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SUPERVISORY AGREEMENT

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This Supervisory Agreement ("Agreement") is made and is effective this ~~1ST~~ day of SEPT., 1993 (the "Effective Date"), by and between Home Federal Savings and Loan Association of Oklahoma City, Oklahoma City, Oklahoma (the "Association"), a federally chartered stock association, having its main office located at Oklahoma City, Oklahoma and the Office of Thrift Supervision ("OTS"), an office within the United States Department of the Treasury, having its principal executive offices located at 1700 G Street, N.W., Washington, D.C.

WHEREAS, the OTS is the primary federal regulator of the Association; and

WHEREAS, based on the Report of Compliance Examination dated January 25, 1993 ("ROCE"), the OTS, by and through the Regional Director for the Midwest Region or his designee ("Regional Director") is of the opinion that the Association has engaged in acts and practices in operating the business of the Association that have resulted in violations of certain of the laws or regulations to which the Association is subject; and

WHEREAS, the OTS is of the opinion that grounds exist for the initiation of administrative proceedings against the Association; and

WHEREAS, the OTS is of the view that it is appropriate to take measures intended to ensure that the Association will comply with all applicable laws and regulations; and

WHEREAS, the Board of Directors of the Association (the "Board"), without admitting or denying any violations of laws or regulations wishes to cooperate with the OTS and to evidence their intent to comply with all applicable laws and regulations.

NOW THEREFORE, in consideration of the above premises, the mutual undertakings set forth herein, the parties hereto agree as follows:

COMPLIANCE WITH LAWS AND REGULATIONS

1. The Association shall take all necessary and appropriate actions to achieve compliance with the following laws and regulations:
 - a. Section 202.5(d) of Regulation B of the Board of Governors of the Federal Reserve System ("Federal Reserve"), 12 C.F.R. § 202.5(d) (regarding limitations on information requests);
 - b. Section 226.22(a)(2) of Regulation Z of the Federal Reserve, 12 C.F.R. § 226.22 (regarding determination of annual percentage rate);
 - c. Section 545.33(c) of the OTS Regulations, 12 C.F.R. § 545.33(c) (regarding adjustments on certain home loans); and

- d. Section 10(c) of the Real Estate Settlement Procedures Act of 1974, as amended, 12 U.S.C. § 2609(c) (regarding escrow account statements).

CORRECTIVE PROVISIONS

Consumer Compliance Program and Implementation Thereof.

- 2. a. Unless the Association has already done so since the issuance of the ROCE, within 90 days after the Effective Date, the Board shall establish and adopt a written program designed to ensure material compliance ("Compliance Program") with the applicable consumer and public-interest related laws and regulations, including, but not limited to, those referenced in Paragraph 1 hereof.
- b. The Compliance Program (regardless of whether adopted before or after the Effective Date) shall provide for written policies and procedures designed to satisfy the requirements of the applicable laws and regulations, including those referenced in subparagraph a hereof, and shall, at a minimum, include:
 - (i) a designated individual(s) (compliance officer(s)) to coordinate and monitor the program;
 - (ii) internal control;
 - (iii) independent testing of compliance; and
 - (iv) training.
- c. Within 30 days after the Effective Date, the Board shall designate or reaffirm a qualified Consumer Compliance Officer to coordinate and monitor the program.
- d. Upon the request of the Regional Director, the Association, acting through its Board, shall consider amending its Compliance Program (regardless of whether adopted before or after the Effective Date), or any portion thereof, as requested by the Regional Director. The Association shall, acting through its Board, officers, employees, and other agents, comply with the Compliance Program, as amended pursuant to OTS request if so amended, and with the statutes and regulations referenced in this Agreement.

BOARD OF DIRECTORS

Compliance with Agreement.

- 3. a. The Board and officers of the Association shall take immediate action to cause the Association to comply with the terms of this Agreement and shall take all actions necessary or appropriate thereafter to cause the Association to continue to carry out the provisions of this Agreement.
- b. The Board, on a quarterly basis, shall adopt a Board resolution (the "Compliance Resolution") formally resolving that, following a diligent inquiry of relevant information (including reports of management), to

the best of its knowledge and belief, during the immediately preceding calendar month, the Association has complied in all material respects with each provision of this Agreement currently in effect, except as otherwise stated. The Compliance Resolution shall: (i) describe in sufficient detail how, if at all, full compliance was found not to exist, and (ii) identify all notices of exemption or non-objection issued by the Regional Director that were outstanding as of the date of its adoption. The Board may rely upon the reports of management in adopting such resolution to the extent that such reliance is reasonable under the circumstances.

