are in conflict with and/or in violation of any rule, regulation, policy, or guideline of the OTS;

(iii) are in conflict with and/or in violation of any law; or,

(iv) constitute either a breach of fiduciary duty or an unsafe or unsound practice.

As determined by the board and as agreed to or as directed by the Supervisory Agent, the board of directors may employ agents to perform the aforementioned tasks. The past transactions to be reviewed are those that are directly or indirectly related to First Savings, its subsidiaries or holding companies and any of the following:

- a) William Adams
- b) B.B. Anderson
- c) B.B. Anderson Construction Company, Inc.
- d) Norman Beal
- e) Ben D. Benjamin
- f) Larry Bridges
- g) Harold Cosgrove
- h) Dennis Curtin
- i) Jerry W. Dickson
- j) East Five
- k) Jeffrey Ehney
- l) Theodore J Ehney, Jr.
- m) Executive Hills Designs & Floral
- n) Executive Hills North, Inc.
- o) FSB Holding Company, Inc.
- p) First Savings Bank & Trust, F.S.B.
- q) G-Downtown Redevelopment Partners
- r) Michael Gegen
- s) L. Steven Grissom
- t) Kenneth Hassler
- u) Home Savings Association of Kansas City

- v) ISB Holding Company, Inc.
- w) JBE Irrevocable Trust No. 1
- x) JBE Irrevocable Trust No. 2
- y) J.H. Cosgrove Contractors, Inc.
- z) Roger A. Kaster
- aa) Kaster Architects, Inc.
- bb) M-D Hotel Management, Inc.
- cc) M-D Hotel Management Associates' L.P.
- dd) MDO Hotel Management
- ee) MDO Realty Associates
- ff) The Merchants Bank of Kansas City
- gg) Metro North State Bank
- hh) Mark Meyerdirk
- ii) Meyerdirk Title Co.
- jj) Frank Morgan
- kk) One Kansas City Place Partners
- ll) One Twelve - Main Partners
- mm) Thomas C. Owens
- nn) Re/Max of Missouri, Inc.
- oo) James Roberts
- pp) Jackson S. Ryan
- qq) Dick A. Shaw
- rr) Shaw Electric Co.
- ss) Burt J. Truster
- tt) Twelve-Main Partners
- uu) Twelve Wyandotte Plaza Associates
- vv) Ronald D. Williams

vw) a \$3 million promissory note from Larry Bridges to Executive Hills North, Inc.;

xx) the Joint Pledge Agreement and Assignment of Note dated July 14, 1989;

yy) a \$35,000 note secured by a first deed of trust on a single family dwelling in Prarie Point Manor, Platte County, Missouri;

zz) Notice of First Savings Security Interest in a Full Promissory Note Executed by Larry Bridges and Payable to Executive Hills North, Inc.

aaa) a group of transactions entered into or negotiated on or about November 27, 1989, involving First Savings, Larry Bridges, B.B. Anderson and Ted Ehney;

bbb) 45.5 acres of approximately 100 acres referred to as the "Primary Tract," and the property known as "Gottfried Tract" and "Polo Club" in a November 27, 1989 letter addressed to Metro North State Bank, attention, Mr. David Feingold;

ccc) Boatmen's First National Bank of Kansas City;

ddd) Henry Bobe;

eee) ~~Columbian Trust Company~~

fff) Carolyn Ehney;

ggg) Claire Ehney'

hhh) Executive Hills East;

iii) Executive Hills Home Builders;

jjj) Executive Hills, Inc.;

kkk) Executive Hills South;

lll) Executive Hills West;

- mmm) English Nanny, Inc.;
- nnn) John Q. Hammons;
- ooo) LAE Irrevocable Trust No. 1;
- ppp) Lutheran Brotherhood;
- qqq) O'Bannon Banking Company;
- rrr) Jane Stafford;
- sss) Teachers Insurance and Annuity Association
- ttt) Mitchell Trustee, or
- uuu) M-D Management, Inc.

