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UNITED STATES OF AMERICA
BEFORE THE
OFFICE OF THRIFT SUPERVISION

In the Matter of: GREAT WEST SAVINGS BANK, F.S.B. Craig, Colorado and TOM R. WAYMIRE, an Institution-Affiliated Party.	Enforcement Review Committee Resolution No.: ERC 89-146 Dated: December 6, 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 Tom R. Waymire ("Waymire"), hereby agree as follows:

1. Consideration.

(a) The ERC, on behalf of the OTS and based upon information reported to it, is of the opinion that the grounds exist to initiate an administrative proceeding against Great West Savings Bank, F.S.B. ("Great West") and Tom R. Waymire ("Waymire") 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. Section 1818(b).

(b) Great West and Waymire desire to cooperate with the OTS to avoid the time and expense of such administrative litigation. Great West has executed a Stipulation and Consent to Issuance of Order to Cease and Desist, and Waymire, without admitting or denying that such grounds exist, also hereby stipulates and agrees to the following terms in consideration of the forbearance by the OTS from initiating such administrative cease-and-desist litigation on the matters covered in the accompanying Order to Cease and Desist ("Order").

(c) It is understood and agreed by the OTS and Waymire that this Stipulation is entered into only for purposes of obtaining Waymire's stipulation and agreement to the terms and conditions of paragraph numbered 6 of the accompanying Order and does not foreclose the OTS from taking additional enforcement action against Waymire in his capacity as an institution-affiliated party or as a person participating in the affairs of Great West.

2. Jurisdiction.

(a) Waymire is an "institution-affiliated party" within the meaning of Section 3(u) of the FDIA as amended by FIRREA.

(b) Great West is a "savings association" within the meaning of Section 3 of the FDIA and Section 2 of the Home Owner's 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).

(c) 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.

(d) Great West and Waymire are subject to the authority of the OTS to initiate and maintain cease-and-desist proceedings against them pursuant to Section 8(b) of the FDIA, as amended by FIRREA, to be codified at 12 U.S.C. § 1818(b).

3. Consent. Waymire consents to the issuance of the Order by the OTS. He further agrees to comply with its terms upon its issuance, including the execution within 10 days of the issuance of the Order of an indemnification agreement as set forth in paragraph 6 of the Order, and stipulates that the Order complies with all requirements of law.

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. Waymire waives his 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 Waymire, as an individual, execute this Stipulation and Consent to Issuance of Order to Cease and Desist.

OFFICE OF THRIFT SUPERVISION	TOM R. WAYMIRE
/S/	/S/
Rosemary Stewart Secretary, Enforcement Review Committee and Director of Enforcement	As an Individual

UNITED STATES OF AMERICA
BEFORE THE
OFFICE OF THRIFT SUPERVISION

In the Matter of: GREAT WEST SAVINGS BANK, F.S.B. Craig, Colorado and TOM R. WAYMIRE, an Institution-Affiliated Party.	Enforcement Review Committee Resolution No.: ERC 89- *146* Dated: *December 6, 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 Great West Savings Bank, F.S.B., its subsidiaries, service corporations and affiliates ("Great West" or the "Institution"), hereby agree as follows:

1. Consideration. The ERC, on behalf of the OTS and based upon information reported to it, is of the opinion that the grounds exist to initiate an administrative proceeding against Great West 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. Section 1818(b). Great West desires to cooperate with the OTS 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 on the matters covered in the accompanying Order to Cease and Desist ("Order").

2. Jurisdiction.

(a) Great West is a "savings association" within the meaning of Section 3 of the FDIA and Section 2 of the Home Owner's 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 a savings association. Therefore, Great West 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. Great West consents to the issuance of the Order by the OTS. It further agrees to comply with its terms upon its issuance and stipulates that the Order complies with all requirements of law.

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. Great West 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 Great West, by a majority of its directors, execute this Stipulation and Consent to Issuance of Order to Cease and Desist.

