

SETTLEMENT AGREEMENT AND ORDER AMERISAVE MORTGAGE CORPORATION

WHEREAS, Amerisave Mortgage Corporation (hereinafter "Amerisave") is a corporation licensed as a mortgage broker or lender under the laws of the various state mortgage regulators;

WHEREAS, Amerisave maintains its corporate headquarters at 3350 Peachtree Road, N.E., Suite 1000, Atlanta, Georgia, which is its principal place of business;

WHEREAS, the states of Alaska, Arizona, California, Connecticut, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of Columbia (hereinafter referred to as "the Participating States") have agreed, through their respective regulatory agencies, to negotiate and enter into this Settlement Agreement and Order (hereinafter referred to as the "Agreement");

WHEREAS, the Alaska Department of Commerce, Community, and Economic Development; the Arizona Department of Financial Institutions; the California Department of Corporations; the Connecticut Department of Banking; the Georgia Department of Banking and Finance; the Hawaii Division of Financial Institutions; the Illinois Department of Financial and Professional Regulation; the Indiana Department of Financial Institutions; the Idaho Department of Finance; the Iowa Division of Banking; the Kentucky Department of Financial Institutions; the Louisiana Office of Financial Institutions; the Maryland Division of Financial Regulation; the Massachusetts Division of Banks; the Mississippi Department of Banking; the Missouri

Division of Finance; the Montana Division of Banking and Financial Institutions; the Nebraska Department of Banking and Finance; the New Jersey Department of Banking and Insurance; the New Mexico Regulation and Licensing Department; the North Carolina Office of the Commissioner of Banks; the North Dakota Department of Financial Institutions; the Ohio Department of Commerce; Division of Financial Institutions; the Oregon Division of Finance & Corporate Securities; the Pennsylvania Department of Banking and Securities; the South Carolina Department of Consumer Affairs; the South Dakota Division of Banking; the Tennessee Department of Financial Institutions; the Vermont Department of Financial Regulation; the Virginia State Corporation Commission; the Washington Department of Financial Institutions; the West Virginia Division of Financial Institutions; the Wisconsin Department of Financial Institutions; the Wyoming Division of Banking; and, the District of Columbia Department of Insurance, Securities, and Banking (hereinafter referred to as the "State Mortgage Regulators") have agreed to address enforcement concerns with Amerisave in a coordinated manner, working through the Multi-State Mortgage Committee pursuant to the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision, in the interest of economy of time and resources for the Participating States and Amerisave;

WHEREAS, Amerisave and the State Mortgage Regulators are collectively referred to as the "Parties";

WHEREAS, Amerisave acknowledges that it has full knowledge of its rights to notice and hearing pursuant to the laws of the Participating States;

WHEREAS, Amerisave enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators in their entirety and without admitting any

allegations or implications of fact, and without admitting any violation of laws, regulations or rules governing the conduct and operation of its mortgage lending business in each Participating State;

WHEREAS, on July 19, 2010, the State Mortgage Regulators commenced a Multi-State Examination of Amerisave, covering the period of April 1, 2008 to March 31, 2010, the scope of which was to review Amerisave's financial safety and soundness, adequacy of management controls and operations and compliance with applicable laws and regulations;

WHEREAS, the State Mortgage Regulators conducted that Multi-State Examination pursuant to their respective statutory authorities, and according to the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision and the Nationwide Cooperative Agreement for Mortgage Supervision dated January 15, 2008;

WHEREAS, a report of the Multi-State Examination was subsequently issued;

WHEREAS, the State Mortgage Regulators reserved from the Multi-State Examination any issue not addressed in the Multi-State Examination Report, notably the issue of unlicensed loan origination and unlicensed branch offices;

WHEREAS, the State Mortgage Regulators conducted a follow-up investigation of the activities of Amerisave's unlicensed employees and unlicensed branch offices;

WHEREAS, Amerisave cooperated with the State Mortgage Regulators during the course of the follow-up investigation by voluntarily providing documents, recordings, employee lists, loan lists, and other responses to inquiries;

WHEREAS, as of March 31, 2010, Amerisave had, in addition to its principal office in Atlanta, Georgia, seven (7) licensed branches in the states of Arizona, Maryland, Nevada, Ohio,

Pennsylvania and Tennessee. Each branch office held one (1) license in the state in which the branch office was located; and

WHEREAS, at the time of this Agreement, Amerisave has, in addition to its principal office in Atlanta, Georgia, five (5) single-licensed branches in each of the states of Arizona, California, Hawaii, Ohio and Nevada.

