

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Claim Release (the "Settlement Agreement") is entered into this 13th day of September, 2012 between the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Home Savings of America ("FDIC-R") and St. Paul Mercury Insurance Company ("St. Paul" or "Travelers") (individually, FDIC-R and St. Paul may be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

A. Prior to February 24, 2012, Home Savings of America ("HSOA" or "the Bank") was a depository institution organized and existing under the laws of the United States:

B. HSOA was closed on February 24, 2012, by the Office of the Comptroller of the Currency ("OCC"), and the OCC appointed the FDIC as its Receiver. In accordance with 12 U.S.C. § 1821(d), FDIC-R succeeded to all rights, title, powers and privileges of the Bank, including those with respect to HSOA's assets, the Policy referenced below, and this Settlement Agreement.

C. Among the assets to which the FDIC-R succeeded were any and all of the Bank's claims, demands, and causes of actions and existing lawsuits against any person or entity.

D. St. Paul had issued a Select One for Community Banks Policy No. (b)(4) to Home Savings Bancorp ("Bancorp") on a Claims made-and-reported basis for the Policy Period of December 14, 2007, to December 14, 2010 ("the Policy"). By endorsement, HSOA is also an Insured under the Policy (Bancorp and HSOA are referred to collectively as the "Insureds"). As part of its Select One for Community Banks Policy, Home Savings obtained Bankers Professional Liability and Lender Liability Coverage. The Policy reflects a \$2,000,000

Limit of Liability for all Claims, subject to a \$25,000 self-insured retention that applies per Claim. Subject to the Policy's terms and conditions, the Policy gives the duty to defend to the Insureds.

E. On February 19, 2008, HSOA was served with a class action complaint styled *Conder vs. Home Savings, et al.*, Case No. 07-CV-7051, in the United States District Court for the Central District of California ("Conder Action"). The Conder Action generally alleged that HSOA misrepresented the terms of loans it had provided in that the actual interest rate and resulting negative amortization were not properly disclosed.

F. On February 19, 2008, the Insureds submitted the Conder Action to St. Paul for coverage under the Policy. St. Paul accepted coverage of the Conder Action and consented to the appointment of Latham & Watkins LLP to represent the Insureds in connection with the Conder Action subject to a reservation of rights by St. Paul and the Insureds regarding defense fees and costs incurred by Latham & Watkins for allegedly covered/non-covered claims, with such allocation being a subject of the Coverage Litigation referenced below.

G. On May 24, 2011, the Insureds filed a Complaint against St. Paul in Superior Court of California, County of Orange, alleging causes of action for breach of contract, declaratory relief and tortious breach of the implied covenant of good faith and fair dealing (referred to herein as "the Coverage Litigation"). The Coverage Litigation alleged that St. Paul had failed to reimburse the Insureds for all of the defense costs the Insureds had incurred in defending itself in the Conder Action. The Coverage Litigation was removed to federal court in the case styled *Home Savings of America v. St. Paul Mercury Insurance Co.*, Case No. 11-950-JVS(MLGx) in the United States District Court for the Central District of California.

H. On March 2012, FDIC-R was substituted into the Coverage Litigation for HSOA as the proper party plaintiff.

I. As Bancorp had suffered no alleged damages in connection with the Conder Action, and pursuant to the unopposed motion of the Insureds, the Court dismissed Bancorp from the Coverage Litigation on May 30, 2012, leaving HSOA as the only plaintiff in the Coverage Litigation.

J. On April 23, 2012, the plaintiff in the underlying Conder Action dismissed with prejudice all of his individual and putative class action claims against the Insureds. At no point was class certification ever obtained in the Conder Action.

