

**UNITED STATES OF AMERICA**  
**Before The**

\_\_\_\_\_  
In the Matter of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Order No.:

Effective Date: February \_\_, 2011

**CONSENT ORDER**

The [regulator] ("Regulator"), as part of an interagency horizontal review of major residential mortgage servicers, has conducted an examination of the residential real estate mortgage foreclosure processes of [bank] (the "Bank"). The Regulator has identified certain deficiencies and unsafe and unsound practices in the Bank's residential mortgage servicing and in the Bank's initiation and handling of foreclosure proceedings. The Regulator has informed the Bank of the findings resulting from the examination.

The Bank, by and through its duly elected and acting Board of Directors ("Board"), has executed a "Stipulation And Consent To Issuance Of a Consent Order" that is dated March \_\_, 2011, that is accepted by the Regulator. By this Stipulation and Consent, which is incorporated by reference, the Bank has consented to the issuance of this Consent Order ("Order") by the Regulator. The Bank has committed to taking all necessary any appropriate steps to remedy the deficiencies and unsafe or unsound practices identified by the Regulator, and to enhance the Bank's servicing and foreclosure processes.

## Regulator's Findings

The Regulator finds, and the Bank neither admits nor denies, the following:

1. The Bank is a servicer of residential mortgages in the United States, and services a portfolio of \$xxxxxx dollars in residential mortgages. During the recent housing crisis, a substantially large number of residential mortgage loans serviced by the Bank became delinquent and resulted in foreclosure actions.
2. In connection with certain foreclosures of loans in its servicing portfolio, the Bank:
  - (a) filed or caused to be filed in state and federal courts numerous affidavits executed by its employees or employees of third-party service providers making various assertions, such as ownership of the mortgage note and mortgage, the amount of the principal and interest due, and the fees and expenses chargeable to the borrower, in which the affiant represented that the assertions in the affidavit were made based on personal knowledge or based on a review by the affiant of the relevant books and records, when, in many cases, they were not based on such personal knowledge or review of the relevant books and records;
  - (b) filed or caused to be filed in state and federal courts, or in local land records offices, numerous affidavits or other mortgage-related documents that were not properly notarized, specifically that were not signed or affirmed in the presence of a notary;
  - (c) failed to devote to its foreclosure processes adequate internal controls, policies, and procedures, compliance risk management, internal audit, third party management, training and Board oversight; and
  - (d) failed sufficiently to oversee outside counsel and other third-party providers handling foreclosure-related services.

**Board Oversight of Compliance with Order.**

3. Within five (5) days, the Board shall designate a committee to monitor and coordinate the Bank's compliance with the provisions of this Order (Oversight Committee). The Oversight Committee shall be comprised of \_\_\_\_ (#) or more directors.
4. Within ninety (90) days, then quarterly thereafter, the Oversight Committee shall submit a written compliance progress report to the Board (Compliance Tracking Report). The Compliance Tracking Report shall, at a minimum:
  - (a) separately list each corrective action required by this Order;
  - (b) identify the required or anticipated completion date for each corrective action; and
  - (c) discuss the current status of each corrective action, including the action(s) taken or to be taken to comply with each corrective action.
5. Within ten (10) days of receipt of the Compliance Tracking Report, the Board shall review the Compliance Tracking Report and all reports required to be prepared by this Order. Following its review, the Board shall adopt a resolution: (a) certifying that each director has reviewed the Compliance Tracking Report and all required reports; and (b) documenting any corrective actions adopted by the Board. A copy of the Compliance Tracking Report and the Board resolution shall be provided to the [head of regional office] within five (5) days after the Board meeting at which such resolution was adopted.
6. Nothing contained herein shall diminish the responsibility of the entire Board to ensure the Bank's compliance with the provisions of this Order. The Board shall review and adopt all policies and procedures required by this Order prior to submission to the Regulator.

**Comprehensive Action Plan.**

7. Within thirty (30) days of this Order, the Bank shall submit to the [head of regional office] a plan containing a complete description of the actions that are necessary and appropriate to achieve full compliance with this Order (Action Plan). In the event the [head of regional office] asks the Bank to revise the Action Plan, the Bank shall immediately make the requested revisions and resubmit the Action Plan to the [head of regional office]. Following implementation, the Bank shall not take any action that will cause a significant deviation from, or material change to the Action Plan, unless and until the Bank has received a prior written determination of no supervisory objection from the [head of regional office].