THE STATE MORTGAGE REGULATORS' CONTENTIONS

WHEREAS, based on its investigation, the State Mortgage Regulators contend, as a general matter, that certain unlicensed Amerisave employees, including but not limited to, employees with the title of Senior Mortgage Processor ("SMP"), engaged in mortgage loan origination activities for which a mortgage loan originator ("MLO") license was required by one or more Participating States;

WHEREAS, based on its investigation, the State Mortgage Regulators specifically contend that certain unlicensed Amerisave employees engaged in mortgage loan origination activities, in states where such activities required a license, by: 1) soliciting potential borrowers by telephone using leads generated by third parties that were purchased by Amerisave; 2) verbally obtaining from potential borrowers certain financial information that Amerisave relied upon in making tentative credit decisions; 3) analyzing that financial information for the purpose of discussing mortgage options with potential borrowers and to generate "personalized rate sheets" for potential borrowers; 4) sending these "personalized rate sheets" to borrowers via e-mail; 5) discussing with potential borrowers possible rates, terms, and conditions of residential loans, including numerous topics requiring a license; and/or 6) advertising on websites, on business cards, and as attachments to e-mails that these unlicensed employees were qualified to answer questions from potential borrowers about Amerisave loans;

WHEREAS, the State Mortgage Regulators contend that certain unlicensed Amerisave employees engaged in certain mortgage loan activities without requisite supervision, direction and instruction by a licensed MLO and that a licensed MLO did not always assign, authorize and monitor the performance of clerical and support duties by Amerisave loan processors as required by the SAFE Act, 12 U.S.C. §§ 5101-5116 (hereinafter the "SAFE Act"), and its regulations, 12 CFR Part 1007 and 1008, Appendix C to Part 1008, and the corresponding enabling statutes in each of the Participating States; and

WHEREAS, the State Mortgage Regulators contend that certain unlicensed Amerisave employees engaged in the mortgage loan business from locations that were not licensed as branches in those Participating States that require branch licenses;

AMERISAVE'S CONTENTIONS

WHEREAS, Amerisave contends, as a general matter, that Amerisave and its employees, including its unlicensed employees, intended to comply with state licensing laws at all times, including those laws governing MLO and branch licenses, and admit no wrongdoing; and

WHEREAS, Amerisave contends that certain state laws applicable to the licensing of MLOs and branch offices are vague, subject to multiple interpretations, and inconsistent from state to state;

WHEREAS, Amerisave contends that the activities of its unlicensed employees and loan processors were designed to be compliant with the SAFE Act, its regulations, the corresponding enabling statutes in each of the Participating States, and admits no wrongdoing; and

NOW, THEREFORE, having negotiated this Agreement in order to resolve their contrary contentions and disputes without incurring the costs, inconvenience and delays

associated with protracted administrative proceedings and possible judicial review, the Parties hereby enter into this Agreement to resolve, by mutual agreement, the issues identified above.

COMPLIANCE MEASURES

1. Amerisave agrees that it will require any of its employees who engage in mortgage loan origination to take the necessary examinations, obtain the necessary education, and apply for the necessary mortgage origination licenses prior to engaging in any activities requiring a MLO license.

2. Amerisave agrees that it will not allow any employee to originate residential mortgage loans for Amerisave in any state in which that person is not licensed to originate residential mortgage loans.

3. Amerisave agrees that its unlicensed employees will engage in residential mortgage loan activities only to the extent such activities do not require a license under the statutes and regulations of the Participating States, and that they will be supervised, instructed, and directed by licensed MLOs, to the extent such supervision, instruction, and direction is required by applicable law.

4. Amerisave agrees that it will apply for and hold branch licenses for any locations for which the applicable Participating States require such a license.

5. Amerisave agrees that its corporate policies, procedures and controls will strictly adhere to the SAFE Act and its regulations and to the laws of each of the Participating States, to the extent those laws are applicable.

6. Amerisave agrees that this Agreement does not invalidate or otherwise make void any agreements previously entered into with any Participating State, to the extent such prior agreements do not conflict with the terms of this Agreement.

7. Amerisave agrees to ensure that: (i) all residential mortgage loans are originated by MLOs who are licensed in all states in which such licenses are required under applicable state law; and (ii) all mortgage applications are signed by the licensed MLOs responsible for such loans; and (iii) in states which require MLO licensing for solicitation activities, residential mortgage loans are only solicited by licensed MLOs.