OFFICE OF THRIFT SUPERVISION

/S/

Rosemary Stewart
Secretary, Enforcement Review Committee and Director of Enforcement

GREAT WEST SAVINGS BANK F.S.B.
by a majority of its directors

By

/S/

/S/

/S/

UNITED STATES OF AMERICA
Before the
OFFICE OF THRIFT SUPERVISION

In the Matter of GREAT WEST SAVINGS BANK, F.S.B., Craig, Colorado, and TOM R. WAYMIRE, an Institution-Affiliated Party.	)	Re: Enforcement Review Committee Resolution No. ERC-89- *146* Dated: *December 6, 1989*

ORDER TO CEASE AND DESIST

WHEREAS, Great West Savings Bank, F.S.B., Craig, Colorado, ("Great West" or the "Institution"), through its directors, has executed a Stipulation and Consent to Issuance of Order to Cease and Desist ("Stipulation") that is accepted and approved by the Office of Thrift Supervision ("OTS"), acting through its Enforcement Review Committee ("ERC"), and is incorporated herein by reference; and

WHEREAS, Tom R. Waymire ("Waymire"), an "institution-affiliated party" within the meaning of Section 3(u) of the Federal Deposit Insurance Act as supplied 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. § 1813(u), has executed a Stipulation and Consent to Issuance of Order to Cease and Desist ("Stipulation") that is accepted and approved by the OTS, acting through its ERC, and is incorporated herein by reference; and

WHEREAS, Great West and Waymire, in their respective Stipulations, have consented and agreed to the issuance of this Order to Cease and Desist ("Order") pursuant to Section 8(b) of the FDIA as amended by FIRREA, to be codified at 12 U.S.C. § 1818(b);

NOW, THEREFORE, IT IS ORDERED that Great West and its directors, officers, employees, agents, subsidiaries, and service corporations shall cease and desist from any violation of, or the aiding and abetting of any violation of the following statutes, rules, regulations or policies, or any amendments or modifications thereto:

a. Section 563.41 of the Rules and Regulations of the Federal Savings and Loan Insurance Corporation ("FSLIC"), as amended and continued by OTS ("Insurance Regulations"), 12 C.F.R. § 563.41 (1989);

b. Section 563.43 of the Insurance Regulations, 12 C.F.R. § 563.43 (1989);

c. Section 571.9 of the Insurance Regulations, 12 C.F.R. § 571.9 (1989);

d. Section 584.3 of the Regulations for Savings and Loan Holding Companies, as amended and continued by OTS, 12 C.F.R. § 584.3 (1989);

e. Section 563.9-3 of the Insurance Regulations, 12 C.F.R. § 563.9-3 (1989), with respect to loan transactions entered into prior to August 9, 1989; and,

f. Section 5(u) of the Home Owners' Loan Act of 1933 ("HOLA"), as supplied by FIRREA, to be codified at 12 U.S.C. § 1464(u), for loan transactions entered into on and after August 9, 1989.

AND IT IS FURTHER ORDERED that:

1. All technical words or terms used in this Order, for which meanings are not specified or otherwise provided for 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 or as such definition is amended after the execution of this Order, 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 their best custom and usage in the savings and loan industry. However, for the purposes of this Order, except as otherwise indicated, the following definitions shall apply:

   a. 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 any persons or entities, either individually or acting together in a single transaction;

   b. "invest in" means to make, originate, purchase, acquire, guarantee, refinance, modify, extend, renew, or to commit to do any of these;

   c. "transfer" means any form of conveyance from one person or entity to another person or entity, including but not limited to assigning, pledging, exchanging, or committing to do any of these;

   d. "real estate investment" means the net book value of real estate purchased, acquired by foreclosure or deed in lieu thereof, or owned in any manner, inclusive of any expenditures incurred in connection with holding or improving such real estate and following adjustment for any loss reserves or allowances.

