

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

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In the Matter of	)	CONSENT ORDER,
	)	ORDER FOR
NEW FRONTIER BANK	)	RESTITUTION, AND
ST. CHARLES, MISSOURI	)	ORDER TO PAY
	)	CIVIL MONEY PENALTY
(INSURED STATE NONMEMBER BANK)	)	
	)	FDIC-14-0085b
	)	FDIC-13-151k
	)	
	)	

The Federal Deposit Insurance Corporation (“FDIC”) is the appropriate Federal banking agency for New Frontier Bank, St. Charles, Missouri (“Bank”), a state nonmember bank under section 3(q) of the Federal Deposit Insurance Act (“FDI Act”), 12 U.S.C. § 1813(q).

The FDIC considered the matter and determined that the Bank engaged in violations of section 8 of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607, and its implementing regulation, Regulation X, 12 C.F.R. § 1024.14 (collectively referred to as “RESPA”).

The Bank, by and through its duly elected board of directors, has executed a STIPULATION AND CONSENT TO THE ISSUANCE OF A CONSENT ORDER, ORDER FOR RESTITUTION, AND ORDER TO PAY CIVIL MONEY PENALTY (“CONSENT AGREEMENT”) dated April 18, 2014. Through the CONSENT AGREEMENT, the Bank has consented, solely for the purpose of this proceeding and without admitting or denying any violations of law, rule, or regulation, to the issuance of this CONSENT ORDER, ORDER FOR RESTITUTION, AND ORDER TO PAY CIVIL MONEY PENALTY (collectively “ORDER”) by the FDIC.

Having determined that the requirements for issuance of an order under sections 8(b) and 8(i) of the FDI Act, 12 U.S.C. §§ 1818(b) and 1818(i), have been satisfied, the FDIC accepts the CONSENT AGREEMENT and issues the following ORDER:

CONSENT ORDER

IT IS HEREBY ORDERED that the Bank and its successors and assigns, cease and desist from engaging in violations of law and/or regulations, including operating in violation of section 8 of RESPA.

IT IS FURTHER ORDERED that, within thirty (30) days of the effective date of this ORDER, the Bank, its successors and assigns, shall eliminate or correct the violations of law referenced above and implement procedures to prevent their recurrence. Specifically, the Bank shall cease all acts or practices in violation of RESPA and take all necessary steps to effect and maintain future compliance with RESPA.

ORDER FOR RESTITUTION AND OTHER RELIEF

1. Within ten (10) days from the effective date of this ORDER, the Bank shall prepare a comprehensive restitution plan (“Restitution Plan”) for all consumers affected by the violations of RESPA cited in the Compliance Report of Examination (“Eligible Consumers”). The Restitution Plan shall identify the Eligible Consumers and provide for payment to each Eligible Consumers an amount not less than \$400 within thirty (30) days of receipt of non-objection to the plan from the Regional Director of the FDIC’s Kansas City Regional Office (“FDIC Regional Director”). The Bank shall submit the Restitution Plan to the FDIC Regional Director for his review, comment, and non-objection prior to implementation.

2. As part of the Restitution Plan, the Bank shall submit a sample of any documents that it proposes to be sent to the Eligible Consumers or that it proposes to be made available to

the Eligible Consumers pertaining to the Restitution Plan – including notices, disclosures (including website or electronic disclosures), agreements, and letters to consumers – to the FDIC Regional Director for his review, comment, and non-objection prior to dissemination to consumers.

3. Restitution shall be provided to each Eligible Consumer in the form of a certified or bank check by United States Postal Service first-class mail, address correction service requested, to the Eligible Consumer's last address as maintained in the Bank's records. The Bank shall make reasonable attempts to obtain a current address for any Eligible Consumer whose restitution check is returned for any reason, using standard address search methodologies, and shall promptly re-mail all returned letters and/or restitution checks to current addresses, if any. If the certified or bank check for an Eligible Consumer is returned to the Bank after such second mailing by the Bank, or if a current mailing address cannot be identified using standard address search methodologies, the Bank shall retain the restitution amount of such Eligible Consumer for a period of three-hundred sixty (360) days from the date the restitution check was originally mailed, during which period such amount may be claimed by such Eligible Consumer upon appropriate proof of identity. After such time, these monies will be disposed of in accordance with Bank's Restitution Plan.

4. Restitution provided by the Bank shall not limit consumers' rights in any way.

ORDER TO PAY CIVIL MONEY PENALTY

IT IS FURTHER ORDERED that by reason of the violations of law and/or regulations set forth in the CONSENT AGREEMENT, and after taking into account the appropriateness of the penalty with respect to the financial resources and good faith of the Bank, the gravity of violations, the history of previous violations by the Bank, and such other matters as justice may

require, pursuant to 12 U.S.C. § 1818(i)(2), a penalty of \$70,000 is assessed against the Bank. The Bank shall pay such amount to the Treasury of the United States. The Bank is prohibited from seeking or accepting indemnification from any third party for the civil money penalty assessed and paid in this matter.

NOTIFICATION AND REPORTING REQUIREMENTS

Progress Reports and Certifications of Compliance

5. Within thirty (30) days from the end of each calendar quarter following the effective date of this ORDER, the Bank shall provide a written progress report addressing each provision of the ORDER and detailing the form, manner, results and dates of any actions taken to secure compliance with the provisions of the ORDER to the Regional Director. These progress reports should continue until the Bank has been notified in writing by the Regional Director that they are no longer required. The progress reports shall be true and accurate and accompanied by a certification of compliance signed by an appropriately authorized representative of the Bank. The certification of compliance shall include the following:

(a) A statement confirming that the Bank is in compliance with all provisions of the ORDER; or

(b) If the Bank is not in compliance with all provisions of the ORDER, the Bank must provide:

(i) A list of the provisions with which the Bank is not yet in compliance, an explanation of why the Bank is not yet in compliance with each specific provision, and a description of the actions the Bank has taken to comply with the provision; and

(ii) A statement as to when the Bank will be in full compliance with the ORDER.

Shareholder Notification

6. Following the effective date of this ORDER, the Bank shall send to its sole shareholder New Frontier Bancshares, Inc. a copy of this ORDER or a description of this ORDER in conjunction both with the Bank's next shareholder communication and with its notice and/or proxy statement preceding the Bank's next shareholder meeting. If the Bank sends its shareholder a description of this ORDER rather than a copy of it, the description shall fully describe this ORDER in all respects. The description and any accompanying communication, statement, or notice shall be sent to the FDIC, Accounting and Securities Section, Washington, D.C. 20429, at least fifteen (15) days prior to dissemination to shareholders. Any changes requested to be made by the FDIC shall be made prior to dissemination of the description, communication, notice, or statement.

SAVINGS CLAUSE AND EFFECTIVE DATE OF THE ORDER

7. The provisions of the ORDER shall not bar, estop, or otherwise prevent the FDIC or any other federal or state agency or department from taking any other action against the Bank or any of the Bank's current or former institution-affiliated parties, as that term is defined in Section 3(u) of the Act, 12 U.S.C. § 1813(u), or their respective successors or assigns.

8. The ORDER shall be effective on the date of issuance.

9. Calculation of time limitations for compliance with the terms of the ORDER shall be based on calendar days, unless otherwise noted.

10. The provisions of the ORDER shall be binding on the Bank, its officers, agents, servants, employees, institution-affiliated parties, and any successors and assigns thereof.

11. 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 by the FDIC.

Pursuant to delegated authority.

Dated at Washington, D.C. this __5th__ day of __May__, 2014.

/s/
Sylvia H. Plunkett
Senior Deputy Director
Division of Depositor and Consumer Protection