8. Within a reasonable time, Amerisave will take the following steps to implement certain of the compliance terms in this Agreement:

- a. Amerisave will eliminate the position of SMP, and will offer current SMPs the opportunity to remain employed with Amerisave by becoming licensed MLOs.
- b. MLOs will be required to work from a licensed branch office or from Amerisave's licensed corporate headquarters in Atlanta, Georgia, unless a Participating State does not have a branch office licensing requirement.
- c. Amerisave may create one or more call centers staffed with Customer Service Representatives who will be supervised by licensed MLOs if required by applicable law, who will respond to general inquiries from potential and existing customers, and who will perform general customer service, administrative, and clerical activities as allowed under applicable federal and state law.
- d. Each Customer Service Representative staffing the call center will be an employee whose compensation will be based, in part, on compliance with Amerisave's policies and procedures and the quality of his or her customer service, and whose compensation will not be based on the volume of funded

loans.

- e. Customer Service Representatives will direct any potential borrower or customer who makes an inquiry, other than a general inquiry, to the Amerisave website or to an MLO licensed in the state where the property is located.

9. Amerisave agrees that, for one year following the Effective Date set forth in paragraph 18 of this Agreement, Amerisave will provide the Participating States with any script that it develops for use by its unlicensed employees when speaking with potential borrowers or customers. Participating States agree to notify Amerisave within 45 days of the receipt of any such script if the script presents any legal concerns for that Participating State.

10. Amerisave agrees that all mortgage loan records, including any correspondence associated with specific customer loan files, will be preserved and retained in the manner prescribed and to the extent required by applicable state and federal laws.

11. For purposes of assessing whether Amerisave has taken appropriate steps, in a timely manner, to implement the compliance terms of this Agreement, Amerisave agrees that:

- a. For one year following the Effective Date set forth in paragraph 18 of this Agreement, Amerisave will provide quarterly reports to representatives of the State Mortgage Regulators that will describe Amerisave's progress in licensing MLOs and branch offices; and
- b. Amerisave will contract with an independent third party, at Amerisave's expense, to conduct a compliance audit of a sample of Amerisave's total transactions in the period between 12 and 24 months after the Effective Date of this Agreement. If that audit suggests that Amerisave should take

significant additional steps to implement the compliance terms of this Agreement, Amerisave will contract for a second compliance audit, at Amerisave's expense, to be conducted on a sample of Amerisave's total transactions in the period between 12 and 24 months after the completion of the first compliance audit.

12. Nothing in this Agreement shall be interpreted to permit Amerisave or its employees to violate any provision of the SAFE Act or any applicable law or rule of the Participating States.

REPRESENTATIONS AND WARRANTIES

13. Amerisave represents to the State Mortgage Regulators that Amerisave is implementing measures to become fully compliant with its obligations under this Agreement, and that Amerisave will hereafter continue to comply with all regulatory requirements imposed by each individual State Mortgage Regulator.

SETTLEMENT PAYMENTS

14. Amerisave agrees to reimburse the Pennsylvania Department of Banking and Securities \$50,000 for investigative costs, which amount will be paid in one lump sum within ten days of the Effective Date of this agreement as defined in paragraph 18 below.

15. Amerisave agrees to make an aggregate settlement payment to the Participating States in the amount of \$2,231,934.81 US, which shall be apportioned among the State Mortgage Regulators as follows:

Alaska- \$8,351.85 US; Arizona- \$59,722.82 US; California- \$566,584.48 US;
Connecticut- \$50,639.43 US; Georgia- \$120,075.59 US; Hawaii- \$13,269.48 US; Idaho-
\$14,143.28 US; Illinois- \$82,543.08 US; Indiana- \$32,513.28 US; Iowa- \$15,301.56

US; Kentucky- \$24,750.73 US; Louisiana- \$40,905.77 US; Maryland- \$94,512.03 US; Massachusetts- \$118,531.21 US; Mississippi- \$17,536.85 US; Missouri- \$31,233.07 US; Montana- \$8,412.81 US; Nebraska- \$10,729.38 US; New Jersey- \$173,946.03 US; New Mexico- \$19,264.12 US; North Carolina- \$107,375.09 US; North Dakota- \$3,759.35 US; Ohio- \$71,813.70 US; Oregon- \$41,495.07 US; Pennsylvania- \$129,362.20 US; South Carolina- \$34,017.02 US; South Dakota- \$4,003.20 US; Tennessee- \$50,700.39 US; Vermont- \$5,953.99 US; Virginia- \$139,969.65 US; Washington- \$71,041.51 US; West Virginia- \$14,102.63 US; Wisconsin- \$35,906.85 US; Wyoming- \$4,470.58 US; and the District of Columbia- \$14,996.75 US.

