

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is made and entered into as of April __, 2010, by and between the following parties (hereinafter collectively the "Parties"): Cross-Complainants and Cross-Defendants Countrywide Home Loans, Inc. and Countrywide Document Custody Services, a Division of Treasury Bank, N.A. (collectively, "Countrywide"); Federal Deposit Insurance Corporation as receiver for Cross-Complainant and Cross-Defendant IndyMac Bank, F.S.B.¹ ("IndyMac"); Cross-Defendant Access Lending Corporation now known as XWarehouse Lending Corporation ("Access"); Cross-Complainant and Cross-Defendant JWI Investment Corporation ("JWI"); and Cross-Defendant Martin Esparza ("Esparza"). This Agreement is made in reference to the following facts:

RECITALS

A. Complaint: On or about February 8, 2006, HSBC Mortgage Services, Inc. ("HSBC"), the original plaintiff in this case, filed a Verified Complaint in the Contra Costa County Superior Court, Case No. C06-00290, entitled HSBC Mortgage Services, Inc. v. CHL Mortgage Group, et al. (hereinafter, the "Action"), against Countrywide, IndyMac, Access, Esparza, and JWI, among others (sometimes referred to herein as "Defendants"). On or about July 5, 2006, HSBC filed a Verified First Amended Complaint in the Action. In the First Amended Complaint, HSBC alleged purported causes of action for Judicial Foreclosure, Declaratory Relief, Setting Aside Trustee's Sale, and Cancellation of Instruments and sought to enforce its alleged first priority deed of trust against the real property located at [redacted] San Ramon, California ("Subject Property").

B. Answers and Cross-Complaints: With the exception of Access and IndyMac¹— who were each dismissed from the First Amended Complaint following the sustaining of their successful demurrers—each of the above-named Parties filed an Answer to HSBC's Complaint and/or First Amended Complaint in the Action, denying all material allegations, and alleging several affirmative defenses. In addition, as discussed below, Countrywide, IndyMac, and JWI each filed a cross-complaint in the Action.

D) JWI Cross-Complaint: On or about March 16, 2006, JWI filed a verified cross-complaint ("JWI Cross-Complaint") in the Action against HSBC, Countrywide, IndyMac, Access, Esparza and others. In the JWI Cross-Complaint, JWI alleged causes of action for Setting Aside Trustee's Sale, Restitution of Bid Price, and Fraud against Access, and for Declaratory Relief, against all parties. By way of the JWI Cross-Complaint, JWI sought to set aside the Access foreclosure sale or, in the alternative, to quiet title against all adverse

¹ On July 11, 2008, IndyMac Bank, F.S.B. was closed by the Office of Thrift Supervision, and the Federal Deposit Insurance Corporation ("FDIC") was appointed as receiver. The FDIC is the real party in interest with respect to all rights or claims regarding the Subject Property that were formerly held by IndyMac Bank, F.S.B. The FDIC did not formally substitute into the Action, however, choosing instead to continue the Action in the name of IndyMac Bank, F.S.B., as permitted by law.

claims to the Subject Property. Ultimately, JWI voluntarily dismissed its fraud claims.

2) Countrywide Cross-Complaint: On or about July 14, 2006, Countrywide filed a verified cross-complaint ("Countrywide Cross-Complaint") in the Action against HSBC, JWI, IndyMac, Esparza, Access and others. In the Countrywide Cross-Complaint, Countrywide alleged causes of action for Judicial Foreclosure, Quiet Title, and Declaratory Relief. By way of the Countrywide Cross-Complaint, Countrywide alleged that the loan it purchased from CHL Mortgage Group, Inc. ("CHL") was secured by a first priority deed of trust against the Subject Property.

3) IndyMac Cross-Complaint: On or about November 13, 2007, IndyMac filed a verified cross-complaint ("IndyMac Cross-Complaint") in the Action against Countrywide, JWI, Esparza, Access, and others. In the IndyMac Cross-Complaint, IndyMac alleged causes of action for Judicial Foreclosure, Quiet Title, and Declaratory Relief in connection with the Subject Property. By way of the IndyMac Cross-Complaint, IndyMac alleged that the loan it purchased from CHL is secured by a first priority deed of trust against the Subject Property.

Except for those cross-defendants who may have been dismissed or whose defaults may have been taken, all of the cross-defendants have either filed a disclaimer of interest or an Answer to the respective cross-complaints in the Action.