2. Except for existing, legally binding commitments and investments that qualify as liquid assets under Section 523.10 of the Regulations for the Federal Home Loan Bank System, 12 C.F.R. § 523.10 (1989), or its successor regulation, without prior written approval of the District Director for the Office of Thrift Supervision, Topeka District, or his designee, ("District Director" or "Supervisory Agent"), the Institution shall not, and shall not allow any wholly-owned or majority-owned subsidiary 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, and 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, <u>except</u> loans made at current market interest rates and terms which are:

(1) to finance the bona fide purchase of, or custom construction of pre-sold, 1-4 family residences secured by first liens on such properties that do not exceed Two Hundred Fifty Thousand Dollars ($250,000); or

(2) to refinance loans on existing 1-4 family residences secured by first liens on such properties that do not exceed Two Hundred Fifty Thousand Dollars ($250,000); or

(3) to be secured by second liens on existing 1-4 family residences where the loan to value ratio of the first and second liens combined does not exceed 80 percent and the combined debt does not exceed Two Hundred Fifty Thousand Dollars ($250,000); or

(4) to finance residential real estate other than 1-4 family residences where the loan-to-value ratio does not exceed 80 percent of the loan and such loan does not exceed Two Hundred Fifty Thousand Dollars ($250,000); provided, however, that such loans shall not exceed the limitations contained in Section 5(u) of the HOLA, as amended by FIRREA, to be codified at 12 U.S.C. § 1464(u); or

(5) to refinance residential real estate other than 1-4 family residences if such loan does not exceed Two Hundred Fifty Thousand Dollars ($250,000); provided, however, that such loans shall not exceed the limitations contained in Section 5(u) of the HOLA, as amended by FIRREA, to be codified at 12 U.S.C. § 1464(u); or

(6) to finance nonresidential real estate where the loan-to-value ratio does not exceed 80 percent of the loan and such loan does not exceed Two Hundred Fifty Thousand Dollars ($250,000); provided, however, that such loans shall not exceed the limitations contained in Section 5(u) of the HOLA, as amended by FIRREA, to be codified at 12 U.S.C. § 1464(u); or

(7) to refinance nonresidential real estate if such loan does not exceed Five Hundred Thousand Dollars ($500,000); provided, however, such loans shall not exceed the limitations contained in Section 5(u) of the HOLA, as amended by FIRREA, to be codified at 12 U.S.C. § 1464(u);

(c) invest in any real estate investment or set of such investments unless such investment or set of investments is made in compliance with 12 C.F.R. § 563.9-8 (1989);

(d) transfer any real estate investment (i.e., real estate owned) or set of such investments in excess of Two Hundred Fifty Thousand Dollars ($250,000), or if the loss to be recognized upon transfer exceeds the greater of 15 percent of the net book value or Twenty Five Thousand Dollars ($25,000);

(e) invest in or transfer any security or set of securities in excess of Twenty Thousand Dollars ($20,000), except as provided in Section 2(r) hereof;

(f) transfer any loan secured by real estate or participation therein or any set of such loans or participations if any such loan or participation exceeds Two Hundred Fifty Thousand Dollars ($250,000);

(g) invest in or transfer commercial loans or letters of credit, whether secured or unsecured, with a book value in excess of Thirty Thousand Dollars ($30,000); provided, however, that such investments shall not exceed the limitations contained in Section 5(u) of the HOLA, as amended by FIRREA, to be codified at 12 U.S.C. § 1464(u);

(h) invest in or transfer any consumer or education loans, or set of such loans, in excess of Thirty Thousand Dollars ($30,000);

(i) enter into any lease or contract for the purchase of real estate or of any interest therein except in the ordinary and usual course of its business; provided, that the lease of 1-4 family dwellings shall be considered in the ordinary or usual course of business;

(j) enter into any contract or any agreement for the purchase, sale, or lease of goods, materials, equipment, supplies, services, or capital assets if such contract has a value greater than $25,000, except in the ordinary and usual course of its business;

(k) enter into any joint venture agreements;

