SETTLEMENT AGREEMENT AND CONSENT ORDER

PROSPECT MORTGAGE, LLC

WHEREAS, Prospect Mortgage, LLC ("Prospect") is a limited liability company formed in Delaware, with headquarters located at Sherman Oaks, California.

WHEREAS, the States of Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia (individually, a "Participating State," and collectively, the "Participating States") have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the "Agreement").

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a "State Mortgage Regulator," and collectively as the "State Mortgage Regulators") are respective members of the Conference of State Bank Supervisors ("CSBS") and the American Association of Residential Mortgage Regulators ("AARMR") and have agreed to address enforcement concerns with Prospect in a collective and coordinated manner, working through the Multi-State Mortgage Committee ("MMC"). The State Mortgage Regulators and Prospect are collectively referred to herein as the "Parties."

WHEREAS, Prospect is licensed as a mortgage broker, lender, and/or servicer under the respective laws of each Participating State.

WHEREAS, on or about April 23, 2012, the State Mortgage Regulators, as coordinated by the MMC, commenced a multi-state examination (the "Multi-State Examination") of Prospect covering the period of October 1, 2010 to March 31, 2012, in order to determine Prospect's compliance with applicable Federal and State laws and regulations, financial condition, and control and supervision of the licensed origination

operations. The Multi-State Examination was conducted by the State Mortgage Regulators from the states of California, Connecticut, Georgia, Illinois, Iowa, South Carolina, Washington, and Wyoming (individually, an "Examining State," and collectively, the "Examining States"). The Multi-State Examination of Prospect was conducted pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision. The Report of Examination was issued by the MMC to Prospect on May 2, 2013, and identified compliance violations of both Federal and State law (the "Report of Examination").

WHEREAS, the Federal compliance violations (cited here for summary purposes only) included, but were not limited to: loan files that were missing required disclosures, loan files that contained disclosures that had deficient data or language, premature charges against consumers' credit cards for appraisal services, and failure to issue the Initial Escrow Account Statement. The State compliance violations (cited here for summary purposes only) included, but were not limited to: disclosure deficiencies, deficient employee screening procedures, record retention deficiencies, failure to include Company and loan originator unique identification information on loan documents, and an isolated instance of unlicensed loan originator activity. The examiners from the states of California and Washington respectively identified repeat violations from previously conducted state specific examinations.

WHEREAS, during the period from at least September 30, 2009 through January 21, 2014 (the "C2C Operations Period"), C2C Appraisal Services LLC ("C2C"), an affiliate of Prospect, collected a "Settlement Service Fee" which was purportedly assessed for third-party settlement services (hereinafter "C2C Settlement Service Fee"). Prospect failed to properly disclose to borrowers that C2C was an affiliated business and did not provide examiners with reliable documentation to account for the full C2C Settlement Service Fee. Furthermore, the loan files that were reviewed by the examiners established that some of the settlement services charged by C2C were in fact performed by Prospect employees. Prospect represented to the Examining States that the practices relating to the C2C Settlement Service Fee were discontinued on or around January 21,

2014.

WHEREAS, Prospect disclosed that there were at least seventy thousand three hundred and fifty-three (70,353) borrowers in the Participating States that were assessed a C2C Settlement Service Fee during the C2C Operations Period, and that each borrower should receive a reimbursement of a portion of said C2C Settlement Service Fee.

WHEREAS, Prospect acknowledges that the State Mortgage Regulators are relying, in part, upon Prospect's representations and warranties stated herein in making their determinations in this matter. Prospect further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Prospect if the State Mortgage Regulators later find that Prospect knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, Prospect enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators concerning the Report of Examination prior to commencement of any formal enforcement actions or proceedings and without any charges filed and adjudicated before the State Mortgage Regulators with respect to any violations noted in the Report of Examination. Prospect acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute and therefore have the authority to fully resolve the matter.