8. The Board shall ensure that the Bank achieves and thereafter maintains compliance with this Order, including, without limitation, successful implementation of the Action Plan. The Board shall further ensure that, upon implementation of the Action Plan, the Bank achieves and maintains effective servicing, foreclosure and loss mitigation activities and operations, as well as associated risk management, compliance, quality control, audit, training, staffing, and related functions. In order to comply with these requirements, the Board shall:

- (a) require the timely reporting by Bank management of such actions directed by the Board to be taken under this Order;
- (b) follow-up on any compliance with such actions in a timely and appropriate manners; and
- (c) require corrective action be taken in a timely manner for any non-compliance with such actions.

9. The Action Plan shall address, at a minimum:

- (a) financial resources to develop and implement an adequate infrastructure to support existing and future loss mitigation and foreclosure activities and ensure compliance with this Order;
- (b) organizational structure, managerial resources and staffing to support existing and future loss mitigation and foreclosure activities and ensure compliance with this Order;
- (c) metrics to benchmark and assess the adequacy of staffing levels relative to existing and future loss mitigation and foreclosure activities; and
- (d) governance and controls to ensure full compliance with all applicable federal and state laws (including, but not limited to, the Servicemembers Civil Relief Act (SCRA)), rules, regulations, supervisory guidance, contractual obligations, court order and requirements, and the requirements of this Order.

10. The Action Plan shall specify timelines for completion of each of the requirements of this Order. The timeliness in the Action Plan shall be consistent with any deadlines set forth in this Order.

**Compliance Program.**

11. Within thirty (30) days of this Order, the Bank shall submit to the [head of regional office] an acceptable compliance program to ensure that the mortgage servicing and foreclosure operations, including loss mitigation and loan modification, comply with all applicable federal and state laws, rules, regulations, supervisory guidance, court orders and requirements, and the Bank's contractual obligations to the Government Sponsored Enterprises (GSEs) and investors, and the requirements of this Order, and are conducted in a safe and sound manner (Compliance Program). The Compliance Program shall be implemented within ninety (90) days of this Order. Any corrective action timeframe in the Compliance Plan that is in excess of ninety (90) days

must be approved by the [head of regional office]. The Compliance Program shall include, at a minimum:

- (a) appropriate written policies and procedures to conduct, oversee, and monitor mortgage servicing and foreclosure operations;
- (b) processes to ensure that all factual assertions made in pleadings or affidavits filed by or on behalf of the Bank are accurate and that affidavits are based on personal knowledge or a review of the Bank's books and records when the affidavit so states;
- (c) processes to ensure that affidavits filed in foreclosure actions are executed and notarized in accordance with state law requirements, including jurat requirements;
- (d) the development of standardized affidavits and declarations for each jurisdiction in which the Bank files foreclosure actions;
- (e) processes to ensure that the Bank has properly documented ownership of the promissory note and mortgage (or deed of trust) under applicable state law, or is otherwise a proper party to the action (as a result of agency or other similar status) at all stages of foreclosure and bankruptcy litigation;
- (f) processes to ensure that a clear and auditable trail exists for all factual information contained in each affidavit or declaration, in support of each of the charges that are listed, including whether the amount is chargeable to the borrower and/or claimable to the investor;
- (g) processes to ensure that foreclosure sales (including the calculation of the default period, the amounts due, and compliance with notice requirements) and post-sale confirmation are in accordance with the terms of the mortgage loan and state and federal law requirements;

- (h) processes to ensure that all fees, expenses, and other charges imposed on the borrower are done so in accordance with the terms of the underlying mortgage note, mortgage, or other customer authorization with respect to the imposition of fees, charges, and expenses, and compliance with all applicable state and federal laws, rules, regulations, supervisory guidance, and court orders or requirements;
- (i) processes to ensure that the Bank has the ability to locate and secure all documents, including the original promissory notes if required, necessary to perform mortgage servicing, foreclosure and loss mitigation or loan modification functions and to comply with contractual obligations;
- (j) testing for compliance with applicable federal and state laws, rules, and regulations, supervisory guidance, court orders and requirements, and contractual obligations that is completed by qualified persons with requisite knowledge and ability (which may include internal audit) who are independent of the Bank's business lines and compliance function;
- (k) measures to ensure that policies, procedures, and processes are updated on an ongoing basis as necessary to incorporate any changes in applicable federal and state laws, rules, and regulations, supervisory guidance, court orders and requirements, and contractual obligations;
- (l) an assessment of the qualifications of current management and supervisory personnel responsible for servicing and foreclosure processes and operations, including collections, loss mitigation and loan modification, and a determination of whether any staffing changes or additions are needed;

