UNITED STATES OF AMERICA
Before The
OFFICE OF THRIFT SUPERVISION
DEPARTMENT OF THE TREASURY

In The Matter Of MICHAEL S. LANG, a Former Officer and Director of Mississippi Savings Bank, Batesville, Mississippi and its subsidiaries; TOMMY M. PARKER, a Former Officer and Director of Mississippi Savings Bank, Batesville, Mississippi and its subsidiaries; LELAND E. WHITTEN, a Former Officer and Director of Mississippi Savings Bank, Batesville, Mississippi; DANIEL T. HOLLENBACH, a Former Officer of Mississippi Savings Bank, Batesville, Mississippi, and its subsidiaries; JUDY G. LOWE, a Former Officer of Mississippi Savings Bank, Batesville, Mississippi, and its subsidiaries; G. RICHARD MUNTON, a Former Officer and Director of Mississippi Savings Bank, Batesville, Mississippi, and its subsidiaries; THOMAS G. ESTES, JR., a Former Director of Mississippi Savings Bank, Batesville, Mississippi; WILLIAM H. McKENZIE, III, a Former Director of Mississippi Savings Bank, Batesville, Mississippi; JOHN R. HUTCHERSON, deceased, a Former Officer and Director of Mississippi Savings Bank, Batesville, Mississippi, and its subsidiaries, through Penelope Carr Hutcherson, the Administratrix of the Estate of John R. Hutcherson; RHONDA S. LANG, a Former Employee of or Person Participating in the Affairs of Mississippi Savings Bank, Batesville, Mississippi.	Re: Order No. AP-92-160 Dated: December 7, 1992

ORDER TO CEASE AND DESIST AND FOR RESTITUTION,
ORDER OF PROHIBITION PROHIBITING PARTICIPATION IN THE CONDUCT OF
THE AFFAIRS OF FEDERALLY INSURED DEPOSITORY INSTITUTIONS

WHEREAS, Tommy M. Parker (**"RESPONDENT"**) has executed a Stipulation and Consent to Issuance of Order to Cease and Desist and for Restitution, Order of Prohibition Prohibiting Participation in the Conduct of the Affairs of Federally Insured Depository Institutions (**"STIPULATION and CONSENT"**) which is accepted and approved by the Office of Thrift Supervision (**"OTS"**) acting by and through its Director, Timothy Ryan; and

WHEREAS, RESPONDENT, in the STIPULATION and CONSENT has agreed and consented to the issuance of this Order to Cease and Desist and for Restitution, and Order of Prohibition Prohibiting Participation in the Conduct of the Affairs of Federally Insured Depository Institutions (**"ORDER"**) pursuant to Sections 8(b), (e), and (i) of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. §§ 1818(b), (e), and (i) (Supp. I 1989); and

WHEREAS, on November 16, 1990, pursuant to OTS Order No. 90-2018, the OTS approved and issued Order No. 90-2019, a Notice of Charges and Hearing to Direct Restitution and Other Appropriate Relief, Notice of Intention to Prohibit Respondents from Participating in the Conduct of the Affairs of Federally Insured Depository Institutions, and Notice of Assessment of Civil Money Penalties (**"NOTICE"**), and pursuant to OTS Order No. 90-2016, the OTS approved and issued Order No. 90-2017, a Temporary Order to Cease and Desist (**"TEMPORARY ORDER"**), against RESPONDENT; and

WHEREAS, RESPONDENT neither admits nor denies the allegations, assertions, facts, unsafe and unsound practices, and violations of law, rule, regulation, and agreement set forth in the NOTICE as such pertain and apply to RESPONDENT;

NOW, THEREFORE, IT IS ORDERED that:

1. The STIPULATION and CONSENT, attached hereto, is made a part hereof and is incorporated herein by reference.

CEASE AND DESIST and RESTITUTION and COOPERATION

2. RESPONDENT shall cease and desist from committing or committing in the future or aiding and abetting the commitment of the unsafe and unsound practices, violations of laws, regulations, rules, and agreements alleged against RESPONDENT in the NOTICE.

3. (a) Based, inter alia, upon his sworn statement of financial condition, and other relevant factors, including his willingness to cooperate with OTS, RESPONDENT shall pay restitution in the amount of Fourteen Thousand Dollars ($14,000) in the form of a cashier's check jointly payable to the order of the Office of Thrift Supervision and the Resolution Trust Corporation within five (5) business days of the issuance of this ORDER.

