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SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 4th day of October, 1991, by and between Eureka Savings Bank, F.S.B., Eureka, Kansas, Docket No. 00671 ("Institution"), for itself and for any wholly-owned subsidiary and the Office of Thrift Supervision ("OTS"). This Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Institution. It is understood and agreed that this Agreement is a "written agreement" entered into with the OTS within the meaning of 12 U.S.C.S. Sections 1818(b)(1) and (i)(2) (Law. Co-op. Supp. 1990),

WHEREAS, the OTS has reviewed the operations and financial condition of the Institution and finds that the present condition of the Institution justifies and requires action by the Board of Directors of the Institution for the benefit of the Institution and its depositors, other creditors, and borrowers; and

WHEREAS, the Institution's Board of Directors acknowledges the supervisory rights, powers, and authority of the OTS, with respect to the Institution under the statutes and regulations that govern the operations of the Institution; and

WHEREAS, the OTS is of the opinion that the Institution has violated 12 C.F.R. Section 563.98 (1990), and 12 C.F.R. Sections 563.161, 563.180, 571.7 (1991) and Section 23A of the Federal

Reserve Act ("FRA"), 12 U.S.C.S. Section 371c (Law. Co-op. Supp. 1990), to which the Institution is subject, thereby providing grounds for the initiation of enforcement proceedings against the Institution by the OTS, pursuant to 12 U.S.C. Section 1818(b); and

WHEREAS, in the interest of regulatory compliance and cooperation, and without admitting or denying the aforesaid alleged violations or that grounds exist for the initiation of said enforcement proceedings, the Institution is willing to enter into this Agreement in order to resolve the controversy with the OTS and to avoid the initiation of such proceedings; and

WHEREAS, the OTS is willing to forbear at this time from the initiation of enforcement proceedings as to the matters alleged above as long as the Institution is in compliance with this Agreement;

NOW, THEREFORE, in consideration of the OTS's above-stated forbearance, it is agreed between the parties hereto as follows:

I. DEFINITIONS

1. For the purposes of this Agreement, 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, entities, or institutions 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 to sell, assign, pledge, exchange, or to commit 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.

II. OPERATING RESTRICTIONS

2. Notwithstanding any other provision contained within this Agreement, without prior written approval of the Regional Deputy Director, the Institution shall not, and shall not allow any wholly-owned or partly-owned subsidiary of the Institution to invest in or transfer any loan to, or transfer or invest in any real or personal property to or from the J.C. Nichols Company, its affiliates, employees, officers, or directors or any affiliated persons of J.C. Nichols or its affiliates.

3. The Institution and its subsidiaries shall comply, in all respects, with the requirements and policy guidelines of 12 C.F.R. Section 571.7 of the OTS Regulations and Section 23A of the FRA, 12 U.S.C.S. Section 371c (Law. Co-op. Supp. 1990). Furthermore, the

Board of Directors shall immediately take any measures necessary to bring the Institution into full compliance with OTS regulation 571.7 and Section 23A of the FRA, including but not limited to:

- a. Within thirty (30) days of the effective date of this Agreement, the Institution shall amend its current policy on conflicts of interest to require officers, directors and consultants of the Institution to make written disclosure to the Board of all conflicts of interest in which they are personally involved and to identify any situation which could lead to a conflict of interest or the appearance of a conflict of interest. Furthermore, the policy shall require the execution of a written recusal by any such officer or director from any and all involvement in activities related to the reported conflict or any situation which could lead to a conflict of interest or the appearance of a conflict of interest. If a situation is reported which the Board of Directors believes would not lead to a conflict of interest or the appearance of a conflict of interest, the requirement of a written recusal may be waived but only if the prior written concurrence of the Regional Deputy Director is obtained.

- b. Within fifteen (15) days of the effective date of this Agreement, the Institution shall request Robert L. Jackson, Jr. to make written disclosure of all

activities performed by him pertaining to Metnall Associates, whether such action was taken on behalf of Eureka Savings Bank or Metnall Associates.