16. The settlement payments described in paragraphs 14 and 15 of this Agreement shall be made as follows:

- a. The payments described in paragraph 15 shall be made in equal semi-annual installments over a period of two years until the amount due each Participating State is fully paid. The first payment to each Participating State shall be made within ten days after execution of the Agreement, and the second payment shall be made six months after the execution of this Agreement. Additional semi-annual installment payments shall be made twelve months, eighteen months and twenty-four months after the execution of this Agreement.
- b. The payments will be made in accordance with the payment instructions provided by each of the Participating States.
- c. Amerisave and each Participate State acknowledge and agree that the allocation of the aggregate settlement payment described in paragraphs 14 and

15 of this Agreement is appropriate and that the total aggregate payments made to the Participating States under this Agreement shall not exceed \$2,300,000 inclusive of investigative costs.

17. Amerisave acknowledges that any surety bond(s) that it may maintain in each of the Participating States as a condition to maintaining Amerisave's mortgage license has been and continues to be a surety bond for payment of obligations of the type provided for in this Agreement. In the event that Amerisave fails to submit any payment(s) set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, Amerisave agrees that it will not object to the State Mortgage Regulators submitting a claim(s), nor attempt to defend or defeat such authorized claim(s), for any unpaid amount(s) against said surety bond(s).

GENERAL PROVISIONS

18. Effectiveness. This Agreement shall become effective immediately upon the date it is fully executed by all of the State Mortgage Regulators ("Effective Date").

19. Consent. Amerisave hereby knowingly, willingly, voluntarily and irrevocably consents to the execution of this Agreement (without any admission of liability) pursuant to the authority of the State Mortgage Regulators in each Participating State and agrees that it understands all of the terms and conditions contained herein. Amerisave, by voluntarily entering into this Agreement, waives any right to a hearing or appeal concerning the terms, conditions and/or payments set forth in this Agreement.

20. Public Record. The provisions of this Agreement shall become public upon the Effective Date of this Agreement.

21. Entire Agreement. This Agreement contains the whole agreement between the

Parties. There are no other terms, obligations, covenants, representations, statements, or conditions, of any kind whatsoever, concerning this Agreement.

22. Binding Nature. The terms of this Agreement shall be legally binding upon each State Mortgage Regulator and Amerisave'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: (a) any provision of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators collectively and Amerisave, or (b) there is a substantial change in federal or state law that would make further compliance with this Agreement unnecessary or unreasonable, in that Amerisave would be subject to requirements or prohibitions that would not apply to other mortgage lenders.

23. Standing and Choice of Law. Each State Mortgage Regulator has standing to enforce this agreement in the courts or administrative hearing process of the State Mortgage Regulator's home state. In the event of any disagreement between any State Mortgage Regulator and Amerisave regarding the enforceability or interpretation of this agreement or any Party's compliance therewith, the courts or administrative hearing process of the state of the State Mortgage Regulator shall have exclusive jurisdiction over the dispute, and the substantive and procedural laws of said State Mortgage Regulator's home state shall govern the interpretation, construction and enforceability of this agreement.

24. Counsel. This Agreement is entered into by the Parties upon full opportunity for legal advice from legal counsel.

25. Notices. Any notice or other communication that may or must be given by any of the Parties under this Agreement shall be in writing and shall be delivered by U.S. Mail, with a

secondary form of delivery by e-mail (where possible), fax or prepaid overnight courier to:

For notices to Amerisave:

Carol Poupart
President
Amerisave Mortgage Corporation
One Capital City Plaza
3350 Peachtree Road 10th Floor
Atlanta, GA 30326
Fax: (678) 500-7554
E-mail: cpoupart@amerisave.com

With a copy to:

Steven M. Kaplan, Esq.
K&L Gates LLP
1601 K Street, N.W.
Washington, D.C. 20006-1600
Fax: (202) 778-9100
E-mail: steven.kaplan@klgates.com

For notices to the Participating States and/or State Mortgage Regulators

Linda Carroll, Esq.
Deputy Chief Counsel
Pennsylvania Department of Banking and Securities
Office of Chief Counsel
17 N. Second Street, Suite 1300
Harrisburg, PA 17101
Fax: (717) 783-8427
E-mail: licarroll@pa.gov

With a copy to:

Steven C. Sherman, Esq.
Financial Legal Examiner Supervisor
Washington Department of Financial Institutions
Division of Consumer Services
Enforcement Unit
P.O. Box 41200
Olympia, WA 98504
Fax: 360-664-2258
E-mail: Steven.Sherman@dfi.wa.gov

Notices given to Linda Carroll and Steven Sherman as indicated above shall be effective notice as to all of the Participating States and/or State Mortgage Regulators.