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, and in light of the mutual desire of the Parties to settle and forever resolve any and all pending or potential disputes among them in connection with coverage for the Conder Action and the Coverage Litigation, and with regard to any and all questions that existed or might have existed as to the application of the Policy to the Conder Action, and with respect to any and all payments by or on behalf of any of the Parties or Insureds for any alleged liability, settlement, defense fees or other costs that may have been incurred in the Conder Action or in the Coverage Litigation, the undersigned Parties agree, each with the other, as follows:

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 The FDIC-R and St. Paul, in consideration of the payments and other agreements set forth in Section 2, hereby completely release and forever discharge one another from any and all claims, demands, damages, civil remedies, actions, causes of actions, or suits at law or in equity, of whatsoever kind or nature that relate or pertain to the Conder Action and/or the Coverage Litigation, for or because of any matter or thing done, omitted, or suffered to be done by said parties prior to and including the date hereof, including but not limited to, any and all past, present or future claims, lawsuits, demands, civil remedies, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, lost wages, settlements, judgments, awards, punitive damages, attorney's fees, and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, known or unknown, suspected or unsuspected that the Parties now have, or at any other time had, or which may hereafter accrue or otherwise be acquired, arising from or related in any manner to the Conder Action, the Coverage Litigation, or the terms, provisions, endorsements, addenda, and/or conditions of the Policy as they relate to the Conder Action and/or the Coverage Litigation, including but not limited to any claims or purported claims for violation of California insurance laws or regulations, or the insurance laws or regulations of any other state or jurisdiction, or for "bad faith" arising out of St. Paul's handling and/or administration of the Insureds' request for coverage under the Policy with respect to the Conder Action.

1.2 The foregoing Release and Discharge set forth in Section 1.1 shall apply to all Parties' agents, representatives, estates, heirs, executors, administrators, assigns, past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, all other persons, firms or

corporations with whom any of the former have been, are now, or may hereafter be affiliated, and any person or entity who is or who may seek to be considered an "Insured" or "Insured Person" under the Policy, including but not limited to HSOA and Bancorp.

1.3 FDIC-R represents and the Parties understand and agree that all vendor invoices and legal fees and/or costs, including any such fees or costs generated by Latham & Watkins have been paid. FDIC-R and/or the Insureds hereby agree to defend and hold harmless St. Paul and its foregoing releases from any and all varieties of claims as set forth in Section 1.1 above, which may result from any attempt by any other person or entity that is or might seek to be considered an "Insured" or "Insured Person" under the Policy to hereinafter seek coverage under the Policy with respect to the Conder Action.

1.4 The Parties expressly waive and assume the risk of any and all claims for damages arising out of the Conder Action or the Coverage Litigation that exist as of this date, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Settlement Agreement.

1.5 The Parties agree that they have accepted and made payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. The Parties agree that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of either of the Parties.

1.6 California Civil Code § 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties are aware of the contents of § 1542 of the Civil Code of the State of California, and understand and agree that § 1542 and the benefits thereof are hereby expressly waived, to the extent applicable. It is understood and agreed that this is a release of any and all claims as described above, and the Parties agree that it shall apply to all unknown, unanticipated, unsuspected and undisclosed claims, demands, liabilities, actions or causes of action, as well as those which are now known, anticipated, suspected or disclosed, as described above.

1.7 Notwithstanding any other provision, by this Settlement Agreement, FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action related to the Select One for Community Banks Policy No. or any other insurance policy issued by St. Paul for any events other than the events and acts related to the Conder Action or the Coverage Litigation.

(b)(4)

2.0 PAYMENT AND OTHER CONSIDERATION

2.1 In consideration of the mutual releases set forth above, the Parties agree that St. Paul shall pay FDIC-R the sum of \$610,000.00 (the "Settlement Funds").

2.2 Upon execution of an original (or an original in counterparts) of this Settlement Agreement by each of the undersigned Parties, but no later than 30 days after the Settlement Agreement is fully executed (the "Payment Date"), St. Paul shall deliver the Settlement Funds via check made jointly payable to "Federal Deposit Insurance Corporation" and "Jonathan M. Jenkins Client Trust Fund" and delivered to:

Jonathan M. Jenkins, Esq.
Jonathan M. Jenkins & Associates
8075 W. Third St., Ste. 407
Los Angeles, California 90048

2.3 Should the Parties seek to enforce this Settlement Agreement, the Parties agree to the exclusive jurisdiction of the United States District Court for the Central District of California. In any action relating to or arising from this Settlement Agreement, the prevailing Party as determined by the Court shall recover its costs and expenses (including, but not limited to, reasonable attorneys' fees).

