

ALABAMA CREDIT UNION ADMINISTRATION

MONTGOMERY, ALABAMA

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	)	
In the Matter of	)	AMENDMENT TO
	)	ORDER TO CEASE AND DESIST
ALABAMA ONE CREDIT UNION	)	
TUSCALOOSA, ALABAMA	)	2015: 002.2
	)	
(Insured State Credit Union)	)	
	)	
_____	)	

WHEREAS, the Alabama Credit Union Administration (the “Administration”) has, through unanimous action of the Credit Union Board of the Administration taken on April 2, 2015, duly issued that certain Order to Cease and Desist 2015:002 (the “Order”) to the Alabama One Credit Union (the “Credit Union”) and its Institution-Affiliated Parties (as defined therein);

WHEREAS, pursuant to the terms of the Order, the provisions of the Order shall remain effective and enforceable except to the extent that and until such time as any provision has been modified, terminated, suspended, or set aside in writing; and

WHEREAS, the Administration, through its Administrator, wishes to effect certain modifications to the Order as set forth herein.

IT IS HEREBY ORDERED that this AMENDMENT TO ORDER TO CEASE AND DESIST 2015:002.2 (this “Amendment”) is hereby issued by the Administration and made effective immediately with respect to the Order as of the date hereof.

**AMENDMENTS TO THE ORDER.**

1. The Order is hereby amended as follows:
  - (a) The first sentence of Subsection 1(b) of the Order is hereby amended by deleting “90 days” and replacing it with “120 days.”

(b) The first sentence of Subsection 2(a) of the Order is hereby amended by deleting “60 days” and replacing it with “120 days.”

(c) Subsection 3 of the Order is hereby amended by deleting “30 days” and replacing it with “90 days.”

(d) Subsection 4(b) of the Order is hereby amended by deleting “Within 14 days from the Administration’s notification of approval as set forth in paragraph 4(a), prior to the commencement of the independent review” and replacing it with “Prior to July 15, 2015.”

(e) Subsection 5(a) of the Order is hereby amended by deleting “60 days” and replacing it with “90 days.”

(f) Subsection 6(a) of the Order is hereby amended by deleting “30 days” and replacing it with “90 days.”

(g) Section 13 of the Order is hereby deleted in its entirety and replaced with the following:

“Within 120 days from the effective date of this Order the Credit Union shall engage an independent loan review professional or firm approved by the Administration to perform an external independent review of fifty percent (50%) of the Credit Union’s loan portfolio to be completed by September 30, 2015 and the remaining fifty percent (50%) to be completed by June 30, 2016. The Administration will accept sampling of loans less than \$20,000 to accomplish the review.”

(h) The first sentence of Section 16 of the Order is hereby amended by deleting “90 days” and replacing it with “120 days.”

(i) Section 17 of the Order is hereby amended by deleting “Within 30 days from the effective date of this Order” and replacing it with “Within 90 days from the effective date of this Order, unless (i) otherwise expressly provided by this Order or (ii) by no later than September 30, 2015 with respect to the following Documents of Resolution: Inadequate Interest Rate Risk (IRR) measurement reports for Net Interest Income (NII) and Net Economic Value (NEV); Ineffective Corporate Governance, Item

5; and, Information Technology- loan system modifications,”

(j) Section 19 is hereby deleted in its entirety and replaced with the following:

“Within 90 days from the effective date of this Order, the Credit Union shall furnish a description of the Order to each of its members. Any description furnished under this section, and all accompanying communications, statements, or notices shall be sent to the Administrator, at least twenty (20) days prior to dissemination to the Credit Union’s members. Any changes requested to be made by the Administrator shall be made prior to dissemination of the description, communication, notice, or statement. In the event the Administrator, in her sole discretion, determines that the Credit Union has fully complied with all provisions of this Order, then no notice under this section shall be required.”

**REAFFIRMATION.**

2. (a) Except as expressly modified by this Amendment, the Administration does hereby reaffirm each and every provision of the Order, which shall remain effective and enforceable except to the extent that and until such time as any such provision has been modified, terminated, suspended, or set aside in writing.

(b) The Order, together with all amendments thereto as set forth herein, shall be deemed for all relevant purposes, including but not limited to the deadlines established by the Order, to have been in full force and effect as of April 16, 2015, and since that time has been fully enforceable by the Administration pursuant to the provisions of Chapter 17 of Title 5 of the Code of Alabama, and all other applicable authority.

**MISCELLANEOUS.**

3. (a) Neither the provisions of the Order nor the provisions of this Amendment shall bar, estop or otherwise prevent the Administration or any other federal or state agency or department from taking any other action against the Credit Union.

(b) All terms and conditions of this Amendment shall be deemed to constitute addenda to the Order and shall be deemed to be incorporated therein for all purposes.

Effective this 15th day of May, 2015.

**ALABAMA CREDIT UNION ADMINISTRATION**

By: 

Sarah H. Moore  
Administrator