26. Privilege. None of the Parties hereto waives or intends to waive any applicable attorney-client, work product privilege, confidentiality, or any other protection applicable to any negotiations, statements, production of records, information or proceedings relative to this Agreement. This provision shall survive termination of this Agreement.

27. Limited Release. This Agreement is the complete document representing the resolution of any and all disputes between the Parties concerning all mortgage loan activities within the scope of the Multi-State Examination of Amerisave and/or the State Mortgage Regulators' follow-up investigation of the activities of Amerisave unlicensed employees and unlicensed branch locations. Neither Amerisave nor any of its owners, directors, officers, employees, successors or assigns will be subject to any related examination or enforcement claims or actions by the State Mortgage Regulators concerning any mortgage loan activities within the scope of the Multi-State Examination or the State Mortgage Regulators' follow-up investigation that occurred prior to the Effective Date of this Agreement. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules and regulations under their jurisdictions against Amerisave regarding any mortgage loan activities outside the scope of this Agreement, the Multi-State Examination or the State Mortgage Regulators' follow-up investigation or that occurred after the Effective Date of this Agreement.

28. Other Enforcement Action.

- a. Notwithstanding any other relief to the contrary, if Amerisave fails to comply with any of the terms and conditions set forth above, the State Mortgage Regulators may pursue any action allowed by law

concerning such failure, including, but not limited to, revocation of any license of Amerisave, imposition of any fine against Amerisave, or any other remedy allowed by law. Further, the parties acknowledge and agree that any such failure by Amerisave to comply with this Agreement with respect to a particular State shall be treated as a violation of an order of the State Mortgage Regulator of such State and may be enforced as such.

- b. Amerisave 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 regarding matters within this Agreement.

29. Authorization. The persons below are authorized to execute this Agreement and to legally bind the Parties on behalf of whom they execute this Agreement.

30. Counterparts. 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 an originally signed Agreement.

31. Titles. 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.

WHEREFORE, in consideration of the foregoing, including the recital paragraphs, the State Mortgage Regulators and Amerisave, intending to be legally bound, do hereby execute this Agreement.

FOR AMERISAVE MORTGAGE CORPORATION:

Carol Poupert
(Officer Signature)

CAROL Poupert
(Officer Name)

President
(Title)

Date: 7-31-13



Glenn E. Moyer

Glenn E. Moyer
Secretary of Banking and Securities
Commonwealth of Pennsylvania
Department of Banking and Securities
17 North 2nd Street, Suite 1300
Harrisburg, PA 17101-2290

Lorie L. Hovanec

Lorie L. Hovanec

Director, Division of Banking and Securities

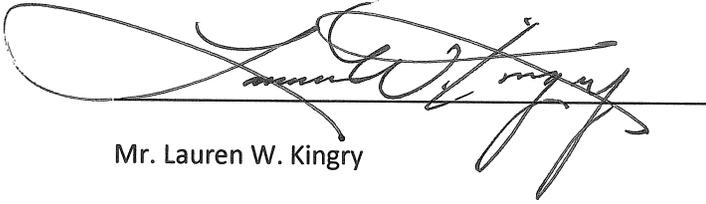
Alaska Department of Commerce, Community and Economic Development

550 W. Seventh Ave. Suite 1850

Anchorage, Alaska 99501

Date:

July 1, 2013

A handwritten signature in black ink, appearing to read "Lauren W. Kingry", is written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

Mr. Lauren W. Kingry

Superintendent

Arizona Department of Financial Institutions

2910 N. 44th Street, Suite #310

Phoenix, Arizona 85210



Mr. Lauren W. Kingry

Superintendent

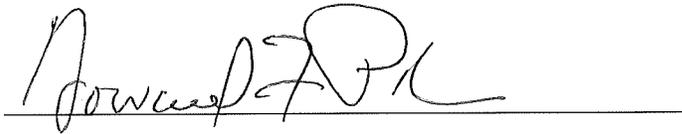
Arizona Department of Financial Institutions

2910 N. 44th Street, Suite #310

Phoenix, Arizona 85210

June 19, 2013

I wish to execute the Amerisave Settlement Agreement.

