

#2003-168

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

In the Matter of:)
Security Trust Company, N.A.) AA-EC-2003-33
Phoenix, Arizona)

CEASE AND DESIST ORDER

The Comptroller of the Currency of the United States of America (Comptroller or OCC), and Security Trust Company, N.A., Phoenix, Arizona (STC or Bank), hereby agree to the following:

WHEREAS, on October 29, 2003, the Comptroller issued against the Bank a consent cease and desist order pursuant to his authority under 12 U.S.C. § 1818(b) (Consent Order);

WHEREAS, on November 24, 2003, the Comptroller issued against the Bank a Modification of Consent Order dated October 29, 2003, requiring the Bank to submit to the Comptroller a plan providing for an orderly resolution of the Bank, including among other things, the disposition of trust assets and all necessary steps to ensure the transfer and minimal disruption to plan participants and trust beneficiaries (Modification of Consent Order);

WHEREAS, on December 17, 2003, the Comptroller provided supervisory non-objection to the Purchase and Assumption Agreement (P&A Agreement) entered into by and between the Bank and American Stock Transfer & Trust Company (AST);

WHEREAS, the Bank, by and through its duly elected and acting Board of Directors (Board), has executed a "Stipulation and Consent to the Issuance of a Cease

and Desist Order,” that is accepted by the Comptroller. By this Stipulation, the Bank consented to the issuance of this cease and desist order (Order) by the Comptroller;

NOW, THEREFORE, pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. §§ 1818(b)(1) and (6), the Comptroller hereby orders, as follows:

ARTICLE I

TRANSFER OF FIDUCIARY ACCOUNTS

(1) To facilitate continuity of fiduciary administration and service for STC’s customers and beneficiaries and for accounts which STC serves in any fiduciary capacity, at the earliest possible date, the Bank shall transfer and appoint AST as successor trustee or fiduciary for all accounts of STC as contemplated in the P&A Agreement (collectively, the “Accounts”); provided, however, no such transfer and appointment shall take place until AST is licensed to conduct trust business in the State of Arizona, or AST is otherwise duly authorized or permitted to conduct business in said state.

(2) The terms of the fiduciary appointment or instrument governing any of the Accounts shall not be altered by this Order, except for the substitution of AST as successor trustee or fiduciary to STC.

(3) As soon as practical after the date of this Order, STC shall exercise its best efforts to ensure that AST delivers notice to the address of record for each Account advising the Account holder that AST is the successor fiduciary for the Account and informing the Account holder that it may, at its election, terminate its relationship with AST pursuant to the terms of the fiduciary appointment or governing instrument. Such notice shall also be accompanied by a copy of this Order.

(4) Except as expressly set forth above, all other time frames, provisions and requirements of the Consent Order and the Modification of Consent Order shall remain in full force and effect.

ARTICLE II

CLOSING

(1) This Order shall not be construed to impose any duty or liability on AST for action or inaction of STC prior to the date of transfer of the fiduciary accounts as required by Article I, paragraph (1) of this Order.

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Order shall in any way inhibit, estop, bar or otherwise prevent the Comptroller from so doing.

(3) Any time limitations imposed by this Order shall begin to run from the effective date of this Order. Such time limitations may be extended in writing by the undersigned for good cause upon written application by the Board.

(4) The provisions of this Order are effective upon issuance by the Comptroller (the effective date of the Order), through his authorized representative whose hand appears below, and shall remain effective and enforceable, except to the extent that, and until such time as, any provisions shall have been amended, suspended, waived, or terminated in writing by the Comptroller.

(5) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(b), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States.

(6) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IT IS SO ORDERED, this 30th day of December, 2003.

/s/ David D. Gibbons

David D. Gibbons
Deputy Comptroller
Special Supervision Division
Office of the Comptroller of the Currency

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
OFFICE OF THE COMPTROLLER OF THE CURRENCY**

In the Matter of:

Security Trust Company, N.A.
Phoenix, Arizona

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AA-EC-2003-33

**STIPULATION AND CONSENT TO THE ISSUANCE
OF A CEASE AND DESIST ORDER**

The Comptroller of the Currency of the United States of America (Comptroller or OCC) issued a Consent Order against Security Trust Company, N.A., Phoenix, Arizona (Bank) on 10/29/03, pursuant to 12 U.S.C. § 1818(b), which the Bank, in the interest of compliance and cooperation, stipulated to;

The Comptroller issued a Modification to Consent Order Dated October 29, 2003 against the Bank on 11/24/03, pursuant to 12 U.S.C. § 1818(b), which the Bank, in the interest of compliance and cooperation, stipulated to;

The Comptroller has deemed it necessary to exercise his authority to issue another Cease and Desist Order and the Bank, in the interest of compliance and cooperation, wishes to consent to the Cease and Desist Order (Order);

In consideration of the above premises, the Comptroller, through his authorized representative, and the Bank, through its authorized representative, hereby stipulate and agree to the following:

ARTICLE I
JURISDICTION

(1) The Bank is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*

(2) The Comptroller is “the appropriate Federal banking agency” regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).

(3) By virtue of 12 U.S.C. § 1818(b)(5), all of the provisions of 12 U.S.C. § 1818 apply to the Bank.

(4) The Bank is an “insured depository institution” within the meaning of 12 U.S.C. § 1818(b)(1).

ARTICLE II
AGREEMENT

(1) The Bank, without admitting or denying any wrongdoing, hereby consents and agrees to the issuance of the Order by the Comptroller.

(2) The Bank further agrees that said Order shall be deemed to be an “order issued with the consent of the depository institution” as defined in 12 U.S.C. § 1818(h)(2), and consents and agrees that said Order shall become effective upon its issuance and shall be fully enforceable by the Comptroller under the provisions of 12 U.S.C. § 1818(i). Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract.

(3) The Bank also expressly acknowledges that no officer or employee of the Office of the Comptroller of the Currency has statutory or other authority to bind the United States, the U.S. Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of its supervisory responsibilities.

ARTICLE III

WAIVERS

- (1) The Bank, by signing this Stipulation and Consent, hereby waives:
- (i) any and all procedural rights available in connection with the issuance of the Order;
 - (ii) all rights to seek any type of administrative or judicial review of the Order; and
 - (iv) any and all rights to challenge or contest the validity of the Order.

ARTICLE IV

OTHER ACTION

(1) The Bank agrees that the provisions of this Stipulation and Consent shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his representative, has hereunto set his hand on behalf of the Comptroller.

/s/ David D. Gibbons

December 30, 2003

David D. Gibbons
Deputy Comptroller
Special Supervision Division
Office of the Comptroller of the Currency

Date

IN TESTIMONY WHEREOF, the undersigned, as the duly authorized representative of the Board of Directors of the Bank, has hereunto set his hand on behalf of the Bank.

/s/ Thomas Plumb

12-30-03

Thomas Plumb, Director and Chief Executive Officer

Date