2.4 The Parties agree that the consideration detailed in this Settlement Agreement is the entire consideration agreed upon and provided under this Settlement Agreement, and that the Parties will not seek any consideration for any other claimed damages, costs, or attorney's fees in connection with the matters encompassed in this Settlement Agreement.

3.0 DELIVERY OF DISMISSAL WITH PREJUDICE

3.1 Upon execution of this Settlement Agreement by the undersigned Parties and the FDIC's receipt of the Settlement Funds, counsel for FDIC-R shall deliver to counsel for St. Paul an executed Order of Dismissal with Prejudice of all claims, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

3.2 Counsel for FDIC-R shall file the Order of Dismissal with the Court.

4.0 ATTORNEY'S FEES AND COSTS

Except as otherwise set forth in this Settlement Agreement, each Party shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with this Settlement Agreement and the Coverage Litigation.

5.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Parties represent that they relied upon the advice of their own attorney(s), concerning the legal consequences of this Settlement Agreement;

that they understand the terms of this Settlement Agreement; and that they voluntarily accept the terms.

6.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; that the Parties or their representatives signing below are fully competent to execute this Settlement Agreement, are of legal age, sound mind, and not operating under any legal disability. Any individual executing this Settlement Agreement on behalf of another entity hereby represents and warrants that he or she has the authority to enter into this Settlement Agreement on behalf of that entity and to bind that entity.

7.0 NON-ASSIGNMENT

The Parties represent and warrant that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

8.0 GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.0 ADDITIONAL DOCUMENTS

All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

10.0 ENTIRE AGREEMENT AND ALTERATIONS

This Settlement Agreement contains the entire agreement between and among the Parties with regard to the matters set forth in it. It supersedes all prior negotiations, agreements, and understandings. There are no other collateral understandings or agreements that modify, vary, enlarge or are inconsistent with it. This Settlement Agreement may not be altered, amended, or modified in any respect except by a writing duly executed by each of the Parties expressly reciting such intent.

11.0 EFFECTIVENESS

This Settlement Agreement shall become effective immediately following execution by each of the Parties.

12.0 DUPLICATES ARE AS EFFECTIVE AS THE ORIGINAL

The Parties understand and agree that the original signature pages shall be executed by each of the respective Parties. The originals shall all be returned to counsel for FDIC-R and each Party shall be provided with a complete copy of this Settlement Agreement and a copy of each executed signature page. Copies of said signature pages shall be as effective as the original signature pages.

13.0 SEVERABILITY

If any provision of this Settlement Agreement is held unenforceable, then such provision will, if possible, be modified to be enforceable but still reflect the Parties' intentions. In any event, the remaining provisions of this Settlement Agreement shall remain in full force and effect.

14.0 TITLES AND CAPTIONS

All section titles and captions contained in this Settlement Agreement are for convenience

only and shall not affect the interpretation of this Settlement Agreement.

15.0 AUTHORSHIP/CONSTRUCTION

This Settlement Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Settlement Agreement shall not be construed for or against any Party by reason of which Party drafted it.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by each of them or their duly authorized representatives on the date hereinafter subscribed.

IN TESTIMONY WHEREOF, this Settlement Agreement has been executed this 12th day of September, 2012.

St. Paul Mercury Insurance Company

By: _____

Printed Name: JAMES T. HYNES

Title: Technical Director

IN TESTIMONY WHEREOF, this Settlement Agreement has been executed this 13th day of September, 2012.

FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR HOME SAVINGS OF AMERICA

Printed Name: CRAIG G. PENROSE

Title: ATTORNEY

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“Settlement Agreement”) is entered into between the Federal Deposit Insurance Corporation (“FDIC”), solely in its capacity as receiver for Home Savings of America (“FDIC-R”), on the one hand, and Voyage Financial Group, Inc. (“Voyage”), W. Paul Ueckert (“Mr. Ueckert”), Corinthian Title Company (“Corinthian”), and Lenderlive Settlement Services, LLC (“Lenderlive”) on the other hand (each a “Party” and collectively the “Parties”).