- (m) an assessment of whether current staffing levels devoted to servicing and foreclosure processes and operations, including collections, loss mitigation and loan modification, to ensure that staffing is adequate to meet current and expected workload demands;
- (n) processes to ensure that workloads of servicing, foreclosure and loss mitigation and loan modification personnel, including single point of contact personnel, are reviewed and managed. Such reviews, at a minimum, shall assess whether the workload levels are appropriate to ensure compliance with the requirements of this Order, and necessary adjustments to workloads shall promptly follow the completion of the reviews. An initial review shall be completed within sixty (60) days of this Order, and subsequent reviews shall be conducted semi-annually;
- (o) ensure that the risk management, quality control, audit, and compliance programs have the requisite authority and status within the organization so that appropriate reviews of the Bank's servicing and foreclosure activities and operations may occur and deficiencies are identified and promptly remedied;
- (p) appropriate training programs for personnel involved in servicing and foreclosure processes and operations, including collections, loss mitigation and loan modification, to ensure compliance with applicable federal and state laws, rules and regulations, supervisory guidance, court orders and requirements, and contractual obligations; and
- (q) appropriate procedures for customers in bankruptcy, including a prohibition on collection of fees after a bankruptcy stay is lifted, the bankruptcy case is dismissed, or the borrower obtains a discharge in bankruptcy.

**Third Party Management.**



11. Within thirty (30) days of this Order, the Bank shall submit to the [head of regional office] acceptable policies and procedures for outsourcing foreclosure functions, including loss mitigation and loan modification, to any agent, independent contractor, consulting firm, law firm (including local counsel in foreclosure or bankruptcy proceedings retained to represent the interests of the owners of mortgages), or other third party (including any subsidiary or affiliate of the Bank not specifically named in this Order) (Third-Party Providers). Third party management policies and procedures shall be implemented within ninety (90) days of this Order. Any corrective action timetable that is in excess of ninety (90) days must be approved by the [head of regional office]. The policies and procedures shall include, at a minimum:

- (a) appropriate oversight to ensure that Third-Party Providers comply with all applicable federal and state laws, rules, regulations, supervisory guidance (including applicable portions of Regulator Bulletin \_\_\_\_\_), court orders and requirements, contractual obligations and the Bank's compliance policies and procedures;
- (b) measures to ensure that all original records transferred from the Bank to Third-Party Providers (including the originals of promissory notes and mortgage documents) remain within the custody and control of the Third-Party Provider (unless filed with the appropriate court or the loan is otherwise transferred to another party), and are returned to the Bank or designated custodians at the conclusion of the performed service, along with all other documents necessary for the Bank's files, and that the Bank retains imaged copies of significant documents sent to Third-Party Providers;
- (c) measures to ensure the accuracy of all documents filed or otherwise utilized on behalf of the Bank or the owners of mortgages in any judicial or non-judicial foreclosure proceeding, related bankruptcy proceeding, or in other foreclosure-related litigation,

including, but not limited to, documentation sufficient to establish ownership of the promissory note and right to foreclose at the time the foreclosure action is commenced;

- (d) processes to perform appropriate due diligence on potential and current Third-Party Provider qualifications, expertise, capacity, reputation, complaints, information security, business continuity and financial viability; to ensure adequacy of Third-Party Provider staffing levels, training, work quality, and workload balance;
- (e) processes to ensure that contracts provide for adequate oversight, including requiring Third-Party Provider adherence to Bank foreclosure processing standards, measures to enforce Third-Party Provider contractual obligations, and processes to ensure timely action with respect to Third-Party Provider performance failures;
- (f) processes to ensure periodic audits of Third-Party Provider work for timeliness, competence and completeness and to ensure compliance with all applicable federal and state laws, rules, regulations, supervisory guidance, court orders and requirements, and the Bank's contractual obligations to GSEs and investors, and to ensure that foreclosures are conducted in a safe and sound manner;
- (g) processes to review customer complaints about Third-Party Provider services;
- (h) processes to prepare contingency and business recovery plans for important Third-Party Providers in the event of short-term or long-term service disruption; and
- (i) a certification process for law firms (and recertification of existing law firm providers), as qualified to serve as Third-Party Providers to the Bank.

