EXHIBIT A

MULTI-STATE GLOBAL RESOLUTION AGREEMENT

This Agreement is made and entered into by and between First Financial Planners, Inc. ("FFP"), a Missouri corporation and the parent company and owner of FFP Securities, Inc. ("FFPS"), a registered broker-dealer, and FFP Advisory Services, Inc. ("FFPAS"), a registered investment advisor. First Financial Planners, FFP Securities and FFP Advisory Services and the undersigned state securities officials representing the securities divisions in their respective states seek to resolve certain issues arising from certain concerns regarding First Financial Planners, Inc. and its registered subsidiaries.

WITNESSETH:

WHEREAS, FFP is a Missouri corporation and the holding company and sole owner of FFPS, a Missouri registered broker-dealer, and FFPAS, a registered investment advisor; and

WHEREAS, Roy M. Henry ("Henry") has, prior to the date hereof, been the president of FFP, FFPS and FFPAS and Chairman of the Board of Directors and majority shareholder of FFP; and

WHEREAS, FFP and/or its subsidiaries, have, to date, issued and sold certain subordinated notes ("FFP Subordinated Notes"), a list of which is attached hereto, incorporated herein by reference and marked Schedule 1; and

WHEREAS, FFP and/or its subsidiaries, have, to date, issued and sold certain collateralized notes ("FFP Collateralized Notes"), a list of which is attached hereto, incorporated herein by reference and marked Schedule 2; and

WHEREAS, for purposes of this Agreement, the state securities administrators of the states of Missouri, Illinois and South Dakota constitute the review committee ("Review Committee"); and

WHEREAS, beginning on March 8, 1999, and continuing thereafter, a coordinated multi-state examination ("Examination") was conducted to examine, review, and inspect certain supervisory practices, compliance practices, operations, products, and sales practices of FFPS, FFPAS and Henry ("Subject Matter of the Examination"); and

WHEREAS, the Examination gave rise to the determination that a host of deficiencies and shortcomings existed with respect to the Subject Matter of the Examination; and

WHEREAS, in connection with the Subject Matter of the Examination, Henry entered into a Consent Order with the State of Missouri in which Henry admitted to, in Henry's role as president and Chief Supervisory Officer of FFP, FFPS and FFPAS, failing to supervise Henry's agents and employees, failing to fully disclose the risks involved with investments in the FFP Subordinated Notes and FFP Collateralized Notes, recommending and selling unsuitable proprietary offerings to FFP clients and submitting false filings to the Missouri Securities Division.

WHEREAS, FFP, FFPS and FFPAS has taken steps to enhance its infrastructure by: (a) hiring an in-house general counsel for FFP; (b) adding additional compliance officers; (c) retaining the services of a law firm to conduct an examination of its Compliance Department; (d) retaining a securities compliance expert to work with FFPS's Compliance Department to enhance same; and (e) retaining independent certified public accountants to effectuate a comprehensive audit of all private securities products issued by FFP and its subsidiaries; and

WHEREAS, FFP and its subsidiaries have cooperated with and assisted the States participating in the Examination; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purposes of resolving all issues arising out of the Examination; and

WHEREAS, the parties hereto have, contemporaneously herewith, entered into respective Findings of Fact, Conclusions of Law and Order (collectively "Order") with respect to the subject matter hereof; and the requisite parties have consented to the entry of said Order; and

WHEREAS, the parties hereto agree and acknowledge that this Agreement is incorporated by reference into said Order and shall be deemed a part of same as if fully set forth therein.

NOW THEREFORE, as part of the Order, and in consideration of the termination of the Examination by the regulatory parties hereto, and in furtherance of the acknowledged interest of all parties hereto to resolve same, it is Ordered and agreed as follows:

1. Upon execution of this Agreement, FFP shall keep and maintain a five (5) person Board of Directors, three (3) of which shall be wholly independent of FFP and its subsidiaries ("Outside Directors"). The Outside Directors must each be deemed not to be unacceptable by the Review Committee before the assumption of duties by each Outside Director. In the event a replacement Outside Director is required to be named, FFP shall submit the candidate to the Review Committee to determine whether the candidate is deemed not unacceptable by the Review Committee before the formal nomination and appointment of same to the FFP Board of Directors.