RECITALS

A. On March 16, 2011, Home Savings of America (“Home Savings”), a federal savings and loan association, filed a Complaint For Damages with the Superior Court of California, County of Orange, Case Number: 30-2011-00458470, entitled, *Home Savings of America v. Voyage Financial Group, Inc. dba Voyage Home Loans, a California corporation; Paul Ueckert aka W. Paul Ueckert aka William Paul Ueckert, an individual; Elender Escrow, Inc., a California corporation; Elender Services, LLC, a California limited liability company; Russell Bisantz, an individual; Dana Wombles, an individual; Marty O’Leary, an individual; Remy Shum aka Nemy Shum, an individual; Accurate Holding Group, LLC, a California limited liability company; Bisantz Enterprises, Inc., a California corporation; Corinthian Title Company, a California corporation; and Does 1-30* (the “State Action”).

B. On or about June 13, 2011, Home Savings filed a First Amended Complaint

in the State Action, which, among other things, added Lenderlive as a Defendant (the "First Amended Complaint").

~~C. On or about February 24, 2012, the Office of the Comptroller of the~~
Currency appointed the FDIC as receiver for Home Savings, i.e., FDIC-R. On or about March 13, 2012, pursuant to an Order of the Superior Court of California County of Orange, FDIC-R was substituted in as Plaintiff in the State Action's First Amended Complaint.

D. On March 16, 2012, FDIC-R removed the State Action from the Superior Court of California, County of Orange, to the United States District Court, Central District of California, Southern Division, which was given the case number: 8:12-cv-00390-AG-AN(x) (herein collectively with the "State Action," the "Action").

NOW THEREFORE, in consideration of the mutual promises and good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Settlement Agreement hereby agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals contained in Paragraphs A through D, immediately above, are incorporated herein by this reference as if set forth in full.

2. **CONSIDERATION AND DISMISSAL:** In consideration for each and every one of the terms and conditions of this Settlement Agreement, including but not limited to the mutual Releases set forth in Paragraph 3, immediately below, FDIC-R agrees to accept the total sum of \$537,500.00 payable as follows: (a) the sum of

\$465,000.00 from Voyage and Mr. Ueckert; (b) the sum of \$50,000.00 from Corinthian; and (c) the sum of \$22,500.00 from Lenderlive. All such payments shall be made by direct wire transfer in accordance with the wire instructions below within 30 days of the full execution of this Settlement Agreement. Counsel for FDIC-R is hereby authorized and agrees to file a dismissal, with prejudice, as to the other Parties within five (5) days of the receipt of the total sum of \$537,500.00. Any Party who fails to timely make any required payment under this paragraph shall additionally owe interest on the unpaid portion at a rate of five percent per annum.

Wire Instructions

BANK: Federal Home Loan Bank of New York

(b)(4)

ROUTING #:

FOR CREDIT TO: FDIC National Liquidation Account

(b)(4)

ACCOUNT #:

FIN 10427; Home Savings of America, Little Falls, MN

Contact: Stuart Tonkinson; 972-761-8105; Professional Liability (37100); DIF Fund

3. **RELEASES:**

a. FDIC-R, solely in its capacity as receiver for Home Savings, hereby releases any and all claims, disputes, issues, or matters of Home Savings to which FDIC-R succeeded as receiver, whether based on contract, tort or state statute, federal statute or any other law, regulation or like legal obligation, whether based on acts, errors or omissions, whether negligent, unintentional or intentional, whether known or unknown, including, without limitation, those which arise or could have arisen out of and/or relate to the subject matter of the Action, all as of

the effective date of this Settlement Agreement, as against Portillo Consulting, LLC ("Portillo"), Mr. Ueckert, Voyage, Corinthian and Lenderlive, including their respective past or present officers, past or present directors, past or present shareholders, past or present employees, past or present managers, past or present members, past or present agents, past or present insurers, and past or present attorneys, expressly including any community property rights of any person released and the spouse of such person (collectively, the "Defendant-Side Released Parties").

b. Mr. Ueckert, Voyage, Corinthian, and Lenderlive hereby release FDIC-R, solely in its capacity as receiver for Home Savings, as well as FDIC-R's past or present managers, past or present employees, past or present attorneys, and past or present agents (collectively, the "Plaintiff-Side Released Parties") from any and all claims, disputes, issues, or matters whether based on contract, tort or state statute, federal statute or any other law, regulation or like legal obligation, whether based on acts, errors or omissions, whether negligent, unintentional or intentional, whether known or unknown, including, without limitation, those which arise or could have arisen out of and/or relate to the subject matter of the Action, all as of the effective date of this Settlement Agreement.

c. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR ATTORNEYS CONCERNING AND ARE FAMILIAR WITH CALIFORNIA CIVIL CODE §1542 AND

EXPRESSLY WAIVE ANY AND ALL RIGHTS UNDER BOTH (1) CALIFORNIA CIVIL CODE §1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

AND (2) ANY OTHER LIKE FEDERAL OR STATE STATUTE OR LAW OF SIMILAR EFFECT TO THE FULL EXTENT THAT THE PARTIES MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS PERTAINING TO ANY CLAIMS THAT THEY MAY HAVE CONCERNING THE OPPOSING PARTIES, INCLUDING, BUT NOT LIMITED TO, THE CLAIMS, DISPUTES, ISSUES, OR MATTERS COMPROMISED AND RELEASED HEREIN.

The Parties acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to any claims that they may have concerning the opposing Parties, including, but not limited to, the claims, disputes, issues, or matters compromised and released herein.

d. The releases set forth in Paragraph 3 shall extend to, be for the benefit of, and bind the Parties' respective predecessors and successors in interest.

e. Notwithstanding any other provision of this Settlement Agreement and without conceding that any such claims or causes of action would otherwise be released, FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims, disputes, issues, or matters:

- i. Against the Defendant-Side Released Parties or any other person or entity for liability incurred as the maker, endorser or guarantor of ~~any promissory note or indebtedness payable or owed by them to~~ FDIC-R, Home Savings, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to Home Savings, or any person or entity other than Home Savings;
- ii. Against any person or entity not expressly released in this Settlement Agreement;
- iii. Against Thomas Leto, Joshua Harmatz, Eugene Quitasol, or any other person acting or purporting to act in the capacity as an officer or employee of FDIC-R or Home Savings. However, Thomas Leto, Joshua Harmatz and Eugene Quitasol are released herein to the extent of their affiliated capacities, if any, with Voyage, Corinthian and/or Lenderlive.

f. Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition, or any other administrative enforcement action which may arise by operation of law, rule or regulation.

g. Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the Parties' rights to bring a claim for breach of this Settlement Agreement.

4. **NO PRIOR ASSIGNMENTS OF CLAIMS/DISPUTES:** Each of the Parties hereby warrants and represents to the other Parties that he, she or it is the sole owner of the claims, disputes, issues, or matters which are the subject of this Settlement Agreement, and that they have not heretofore sold, assigned, granted, transferred, conveyed or encumbered or purported to sell, assign, grant, transfer, convey or encumber to any person or entity the claims, disputes, issues, or matters being compromised and released hereby and that each Party believes he, she or it owns the claims, disputes, issues, or matters which he, she or it is releasing in this Settlement Agreement.

5. **NO ADMISSION OF LIABILITY:** The execution of this Settlement Agreement affects the claims set forth in the Action, all of which are contested and denied. This Settlement Agreement is a compromise and is not, and should not be construed as, an admission by any Party hereto of any liability of any kind to the other party for any purpose. All of the Parties acknowledge that all of the other Parties expressly deny that he or she or it is in any way liable or obligated to any of the other Parties.

6. **ENTIRE AGREEMENT:** This Settlement Agreement contains the entire understanding of the Parties as to the matters set forth herein, and there are no

representations, covenants or undertakings other than those expressly set forth herein. Each of the Parties acknowledges that no other Party or any agent or attorney of any other Party has made any promise, representation or warranty whatever, expressed or implied or statutory, not contained herein, to induce him, her or it to execute this Settlement Agreement, and he, she or it acknowledges that he, she or it has not executed this Settlement Agreement in reliance on any such promise, representation or warranty not specifically contained herein.

7. **CONSTRUCTION:** This Settlement Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. This Settlement Agreement is to be deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties by reason of who prepared the Settlement Agreement, but rather according to the other rules of interpretation of contracts, if any such uncertainty or ambiguity exists.

8. **COOPERATION:** All Parties agree to cooperate fully and to execute any and all additional or supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and provisions of this Settlement Agreement and which are not inconsistent therewith.