RESPONDENT's cashier's check, and an accompanying cover letter referencing RESPONDENT's settlement payment in connection with OTS Order No. 90-2019, should be sent directly to Deborah A.

Holland at the address listed below, with a photocopy to Paul G. Leiman, Special Trial Division:

Office of Thrift Supervision
U.S. Treasury Department
1700 G Street, N.W.
Washington, D.C. 20552

(b) RESPONDENT shall transfer and assign any and all rights, title, or interests in all non-cash or "in-kind" dividends received, directly or indirectly, in his capacity as a shareholder of MSB or any of its affiliates or subsidiaries to the Resolution Trust Corporation ("RTC"), as the successor in interest of MSB, including but not limited to any and all interests, if any, in Riviera, Inc.; Westridge Partners Joint Venture; Larkin Properties Joint Venture; Texas Preferred General Agency; and InsurUSA Holdings, Inc. However, with the prior written approval of the RTC, or, if instructed in writing by the RTC, RESPONDENT shall dispose of any or all of the above-referenced non-cash or "in-kind" dividend assets and transfer the proceeds therefrom to the RTC. The obligation to return any and all non-cash or "in-kind" dividends described herein, or to transfer the proceeds therefrom, is effective as of the date of this ORDER, and the return of such non-cash or "in-kind" dividends described herein shall be effected within five (5) business days of the receipt by the undersigned Counsel for RESPONDENT of instructions from the RTC regarding the transfer of said dividends. The obligations of RESPONDENT as set out in this subparagraph 3.(b) shall neither require the expenditure of any sum of money, except for nominal costs such as those associated with mailing or photocopying, nor require RESPONDENT to incur any additional liability in performing his obligations pursuant to this subparagraph 3.(b).

(c) RESPONDENT's former wife, Billie Ida Parker, shall pay $86,000 to the OTS in accordance with the terms and conditions set forth in the Agreement and Release incorporated herein and attached hereto as Exhibit 1.

4. RESPONDENT shall, at the request of the OTS or the RTC, on reasonable notice and without service of a subpoena, provide discovery and testify truthfully at any deposition and at any judicial or administrative proceeding brought by the OTS or the RTC as a result of the OTS's or the RTC's investigation relating to MSB and its institution-affiliated parties.

PROHIBITION

5. RESPONDENT shall not hold any office in, or participate in any manner in the conduct of the affairs of any institution(s) or other entity/entities as set forth in Section 8(e)(7)(A) of the FDIA, 12 U.S.C. § 1818(e)(7)(A) (Supp. I 1989), without the prior written approval of the Director of the OTS, or his designee, and, if appropriate, the approval of other federal financial institution regulatory agencies. Pursuant to Section 8(e)(6) of the FDIA, 12 U.S.C. § 1818(e)(6) (Supp. I 1989), conduct prohibited by this ORDER includes, inter alia, the solicitation, transfer, or exercise of any voting rights with respect to any securities issued by any insured depository institution.

SETTLEMENT

6. (a) The STIPULATION and CONSENT and this ORDER are only for the purposes of resolving, against RESPONDENT, the charges set forth in the NOTICE and any other charges, claims, rights, damages, or causes of action, without limitation, arising out of RESPONDENT's activities with respect to Mississippi Savings Bank, its affiliates or any of its subsidiaries, including Beta Financial Corporation, that could have been asserted by the OTS, and do not resolve, affect or preclude any other administrative, civil or criminal charges, claims, rights, damages, causes of action, or proceedings which may be brought against RESPONDENT, or any other person named in the NOTICE, by OTS. Further, except as expressly stated hereinabove with respect to the OTS, the STIPULATION and CONSENT and the ORDER do not resolve, affect, or preclude any administrative, civil, or criminal charges, claims, rights, damages, causes of action, or proceedings which may be brought against RESPONDENT, or any other person named in the NOTICE, by any other governmental entity.

(b) RESPONDENT's $14,000 payment, in conjunction with the $86,000 payment to the OTS pursuant to the Agreement and Release, attached hereto as Exhibit 1, by Billie Ida Parker, Tommy M. Parker's former wife, shall be deemed full and final settlement of any and all claims against RESPONDENT by the OTS pursuant to Section 8 of the FDIA, 12 U.S.C. § 1818 (Supp. I 1989), the compromise and modification of which are authorized under Section 8(i)(2)(F) of the FDIA, 12 U.S.C. § 1818(i)(2)(F) (Supp. I 1989).

