

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

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In the Matter of	)	
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TRANSPORTATION ALLIANCE BANK, INC.	)	ORDER TO
OGDEN, UTAH	)	CEASE AND DESIST
	)	
(INSURED STATE NONMEMBER BANK)	)	Docket FDIC-08-405b
	)	
_____	)	

Transportation Alliance Bank, Inc., Ogden, Utah ("Bank"), having been advised of its right to a NOTICE OF CHARGES AND OF HEARING detailing the unsafe or unsound banking practices and violations of law and/or regulation that have or may arise at the Bank by reason of the financial deterioration of Flying J Inc. ("Parent Company") and/or its non-bank subsidiaries, and of its right to a hearing on the alleged charges under section 8(b)(1) of the Federal Deposit Insurance Act ("Act"), 12 U.S.C. § 1818(b)(1), and having waived those rights, entered into a STIPULATION AND CONSENT TO THE ISSUANCE OF AN ORDER TO CEASE AND DESIST ("CONSENT AGREEMENT") with counsel for the Federal Deposit Insurance Corporation ("FDIC"), dated December 23, 2008, whereby solely for the purpose of this proceeding, the Bank consented to the issuance of an ORDER TO CEASE AND DESIST ("ORDER") by the FDIC.

Therefore, the FDIC hereby issues this ORDER and hereby gives notice pursuant to section 8(b)(1) of the Act, 12 U.S.C. § 1818(b)(1), that the Bank be and hereby is ORDERED TO TAKE AFFIRMATIVE ACTION TO PREVENT any violations of law and/or unsafe or unsound banking practices from occurring and shall not, without the prior written consent of the Deputy Regional Director of the FDIC's San Francisco Regional Office:

A. Directly or indirectly enter into, participate in, or otherwise engage in or allow any extension of credit to the Parent Company or to any other “affiliate” of the Bank and/or directly or indirectly enter into, participate in, or otherwise engage in or allow any “covered transaction” or “transaction covered” with the Parent Company or with any “affiliate” of the Bank regardless of whether such “extension of credit”, “covered transaction” or “transaction covered” would be prohibited, limited or otherwise regulated by Sections 23A or 23B of the Federal Reserve Act (“Sections 23A and 23B”), 12 U.S.C. §§ 371c and 371c-1.

For purposes of this ORDER, “extension of credit” shall be defined as set forth at 12 C.F.R. § 215.3 and “affiliate”, “covered transaction” and “transaction covered” shall have the meanings set forth in Section 23A and 23B; provided, however, that the terms “covered transaction” and “transaction covered” shall not include the continued provision of and payments for operational services provided by affiliates under pre-existing contracts in the normal course of business, including the provision of technology platforms and dual employees.

B. Declare or pay dividends or any other form of payment representing a reduction in capital.

C. Permit the amount of “Brokered Deposits” (as such term is defined by 12 C.F.R. § 337.6) held by the Bank to exceed the amount held as of the date of this ORDER.

Within fifteen (15) days of the effective date of this ORDER, the Bank shall provide to the Deputy Regional Director a contingency plan that ensures the continuous, appropriate and satisfactory servicing of all loans held by the Bank that is acceptable to the Bank in his sole discretion.

All requests for prior written approval required under this ORDER shall be received at least 15 days prior to the proposed “extension of credit”, “covered transaction”, “transaction covered” or dividend declaration date and shall contain, but not be limited to, an analysis of the impact such proposed extension, transaction, dividend or other payment would have on the Bank’s capital position, cash flow, concentrations of credit, asset quality and allowance for loan and lease loss needs.

This ORDER shall become effective upon its issuance by the FDIC. Violations of any provision of this ORDER will be deemed to be conducting business in an unsafe or unsound manner, and will subject the Bank to further regulatory enforcement action. The provisions of this ORDER shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this ORDER shall have been modified, terminated, suspended, or set aside by the FDIC.

The provisions of this ORDER shall be binding upon the Bank, its institution-affiliated parties, and any successors and assigns thereof.

Pursuant to delegated authority.

Dated at San Francisco, California, this 23<sup>rd</sup> day of December, 2008.

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J. George Doerr  
Deputy Regional Director  
Division of Supervision and Consumer Protection  
San Francisco Region  
Federal Deposit Insurance Corporation