WHEREAS, Prospect represents that it, and any subsidiary or affiliated business of Prospect, does not currently collect any fee not supported by actual services rendered by Prospect (or any subsidiary or affiliate of Prospect, or any third party settlement service provider providing settlement services to Prospect or any subsidiary or affiliate of Prospect, including, but not limited to, the type of settlement service fee identified in the Report of Examination (C2C Settlement Service Fee)), or otherwise expressly permitted by law.

WHEREAS, Prospect represents that it has implemented, and will continue to maintain, procedures designed to ensure that Prospect has complied with all regulatory requirements imposed by each individual State Mortgage Regulator pursuant to the provisions of the Report of Examination.

WHEREAS, The State Mortgage Regulators have legal authority to initiate

administrative actions based on the conduct described in the Report of Examination.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to solely resolve the violations described in the Report of Examination and all operations of C2C during the C2C Operations Period. Neither Prospect nor any of its owners, directors, officers, employees, successors or assigns will be subject to any additional examination or enforcement claims or actions by the State Mortgage Regulators concerning any violations identified in the Report of Examination or the operations of C2C during the C2C Operations Period, except as otherwise set forth in this Agreement. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules and regulations under their respective jurisdictions against Prospect regarding any mortgage loan activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any examination, action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such examination, action, or proceeding is not a direct result of the specific activity identified in the Report of Examination or the operations of C2C during the C2C Operations Period; and that this Agreement may, if relevant to such examination, action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Prospect agrees that any fee (specifically any fee other than the C2C Settlement Service Fee addressed in this Agreement) assessed to a consumer by Prospect which is later determined to have been specifically prohibited by law remains unauthorized and not covered by the terms of this Agreement. Nothing in this Agreement is intended to require the reimbursement of fees duplicative of any prior voluntary or involuntary payment to a consumer, whether directly or indirectly, from any government program or other source.

WHEREAS, Prospect hereby knowingly, willingly, voluntarily, and irrevocably consents to the execution of this Agreement pursuant to the authority vested in each State Mortgage Regulator and agrees that it understands all of the terms and conditions contained herein. Prospect acknowledges that it has full knowledge of its rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily

entering into this Agreement, Prospect waives any right to notice and a hearing, and review of such hearing, and also herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Prospect further acknowledges that it has had an opportunity to consult with independent legal counsel in connection with its waiver of rights and with the negotiation and execution of this Agreement, and that Prospect has either consulted with independent legal counsel or has knowingly elected not to do so.

WHEREAS, Prospect represents that the person signing below is authorized to execute this Agreement and to legally bind Prospect.

WHEREAS, in that the Parties have had the opportunity to draft, review and edit the language of this Agreement, the Parties agree that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties agree to waive the benefit of any State statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein and in the Report of Examination, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Prospect as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. CONSUMER RESTITUTION

2. That within ninety (90) calendar days following the Effective Date as defined below in Paragraph 21 of this Agreement, Prospect shall pay restitution to every borrower in

every Participating State that was assessed a C2C Settlement Service Fee during the C2C Operations Period, (hereinafter, "Covered Borrower(s)") in the amount of $40.00 with interest of ten (10) percent per annum from the date the C2C Settlement Service Fee was charged.

3. That each and every restitution payment contemplated under this Agreement will be made by check, payable to the Covered Borrowers' last known mailing address, or such updated mailing address as can be identified through customary address verification means.

4. That if any restitution to any Covered Borrower(s) cannot be made due to the inability to locate the Covered Borrower(s) or the failure of any Covered Borrower(s) to cash the refund check, the State Mortgage Regulator may require that such funds be escheated to the state or submitted as unclaimed property in accordance with the applicable law of that Participating State. This in no way affects Prospect's obligation to abide by the applicable unclaimed property law in a participating State.

5. That Prospect shall bear the cost of all related expenses related to providing consumer restitution described herein, including, but not limited to, the costs of mailing and stopping payment on outstanding checks that are not returned or cashed.