A handwritten signature in black ink, appearing to read "Howard F. Pitkin", is written above a solid horizontal line.

Howard F. Pitkin
Banking Commissioner
Connecticut Department of Banking
260 Constitution Plaza
Hartford, CT 06103

Notice of Intent to Execute Settlement Agreement

I, William P. White, as Commissioner of the D.C. Department of Insurance Securities and Banking, intend to execute the Settlement Agreement and Order with Amerisave Mortgage Corporation on behalf of the District of Columbia.



William P. White
Commissioner
Department of Insurance, Securities and Banking
810 First Street, N.E., Suite 701
Washington, D.C. 20002

Date: June 21, 2013

FOR GEORGIA DEPARTMENT OF BANKING AND FINANCE:



(Officer Signature)

Stephen S. Pleger

(Officer Name)

Interim Commissioner

(Title)

Department of Banking and Finance
State of Georgia
2990 Brandywine Road, Suite 200
Atlanta, Georgia 30341

(Agency)

Hawaii Division of Financial Institutions
Department of Commerce and Consumer Affairs



Iris Ikeda Catalani
Commissioner

**SETTLEMENT AGREEMENT AND ORDER
AMERISAVE MORTGAGE CORPORATION**

Date: June 19, 2013

James M. Schipper, Superintendent

A handwritten signature in black ink, appearing to read "Rodney E. Reed", is written over a solid horizontal line.

By: Rodney E. Reed, Deputy Superintendent

Bureau Chief of Professional Licensing and Regulation and Finance Bureau

Iowa Division of Banking

200 East Grand Avenue, Suite 300

Des Moines, Iowa 50309

FOR AMERISAVE MORTGAGE CORPORATION:



(Officer Signature)

GAVIN M. GEE

(Officer Name)

DIRECTOR, IDAHO DEPT. OF FINANCE

(Title)

Date: 6/19/13

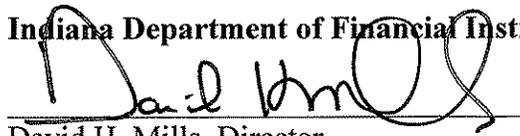
Pursuant to delegated authority.

Dated this 24th day of June, 2013.



Manuel Flores
Acting Secretary
Illinois Department of
Financial and Professional
Regulation
100 West Randolph, 9th Floor
Chicago, Illinois 60601

Indiana Department of Financial Institutions

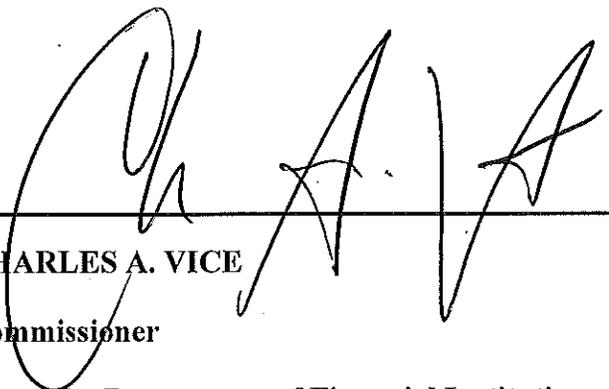


David H. Mills, Director

Date: Jun 26, 2013

**[SIGNATURE PAGE FOR SETTLEMENT AGREEMENT AND ORDER
AMERISAVE MORTGAGE CORPORATION]**

**SETTLEMENT AGREEMENT AND ORDER
AMERICAVE MORTGAGE COPORATION**

A large, stylized handwritten signature in black ink, appearing to read 'C.A. Vice', is written over a horizontal line.

Date: 6-21-2013

CHARLES A. VICE

Commissioner

Kentucky Department of Financial Institutions

1025 Capital Center Drive, Suite 200

Frankfort, KY 40601

(502) 573-3390

Re: Settlement Agreement and Order – AmeriSave Mortgage Corporation

A handwritten signature in black ink that reads "John Ducrest". The signature is written in a cursive style with a long horizontal stroke at the end.