2. All meetings of FFP's Board of Directors, regular, special, or otherwise ("Board Meetings"), shall be transcribed by an official Missouri licensed court reporter and the transcript of said Board Meetings shall be made available to any state securities regulator upon request.

3. Upon execution of this Agreement, and until the principal and interest of all FFP Subordinated Notes have been satisfied, FFP shall cause to be deposited into a Subordinated Note Reserve Fund ("SNRF") such monthly sums as are set forth in the FFP Monthly SNRF Contribution Schedule attached hereto, incorporated herein by reference, and marked Schedule 3. Said monthly SNRF contribution

requirements shall cease upon the payment into said SNRF of the outstanding principal due under FFP's Subordinated Notes as may from time to time remain outstanding.

4. Upon execution of this Agreement, FFP shall cause to be deposited into the SNRF the existing balance of any and all publicly traded securities or U.S. Treasury-issued zero coupon bonds that currently collateralize the principal of the FFP Subordinated Notes and FFP Collateralized Notes.

5. Not later than sixty days from execution of this Agreement, FFP shall cause to be established a segregated Note Interest Reserve Account ("NIRA") into which FFP shall effectuate such monthly sums as are necessary to meet one month's interest due under the FFP Subordinated Notes and FFP Collateralized Notes. Said monthly NIRA contribution requirements shall cease upon payment into the NIRA of an amount equal to one month's interest due under all outstanding FFP Subordinated Notes and FFP Collateralized Notes. The balance of the NIRA shall not at any time following the establishment of same be less than that amount which is required to effectuate, in advance, full payment of one month's interest due under the FFP Subordinated Notes and FFP Collateralized Notes, as from time to time is due and owing under those notes remaining outstanding. FFP shall have a thirty (30) day right to cure any deficiency in the advance balance of said NIRA once notified of same by any state securities regulator.

6. The SNRF and NIRA shall be administrated by a trustee ("Trustee") deemed not unacceptable by the Review Committee and independent of FFP, FFPS, FFPAS and Henry. The SNRF and NIRA shall be segregated from all other FFP funds and monies and kept and maintained in an account held on behalf of FFP noteholders and titled "FFP SNRF" and "FFP NIRA" with a federally insured bank ("Bank"). The Trustee shall cause future interest payments to holders of FFP Subordinated Notes and FFP Collateralized Notes to be effectuated through the FFP NIRA account.

7. It is further agreed that the Review Committee shall be notified of the name and address of the Trustee, as well as the contact person at the Bank under whom the FFP SNRF and FFP NIRA accounts will be held. The Trustee shall inform the Review Committee, in writing, at least once annually as to the status and balance of the FFP SNRF and FFP NIRA accounts. Further, the Trustee and the Bank shall be authorized to release information to any state securities regulator about the status and balance of said FFP SNRF and FFP NIRA accounts upon request.

8. If FFP pays into the SNRF or NIRA accounts funds in excess of the amounts required under the SNRF or NIRA Contribution Schedules, FFP shall have the option: (a) of applying such funds as prepayment of specific future contributions (and to the extent of such prepayments, FFP will not be required to make such scheduled contributions), (b) to direct the Trustee to apply such excess funds for the redemption of any FFP Subordinated Notes outstanding, or (c) to withdraw any such excess funds without obligation to replace such excess funds.

9. The Trustee shall invest the funds in the SNRF and NIRA accounts only in such Eligible Investments as defined in the list attached hereto, incorporated herein by

reference, and marked Schedule 4. The interest earned on the investment of the funds in the SNRF and NIRA accounts shall be retained in the SNRF and NIRA accounts and credited against the scheduled contributions required of FFP.