C. Disclaimers of Interest: In or about September 2006, Esparza filed a declaration, whereby he disclaimed all right, title and interest in the Subject Property and was dismissed from HSBC's First Amended Complaint. In or about May 2008, HSBC also filed a Disclaimer of Right, Title and Interest with respect to the Subject Property. In or about that same month, upon stipulation, HSBC dismissed with prejudice its entire First Amended Complaint, and certain cross-complainants dismissed their respective cross-complaints with prejudice as to HSBC.

D. Proceeds from the CHL Bankruptcy Estate (Held in Account of Bankruptcy Trustee): On or about April 21, 2009, counsel for the Chapter 7 Bankruptcy Trustee, John T. Kendall, approved a joint deficiency proof of claim ("Joint Proof of Claim") filed on behalf of Countrywide, Access, and IndyMac as to the Subject Property in the sum of \$880,978.00 in the related bankruptcy case of In re CHL Mortgage Group, Inc. (United States Bankruptcy Court Northern District of California, Case No. 05-40438). In or about that same month, the Bankruptcy Court and the U.S. Trustee's office approved the Bankruptcy Trustee's recommendation as to the amount of the Joint Proof of Claim. The Bankruptcy Trustee thereafter informed certain of the Parties that it was holding approximately \$87,124.49 in a trust account for the purpose of making an interim distribution in connection with the Joint Proof of Claim ("Bankruptcy Distribution"). On March 8, 2010, the Bankruptcy Trustee, IndyMac, Countrywide and Access agreed to amend the Joint Proof of Claim such that any and all distributions on the Joint Proof of Claim would be directed to "Reed Smith LLP Client Trust Account" to the attention of Terence N. Hawley, counsel for IndyMac. The Bankruptcy Trustee has since forwarded a check in the amount of \$87,124.49 to Reed Smith and said funds have

been deposited in a trust account. The Parties agree that all distributions on the Joint Proof of Claim directed to that trust account will be held in trust and distributed as provided in this Agreement or in accordance with a final judgment in the Action.

(b)(6) E. Proceeds from Sale of Property (Held in Account of Litigation Trust): On or about May 27, 2009, the Subject Property was sold to a third party pursuant to a joint agreement by the Parties in the Action to liquidate the Subject Property and hold the proceeds in trust. The net proceeds from the sale of the Subject Property totaled \$372,131.60. To allow the sale to close, all of the Parties quit-claimed their respective interests in the Subject Property to a trust created by the Parties referred to as the [redacted] Litigation Trust" ("Litigation Trust"). Pursuant to the agreement of the Parties, the net proceeds from the sale of the Subject Property are presently being held for the benefit of the Parties in a non-interest-bearing trust account of JWI, the designated trustee of the Litigation Trust, to be allocated and distributed to one or more of the Parties either by settlement or final judgment in the Action. The Parties' June 27, 2007 Agreement re Disposition of [redacted] San Ramon, California and the related Declaration of Trust are attached hereto as Exhibits A and B and are incorporated by reference. To the extent any conflict arises between the terms of Exhibits A and B and this Agreement, the terms of this Agreement shall control.

(b)(6) F. Mediation: On or about January 12, 2010, the Parties participated in a mediation with mediator [redacted] (the "Mediation"). As the result of the negotiations that occurred during and following the Mediation, and in order to buy their peace and avoid continuing costs and expenses of litigation, and without admitting any liability, the Parties have agreed to compromise and settle fully and completely the Action as between themselves, and all claims, demands, and causes of action asserted therein, or which could have been so asserted therein, whether in the Complaint, the respective Cross-Complaints, or otherwise, and desire to document their settlement by this Agreement.

NOW THEREFORE, in consideration of the foregoing facts, and the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually agree and covenant as follows:

AGREEMENTS

1. Payment to JWI, Countrywide and IndyMac

Within ten (10) days of execution of this Agreement by all of the Parties, the following monies shall be paid and/or distributed to JWI, Countrywide, and IndyMac:

A) JWI shall be paid the total sum of \$101,662.50 in the following manner: (1) \$35,000.00 directly from Access; (2) an amount equal to one-third from the proceeds of the Bankruptcy Distribution, or approximately \$29,041.49 (1/3 of approximately \$87,124.49); and (3) the remaining balance (approximately \$37,621.01) of the net proceeds from the sale of the Subject Property now held in the trust account of JWI, as trustee of the Litigation Trust, after Countrywide and IndyMac receive their respective distributions from the Litigation Trust.