7. All reports and required filings to the OTS shall be prepared in accordance with applicable regulations and/or other instructions from OTS or the Supervisory Agent and shall be submitted in an accurate and timely manner.

8. Except with the prior written approval of the Supervisory Agent, the Association shall use its best efforts to discourage the acceptance or renewal of any uninsured deposit.

Directorate and Management

9. The directors of the Institution hereby resolve and agree to resign from the board at the request of the Supervisory Agent, at such time and in such order as the Supervisory Agent shall recommend by its request.

10. The directors of the Institution agree to terminate the employment, reassign the duties, or reduce the salary of any officer or employee at the request of a Supervisory Agent, at such time as the Supervisory Agent shall request.

11. The directors of the Institution who are directors of a wholly owned or majority owned subsidiary of the Institution

hereby resolve and agree to resign from the board and any officer position of any such subsidiary at the request of the Supervisory Agent, at such time and in such order as the Supervisory Agent shall request.

12. The Secretary or an acting Secretary to the Institution resolves and agrees to request, upon the request of the Supervisory Agent, the resignation of any or all of the directors and any officer of any wholly owned or majority owned subsidiary of the Institution.

13. The board of directors of the Institution and each director of the Institution resolves and agrees to fill any vacancy in the directorate of the Institution by electing as director a person recommended by the Supervisory Agent, and the Institution's board of directors shall immediately take under consideration any such recommendation by the Supervisory Agent and take action thereon.

14. The board of directors shall take any steps necessary to amend the bylaws of the Institution to provide for such number of directors as the Supervisory Agent shall recommend or to effect the election of any person to the board who is recommended by the Supervisory Agent.

Operating Restrictions

15. For the purposes of this paragraph 15, the following definitions shall apply: a "set" is a group of loans, participations, investments, securities, or other assets related by being sold or pledged to, purchased from, or exchanged with single persons, entities, or institutions acting together in a

single transaction; "invest in" means to make, purchase, acquire, guarantee, refinance, modify, or to commit to do any of these; "transfer" means to sell, pledge, exchange, or to commit to do any of these; "real estate investment" means the gross book value of real estate purchased, acquired, or owned in any manner, and gross book value equals book value before adjustment for any loss reserves or allowances; a "home" is a single family dwelling unit(s) for four(4) or fewer families in the aggregate.

Except for existing legally binding commitments, without prior written approval of the Supervisory Agent, the Institution shall not, and shall not allow any wholly owned or majority owned subsidiary or affiliate of the Institution to:

a) engage in forward commitments, futures transactions, or financial options transactions as defined in 12 C.F.R. §§ 563.17-3, 563.17-4 or 563.17-5 (1989);

b) invest in any loans or contracts secured by real estate or participations therein (including any acquisition, construction and development loans) or any set of such loans or participations, except loans made at current market interest rates and terms and secured by property located within the Institution's ~~jurisdiction~~ ^{jurisdiction} for local community or communities as delineated by the Institution's Community Reinvestment Act Statement ("CRA Statement"), which are:

(1) to finance the bona fide purchase of owner-occupied homes secured by first liens on such homes and that do not exceed two hundred fifty thousand dollars (\$250,000), or

(2) to refinance loans on existing owner-occupied homes secured by first liens on such homes and that do not exceed two hundred fifty thousand dollars (\$250,000), or

(3) secured by second liens on existing owner-occupied homes and that do not exceed fifty thousand dollars (\$50,000), or

(4) to finance residential real estate other than a home if such loan does not exceed two hundred thousand dollars (\$200,000), or

(5) to finance nonresidential real estate.