10. Upon the future refinancing of FFP's corporate headquarters building, the first $1.2 million arising out of such refinancing, being that amount borrowed in excess of the outstanding mortgage on same, shall be used by FFP solely for either paying off or down the FFP Subordinated Notes or for contribution into the FFP SNRF account.

11. Priority shall be given to note holders other than Henry and Henry's immediate family, as well as FFP's employees and agents, upon any and all requests for early redemption made pursuant to the terms of the FFP Subordinated Notes.

12. FFP and its subsidiaries shall not, at any time prior to the satisfaction in full of any and all obligations due to current FFP Subordinated Note holders, cause to be issued, registered or sold any subordinated notes. FFP and its subsidiaries shall not cause to be registered, issued or sold any privately-issued collateralized notes of any kind or nature unless the collateral for the principal of said notes be in the form of publicly traded securities or U.S. Treasury-issued zero coupon bonds that are segregated and held in a separate account(s) with restrictions thereon mandating the use of said collateral solely for the purposes of satisfaction of obligations under said notes.

13. FFP and its subsidiaries will, for a period of two years from the execution of this Agreement or until such duties are completed: (a) employ an in-house general counsel for FFP; (b) maintain a staff of compliance officers adequate to the number of its agents and advisors; (c) retain the services of a law firm to conduct an examination of its Compliance Department; (d) retain a securities compliance expert to work with FFPS's Compliance Department to enhance same; and (e) retain independent certified public accountants to effectuate a comprehensive audit of all private securities products issued by FFP and its subsidiaries.

14. FFP and its subsidiaries shall provide the Review Committee with written notice of any non-compliance with the terms hereof immediately upon ascertainment of same, or as soon thereafter as is reasonably practicable under the circumstances by disclosing the date of non-compliance, incident of non-compliance, parties involved in the non-compliance, and sending same, via overnight delivery or via facsimile to the state securities adminstrators comprising the Review Committee.

15. FFP and its subsidiaries stipulate and agree that it waives any rights it may have to seek judicial review or otherwise challenge or contest the terms and conditions of this Order and, further, FFP, its subsidiaries, and their respective officers and directors specifically forever release and hold harmless the state securities administrators and all states participating in the Examination, and their respective representatives and agents, commissioners and examiners, from any and all liability and claims arising out of, pertaining to, or relating to the Examination.

16. Execution of this Agreement by the state securities administrators is without prejudice to the right of the state securities administrators to take enforcement

action against FFP and its subsidiaries if the state securities administrators determine that FFP and its subsidiaries have not strictly complied with any of the terms and conditions set forth herein.

THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS AND DUPLICATES AND ALL SUCH COUNTERPARTS AND DUPLICATES SHALL TOGETHER CONSTITUTE ONE AND THE SAME BINDING AGREEMENT UPON EXECUTION BY ALL PARTIES.

This Agreement shall become binding on the date of execution by the last party hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated.

Date: December

By: _____
Name: Patricia D. Struck
Title: Administrator
State of Wisconsin

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Before me personally appeared, Patricia D. Struck, being first duly sworn upon her oath and states that the facts contained in the foregoing instrument are true and correct to the best of her knowledge, information and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 8th day of December, 1999.

_____
NOTARY PUBLIC

My Commission Expires: is permanent

Date: 12/16/99

FFP Securities, Inc.

By: _____
Name: Robert Rodermund
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me personally appeared, Robert Rodermund, being first duly sworn upon his oath and states that the facts contained in the foregoing instrument are true and correct to the best of his knowledge, information and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of December, 1999.

Deborah G. Manning
NOTARY PUBLIC

My Commission Expires: Aug. 20, 2001

" NOTARY SEAL "
Deborah G. Manning, Notary Public
St. Charles County, State of Missouri
My Commission Expires 8/20/2001

Date: 12/16/99

FFP Advisory Services, Inc.