(l) except for individual merit increases in accordance with its standard personnel policy in effect at the time this Order is presented by the Supervisory Agent for execution, and normal periodic employee salary and wage increases scheduled prior to the effective date of this Order and that comply with Section 563.17 of the Insurance Regulations, 12 C.F.R. § 563.17 (1989), and OTS Memorandum R-42, make any increase in excess of five (5) percent, on an annualized basis, 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 nonofficer employees if the compensation of such employee before any increase does not exceed Thirty-Five Thousand Dollars ($35,000) and the aggregate increase or increases for any employee do not exceed 10 percent during any calendar year;

(m) employ or appoint any person to serve as an officer, director, or senior manager who is not so employed or appointed as of the date this Order; employ any person at a rate of compensation which, on an annualized basis, exceeds Thirty-Five Thousand Dollars ($35,000) 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 Section 563.39 of the Insurance Regulations, 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, retirement, fringe benefit, or other employee benefit plans, or other employment contracts with any employee, director, or officer;

(n) enter into, renew, or revise any contractual arrangement with any officer, director, controlling person, affiliate, subsidiary, or affiliated person, for or of the Institution or any of its subsidiaries; the Institution shall give the Supervisory Agent ten (10) days prior written notice if it intends to employ any consultants or agents, including the terms of employment and compensation of such consultant or agent, and the Supervisory Agent shall have the right, in his or her sole discretion, to object to the employment of such consultant or agent;

(o) amend or permit to be amended its charter or bylaws except as directed by the Agent and approved by the board of directors ("board") of the Institution;

(p) make any material change in accounting method, except in accordance with this Order or as required by generally accepted accounting principles ("GAAP") or OTS regulations or guidelines;

(q) invest in any service corporation or any subsidiary thereof or finance subsidiary. For the purposes of this subparagraph, "invest in" shall include, but is not limited to, the making of investments in securities issued by such entities, and the extensions of credit to, or the guaranteeing of the debt of, such entities;

(r) enter into any purchase or repurchase agreement obligation arising from a transfer of government securities if the aggregate amount of all such purchase or repurchase agreements would exceed the aggregate amount of such purchase or repurchase agreements outstanding as of October 31, 1989, except as may otherwise be permitted by this Order;

(s) enter into any binding agreement to merge, consolidate, or otherwise be acquired, or to reorganize except in connection with a plan of combination or reorganization approved by the OTS or its Supervisory Agent;

(t) increase its liabilities during any calendar quarter in excess of the amount of interest credited on savings accounts during the quarter (or, in the case of share accounts, earnings credited) and the amount necessary to fund during the quarter any loans in process obligations or legally binding commitments existing as of the date of issuance of this Order;

(u) declare or pay cash or stock dividends on common or preferred stock;

(v) purchase, invest in, commit to invest in, or otherwise deal in securities which are not rated as being at least BBB by Standard and Poors' ~~,~~ or Baa by Moody's (i.e., high yield or "junk" bonds);

(w) enter into any transaction including, but not limited to, the transactions listed in Exhibit A, or any other similar material financial transaction which does not require inclusion on the balance sheet of the Institution in accordance with generally accepted accounting principles;

(x) enter into any transaction which may be governed by Sections 22(g), 22(h), 23A or 23B of the Federal Reserve Act, except that any transaction governed by one of the aforementioned sections which has a value of less than $25,000 shall not be subject to this subparagraph 2(x); and further transactions which are subject to Paragraph 4 of this Order shall be governed solely by that paragraph; and

(y) engage in any transactions with affiliates, controlling persons, affiliated persons, immediate family members thereof, or holding company affiliates, as those terms are defined at 12 C.F.R. §§ 561.25, 561.28, 561.29, 561.30, and 561.34 (1989); except as set forth in Paragraph 2(x) hereof.