9. **INTEGRATION:** This Settlement Agreement is an integrated document, and is intended by the Parties as the final expression of their Settlement Agreement regarding the claims, disputes, issues, or matters compromised and released herein and as

a complete and exclusive statement of the terms and provisions thereof. Nothing other than this Settlement Agreement shall be relevant or admissible to interpret, supplement or vary any of the terms and provisions set forth herein. All prior discussions, agreements and negotiations are hereby superseded by and merged and incorporated into this Settlement Agreement.

10. **MODIFICATIONS AND WAIVERS IN WRITING:** No breach of this Settlement Agreement or any provision herein can be waived except by an express written waiver signed by all Parties to this Settlement Agreement. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Settlement Agreement. Any modifications, alterations or changes to this Settlement Agreement must be in writing, signed by all Parties to this Settlement Agreement and approved in writing by their respective attorneys, if any.

11. **SEVERABILITY OF TERMS AND PROVISIONS:** If any term, provision, covenant, or condition of this Settlement Agreement is held by a final Judgment of a Court of competent jurisdiction or other lawful authority to be invalid, void, or unenforceable: (A) the remainder of the terms, provisions, covenants and restrictions of this Settlement Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (B) to the fullest extent possible, the provisions of this Settlement Agreement (including, without limitations, all provisions held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or

unenforceable) shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

12. **EXECUTION IN COUNTERPARTS:** This Settlement Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of an executed counterpart of a signature page to this Settlement Agreement by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Settlement Agreement. The Parties agree that facsimile and email transmitted signatures shall be accepted as original signatures with respect to this Settlement Agreement.

13. **HEADINGS:** The section headings of this Settlement Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. **EFFECTIVE DATE:** This Settlement Agreement shall become effective immediately upon the execution by all Parties to this Settlement Agreement.

15. **BENEFIT OF COUNSEL:** The Parties acknowledge, represent to the other Parties and agree that they are executing this Settlement Agreement after having received, from independent legal counsel of their own choosing, legal advice as to their rights hereunder and the legal effect thereof, or, having the opportunity to seek such advice, have declined to do so.

16. **ATTORNEYS' FEES:** The Parties hereto agree and acknowledge that

they each shall bear their own attorneys' fees and costs in connection with the Action and the execution of this Settlement Agreement. However, in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Settlement Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to an award of reasonable attorneys' fees and costs.

17. **AUTHORITY:** Each Party represents and warrants that it has the authority to enter into and execute this Settlement Agreement as its binding and legal obligation.

IN WITNESS WHEREOF, this Settlement Agreement is executed on the date set forth next to each person's signature as follows.

READ CAREFULLY BEFORE SIGNING

FEDERAL DEPOSIT INSURANCE CORPORATION,
SOLELY IN ITS CAPACITY AS RECEIVER FOR
HOME SAVINGS OF AMERICA

(b)(6)
Name: J. S. Tonkinson
Title: Counsel

Dated: January 24, 2013

(b)(6)
W. PAUL UECKERT
W. PAUL UECKERT

Dated: 1/18/13

VOYAGE FINANCIAL GROUP, INC.

(b)(6)



Dated: 1/18/13

Name: W. Paul Wecker
Title: President

CORINTHIAN TITLE COMPANY

Dated: _____

Name: _____
Title: _____

LENDERLIVE SETTLEMENT SERVICES, LLC

Dated: _____

Name: _____
Title: _____

VOYAGE FINANCIAL GROUP, INC.

Name: _____
Title: _____

Dated: _____

CORINTHIAN TITLE COMPANY

(b)(6)

Name: Larry Vint
Title: CTO

Dated: 1/23/2013

LENDERLIVE SETTLEMENT SERVICES, LLC

Name: _____
Title: _____

Dated: _____

VOYAGE FINANCIAL GROUP, INC.

Name: _____
Title: _____

Dated: _____

CORINTHIAN TITLE COMPANY

Name: _____
Title: _____

Dated: _____

LENDERLIVE SETTLEMENT SERVICES, LLC

(b)(6)

Name: JOE MOWERY
Title: PRESIDENT

Dated: 2.1.13