(c) OTS agrees to dismiss RESPONDENT from the above-captioned administrative litigation, including the Assessment of Civil Money Penalties, in consideration of RESPONDENT's agreement to comply with both this ORDER, and, *inter alia*, the recitals set forth in the STIPULATION and CONSENT.

(d) The OTS agrees and hereby orders that the TEMPORARY ORDER shall be dissolved with respect to RESPONDENT upon full and complete compliance with the payment of restitution by RESPONDENT and the payment to the OTS by Billie Ida Parker, RESPONDENT's former wife, in accordance with the terms and conditions of the Agreement and Release, attached hereto as Exhibit 1.

NONCOMPLIANCE

7. In the event RESPONDENT fails to remit the settlement payment totaling $14,000 within ten (10) days of the issuance of this ORDER, or, in the event RESPONDENT's former wife, Billie Ida Parker, fails to pay $86,000 to the OTS in accordance with the Agreement and Release, RESPONDENT's STIPULATION and CONSENT may, at the discretion of the OTS, be deemed rescinded and this ORDER may be deemed null and void, in which case the ORDER shall not constitute or be construed as a bar to the OTS's action against RESPONDENT pursuant to the NOTICE, or the ORDER may be enforced pursuant to Section 8(i) of the FDIA, 12 U.S.C. § 1818(i) (Supp. I 1989).

OTHER PROCEEDINGS

8. Within ten (10) days of receiving RESPONDENT's request, the OTS will provide a factual summary to the United States District Court for the Northern District of Mississippi in connection with the Cause No. 90-W186-B-O setting forth RESPONDENT's compliance with the ORDER, including his cooperative efforts as required pursuant to paragraph 4 of this ORDER.

FINANCIAL DISCLOSURE

9. (a) Prior to the issuance of this ORDER, RESPONDENT provided the RTC and the OTS with the financial disclosure set forth in paragraph 9.(b) below. This disclosure was expressly relied upon by the OTS in accepting the STIPULATION and CONSENT and agreeing to enter the ORDER.

(b) The financial disclosure of the RESPONDENT included: (I) sworn Chapter 13 Bankruptcy Schedules, dated March 27, 1992, in connection with U. S. Bankruptcy Court, Case No. 92-40288-A, Eastern District of Texas, Sherman Division; (II) a sworn statement of financial condition as of December 31, 1991; (III) copies of individual income tax returns for calendar years 1988, 1989, 1990, and 1991. The statement of financial condition was required to truthfully and accurately disclose all assets in which the RESPONDENT had any legal, equitable or beneficial title or interest (whether such title or interest was liquidated, inchoate or contingent), liabilities, and the net worth of the RESPONDENT.

(c) The RESPONDENT shall, within fifteen (15) calendar days of the entry of the ORDER, either (i) provide a sworn affidavit under penalty of perjury stating that the previously submitted financial disclosure described in subparagraph 9.(b) above has not materially changed or, in the alternative, (ii) submit a statement of financial condition, updated to the date of this ORDER, of the nature described in subparagraph 9.(b), accompanied by a sworn affidavit under penalty of perjury that the information contained in such updated financial disclosure is true and correct.

MISCELLANEOUS

10. This ORDER and the STIPULATION and CONSENT may be used in any proceeding brought by the OTS to enforce this ORDER; provided, however, that the OTS shall not use the STIPULATION and CONSENT, this ORDER, or the relief consented to for any other purpose.

11. RESPONDENT's obligation to make the payment required by paragraph 3 of this ORDER shall not be dischargeable in bankruptcy under any circumstances.