6. *Report.* That within one-hundred fifty (150) calendar days following the Effective Date of this Agreement, Prospect shall submit to the MMC a report containing, at a minimum, the following loan information and documentation, for each Participating State, in which a C2C Settlement Service Fee was charged to the borrower during the C2C Operations Period: the loan number; borrower name; borrower address; loan amount; loan date; date the C2C Settlement Service Fee was charged; refund check amount; date the refund check was issued; the check number; and an indication as to whether the check was cashed. After one hundred fifty (150) calendar days following the Effective Date of this Agreement, upon request by any State Mortgage Regulator, Prospect shall furnish within thirty (30) calendar days of the request copies of the negotiated checks for that respective Participating State, or, if applicable, proof of submittal of the funds as unclaimed property in the form specified by each State Mortgage Regulator.

III. ADMINISTRATIVE PENALTY

7. *Administrative Penalty – Participating States.* That Prospect shall pay an administrative penalty of seven million thirty-five thousand and three hundred dollars ($7,035,300.00) to be divided among the State Mortgage Regulators based on the number of affected loans in each Participating State as set forth in Exhibit A, which is attached and incorporated herein. Prospect shall pay this administrative penalty by the means designated by each Participating State as follows: (i) if the administrative penalty due to any Participating State is equal to or less than $163,700.00, such amount shall be due to that Participating State on or before January 31, 2016; (ii) if the administrative penalty due to any Participating State is greater than $163,700.00, the amount of $168,814.29 shall be due to that Participating State on or before January 31, 2016; (iii) the remaining administrative penalty due to any Participating State following the first payment as set forth in (i) and (ii) above shall be made in two equal installments, the first due on or before June 15, 2016, and the second due on or before December 31, 2016.

8. *Administrative Penalty – Examining States.* That Prospect shall pay an administrative penalty of four hundred thousand dollars ($400,000.00) to be divided equally among the Examining States. Prospect shall pay this administrative penalty by the means designated by each Examining State within ninety (90) calendar days following the Effective Date of this Agreement.

9. In the event that Prospect fails to submit any administrative penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Prospect agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts against any surety bond that Prospect may maintain in such Participating State as a condition of maintaining a license under the jurisdiction of that State Mortgage Regulator.

10. That a State Mortgage Regulator may elect to have its allocation of the administrative penalty set forth in Paragraphs 7 and 8 be applied towards the respective Participating State's borrower restitution, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply

its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the MMC in writing of such election on or before the Effective Date of this Agreement.

IV. SPECIFIC PROVISIONS

11. *Compliance.* That Prospect shall immediately begin implementing measures to comply with its obligations under this Agreement and will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

12. *Revised Policy and Procedure Manuals*: That within sixty (60) calendar days following the Effective Date of this Agreement, Prospect shall submit to the MMC revised Policy and Procedure Manuals, including date(s) of implementation. The contents of the revised Policy and Procedure Manuals shall be comprehensive to all of its mortgage operations, and shall separately and specifically address fees, disclosures, requirements for charging consumer credit cards, record retention, and new employee screening.

13. That the section(s) in the revised Policy and Procedure Manuals addressing fees shall include express language ensuring compliance with 12 U.S.C. § 2601 et seq. (Real Estate Settlement Procedure Act, or "RESPA"), and in particular, Sections 2604 and 2607 of RESPA; 12 C.F.R. § 1024.1 et seq. ("Regulation X"), and in particular, Sections 1024.7(a) 1024.14, 1024.15, and Appendix C of Regulation X; and express language affirming the requirement to maintain specific supporting documents for all settlement services charges.