B) Countrywide and IndyMac shall split evenly (50-50) the remainder of the proceeds from the Bankruptcy Distribution, so that Countrywide and IndyMac shall each receive approximately \$29,041.50 (1/2 of approximately \$58,083.00). In addition, Countrywide and IndyMac shall be exclusively entitled to share equally (50-50) any and all future distributions from the CHL Bankruptcy Estate with respect to the Subject Property, with no other Party to participate in any such distribution. In that regard, JWI, Access and Esparza expressly agree that they are and shall be excluded from any and all future distributions from the CHL Bankruptcy Estate with respect to the Subject Property.

C) After reimbursement of \$1,500 to IndyMac for property maintenance expenses, Countrywide and IndyMac shall also split evenly (50-50) the remainder of the funds on deposit held by JWI, as trustee of the Litigation Trust, resulting from the sale of the Subject Property, so that Countrywide will receive approximately \$166,505.29 (1/2 of approximately \$333,010.59) and IndyMac shall each receive approximately \$168,005.29 (1/2 of approximately \$333,010.59 plus \$1,500). Neither Access nor Esparza shall receive any distribution from the funds on deposit held by JWI, as trustee of the Litigation Trust.

D) All payments to JWI pursuant to this Agreement will be made by draft payable to "JWI Investment Corporation." All payments to Countrywide pursuant to this Agreement will be made by draft payable to "Countrywide Home Loans, Inc." All payments to IndyMac pursuant to this Agreement will be made by draft payable to "Federal Deposit Insurance Corporation as receiver for IndyMac Bank, F.S.B."

2. Dismissal with Prejudice.

Within twenty (20) days of distribution of all funds as described in paragraph 1 (excluding any future distributions from the CHL Bankruptcy Estate with respect to the Subject Property), each Party shall execute and file a request for dismissal with prejudice of its respective cross-complaint in this Action.

3. Mutual Releases.

Except for the obligations, covenants, representations, conditions, exceptions, qualifications and limitations set forth herein, the Parties, and each of them, do absolutely, fully and forever release and discharge each other, and each of their respective associates, spouses, owners, stockholders, officers, directors, employees, insurers, affiliates, subsidiaries, agents, predecessors, successors, heirs, trustees, representatives, lawyers, and assigns, of and from the following, which are hereinafter referred to as the "Released Claims":

Any and all actions, causes of action, arbitrations, requests for proceedings, debts, guarantees, warranties, express or implied, balances, liabilities, demands, claims, obligations, costs, expenses, damages, and liens of any and every kind whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which each of the Parties now has, or may hereafter have, against

the others, arising out of or based upon the Action, or the subject matter thereof, including the filing and prosecution of same and all cross-complaints filed or required by law to be filed therein.

4. **Waiver of Civil Code Section 1542 Protections.**

In making and executing this Agreement, each of the Parties understands and expressly represents and warrants to each of the others that he or it does not rely, and has not relied, upon any representation or statement, oral or written, that is not contained herein, whether made by any of the Parties hereto, or any agent, attorney, or representative of any of the Parties, with respect to the matters contained herein or the advisability of entering into or executing this Agreement. Each of the Parties expressly assumes the risk of any mistake of fact or law, and the risk that the facts may turn out to be other than, or different from, those now known or believed to exist. Each of the Parties understands and expressly agrees that the Released Claims may extend to matters which have not yet been discovered, and that the possibility that such matters may exist has been explicitly taken into account in determining the consideration to be given for this Agreement. In this regard, each of the Parties also acknowledges that the releases contained herein are intended to be "general releases" of the Released Claims, as the term "general release" is used in Civil Code section 1542, that said Parties, and each of them, are aware of the rights provided by Civil Code section 1542, and that each of the Parties signing this Agreement thereby expressly waives all of the rights granted to creditors by Civil Code section 1542, which section provides:

"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."

5. **Warranty of Non-Assignment.**

The Parties hereto, and each of them, represent and warrant that there has been no assignment or transfer of any interest in any of the Released Claims which any of the Parties may have against the other.

6. **Agreement Not to be Construed as Admission.**

This Agreement is entered into by the Parties solely for the purposes set forth in the Recitals. It does not constitute, nor shall it be construed as, an admission by any of the Parties hereto of the truth or validity of, or liability for, any of the Released Claims.