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

The list of commitments or obligations shall include:

(a) the type of commitment or obligation;

(b) the date of the commitment or obligation;

(c) the total amount;

(d) the identity of the borrower, if applicable;

(e) the identity of the seller, if applicable;

(f) the effective date; and,

(g) the date of anticipated funding.

The Institution shall submit with this list a written opinion from independent legal counsel that he/she has reviewed the terms of each unfunded commitment or obligation in excess of Two Hundred Fifty Thousand Dollars ($250,000) and address whether or not such commitment or obligation constitutes a legally binding commitment or obligation of the Institution that could be enforced in a court of law by the party to whom the commitment or obligation is made.

In retaining independent legal counsel to review the terms of the commitment or obligation, the Institution shall only retain counsel licensed in the jurisdiction where any real property which relates to the obligation or commitment is located, or in the state in which the home office of the Institution is located, and said counsel shall not have been retained or employed by the Institution during any part of a period of three (3) years prior to the date of the request for review.

4. Without the prior written approval of the Supervisory Agent, Great West shall not enter into, or commit to enter into any loans, investments, or other business relationships with, or purchase or sell any real or personal property from or to the following persons, business entities, their affiliates, controlling persons, immediate family members, holding company affiliates, or affiliated persons:

(a) Norman F. Kroening ("Kroening");

(b) Tom Waymire ("Waymire");

(c) U. S. Federal Mortgage Co. ("U. S. Federal");

(d) Inland Empire Mortgage Corporation ("Inland");

(e) Evergreen Escrow ("Evergreen");

(f) TAMCO Inc. ("TAMCO");

(g) Norwes Development Corp. ("Norwes"); or

(h) Pacific Coast Insurance.

All parties referenced in this Paragraph 4 shall be known collectively, and hereafter, as the "Interrelated Parties".

5. Within ten (10) days of the date of issuance this Order, Great West will rescind the sale of the stock of U. S. Federal to Inland dated June 30, 1989, as well as all extensions of credit by Great West to U. S. Federal and Inland. Great West shall be deemed to have complied with this provision if the Institution shall have retained independent legal counsel acceptable to the ~~District~~ Director, and such independent legal counsel for the Institution has performed, at a minimum, the following functions:

(a) preparation and filing of documents, including appropriate pleadings and other litigation materials, for the purpose of effecting the rescission of the stock sale; and

(b) preparation and filing of documents, including appropriate pleadings and other litigation materials, for the purpose of obtaining full repayment of the outstanding balances of those certain warehouse and operating lines of credit dated June 1, 1988, and those certain operating lines of credit dated September 11, 1989, made by Great West to U. S. Federal and Inland, from any or all of the Interrelated Parties; or

(c) in lieu of (a) and (b) above, has pursued other courses of action which are approved by the Supervisory Agent.

Retention of such counsel shall require the prior written approval of the Supervisory Agent. The report of counsel concerning the course of action to be undertaken shall be completed and transmitted within forty-five (45) days from the date of retention of counsel and shall be made available to the Supervisory Agent by Great West.

6. The Institution shall within ten (10) days from the date of issuance of this Order obtain from Waymire an agreement which shall indemnify Great West for any loss recognized, and any expense incurred, by Great West that results from:

(a) the sale of stock of U.S. Federal to Kroening and Inland;

(b) the disbursement of funds made directly or indirectly to U.S. Federal or Inland by Great West for the purchase of any loans for which loan files do not exist or have not been located as of the date of issuance of this Order; and

(c) the disbursement of any funds made by U. S. Federal or Inland to, or on behalf of, the Interrelated Parties which disbursements are unrelated to legitimate operating expenses of U.S. Federal or Inland.

The indemnification shall be in a form acceptable to the Supervisory Agent.

7. The Institution shall immediately upon issuance of this Order undertake its best efforts to obtain from Kroening indemnification against loss arising as a result of rescission of the stock transaction and repayment of the warehouse and operating lines mentioned in paragraph 5 of this Order. The indemnification shall be in a form acceptable to the Supervisory Agent.