**Mortgage Electronic Registration System.**

12. Within thirty (30) days of this Order, the Bank shall submit to the [head of regional office] an acceptable plan to ensure appropriate controls and oversight of foreclosure activities

within respect to the Mortgage Electronic Registration System (MERS) and compliance with MERS' membership rules, terms, and conditions (MERS Requirements) (MERS Plan). The MERS Plan shall be implemented within ninety (90) days of this Order. Any corrective action timetable that is in excess of ninety (90) days must be approved by the [head of regional office].

The MERS Plan shall include, at a minimum:

- (a) processes to ensure that all mortgage assignments and endorsements to or out of MERS' name are executed only by a certifying officer authorized by MERS and approved by the Bank;
- (b) processes to ensure that the Bank maintains up-to-date corporate resolutions from MERS for all Bank employees and third-parties who are certifying officers authorized by MERS, and up-to-date lists of MERS certifying officers;
- (c) processes to ensure compliance with all MERS Requirements and with the requirements of the MERS Corporate Resolution Management System (CRMS);
- (d) processes to ensure the accuracy and reliability of data reported to MERS, including monthly system-to-system reconciliations for all MERS mandatory reporting fields, and daily capture of all rejects/warnings reports associated with registrations, transfers, and status updates on open-item aging reports. Unresolved items must be maintained on open-item aging reports and tracked until resolution. Management shall determine and report whether the foreclosures currently pending in MERS' name are accurate and how many are listed in error, and describe how the data on the MERS system will be corrected;
- (e) an appropriate MERS quality assurance workplan, which clearly describes all tests, test frequency, sampling methods, responsible parties, and the expected process for

open-item follow-up, and includes an annual independent test of the control structure of the system-to-system reconciliation process, the reject/warning error correction process, and adherence to the Bank's MERS Plan; and

(f) inclusion of MERS into the Bank's third-party vendor management process, which shall include a detailed analysis of potential vulnerabilities, including information security, business continuity, and vendor viability assessments.

**Foreclosure Review.**

13. Within thirty (30) days of this Order, the Bank shall retain an independent consultant acceptable to the [head of regional office] to conduct an independent review of certain residential foreclosure actions regarding individual borrowers with respect to the Bank's servicing portfolio. The review shall include residential foreclosure actions or proceedings (including foreclosures that were in process or completed) brought in the name of the Bank, or in the name of the agent for the Bank or the investor (including MERS), that have been pending at any time from January 1, 2009 to December 31, 2010, as well as residential foreclosure sales that occurred during this time period (Foreclosure Review).

14. Within five (5) days of the engagement of the independent consultant described in Paragraph 13, but prior to the commencement of the Foreclosure Review, the Bank shall submit to the [head of regional office] for approval an engagement letter that sets forth:

(a) the methodology for conducting the Foreclosure Review, including: (i) a description of the information systems and documents to be reviewed, including the selection of criteria for files or aspects of files to be reviewed; (ii) the criteria for evaluating the reasonableness of fees and penalties; (iii) other procedures necessary to make the required determinations (such as through interviews of employees and third

parties and a process for the receipt and review of borrower claims and complaints); and  
(iv) any proposed sampling techniques. The engagement letter shall contain a full description of the statistical basis for the sampling methods chosen, as well as procedures to increase the size of the sample depending on results of the initial sampling;

(b) expertise and resources to be dedicated to the Foreclosure Review;

(c) completion of the Foreclosure Review and the Foreclosure Report within one hundred twenty (120) days of the start of the engagement; and

(d) a written commitment that any workpapers associated with the Foreclosure Review shall be made available to the Regulator immediately upon request.

15. The purpose of the Foreclosure Review shall be to determine, at a minimum:

(a) whether at the time the foreclosure action was initiated or the pleading or affidavit filed (including in bankruptcy proceedings and in defending suits brought by borrowers), the foreclosing party had properly documented ownership of the promissory note and mortgage (or deed of trust) under relevant state law, or was otherwise a proper party to the action as a result of agency or similar status;

(b) whether the foreclosure was in compliance with applicable federal laws, including but not limited to the SCRA;