7. **Reservation of Rights Against Insurance Carriers.**

Each of the Parties expressly reserves all rights it may have, if any, as against any of its own insurance carriers, including, without limitation, any insurance carriers that issued title policies regarding the Subject Property, for or with respect to any claim it may now or hereafter have with respect to the Subject Property or the subject matter of the Action or arising therefrom.

8. **Binding on Successors.**

All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective agents, employees, officers, directors, attorneys, representatives, predecessors, divisions, subsidiaries, affiliates, shareholders, assigns, heirs, administrators, executors and successors in interest.

9. **No Third Party Beneficiaries.**

Except to the extent provided in the previous paragraph, this Agreement shall not constitute, nor be construed in any manner to constitute, a contract for the benefit of any other or "third" party, or any prior creditor of any of the Parties.

10. **Authority.**

Each individual and/or entity executing this Agreement in a representative capacity warrants and represents that s/he or it is authorized to enter into and execute this Agreement on behalf of his, her or its respective principal, and that the appropriate corporate resolutions or other consents have been passed and/or obtained, granting such authority.

11. **Interpretation.**

The Parties acknowledge and agree that each has been given the opportunity to review this Agreement independently with legal counsel, and that each of the Parties has cooperated in the drafting of this Agreement such that any construction to be made of this Agreement shall not be made based on any rule providing for interpretation against the Party who causes uncertainty to exist, or against the draftsman.

12. **Attorneys Fees.**

Each of the Parties shall bear his or its own attorneys fees and costs incurred in connection with the Action. In the event that any Party hereto shall commence legal proceedings against any other Party to enforce the terms hereof, or to declare rights hereunder, the prevailing Party in any such proceeding shall be entitled to recover said Party's costs of suit in said proceedings, including reasonable attorneys fees, as may be fixed by the Court.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and, upon execution by all Parties, supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in connection with the subject matter hereof, except as specifically set forth herein. No supplements, modifications, waivers or terminations of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any provisions of this Agreement shall constitute or be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

14. Execution of Additional Documents.

The Parties, and each of them, agree to execute and deliver such other and additional documents or instruments, and to take such further actions as may reasonably be necessary, to carry out fully the intent and purposes of this Agreement.

15. Headings.

The headings contained in this Agreement have been inserted for convenience only and in no way should define or limit the scope or interpretation of this Agreement.

16. Governing Law.

This Agreement has been entered into and executed in the State of California and shall be interpreted in accordance with the laws of said state. Should any dispute arise regarding this Agreement, the Superior Court for the State of California, Contra Costa County, shall have exclusive jurisdiction to determine the same, except to the extent such jurisdiction would conflict with applicable federal law regarding matters concerning the FDIC.

17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Agreement shall not be binding, however, until all Parties have signed. An electronically transmitted, executed signature page for the Agreement shall be deemed to be an original.

18. Severability.

If any part of this Agreement is void or otherwise invalid and hence, unenforceable, such invalid or void portion shall be deemed to be separate and severable from the balance of this Agreement, and shall be given full force and effect as though the void or invalid provision had never been a part of this Agreement.

19. Notices.

Any notice, communication or payment required under this Agreement shall be sent via U.S. Mail or prepaid express delivery service, such as Federal Express, to the appropriate Party's counsel at the address listed below:

For Countrywide:	Michael R. Pfeifer Pfeifer & De La Mora 765 The City Drive, Suite 380 Orange, CA 92868
For IndyMac:	Terence N. Hawley Reed Smith LLP 101 Second Street, Suite 1800 San Francisco, CA 94105-3659
For Access:	Kimberly D. Howatt Gordon & Rees LLP 101 West Broadway, Suite 1600 San Diego, CA 92101
For JWI:	Kevin S. Eikenberry 1470 Maria Lane, # 440 Walnut Creek, CA 94596
For Martin Esparza:	Alan E. Ramos Nevin, Ramos & Steele 700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94596

20. Counting.

For purposes of this Agreement, the term "days" is intended to indicate calendar days unless the calendar day for performance under the Agreement falls on a Saturday, Sunday or state or federal holiday, in which case the time for performance under the Agreement shall be the next following business day.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the day and year set forth below:

DATED: Dec 1 2010, 2010

COUNTRYWIDE HOME LOANS, INC. and
COUNTRYWIDE DOCUMENT CUSTODY
SERVICES, A DIVISION OF TREASURY
BANK, N.A.