c) purchase any loan;

d) invest in any real estate investment or set of such investments. This provision does not apply to acquiring title to real estate by foreclosure;

e) transfer any real estate investment or set of such investments;

f) make or incur any capital improvement expenditures in connection with holding or improving any real estate investment unless such expenditure is in compliance with 12 C.F.R. § 563.9-8 (1989). The Institution acknowledges that expenditures for capital improvements to real estate owned are "investments in real estate" pursuant to 12 C.F.R. § 563.9-8 (1989). The term "capital improvement expenditures" as used in this subparagraph does not include ordinary repairs and maintenance or accrued interest expense;

g) except as otherwise provided in this Order, invest in any security or any set of securities, unless such investment

qualifies as a liquid asset under Section 6 of the Home Owners' Loan Act ("HOLA"), as amended by FIRREA;

h) invest in or transfer commercial loans or letters of credit, whether secured or unsecured;

i) invest in the savings accounts of any financial institution unless such accounts are fully insured by an agency of the federal government and have a term to maturity of less than one (1) year;

j) invest in or transfer any consumer, education, or home improvement loans or set of such loans except for loans made to borrowers residing within the Institution's local community or communities as delineated by the Institution's CRA Statement and which do not exceed twenty five thousand dollars (\$25,000);

k) invest in any other asset or set of other assets except in the usual and ordinary course of business;

l) except as otherwise provided in this Order, transfer any of the following: any loan secured by real estate or participation therein; any security or other asset; or any set of such loans, participations, securities, or other assets;

m) ~~borrow any money other than from a Federal Home~~
Loan Bank;

n) enter into any lease of any interest in real estate if either the gross annual payments under the terms of such lease would exceed one-fiftieth (1/50) of one percent (1%) of the assets of the Institution or the term of the lease exceeds one (1) year;

o) except as otherwise provided in this Order, encumber any of its property or other assets except as security for advances from a Federal Home Loan Bank;

p) enter into any contract or any agreement for the purchase, sale, or lease of goods, materials, equipment, supplies, services or capital assets except in the ordinary and usual course of its business;

q) incur any material obligation or liability or have any contingent liability arise except in the ordinary and usual course of its business;

r) except for individual merit increases in accordance with its standard personnel policy adopted prior to the effective date of this Order and normal periodic employee salary and wage increases scheduled prior to the effective date of this Order and that comply with 12 C.F.R. 563.17 (1989), and OTS Memorandum R-42, make any increase in the rate of compensation to any of its directors, officers, employees, agents or other representatives, or agree to do so. Notwithstanding any other provision of this subparagraph, the Institution may increase the compensation of its non-officer employees if the compensation of such employee before any increase does not exceed thirty thousand dollars (\$30,000) and the aggregate increase or increases for any employee do not exceed five percent (5%) during any calendar year;

s) employ or appoint any person to serve as an officer, director, or senior manager who is not so employed or appointed as of the effective date of this Order; employ any person at a rate of compensation which, on an annualized basis,

exceeds \$40,000 per year; employ any person pursuant to an agreement that is not terminable at the will of the employer and that otherwise does not comply with 12 C.F.R. 563.39 (1989); or enter into or amend or renew any collective bargaining agreements, pension or profit sharing, bonus, severance pay, treatment, fringe benefit, or other employee benefit plans, or other employment contracts with any employee, director, or officer;

t) enter into, renew or revise any contractual arrangement with any officer, director, controlling person, consultant performing management services, affiliate, subsidiary, affiliated person, or agent for or of the Institution or any of its subsidiaries;

u) amend or permit to be amended its charter or bylaws except as directed by the Supervisory Agent;

v) make any material change in accounting method;

w) enter into any agreement to merge, consolidate, or otherwise be acquired, to reorganize, or for management services, except in connection with a plan of combination or reorganization or a Management Services Agreement recommended by the OTS or the Supervisory Agent;

x) enter into any material transaction other than in the ordinary and usual course of business;

y) reduce the amount of any specific or general reserve established pursuant to the provisions of 12 C.F.R. § 561.16c (1989);

z) declare or pay cash or stock dividends on common or preferred stock;

aa) solicit or accept funds directly or indirectly by offering rates significantly higher than rates prevailing on deposits offered by other savings associations in the Institution's normal market area;

bb) release, substitute, exchange, or subordinate any collateral for any loan.