- c. The Institution recognizes that Robert L. Jackson, Jr., a former director of the Institution, is an officer of J. C. Nichols Company. The Institution will implement steps to ensure the complete cessation of Mr. Jackson's participation in the affairs of the Institution or its service corporation (including officer, director, consultant, attorney, or any other capacity) except for those activities which have received the prior written approval of the Regional Deputy Director.
- d. Without the prior written approval of the Regional Deputy Director the Institution shall not enter into any consulting fee arrangement between its service corporation, Great Plains Service Corporation, Inc., and Robert L. Jackson, Jr. and James J. Levitt. Furthermore, the directors shall immediately undertake the preparation of a complete written report reviewing the consulting fees paid by Great Plains Service Corporation, Inc. to Robert L. Jackson, Jr. and James J. Levitt since December 31, 1989 ("Consulting Fee Report"). The Consulting Fee Report may be produced by a committee of disinterested directors, as selected by the Board, or by independent outside fee counsel. The

Consulting Fee Report should list the specific duties and other activities performed by Robert L. Jackson, Jr. and James J. Levitt pursuant to the consulting arrangement between the service corporation and these individuals and detail the documentation evidencing that such duties and other activities were performed. The documentation should specify in detail, to the extent available:

- (i) the specific services performed by Messrs. Jackson and Levitt in their capacities as consultants to the service corporation;
- (ii) the dates and times spent in fulfilling these duties;
- (iii) the specific duties, responsibilities, and other work performed or undertaken by Robert L. Jackson, Jr. pertaining to Metnall Associates since June 1, 1990 and the dates and time spent in the fulfillment of these duties and responsibilities; and,
- (iv) any other data relevant to this review.

The Consulting Fee Report should also estimate the monetary value of the documented activities and indicate the methodology used in calculating this assessment. The Institution is to take all necessary steps, including, if necessary, the engagement of independent legal counsel, in order to obtain reimbursement, plus interest at a market

rate, from Robert L. Jackson, Jr. and/or James J. Levitt for duties and activities which cannot be supported and documented.

- e. Within thirty (30) days of the effective date of this Agreement, the Institution is to provide a Consulting Fee status report to the Regional Deputy Director detailing the findings to date and specifically indicating the amount and status of Consulting Fee reimbursement requests, if any, made to Messrs. Jackson and Levitt as of the date of the status report.
- f. Within sixty (60) days of the effective date of this Agreement, the Institution is to provide to the Regional Deputy Director a copy of the completed Consulting Fee Report, the amount of the undocumented fees, if any, which have been requested to be reimbursed from Messrs. Jackson and Levitt, the status of the requested reimbursements, and a certified copy of Board minutes reflecting the Board's review and discussion of the Consulting Fee Report.
- g. Within ten (10) days of the end of each month thereafter, the Institution is to provide to the Regional Deputy Director a written status report detailing the status of the requested reimbursements, if any, and the actions taken or to be taken by the Institution to secure reimbursement.

Such reports shall cease upon receipt by the Institution or its service corporation of the full amount of the requested reimbursements plus applicable interest.

- h. Notwithstanding the foregoing provisions of this paragraph 3 and its subparagraphs, it is understood that a refusal by Robert L. Jackson, Jr. ^{or} to reimburse any fees sought by the Institution shall not constitute a violation of this Agreement so long as the Institution takes all appropriate and necessary actions as specified in paragraph 3 and its subparagraphs (a) through (g).

James J.
Levitt

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4. Without the prior written approval of the Regional Deputy Director, the Institution shall not, and shall not allow any wholly-owned or partly-owned subsidiary of the Institution to, pay any fees, salary or any other type of remuneration to Robert L. Jackson, Jr., whether based upon past or future performance of duties by Mr. Jackson.

III. PRAIRIE VILLAGE BRANCH LAND PURCHASE

5. Within fifteen (15) days of the effective date of this Agreement, the Institution shall undertake best efforts to reverse the May 10, 1990 purchase of a parcel of land upon which the Institution's Prairie Village branch office building is located, or submit another plan acceptable to the Regional Deputy Director, providing for the disposition of that parcel of land.

6. If, within thirty (30) days of the effective date of this Agreement, the transaction is not reversed, or the parcel of land is not otherwise disposed of in accordance with paragraph 5 hereof, the Institution shall immediately submit a status report detailing the efforts made by the Institution to effect the reversal or other disposition of the parcel of land.