(b)(6)

By:
Name: JAMES P. CHURCH
Title: Assistant General Counsel

DATED: _____, 2010

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC BANK, F.S.B.

By: _____
Name: _____
Title: _____

DATED: _____, 2010

ACCESS LENDING CORPORATION (now
known as XWAREHOUSE LENDING
CORPORATION)

By: _____
Name: _____
Title: _____

DATED: _____, 2010

JWI INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

DATED: _____, 2010

MARTIN ESPARZA

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the day and year set forth below:

DATED: _____, 2010

COUNTRYWIDE HOME LOANS, INC. and
COUNTRYWIDE DOCUMENT CUSTODY
SERVICES, A DIVISION OF TREASURY
BANK, N.A.

By: _____
Name: _____
Title: _____

DATED: 7/21, 2010

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC BANK, F.S.B.

(b)(6)

By:
Name: Tank Durazo
Title: Control

(b)(6)

DATED: _____, 2010

ACCESS LENDING CORPORATION (now
known as XWAREHOUSE LENDING
CORPORATION)

By: _____
Name: _____
Title: _____

DATED: _____, 2010

JWI INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

DATED: _____, 2010

MARTIN ESPARZA

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the day and year set forth below:

DATED: _____, 2010

COUNTRYWIDE HOME LOANS, INC. and
COUNTRYWIDE DOCUMENT CUSTODY
SERVICES, A DIVISION OF TREASURY
BANK, N.A.

By: _____
Name: _____
Title: _____

DATED: _____, 2010


FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC BANK, F.S.B.

By: _____
Name: _____
Title: _____

DATED: 4/20/10, 2010

ACCESS LENDING CORPORATION (now
known as XWAREHOUSE LENDING
CORPORATION)

(b)(6)

By: 
Name: S. Patrick Corbridge
Title: President

(b)(6)

DATED: _____, 2010

JWI INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

DATED: _____, 2010

MARTIN ESPARZA

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the day and year set forth below:

DATED: _____, 2010

COUNTRYWIDE HOME LOANS, INC. and
COUNTRYWIDE DOCUMENT CUSTODY
SERVICES, A DIVISION OF TREASURY
BANK, N.A.

By: _____
Name: _____
Title: _____

DATED: _____, 2010

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC BANK, F.S.B.

By: _____
Name: _____
Title: _____

DATED: _____, 2010

ACCESS LENDING CORPORATION (now
known as XWAREHOUSE LENDING
CORPORATION)

By: _____
Name: _____
Title: _____

DATED: April 19, 2010

IWI INVESTMENT CORPORATION

By:
Name: WILSON YOUNG
Title: PRESIDENT

(b)(4)

DATED: _____, 2010

MARTIN ESPARZA

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the day and year set forth below:

DATED: _____, 2010

COUNTRYWIDE HOME LOANS, INC. and
COUNTRYWIDE DOCUMENT CUSTODY
SERVICES, A DIVISION OF TREASURY
BANK, N.A.

By: _____
Name: _____
Title: _____

DATED: _____, 2010

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
INDYMAC BANK, F.S.B.

By: _____
Name: _____
Title: _____

DATED: _____, 2010

ACCESS LENDING CORPORATION (now
known as XWAREHOUSE LENDING
CORPORATION)

By: _____
Name: _____
Title: _____

DATED: _____, 2010

JWI INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

(b)(6) DATED: April 20, 2010

MARTIN ESPARZA

(b)(6)

APPROVED AS TO FORM AND CONTENT:

DATED: July 19, 2010

PEFIFER & DE LA MORA, LLP

(b)(6)

By: _____

Michael R. Pfeifer, Esq.

(b)(6)

Attorneys for Cross-Complainants and Cross-Defendants COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A.

DATED: _____, 2010

REED SMITH LLP

By: _____

Terence N. Hawley, Esq.

Attorneys for FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B.

DATED: _____, 2010

GORDON & REES LLP

By: _____

Kimberly D. Howatt, Esq.

Attorneys for Cross-Defendant ACCESS LENDING CORPORATION (now known as XWAREHOUSE LENDING CORPORATION)

DATED: _____, 2010

LAW OFFICES OF KEVIN S. EIKENBERRY

By: _____

Kevin S. Eikenberry, Esq.