8. Within fourteen (14) days of the date of issuance of this Order, Great West shall retain an independent accounting

firm acceptable to the Supervisory Agent to review and prepare a report on the following transactions with respect to U. S. Federal and Inland and their affiliates (for purposes of this paragraph, the "Companies"):

(a) any disbursement of funds by either or both of the Companies to, or on behalf of, the Interrelated Parties from and after May 1, 1989; and,

(b) any disbursement of funds by either or both of the Companies to, or on behalf of, any director, officer or employee of the Institution from and after May 1, 1989.

The accounting firm shall provide the Institution with documentation which will depict, with respect to each disbursement, the payee, the payor, the date of the disbursement, the amount of the disbursement, and the reason for the disbursement. A copy of the report and all of these materials shall be provided to the Supervisory Agent by the Institution.

9. Within thirty (30) days after the date of issuance of this Order, Great West shall vigorously pursue Reseda Finance Inc. and Reseda Financial Corporation ("Reseda") to repurchase the two (2) pools of automobile loans Great West purchased pursuant to that certain Loan Purchase Agreement, entered into on May 18, 1988 and that certain Contract Purchase Agreement, entered into on March 1, 1989. The Institution shall report to the Supervisory Agent, on a monthly basis, all material communications, discussions and/or negotiations engaged in by, or on behalf of the Institution regarding the proposed repurchase.

The Institution shall submit to the Supervisory Agent for prior approval, in his/her sole discretion, any agreement the Institution contemplates entering into with Reseda on the repurchase of these loans.

In the event no acceptable repurchase agreement can be reached by December 31, 1989, Great West will pursue any other appropriate legal remedy it may have against Reseda. The Institution shall report to the Supervisory Agent, on a monthly basis, any material communications, discussions, and/or negotiations, including initiating legal action, engaged in by, or on behalf of, the Institution.

10. Within thirty (30) days after the date of issuance of this Order, the Institution shall provide to the Supervisory Agent a list of all loans to Interrelated Parties (as defined hereinabove) outstanding as of the date of issuance of this Order, except transactions which have a fair market value (at the time of the loan's commitment) of less than $5,000.

The information for each loan shall include:

(a) the identity of the obligor and guarantor, if any;

(b) the date of the loan;

(c) the total amount disbursed;

(d) the loan amount remaining to be disbursed;

(e) the terms of the loan;

(f) the publicly available terms for similar loans;

(g) the collateral for the loan; and,

(h) the prospects for repayment.

11. Within thirty (30) days after the date of issuance of this Order, the Institution shall provide to the Supervisory Agent a list of all transactions (e.g., the assumption of a loan(s), or the purchase, sale or lease of assets) completed within one year prior to the effective date of this Order with any and all Interrelated Parties, except transactions which had a fair market value (at the time of the transaction) of less than $5,000.

The information to be provided on each of these transactions shall include:

(a) the identity of the Interrelated Party participating in the transaction and the nature of the transaction;

(b) the date of the transaction;

(c) the total amount disbursed (or value of the property transferred or acquired);

(d) the amount remaining to be disbursed (or the present value of property transferred or acquired);

(e) the other financial terms of the transaction; and

(f) the terms with which the Institution would have been willing to engage in an identical transaction with an unrelated party if both parties were willing buyers and willing sellers, neither under any compulsion to buy or sell.

12. The Institution, and its subsidiaries, shall adhere to the policy statement guidelines set forth in 12 C.F.R.

§§ 571.7 and 571.9 (1989) concerning conflicts of interest and usurpation of corporate opportunity. Within 30 days of the date of this Order, the Institution shall submit a revised plan for avoidance of conflicts of interest and usurpation of corporate opportunities, acceptable to the Supervisory Agent. Such revised plan will:

(a) specify, by name, any director or officer whose occupation or business interests may create possible conflicts of interest with the Institution,

(b) identify specific areas in which such abuses could occur,

(c) describe specific policies and actions that the Institution will adopt to avoid potential conflicts of interest and corporate opportunity abuses,

(d) establish specific procedures for dealing with directors and management officials who violate the Institution's policies in these areas, and

(e) set forth the steps to be taken to eliminate any current and prevent any future conflicts of interest (except for transactions expressly approved by the Supervisory Agent), or the appearance of any conflicts of interest.