7. If, within sixty (60) days of the effective date of this Agreement, the transaction is not reversed, or the parcel of land is not otherwise disposed of in accordance with paragraph 5 hereof, the Institution shall submit a plan, acceptable to the Regional Deputy Director, for the disposition of the building and underlying land.

IV. REPORTING REQUIREMENTS

8. No later than the last day of each quarter, the Institution shall file with the Regional Deputy Director a resolution, similar to the resolution attached to this Agreement, signed by each director in attendance at the regularly scheduled board meeting for the month ending the quarter. The Institution shall maintain the documents relied upon by the directors in support of each quarterly resolution. Such documents shall be readily available for review by the OTS upon request.

V. GENERAL PROVISIONS

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

10. All statutory and regulatory citations herein shall be in the form as codified or promulgated as of the date of this Agreement, or as amended or renumbered thereafter, except that the citation to 12 C.F.R. Section 563.98 (1990) specifically refers to that regulation as contained in the 1990 Code of Federal Regulations.

11. Nothing in this Agreement shall be construed as allowing the Institution to violate any law or regulation to which it is subject.

12. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest.

13. This Agreement shall remain in effect until terminated, modified or suspended by the OTS, acting through its Regional Deputy Director for the Topeka Area Office. Such Regional Deputy Director may suspend, in his or her sole discretion, any or all

provisions of this Agreement during the term of this Agreement. The Regional Deputy Director will entertain, in good faith, written requests for termination of this Agreement, if, in his or her opinion, the Institution has at all times complied with the terms of this Agreement and has maintained compliance with regulatory capital requirements for two (2) consecutive calendar quarters.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly designated agent. A certified copy of the resolution of the Board of Directors of Eureka Savings Bank, F.S.B. authorizing the execution of this Agreement is attached hereto and made a part hereof.

OFFICE OF THRIFT SUPERVISION

By: _____
Regional Deputy Director

EUREKA SAVINGS BANK, F.S.B.
EUREKA, KANSAS

By: _____
15/

Its: President

CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

I, the undersigned, being the duly qualified Secretary of Eureka Savings Bank, F.S.B., Eureka, Kansas ("the Institution"), hereby certify that the following is a true copy of a resolution duly adopted by its Board of Directors at a meeting duly called and held on October 4, 1991, that at said meeting a quorum was present and voting throughout, and that said resolution has not been rescinded or modified and is now in full force and effect:

RESOLUTION

WHEREAS, the officers and directors of the Institution have been advised that representatives of the Office of Thrift Supervision ("OTS") believe the Institution to have violated 12 C.F.R. Section 563.98 (1990), and 12 C.F.R. Sections 563.161, 563.180, 571.7 (1991) and Section 23A of the Federal Reserve Act, 12 U.S.C.S. Section 371c (Law. Co-op. Supp. 1990), to which the Institution is subject, thereby providing grounds for the initiation of enforcement proceedings against the Institution by the OTS, pursuant to 12 U.S.C. Section 1818(b), and

WHEREAS, said officers and directors have been informed that the OTS will forbear from the initiation of said enforcement proceedings as a result of the Institution's violations noted above if the Supervisory Agreement ("Agreement") attached to the minutes of this meeting and thereby made a part hereof, is executed by the Institution and if its terms are thereafter carried out by the Institution, and

WHEREAS, the Directors of the Institution have read and considered the Agreement and after due consideration, and in the interest of regulatory compliance and cooperation, and without admitting or denying the aforesaid alleged violations or that grounds exist for the initiation of said enforcement proceedings, have determined to enter into the Agreement:

NOW, THEREFORE, BE IT RESOLVED, that the Agreement, be and is hereby approved by the Board of Directors of Eureka Savings Bank, F.S.B. and that the President of the Institution, David Humphrey, is authorized to sign and execute the Agreement on behalf of the Institution, and that the officers and employees of the Institution are directed and authorized to take all necessary steps to implement immediately the terms of the Agreement.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of Eureka Savings Bank, FSB this 4th day of October, 1991.

/s/ Leonard C. Cahoj
Leonard C. Cahoj Secretary