John Ducrest, Commissioner
Louisiana Office of Financial Institutions

FOR THE COMMONWEALTH OF MASSACHUSETTS DIVISION OF BANKS



David J. Cotney
Commissioner of Banks

Commonwealth of Massachusetts Division of Banks
1000 Washington Street, Floor 10
Boston, MA 02118-6400

SETTLEMENT AGREEMENT AND ORDER

AMERISAVE MORTGAGE CORPORATION

Date: June 20, 2013

Mark Kaufman, Commissioner of Financial Regulation



Department of Labor Licensing and Regulation

Financial Regulation

500 N. Calvert Street, suite 402

Baltimore, MD 21201

**RESPONSE FORM FOR SIGNING
THE SETTLEMENT AGREEMENT
RE: AMERISAVE MORTGAGE CORPORATION**

Yes, I wish to join the agreement

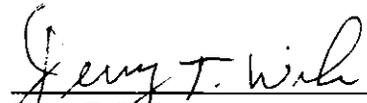
No, I do not wish to join the agreement

Date: June 19, 2013


Richard J. Weaver
Commissioner of Finance
Missouri Division of Finance
P. O. Box 716
Jefferson City, Missouri 65102

Department of Banking and Consumer Finance
P. O. Box 23729, Jackson, MS 39225-3729

501 North West Street
901 Woolfolk Building, Suite A
Jackson, MS 39201



Jerry T. Wilson
Commissioner

FOR THE STATE OF MONTANA:



(Officer Signature)

Melanie G. Hall

(Officer Name)

Commissioner, Div. of Banking and Fin. Inst.

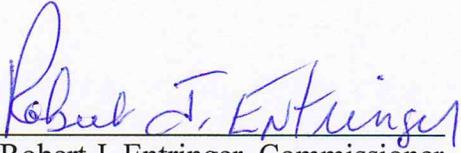
(Title)

Date: 6/18/13

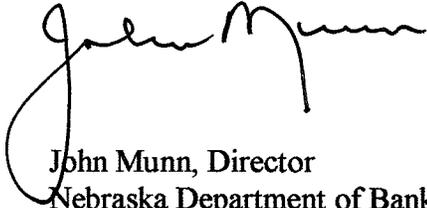
Re: Settlement Agreement and Order – AmeriSave Mortgage Corporation

A handwritten signature in purple ink, appearing to read 'Ray Grace', with a long horizontal line extending to the right.

Ray Grace, Chief Deputy Commissioner
North Carolina Office of the Commissioner of Banks

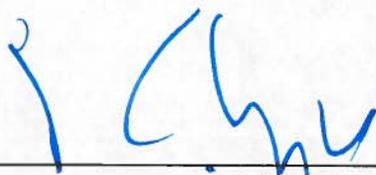


Robert J. Entringer, Commissioner
North Dakota Department of Financial Institutions
2000 Schafer Street, Suite G
Bismarck, ND 58501-1204

A handwritten signature in black ink, appearing to read "John Munn". The signature is fluid and cursive, with a large initial "J" that loops around the first part of the name.

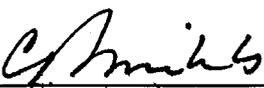
John Munn, Director
Nebraska Department of Banking and Finance
1230 O Street, Suite 400
Lincoln, NE 68508

For the New Jersey Department of
Banking & Insurance:



By: _____
KENNETH E. KOBYLowski, Commissioner
New Jersey Department of Banking & Insurance
20 West State Street – 5th Floor
P.O. Box 325
Trenton, New Jersey 08625-0325
Tel.: 609-633-7667
Fax: 609-292-3144

FOR AMERISAVE MORTGAGE CORPORATION:



(Officer Signature)

Cynthia Richards

(Officer Name)

Director of Financial Institutions

(Title)

Date: June 21, 2013

Re: Settlement Agreement and Order – AmeriSave Mortgage Corporation



Charles J. Dolezal, Superintendent
Ohio Division of Financial Institutions

Date: July 15, 2013

**STATE OF OREGON EXECUTION OF
SETTLEMENT AGREEMENT AND ORDER
IN THE MATTER OF AMERISAVE MORTGAGE CORPORATION**

Counterpart Execution

Dated this 13th day of June, 2013 at Salem, Oregon.