Attorneys for Cross-Complainant and Cross-Defendant JWI INVESTMENT CORPORATION

DATED: _____, 2010

NEVEN, RAMOS & STEELE

By: _____

Alan E. Ramos, Esq.

Attorneys for Cross-Defendant MARTIN ESPARZA

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2010

PFEIFER & DE LA MORA, LLP

By: _____

Michael R. Pfeifer, Esq.

Attorneys for Cross-Complainants and Cross-Defendants COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A.

DATED: April 26, 2010

REED SMITH LLP

(b)(6)

By:

Terence N. Hawley, Esq.

Attorneys for FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B.

DATED: _____, 2010

GORDON & REES LLP

By: _____

Kimberly D. Howatt, Esq.

Attorneys for Cross-Defendant ACCESS LENDING CORPORATION (now known as XWAREHOUSE LENDING CORPORATION)

DATED: _____, 2010

LAW OFFICES OF KEVIN S. EIKENBERRY

By: _____

Kevin S. Eikenberry, Esq.

Attorneys for Cross-Complainant and Cross-Defendant JWI INVESTMENT CORPORATION

DATED: _____, 2010

NEVEN, RAMOS & STEELE

By: _____

Alan E. Ramos, Esq.

Attorneys for Cross-Defendant MARTIN ESPARZA

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2010

PFEIFER & DE LA MORA, LLP

By: _____

Michael R. Pfeifer, Esq.
Attorneys for Cross-Complainants and Cross-Defendants COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A.

DATED: _____, 2010

REED SMITH LLP

By: _____

Terence N. Hawley, Esq.
Attorneys for FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B.

DATED: April 23, 2010

GORDON & REES LLP

By: _____

Kimberly D. Howatt, Esq.
Attorneys for Cross-Defendant ACCESS LENDING CORPORATION (now known as XWAREHOUSE LENDING CORPORATION)

DATED: _____, 2010

LAW OFFICES OF KEVIN S. EIKENBERRY

By: _____

Kevin S. Eikenberry, Esq.
Attorneys for Cross-Complainant and Cross-Defendant JWI INVESTMENT CORPORATION

DATED: _____, 2010

NEVEN, RAMOS & STEELE

By: _____

Alan E. Ramos, Esq.
Attorneys for Cross-Defendant MARTIN ESPARZA

(b)(6)

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2010

PFEIFER & DE LA MORA, LLP

By: _____

Michael R. Pfeifer, Esq.

Attorneys for Cross-Complainants and Cross-Defendants COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A.

DATED: _____, 2010

REED SMITH LLP

By: _____

Terence N. Hawley, Esq.

Attorneys for FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B.

DATED: _____, 2010

GORDON & REES LLP

By: _____

Kimberly D. Howatt, Esq.

Attorneys for Cross-Defendant ACCESS LENDING CORPORATION (now known as XWAREHOUSE LENDING CORPORATION)

DATED: 4-19, 2010

LAW OFFICES OF KEVIN S. EIKENBERRY

By: _____

Kevin S. Eikenberry, Esq.

Attorneys for Cross-Complainant and Cross-Defendant JWI INVESTMENT CORPORATION

DATED: _____, 2010

NEVEN, RAMOS & STEELE

By: _____

Alan E. Ramos, Esq.

Attorneys for Cross-Defendant MARTIN ESPARZA

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2010

PFEIFER & DE LA MORA, LLP

By: _____

Michael R. Pfeifer, Esq.
Attorneys for Cross-Complainants and Cross-Defendants COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE DOCUMENT CUSTODY SERVICES, A DIVISION OF TREASURY BANK, N.A.

DATED: _____, 2010

REED SMITH LLP

By: _____

Terence N. Hawley, Esq.
Attorneys for FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B.

DATED: _____, 2010

GORDON & REES LLP

By: _____

Kimberly D. Howatt, Esq.
Attorneys for Cross-Defendant ACCESS LENDING CORPORATION (now known as XWAREHOUSE LENDING CORPORATION)

DATED: _____, 2010

LAW OFFICES OF KEVIN S. EIKENBERRY

By: _____

Kevin S. Eikenberry, Esq.
Attorneys for Cross-Complainant and Cross-Defendant JWI INVESTMENT CORPORATION

DATED: April 20, 2010

NEVEN RAMOS & STEELE

By: _____

Alan E. Ramos, Esq.
Attorneys for Cross-Defendant MARTIN ESPARZA

(b)(6)