By: _____
Name: Robert Rodermund
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me personally appeared, Robert Rodermund, being first duly sworn upon his oath and states that the facts contained in the foregoing instrument are true and correct to the best of his knowledge, information and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of December, 1999.

Deborah G. Manning
NOTARY PUBLIC

My Commission Expires: Aug. 20, 2001

" NOTARY SEAL "
Deborah G. Manning, Notary Public
St. Charles County, State of Missouri
My Commission Expires 8/20/2001

Date: 12/16/99

First Financial Planners, Inc.

By: _____
Name: Robert Rodermund
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me personally appeared, Robert Rodermund, being first duly sworn upon his oath and states that the facts contained in the foregoing instrument are true and correct to the best of his knowledge, information and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of December, 1999.

Deborah G. Manning
NOTARY PUBLIC

My Commission Expires: Aug. 20, 2001

" NOTARY SEAL "
Deborah G. Manning, Notary Public
St. Charles County, State of Missouri
My Commission Expires 8/20/2001

SCHEDULE 1

FFP SUBORDINATED NOTES

First Financial Planners, Inc. Subordinated Note Offering "A"

First Financial Planners, Inc. Subordinated Note Offering "B"

First Financial Planners, Inc. Subordinated Note Offering "C"

First Financial Planners, Inc. Subordinated Note Offering "D"

First Financial Planners, Inc. Subordinated Note Offering "E"

First Financial Planners, Inc. Subordinate Investment Note Offering

SCHEDULE 2

FFP COLLATERALIZED NOTES

First Financial Planners, Inc. Government Backed Investment Note Offering

FFP Real Estate Services, Inc. Government Collateralized Investment Note Offering

FFP Energy Services, Inc. Government Collateralized Investment Note Offering

First Financial Planners, Inc. Investment Note Offering Secured at Maturity by Government Bonds

First Financial Planners, Inc. Equity Backed Investment Note Offering

SCHEDULE 3

SNRF CONTRIBUTION SCHEDULE

FFP Notes
Subordinated Note Reserve Fund

		Amount
Sep-99		
Initial RMH contribution:	$	365,000
Sep 99 - Feb 00		
$15,000/month	$	90,000
Mar 00 - Aug 00		
$30,000/month	$	180,000
Sep 00 - Jun 06		
$65,000/month	$	4,550,000
Scheduled Liquidations		
1999	$	121,000
2000	$	155,000
2001	$	50,000
2002	$	50,000
2003	$	50,000
2004	$	30,000
	$	456,000
John Hancock Mortgage Refinancing		
2001	$	1,200,000
Total from All Sources	$	6,841,000

SCHEDULE 4

ELIGIBLE INVESTMENTS

The term "Eligible Investments" means only the following instruments or investments:

a. Obligations constituting direct obligations of, and obligations fully and unconditionally guaranteed by, the United States of America;

b. Obligations of agencies of the United States of America, whether or not guaranteed by the full faith and credit of the United States of America;

c. Commercial paper which is rated at the time of purchase "A-1" by Standard and Poor's Rating Group, a division of McGraw-Hill, Inc. ("Standard and Poor's") or "P-1" by Moody's Investors Service, Inc.;

d. Interests in or obligations of money market mutual funds registered under the Federal Investment Company Act of 1940, as amended, whose shares are registered under the Federal Securities Act of 1933, as amended, and which funds are rated AAAm or AAAm-G or better by Standard and Poor's, or which funds invest solely in other Eligible Investments or in obligations fully collateralized by other Eligible Investments;

e. Repurchase agreements which are fully collateralized by direct obligations of, or obligations fully and unconditionally guaranteed by, the United States of America;

f. Any deposit which is fully insured by the Federal Deposit Insurance Corporation or its successors in interest; and

g. Interests in a common trust fund, provided that the assets therein are invested solely in other Eligible Investments.