PATRICK M. ALLEN, Director
Department of Consumer and Business Services

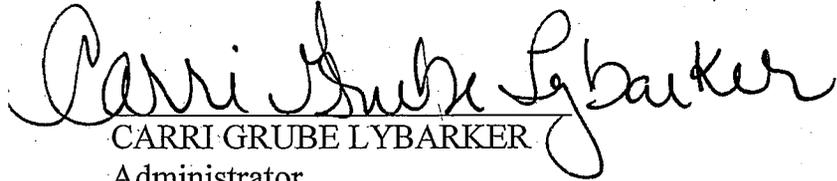


David C. Tatman, Administrator
Division of Finance and Corporate Securities

State of Oregon
Department of Consumer and Business Services
Division of Finance and Corporate Securities
PO Box 14480, Salem OR 97309 (Mail)
350 Winter St., NE, Salem OR 97301 (Physical)

MMC- AMERISAVE SETTLEMENT AGREEMENT

For the South Carolina Department of Consumer Affairs:

A handwritten signature in black ink that reads "Carri Grube Lybarker". The signature is written in a cursive style with a large initial "C".

CARRI GRUBE LYBARKER

Administrator

SC Department of Consumer Affairs

2221 Devine Street, Suite 200

PO Box 5757

Columbia, SC 29250

Tel.: 803-734-4233

Fax: 803-734-4229

A handwritten signature in black ink that reads "Bret Afdahl". The letters are cursive and fluid, with the first name "Bret" and last name "Afdahl" written in a single continuous line.

Bret Afdahl

Director

South Dakota Division of Banking

1601 N. Harrison Ave., Suite 1

Pierre, SD 57501

AmeriSave Settlement

6-20-13

Date



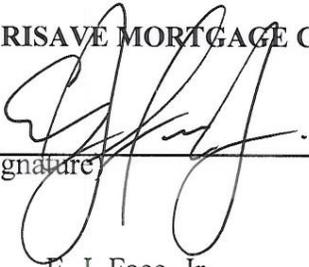
Greg Gonzales, Commissioner

Tennessee Department of Financial Institutions

414 Union Street, Suite 1000

Nashville, TN 37219

FOR AMERISAVE MORTGAGE CORPORATION:



(Officer Signature)

E. J. Face, Jr.

(Officer Name)

Virginia Commissioner of Financial Institutions

(Title)

Date: June 21, 2013

State of Vermont
Department of Financial Regulation
89 Main Street
Montpelier, VT 05620-3101

For consumer assistance:
[Banking] 888-568-4547
[Insurance] 800-964-1784
[Securities] 877-550-3907
www.dfr.vermont.gov

June 21, 2013

VIA EMAIL ONLY TO jprendergast@csbs.org

John M. Prendergast
Vice President Supervision
Conference of State Bank Supervisors
1129 20th St. NW, 9th Floor
Washington, D.C. 20036

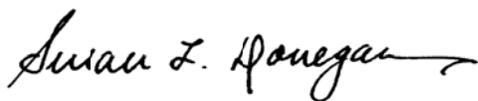
RE: Settlement Agreement and Order for Amerisave Mortgage Corporation

Dear Mr. Prendergast:

Please accept this letter as indication that the State of Vermont Department of Financial Regulation wishes to participate in the settlement in the above-captioned matter. Please keep my office informed of relevant developments.

Thank you for your assistance.

Sincerely,



Susan L. Donegan
Commissioner



A handwritten signature in black ink, appearing to read 'Scott Jarvis', is written over a horizontal line.

Scott Jarvis, Director
Washington State Department of Financial Institutions
PO Box 41200
Olympia, WA 98504-1200



State of Washington

DEPARTMENT OF FINANCIAL INSTITUTIONS

P.O. Box 41200 • Olympia, Washington 98504-1200

Telephone (360) 902-8700 • TDD (360) 664-8126 • FAX (360) 586-5068 • <http://www.dfi.wa.gov>

Scott Jarvis, Director
Department of Financial Institutions
PO Box 41200
Olympia, WA 98504-1200

**Settlement Agreement and Order
Amerisave Mortgage Corporation**

For the Wisconsin Department of Financial Institutions:

A handwritten signature in blue ink, appearing to read "Peter Bildsten", with a long horizontal flourish extending to the right.

Peter Bildsten, Secretary
Dept. of Financial Institutions
201 W. Washington Ave Ste 500
P O Box 8861
Madison WI 53708-8861

A handwritten signature in black ink that reads "Sara M. Cline". The signature is written in a cursive style with a large initial 'S' and 'C'.

Sara M. Cline
Commissioner

West Virginia Division of Financial Institutions
900 Pennsylvania Ave., Suite 306
Charleston, WV 25302-3542



Albert L. Forkner, Commissioner

Wyoming Division of Banking
122 W. 25th Street
Cheyenne, WY 82002



Date