12. This ORDER is subject to the provisions of Section 8(j) of the FDIA, 12 U.S.C. § 1818(j) (Supp. I 1989).

13. This ORDER shall become effective on the date it is issued.

Approved as to form
and content:

/s/

Patrick McManem[illegible]
Attorney for RESP[illegible]DENT
Tommy M. Parker

THE OFFI[illegible] OF THRIFT SUPERVISION

BY: /s/
~~TIMOTHY RYAN, DIRECTOR~~
OFFICE OF THRIFT SUPERVISION
Jonathan L. Fiechter
Acting Director

EXHIBIT 1

AGREEMENT AND RELEASE

This Agreement and Release is entered into by and among the Office of Thrift Supervision, United States Department of the Treasury ("OTS"), the Resolution Trust Corporation ("RTC"), as receiver for Mississippi Savings Bank of Batesville, Mississippi ("MSB") and Billie Ida Parker ("Billie Parker").

A. BACKGROUND

1. Tommy M. Parker, Billie Parker's former husband, is a former director, officer, shareholder and institution-affiliated party of Mississippi Savings Bank, Batesville, Mississippi, including its subsidiaries. On May 8, 1990, MSB was placed into receivership under the direction of the RTC.

2. On November 16, 1990, the OTS initiated administrative enforcement proceedings, OTS Order Nos. 90-2018 and 90-2019, against Tommy M. Parker and other institution-affiliated parties of MSB ("Administrative Proceedings") pursuant to a Notice of Charges seeking, among other things, orders to cease and desist, including, inter alia, restitution, orders of prohibition, and orders to pay civil money assessments.

3. In conjunction with the initiation of the Administrative Proceedings, the OTS promulgated Order Nos. 90-2016 and 90-2017, on November 16, 1990, pursuant to which a Temporary Order to Cease and Desist ("Temporary Order") was issued against Tommy M. Parker and others. Among other things, the Temporary Order prohibited Tommy M. Parker from transferring,

selling or encumbering, directly or indirectly, any type of assets in which he had a legal or beneficial interest, whether directly or through any other person or entity.

4. On November 26, 1990, Tommy M. Parker filed a lawsuit in the United States District Court for the Northern District of Mississippi, Delta Division ("District Court"), Cause No. DC 90-W186-B-O, challenging the Temporary Order. The OTS subsequently filed a counterclaim in this same case, seeking to enforce the Temporary Order. On January 2, 1991, the District Court issued a temporary restraining order enforcing the OTS's Temporary Order, and subsequently, on March 8, 1991, the District Court issued an order which denied Tommy M. Parker's motion to preliminarily enjoin the OTS's Temporary Order, while enforcing the OTS's Temporary Order.

5. During the course of the litigation between Tommy M. Parker and the OTS, but after the District Court had enforced the OTS's Temporary Order, Billie Parker and Tommy M. Parker were divorced in Dallas, Texas. In connection with their divorce action, Billie Parker and Tommy M. Parker entered into an Agreement Incident to Divorce ("Divorce Agreement") pursuant to which certain property interests were divided between them, including an agreement pursuant to which Billie Parker agreed to pay, in installments, certain funds to Tommy M. Parker, and Tommy M. Parker agreed to divide certain rights, assets and interests with Billie Parker. The District Court entered an order titled "Constructive Trust Order," dated February 26, 1992,

against Billie Parker. (Collectively, the litigation and underlying contentions referred to in this paragraph are hereinafter referred to as the "District Court and Divorce Litigation").

6. Pursuant to the Constructive Trust Order, dated February 26, 1992, and the Agreed Order to Modify the Constructive Trust Order and to Reset Hearing, dated June 9, 1992, Billie Parker transmitted sworn statements incorporating financial information to the OTS on March 17, 1992, June 26, 1992, and July 21, 1992, covering various periods shown in those statements through June 30, 1992. To the extent such financial information reflected the financial condition of Billie Parker, rather than Tommy M. Parker or others, such information is herein referred to as the "Sworn Statements."

7. Tommy M. Parker, the OTS and the RTC have indicated that they intend to settle their differences pursuant to certain agreements to be entered into by those parties.

8. Billie Parker does not admit fault or liability and denies that she is guilty of any wrongdoing or owes anything to anyone as a result of the activities of any person related to MSB. In order to avoid further expense, burden, and the uncertainty of litigation, the parties hereto desire to settle their differences with a lump sum payment and resolve all issues related to the assets held by Billie Parker. Additionally, the parties desire to settle all claims or liabilities that might be asserted or imposed against Billie Parker, her daughter, Leslie,

their heirs, devisee or assigns, and the accounting firm of Ernst & Young, including all of its partners, (collectively "Billie Parker, Her Heirs, and Partners") insofar as such claims or liabilities concern Billie Parker in relation to the conduct of Tommy M. Parker at MSB, including loans to and the payment to Tommy M. Parker of salary or dividends, the District Court and Divorce Litigation, the Administrative Proceedings and the OTS Temporary Order. It is expressly understood and agreed, however, that this Agreement and Release does not resolve, affect, or preclude, in any way, any other administrative, civil or criminal claim or proceeding that may be asserted by any person or any governmental entity against Ernst & Young (or any of its partners) for any activity that is not directly related to any claim against Billie Parker with respect to the District Court and Divorce Litigation.

B. AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, including the recitals set forth above, and the promises, covenants, representations and warranties made by the parties in this Agreement and Release, the parties agree as follows:

1. Billie Parker agrees to pay to the OTS and the RTC the aggregate total sum of eighty-six thousand dollars ($86,000) ("Payment"), by one or more checks payable to the order of the Office of Thrift Supervision and the Resolution Trust Corporation, jointly, to be delivered to Ralph Miller, Esq.,

Weil, Gotshal & Manges, Dallas, Texas ("Escrow Holder") no later than two (2) business days after this Agreement and Release is signed by all of the parties hereto. The Escrow Holder agrees and covenants, however, that the Payment will not be negotiated or submitted for deposit to the OTS and the RTC until the conclusion of the last of the "Approval Events" (as defined below). Except as otherwise expressly excluded herein, it is the intent of the parties that the Payment, when submitted to the OTS or the RTC and negotiated for deposit ("Acceptance of Payment"), shall represent payment, accord, and satisfaction in full for any and all claims, rights, damages, demands, or causes of action, asserted or unasserted, that the OTS or the RTC have had, now have, or may hereafter have against Billie Parker, Her Heirs, and Partners (or assets they hold or will or may receive as a beneficiary or heir) related to or arising from the actions of Tommy M. Parker with respect to Mississippi Savings Bank, including, without limitation, the claims asserted in or arising from the District Court and Divorce Litigation, the Administrative Proceedings, or the OTS Temporary Order.

2. Except as otherwise provided herein, in consideration of the Acceptance of Payment, and promises of Billie Parker in this Agreement and Release, the OTS and the RTC, acting for themselves and any successors in interest, do hereby unconditionally and generally release and forever discharge Billie Parker, Her Heirs and Partners from any and all claims, rights, damages, demands, or causes of action of any kind

whatsoever, at common law, statutory or otherwise, to the extent that such claims, rights, damages, demands or causes of action arise from the actions of or dealings of any kind by Tommy M. Parker with respect to Mississippi Savings Bank, its subsidiaries, affiliates or related entities, including, without limitation, all claims asserted in, or arising from the District Court and Divorce Litigation, the Administrative Proceedings or the Temporary Order. The general release in this paragraph shall be effective upon Acceptance of Payment without further action and without the requirement for execution of other documents.

3. The "Approval Events" with respect to obtaining judicial approval should be effected as follows:

Attorneys for Billie Parker shall sign a Joint Motion to Vacate Constructive Trust Order and Agreed Order Vacating Constructive Trust Order (the "Agreed Order Pleadings") and deliver them to Stephen G. Harvey, Esq., United States Department of Justice, Washington, D.C. on or within one (1) business day after the $86,000 Payment is made to the Escrow Holder. Within five (5) business days of obtaining all necessary signatures, attorneys for or on behalf of the OTS shall file Agreed Order Pleadings with the United States District Court for the Northern District of Mississippi presiding over the District Court Litigation. In the event the District Court declines to approve the Agreed Order in substantially the form submitted, or if the District Court fails to act on the Agreed Order within thirty days, attorneys for or on behalf of the OTS agree that they shall not oppose an application for mandamus to be filed by Billie Parker to compel entry of that order or a substantially similar order. The date of the final Approval Event shall be the date of entry of the Agreed Order by the District Court.

4. The OTS and the RTC acknowledge that the Payment referenced in paragraph B.1. above is intended to represent a final settlement payment of the remaining assets claimed to be due to Tommy M. Parker pursuant to the Divorce Agreement under which Tommy M. Parker transferred assets to Billie Parker.

5. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise disputed claims and to avoid litigation, now and forever, and that no payments made nor releases or other consideration given shall be construed as an admission of liability.