- c. The minutes of the meeting of the Board shall set forth the following information with respect to the adoption of each Compliance Resolution: (i) the identity of each director voting in favor of its adoption; and (ii) the identity of each director voting in opposition to its adoption or abstaining from voting thereon, setting forth each such director's reasoning for opposing or abstaining if such reasoning is expressed at the meeting.

MISCELLANEOUS

Definitions.

4. 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 Owners' Loan Act, as amended, ("HOLA"), the Federal Deposit Insurance Act, as amended, ("FDIA") or OTS Memoranda. Any such technical words or terms used in this Directive and undefined in said Code of Federal Regulations, HOLA, FDIA, or OTS Memoranda shall have meanings that are in accordance with the custom and usage in the savings and loan industry.

Successor Statutes, Regulations, Guidance, Amendments.

5. Reference in this Agreement to provisions of statutes, regulations, and OTS Memoranda shall be deemed to include references to all amendments to such provisions as have been made as of the Effective Date and references to successor provisions as they become applicable.

Duration, Termination or Suspension of Agreement.

6. a. This Agreement shall: (i) become effective upon its execution by the OTS, through its authorized representative whose signature appears below and (ii) remain in effect until terminated, modified or suspended in writing by the OTS, acting through its Director or the Regional Director (including any authorized designee thereof). The Association may request the termination, modification, or suspension of the Agreement, which request may be considered by the OTS.
- b. The Regional Director, in his or her sole discretion, may, by written notice, suspend any or all provisions of this Agreement.

Time Limits.

7. Time limitations for compliance with the terms of this Agreement run from the Effective Date, unless otherwise noted.

Effect of Headings.

8. The Section headings herein are for convenience only and shall not affect the construction hereof.

Separability Clause.

9. In case any provision in this Agreement is ruled to be invalid, illegal or unenforceable by the decision of any Court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, unless the Regional Director in his/her sole discretion determines otherwise.

No Violations of Law, Rule, Regulation or Policy Statement Authorized; OTS Not Restricted.

10. Nothing in this Agreement shall be construed as: (i) allowing the Association to violate any law, rule, regulation, or policy statement to which it is subject or (ii) restricting or estopping the OTS from taking any action(s) that it believes are appropriate in fulfilling the responsibilities placed upon it by law.

Successors in Interest/Benefit.

11. 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. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto, the Resolution Trust Corporation, and the Federal Deposit Insurance Corporation and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

Signature of Directors.

12. Each Director signing the Agreement attests, by such act, that she or he, as the case may be, voted in favor of the resolution, in the form attached to this Agreement, authorizing the execution of this Agreement by the Association.

Integration Clause; Modification.

13. This Agreement represents the final written agreement of the parties with respect to the subject matter hereof and constitutes the sole agreement of the parties, as of the Effective Date, with respect to such subject matter. This Agreement may not be amended except by a written modification agreement duly executed by the parties hereto.

CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

I, the undersigned, being the duly appointed and qualified Secretary of Home Federal Savings and Loan Association of Oklahoma City, Oklahoma City, Oklahoma (the "Association") hereby certify as follows:

1. A duly called meeting of the Board of Directors of the Association was held on AUG. 25, 1993;
2. At said meeting a quorum was present and voting throughout;
3. The following is a true copy of resolutions duly adopted by the Association's Board of Directors, which resolutions have not been rescinded or modified and are now in full force and effect:

WHEREAS, the Board of Directors of the Association wishes to cooperate with the OTS and to demonstrate that said Board of Directors and the Association have the intent and ability to comply with all applicable laws and regulations; and

WHEREAS the Directors of the Association have read and considered the proposed Supervisory Agreement ("Agreement") which shall be attached to the minutes of this meeting;

NOW THEREFORE, BE IT RESOLVED, that the Association be and it hereby is authorized to enter into the Agreement in the form attached to the minutes of the meeting,

FURTHER RESOLVED, that the execution and delivery of, and performance of all of the provisions of the Agreement be, and they hereby are, authorized and approved,

FURTHER RESOLVED, that the Directors and Officers of the Association be, and they hereby are, authorized and directed to execute and deliver the Agreement and to take all steps necessary or appropriate to implement the terms of the Agreement and to cause the Association to comply in all respects with the terms of the Agreement.

4. All members of the Board of Directors were present and voted at the meeting (except _____) and all members of the Board of Directors (except _____) voted in favor of the resolution;

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of the Association on this 25 day of AUGUST, 1993.

Name: _____
Title: PRESIDENT

(SEAL)