To the extent the policies are amended or material deviations from the policies are authorized, the Supervisory Agent be notified of the amendment or deviation and provided a written justification or reasoned basis for the decision.

13. Without the prior written approval of the District Director, the Institution shall not reimburse, indemnify, compensate or otherwise make whole any individual or entity for any adverse financial or other consequence stemming from any

proposed, but canceled, transaction (including the transaction set forth in Paragraph 5 of this Order) between those individuals or entities and any Interrelated Party.

14. The Institution shall file all financial reports required by OTS including monthly and quarterly reports by the required due date and such other reports requested by the Supervisory Agent by the requested due date.

15. The board shall ensure that the chief executive officer of Great West ("CEO") prepares a monthly compliance report for review by the directorate at each regularly scheduled board meeting. This report shall detail the Institution's compliance with the terms of this Order. The CEO shall present this report in its entirety to the directorate at each regularly scheduled meeting. The board shall also ensure that the CEO's report is entered into the minutes of each meeting, and that the District Director is provided with a copy of the subject minutes no later than ten business days following the end of each Board meeting. Each official minute book copy of the minutes of the Board's meetings shall be signed and dated by each director.

16. No later that the final day of each calendar month, the board of directors of the Institution shall file with the District Director a resolution, similar to the attached reso-

lution, signed by each director, certifying that the Institution has complied with all conditions of this Order.

ENFORCEMENT REVIEW COMMITTEE

/S/

Rosemary Stewart
Director of Enforcement and
Secretary, Enforcement Review
Committee

RESOLUTION

WHEREAS, the Board of Directors of Great West Savings Bank, F.S.B., Craig, Colorado, has been required to make certain certifications regarding the activities as outlined in the Order to Cease and Desist dated ____________________, 1989, and

WHEREAS, the Board of Directors have reviewed certain activities and transactions with the senior officers of the Institution occurring during the month of ___________, 1989;

NOW, THEREFORE, BE IT RESOLVED, that based upon reports and information provided to the undersigned directors by the senior officers of the Institution, the undersigned members of the Board of Directors hereby certify that, to the best of our knowledge and belief, Great West Savings Bank, F.S.B. has complied with all conditions of the Order to Cease and Desist during the month of ___________, 19__.

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DATE: ________________________

Exhibit "A"

1. Bankers' Acceptances;
2. Guarantees;
3. Interest Rate Swaps;
4. Interest-only (IO) Mortgage Backed Security (MBS);
5. Principal-only (PO) MBS;
6. Super PO MBS;
7. Collateralized mortgage obligation (CMO) residuals;
8. Real estate mortgage investment conduit (REMIC) residuals;
9. Planned amortization class (PAC) companion bonds;
10. Targeted amortization class (TAC) companion bonds;
11. PAC IOs;
12. PAC residuals;
13. PAC POs;
14. TAC POs;
15. TAC IOs;
16. TAC residuals;
17. Z Bond tranches of CMOs or REMICs;
18. Jump Z tranches of CMOs or REMICs;
19. PAC support bonds;
20. TAC support bonds;
21. All purchased mortgage loan servicing;
22. Fixed rate tranches of CMOs or REMICs;
23. Floating rate tranches of CMOs or REMICs;
24. Synthetic MBS agreements;
25. Box trades with MBS;
26. Adjustable rate preferred stock;
27. Perpetual floating rate notes;
28. Non-investment grade corporate debt securities;
29. Exchange traded or over-the-counter options;
30. Options on interest rate swaps (Swaptions); or,
31. any transaction or instrument similar to any of the foregoing.