Growth

16. Except with the specific written approval of the Supervisory Agent, the Institution shall not increase its liabilities during any calendar quarter in an amount exceeding the amount of interest expensed on savings accounts during such quarter (or, in the case of share accounts, earnings credited) plus the amount necessary to fund during the quarter any loans-in-process obligations or legally binding commitments existing as of the effective date of this Order.

Within thirty (30) days after the effective date of the Order, the Institution shall provide to the Supervisory Agent a list of all loans-in-process obligations and legally binding commitments that exist as of the effective date of this Order, and provide a schedule of the monthly estimated disbursements for outstanding commitments and loans-in-process obligations. The list of commitments shall include:

- a) the type of commitment;
- b) the date of commitment;
- c) the total amount;
- d) the identity of the borrower;
- e) the identity of the seller, if applicable;

- f) the effective date;
- g) the date of anticipated funding.

The Institution shall submit with this list a written opinion from legal counsel that counsel has reviewed the terms of each commitment in excess of two hundred fifty thousand dollars (\$250,000) and that addresses whether such commitment constitutes a legally binding obligation of the Institution that could be enforced in a court of law by the party to whom the commitment is made.

Arbitration

17. The Institution shall not initiate any litigation against any institution insured by the Savings Association Insurance Fund ("SAIF") for which the OTS or Federal Deposit Insurance Corporation ("FDIC") has been appointed receiver or conservator, or that is subject to the terms of a Management Consignment Program, or that is subject to the terms of a consent agreement, supervisory agreement, or other similar supervisory controls. In the event of a dispute between the Association and an institution for which the OTS or FDIC has been appointed receiver, the Institution shall present its claim to the receiver through the administrative claims procedure. If dissatisfied with the decision of the receiver, ~~the Institution may appeal the~~ matter to the OTS, whose decision the Institution shall accept.

In the event of a dispute between the Institution and any other institution(s) in the above-described categories, the business decision makers of each institution are to first pursue good faith efforts toward a negotiated settlement of the dispute. If the institutions are unable to reach a negotiated settlement, the Institution shall submit the dispute for binding arbitration

pursuant to the Rules of the American Arbitration Association and to sign an agreement to arbitrate in the form attached as Exhibit A. The Institution will accept the arbitration award as final resolution of the dispute, it will not challenge or contest the award, and it will consent to the jurisdiction of any court in which judgment on the arbitration award is entered.

The Institution shall notify the Supervisory Agent within ten (10) days of the date it becomes involved in any of the above described suits.

Mortgage Derivatives

18. The Institution shall not invest in high risk mortgage derivative products and mortgage swaps. For the purposes of this subparagraph, the term "high risk mortgage derivative products and mortgage swaps" shall have the meaning as set out in OTS Thrift Bulletin 12 and its Appendices, or any successor bulletin.

Specific Reserves

19. The Institution and any service corporation or subsidiary thereof shall make adjustments to the book value of any asset in the amount and at such time as directed by the Supervisory Agent. Such adjustment, ~~unless otherwise directed by~~ section 5(+) the Supervisory Agent, shall be made by establishing and maintaining a specific reserve.

Data Processing

20. The Supervisory Agent shall have the authority to waive any notice that is required by contract to be given to the Institution by any provider of data processing services in connection with a request for information contained in the

computer files made by either the Supervisory Agent or any other representative of FDIC or OTS.

Fiduciary Responsibility

21. Within thirty (30) days of the effective date of this Order, each member of the board of directors of the Institution shall review OTS Memorandum R-62 and submit to the Supervisory Agent his/her statement that he/she has performed such review.