14. That the section(s) in the revised Policy and Procedure Manuals addressing disclosures shall include express language ensuring compliance with all Federal and State laws regarding disclosures, including but not limited to: 15 U.S.C. § 1601 et seq. (Truth-in-Lending Act, or "TILA"), 12 C.F.R. 1026.1 et seq. ("Regulation Z"), and in particular, Sections 1026.18 and 1026.19 of Regulation Z; Section 8 of RESPA and Regulation X. The language shall provide that all disclosures are made accurately, completely, and timely, and that any deficiency is proactively discovered and corrected.

15. That the section(s) in the revised Policy and Procedure Manuals addressing charges

against consumers' credit cards shall include express language that no credit cards shall be charged until after an initial disclosure package is issued to the consumer and after the three day mailing period has elapsed pursuant to 12 C.F.R. § 1024.7(a)(4).

16. That the section(s) in the revised Policy and Procedure Manuals addressing record retention shall include express language ensuring that records generated or possessed by Prospect in the course of business are preserved and retained in a manner as prescribed by applicable Federal and State laws; and the section shall also include addendums that enumerate, at a minimum, the name of document to be maintained, the location, the source of the document, the required time period for retention, and the format for retention (paper/electronic).

17. *Training.* That not later than December 31, 2015, Prospect shall complete training for all management, sponsored licensed loan originators, and related support staff in all areas for which those individuals have responsibilities for the provisions of the revised Policy & Procedure Manuals provided for in this Agreement; and Prospect shall submit to the Chair of the MMC a report accompanied by an Affidavit signed by a member of senior management (such as the Chief Compliance Officer), showing the dates of the training presentations, the contents of the respective presentations, the name and title of the presenter(s), and the names of attendees.

V. ENFORCEMENT

18. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Prospect is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by Prospect, or involving any unrelated matter not subject to the terms of this Agreement.

19. That, notwithstanding any other relief to the contrary, if Prospect fails to comply with the terms and conditions of this Agreement, the State Mortgage Regulators may pursue any action allowed by law concerning the conduct and compliance violations stated in the Report of Examination, such action including, but not limited to, suspension

or revocation of a license issued by the State Mortgage Regulators to Prospect, imposition of a civil money penalty against Prospect, or any other remedy allowed by law. The Parties agree that the failure of Prospect to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Prospect acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

20. *Sharing of Information and Cooperation.* That the State Mortgage Regulators may collectively or individually request and receive any information or documents in the possession of the MMC. This Agreement shall not limit Prospect's obligations, as licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

VI. GENERAL PROVISIONS

21. *Effectiveness.* That this Agreement shall become effective upon execution by all of the named State Mortgage Regulators (the "Effective Date").

22. *Public Record.* That this Agreement shall become public upon the Effective Date.

23. *Binding Nature.* That the terms of this Agreement shall be legally binding upon Prospect's officers, owners, directors, employees, heirs, successors and assigns. The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators collectively and Prospect.

24. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Prospect regarding the enforceability or interpretation of this Agreement

and compliance therewith, the courts or administrative agency authorized under the laws of the Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

25. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Prospect provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement as set forth herein will control.

26. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

27. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

28. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered hereby, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to the State Mortgage Regulator or which were knowingly concealed from the State Mortgage Regulator by Prospect. The Parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit the State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department or Office with any prosecution, administrative, civil or criminal, brought by any such Agency, Department or Office against Prospect or any other person based upon any of the activities alleged in these matters or otherwise.

29. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

30. *No Private Right of Action Created.* That this Agreement does not create any private rights or remedies against Prospect (or any of its affiliates or subsidiaries), create any liability for Prospect (or any of its affiliates or subsidiaries) or limit defenses of Prospect (or any of its affiliates or subsidiaries) for any person or entity not a party to this Agreement.

31. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this enforcement action.

32. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

33. That nothing in this Agreement shall relieve Prospect of its obligation to comply with applicable State and Federal law.

It is so **ORDERED.**

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement this 19th day of November, 2015.

PROSPECT MORTGAGE, LLC

By: _____
Joseph J. Grassi, III
General Counsel

Additional signature pages omitted