(c) whether a foreclosure sale occurred when the mortgage loan was under consideration for a loan modification or other loss mitigation, was performing in accordance with a trial or permanent loan modification, or was not in default for a sufficient period of time to authorize foreclosure under the terms of the mortgage loan documents and related agreements, or foreclosure was otherwise not authorized under relevant state or federal law, including the SCRA and the U.S. Bankruptcy Code;

- (d) whether, with respect to non-judicial foreclosures, the procedures followed with respect to the foreclosure sale (including the calculation of the default period, the amounts due, and compliance with notice periods) and post-sale confirmations were in accordance with the terms of the mortgage loan and state law requirements;
- (e) whether any delinquent borrower's account was charged fees or penalties that were not permissible under the terms of the borrower's loan documents, state or federal law, or were otherwise unreasonable;
- (f) whether the frequency that fees were assessed to any delinquent borrower's account (including broker price opinions) was excessive under the terms of the borrower's loan documents, state or federal law, or were otherwise unreasonable;
- (g) whether loss mitigation activities with respect to foreclosed loans were handled in accordance with the requirements of the Home Affordable Modification Program, and consistent with the policies and procedures applicable to the Bank's proprietary loan modifications or other loss mitigation programs, such that each borrower had an adequate opportunity to apply for a loss mitigation option or program, any such application was handled properly, a final decision was made on a reasonable basis, and was communicated to the borrower before the foreclosure sale; and
- (h) whether any errors, misrepresentations, or other deficiencies resulted in direct or indirect financial injury to the borrower, the mortgagee, or other party.

16. The independent consultant shall prepare a written report detailing the findings of the Foreclosure Review (Foreclosure Report), which shall be completed within ninety (90) days of engagement. Immediately upon completion, the Foreclosure Report shall be submitted to the [head of regional office] and the Board.

17. Within thirty (30) days of submission of the Foreclosure Report to the Board, the Bank shall submit to the [head of regional office] an acceptable plan to:

- (a) remediate, as appropriate, errors, misrepresentations, or other deficiencies to the Regulator's satisfaction;
- (b) reimburse the borrower, as appropriate, any impermissible or excessive penalties, fees or expenses, or for other direct or indirect financial injury identified in accordance with this Order;
- (c) make appropriate adjustments for the accounts the GSEs or any investor; and
- (d) take appropriate steps to remediate any foreclosure sale where the foreclosure was not authorized as described in this Order.

**Management Information Systems.**

18. Within thirty (30) days of this Order, the Bank shall submit to the [head of regional office] an acceptable plan for operation of its management information systems (MIS) for foreclosure and loss mitigation or loan modification activities. The MIS plan shall be implemented within ninety (90) days of this Order. Any corrective action timeframe that is in excess of ninety (90) days must be approved by the [head of regional office]. The plan shall include, at a minimum:

- (a) a description of the various components of MIS used by the Bank for foreclosure and loss mitigation or loan modification activities;
- (b) a description of and timetable for any needed changes or upgrades to:
  - (i) monitor compliance with all applicable federal and state laws, rules, regulations, supervisory guidance, court orders and requirements, contractual obligations, MERS Requirements, and the requirements of this Order;

- (ii) ensure the ongoing accuracy of records for all serviced mortgages, including, but not limited to, records necessary to establish ownership and the right to foreclose by the appropriate party for all serviced mortgages, outstanding balances, and fees assessed to the borrower; and
  - (iii) measures to ensure that loan foreclosure and modification staffs have sufficient and timely access to information provided by the borrower regarding loan foreclosure and modification activities;
- (c) testing the integrity and accuracy of the new or enhanced MIS to ensure that reports generated by the system provide necessary information for adequate monitoring and quality controls.

**Mortgage Servicing.**

19. Within thirty (30) days of the Order, the Bank shall submit to the [head of regional office] an acceptable plan, along with a timeline, for ensuring effective coordination of communications with borrowers, both oral and written, related to mitigation or loan modification and foreclosure activities to ensure that communications are timely and effective: are designed to avoid confusion to borrowers, to ensure continuity in the handling of borrowers' loan files during the loan modification and foreclosure process by personnel knowledgeable about a specific borrower's situation: to ensure reasonable and good faith efforts, consistent with applicable law and contracts, to engage on loss mitigation and foreclosure prevention for delinquent loans, where appropriate; and to ensure that decisions concerning loss mitigation or loan modifications continue to be made and communicated in a timely fashion. Prior to submitting the plan, the Bank shall conduct a review to determine whether processes involving past due mortgage loans or foreclosures overlap in such a way that they may impair or impede a borrower's efforts to



effectively pursue a loan modification. The plan shall be implemented within ninety (90) days of this order. Any corrective action timeframe that is in excess of ninety (90) days must be approved by the [head of regional office]. The plan shall include, at a minimum:

- (a) measures to ensure that staff handling loan modification requests routinely communicates and coordinates with staff processing the foreclosure on the borrower's property;
- (b) appropriate deadlines for responses to borrower communications and requests for consideration of loss mitigation, including deadlines for decision-making on loss mitigation activities;
- (c) establishment of an easily accessible and reliable single point of contact for each borrower to obtain information throughout the loan modification and foreclosure processes. A single point of contact shall consist of a live person employed or retained by the Bank and not a series of phone prompts or recordings;
- (d) a requirement that each written communication with the borrower identify such single point of contact along with one or more direct means of communication with the contact;
- (e) measures to ensure that the single point of contact has access to current information and personnel (in-house or third-party) sufficient to timely, accurately, and adequately inform the borrower of the current status of the loan modification and foreclosure activities;
- (f) measures to ensure that staff are trained specifically in handling mortgage delinquencies, loss mitigation and loan modifications;

- (g) procedures and controls to ensure that a final decision regarding a borrower's loan modification request (whether on a trial or permanent basis) is made and communicated to the borrower in writing and involves the single point of contact within a reasonable time before any foreclosure sale occurs;
- (h) procedures and controls to ensure that when the borrower's loan has been modified on a trial or permanent basis and the borrower has complied with the terms of the modification: (i) no foreclosure or legal action predicate to foreclosure occurs; (ii) the single point of contact remains available to the borrower and continues to be referenced on all written communications with the borrower; and (iii) policies and procedures enable borrowers to make complaints regarding the modification process, denial of modification requests, the foreclosure process, or foreclosure activities which prevent a borrower from pursuing modification options, and a process for making borrowers aware of the complaint procedures;
- (j) procedures for the prompt review, escalation, and resolution of borrower complaints, including a process to communicate the results of the review to the borrower on a timely basis; and
- (k) policies and procedures for considering modification of any junior lien loan owned by the servicer or any of its affiliates and secured by a first mortgage lien on the same property, if the borrower becomes ninety (90) days or more past due on the first lien mortgage;
- (l) policies and procedures to ensure that payments are credited in a prompt and timely manner; that payments, including partial payments, are applied to scheduled

principal and interest before fees; and that any misapplication of borrower funds is corrected in a prompt and timely manner;

(m) policies and procedures to ensure that timely information about loss mitigation options is sent to the borrower in the event of a delinquency or default, including understandable notices about the pendency of loan modification and foreclosure proceedings; and

(n) policies and procedures to ensure that foreclosure and related documents provided to borrowers and third parties are appropriately maintained and tracked, and that borrowers generally will not be required to resubmit the same documented information that has already been provided, and that borrowers are notified promptly of the need for additional information.

**Effective Date, Incorporation of Stipulation.**

20. This Order is effective on the Effective Date as shown on the first page. The Stipulation is made a part hereof and is incorporated herein by this reference.

**Duration.**

21. This Order shall remain in effect until terminated, modified, or suspended by written notice of such action by the Regulator, acting by and through its authorized representatives.

**Time Calculations.**

22. Calculation of time limitations for compliance with the terms of this Order run from the Effective Date and shall be based on calendar days, unless otherwise noted.

23. The [head of regional office], or an Regulator authorized representative, may extend any of the deadlines set forth in the provisions of this Order upon written request by the Bank that

includes reasons in support for any such extension. Any Regulator extension shall be made in writing.

**Submissions and Notices.**

24. All submissions, including any reports, to the Regulator that are required by or contemplated by this Order shall be submitted within the specified timeframes.

25. Except as otherwise provided herein, all submissions, requests, communications, consents or other documents relating to this Order shall be in writing and sent by first class U.S. mail (or by reputable overnight carrier, electronic facsimile transmission or hand delivery by messenger) addressed as follows:

(a) To the Regulator:  
[head of regional office]

(b) To the Bank:

**No Violations Authorized.**

26. Nothing in this Order or the Stipulation shall be construed as allowing the Bank, its Board, officers, or employees to violate any law, rule, or regulation.

**IT IS SO ORDERED.**

**Regulator**

By: \_\_\_\_\_

Date: See Effective Date on page 1