Business and Capital Plan

22. The Institution shall prepare, adopt, and submit no later than sixty (60) days after a notification by OTS, if any, that the Institution is not in compliance with its capital requirements for review and approval by the Supervisory Agent, a written business plan that specifically includes a capital plan to bring the Institution into or maintain compliance with Section 5(t) of the HOLA, as amended by FIRREA. Specifically, the capital plan must, at a minimum:

- a) Address the need for increased capital to be in compliance with Section 5(t);
- b) Describe the manner in which the Institution will increase capital to be in compliance with Section 5(t);
- c) Specify the types and levels of activities in which the Association will engage;
- d) Require that any increase in assets must be accompanied by an increase in tangible capital of at least the percentage required under the leverage ratio then in effect;

e) Require that any increase in assets must be accompanied by an increase in capital of at least the percentage required under the risk-based capital standard then in effect; and

f) Comply with the guidelines promulgated by OTS in Thrift Bulletin 36.

Monitoring Business Plan

23. The board of directors of the Institution shall adopt a resolution appointing a senior officer or officers and a board member, who is not an officer of the Institution, to be responsible for monitoring on a monthly basis the Institution's regulatory capital and its compliance with the business plan prepared, adopted, and approved pursuant to the previous paragraph. A copy of the board of directors resolution shall be submitted to and received by the Agent no later than the date specified for submission of the business plan referred to in paragraph 22 above. Further, the Institution shall prepare a detailed report on its compliance with said business plan and its progress in meeting its regulatory capital requirement. This report shall be reviewed and approved by a majority of the directors. A copy shall be submitted by the Institution to and received by the Supervisory Agent no later than the tenth (10th) day of each month. Preparation, approval, and submission of this report shall continue until the Order is terminated.

Attendance at Conventions, Conference, Meetings, or Seminars

24. No officers or directors of the Institution shall attend conventions, conferences, meetings, or seminars at the expense of

the Institution without the prior written approval of the Supervisory Agent.

Prohibited Transactions

25. The Association shall not engage in any transaction with any nominee, straw borrower, Executive Hills North, Inc., Jerry W. Dickson ("Dickson"), Theodore Ehney, Jr. ("Ehney") or any entity or organization which Ehney or Dickson directly or indirectly either control or hold ten percent (10%) or more of the ownership interest, without the specific prior written permission of the Supervisory Agent.

Supervisory Agreement

26. The Association will comply fully and completely with the terms of its Supervisory Agreement, dated July 25, 1989. Any violation of that Supervisory Agreement will be deemed a violation of this Order. To the extent that the Association believes any term or provision of the Supervisory Agreement in any way conflicts with this Supervisory Agreement, the Association will obtain written guidance from the Supervisory Agent. Where there is a conflict between the Order and the Supervisory Agreement, the Order will prevail.

27. Upon written request, submitted to the Supervisory Agent, any time frame set out in this Order may be modified, in writing, at the Supervisory Agent's discretion.

Definitions

28. All technical words or terms used in this Order, for which meanings are not specified or otherwise provided by the provisions of this Order, shall, insofar as applicable, have

meanings as defined in Chapter V of Title 12 of the Code of Federal Regulations, and any such technical words or terms used in this Order and undefined in said Code of Federal Regulations shall have meanings that accord with the best custom and usage in the savings and loan industry.

THE OFFICE OF THRIFT SUPERVISION

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Rosemary Stewart
Secretary, Enforcement Review
Committee

EXHIBIT A

AGREEMENT TO ARBITRATE

We, the undersigned parties, hereby agree to submit to arbitration under the Rules of the Arbitration Program the following controversy: (cite briefly). We further agree that the above controversy be submitted to Arbitrator(s) selected from the National Panel of Arbitrators for use in savings and loan disputes. We further agree that we will faithfully observe this agreement and the Rules; that we will, without delay, comply with any and all Orders and decisions of the Arbitrator(s); that we will abide by and perform any award rendered by the Arbitrator(s); that we will accept the award as a final resolution of the controversy; that we will not challenge or contest the award; and, that a judgment of a Court having jurisdiction may be immediately entered upon the award and executed.