6. Each of the OTS and the RTC represents and warrants that the person signing this Agreement and Release in a representative capacity on behalf of each agency is fully authorized to sign and enter into this Agreement and Release on behalf of that agency and the RTC represents and warrants that it has lawfully succeeded to all claims of MSB, and all claims of the Federal Deposit Insurance Corporation ("FDIC") relating to MSB, and that this Agreement and Release will be binding upon the RTC, the FDIC and their respective successors and assigns. Each of the OTS and the RTC further acknowledges that each of the

other signatories hereto are signing this agreement and agreeing thereto based upon the truth of such representation and that otherwise Billie Parker would not sign or enter into the Agreement and Release or take any action based upon the same.

7. The OTS and the RTC represent that, collectively, they own the debts and have rights to the claims sought to be released hereby, and further acknowledge the assertion by Billie Parker that she is entering into this Agreement and Release and agreeing thereto based upon the truth of such representations and that otherwise Billie Parker would not sign or enter into this Agreement and Release or take any action based upon the same.

8. In the event that any of the claims or causes of action hereunder that are undertaken herein to be released by the OTS or the RTC are not for any reason fully, effectively, and finally released and extinguished hereby, then the OTS and the RTC irrevocably assign and convey such claims and causes of action to Billie Parker as of the effective date of this Agreement and Release.

9. The persons signing this Agreement and Release warrant to each other person and party to this agreement that each of them has read this Agreement and Release, and fully understands it to be a compromise and settlement agreement and a release of all claims, rights, damages, demands or causes of action, asserted or unasserted, that he, she, it or any person or firm or organization or corporation and anyone in privity with him, her, or it may have or claim against any other person or entity

signing this agreement; provided however, that nothing in this Agreement and Release shall release or discharge: (i) claims, if any, the OTS or the RTC has or may have against Billie Parker, Her Heirs or Partners relating to or arising out of the actions or inactions of Billie Parker, Her Heirs, or Partners not related to the District Court and Divorce Litigation, the Administrative Proceedings and the OTS Temporary Order; or (ii) claims, if any, the OTS or the RTC, has or may have against any person or entity, other than Billie Parker, Her Heirs or Partners.

Each person, party or entity signing this Agreement and Release further warrants and represents to each other party signing this Agreement and Release that he, she, or it does so of his, her or its own free will in accord and without reliance on any representation of any kind or character not expressly set forth herein.

10. Billie Parker represents and warrants, to the best of her knowledge and belief, that the statements contained in the Sworn Statements, subject to the explanations and qualifications contained in those Sworn Statements (including the use of estimates as indicated for certain accounts on particular dates), were true and correct. Billie Parker further represents that the Sworn Statements disclose all transactions, if any, after November 16, 1990 in which she transferred or conveyed property having a value of $10,000 or more to a third party at less than actual value. Billie Parker further represents and warrants that

she has complied with the Constructive Trust Order, as modified, concerning all asset dispositions after June 30, 1992, and that her only significant sources of additional assets have been distributions, earnings, or profits arising from her work as an accountant, her professional partnership interest, and from other assets shown on the Sworn Statements as of June 30, 1992. Billie Parker acknowledges that this Agreement and Release is entered into by the OTS and the RTC in reliance upon the Sworn Statements and further understands and agrees that this Agreement and Release may be rescinded by the OTS or the RTC in the event that any statements in the Sworn Statements or any of the representations and warranties in this paragraph are shown to be materially false.

11. This Agreement and Release shall be binding upon and inure to the benefit of each of the parties and their respective affiliates, successors, agents, attorneys, trustees, partners, representatives and assigns.

12. This Agreement and Release shall be effective when all of the parties hereto execute this Agreement and Release.

13. This Release shall be governed by the laws of the United States, and specifically by federal law. However, in the event no federal law exists, the laws of the State of Texas shall apply, except that any conflict of laws rule in Texas that would require reference to the laws of another state shall be disregarded.

13. This ORDER shall become effective on the date it is issued.

Approved as to form
and content:

/s/

Patrick McManemin
Attorney for RESPONDENT
Tommy M. Parker

THE OFFICE OF THRIFT SUPERVISION

BY: /s/
~~TIMOTHY RYAN, DIRECTOR~~
OFFICE OF THRIFT SUPERVISION
Jonathan L. Fiechter
Acting Director