SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into by and between Paul J. Mansdorf, Chapter 7 Trustee of the estate of Colfax Capital Corporation, f/k/a Rome Finance Co., Inc., Case No. 08-45902 MEH, filed in the United States Bankruptcy Court for the Northern District of California, Oakland Division; Colfax Capital Corporation, f/k/a Rome Finance Co., Inc.; Culver Capital, LLC (f/k/a Rome Finance Company [GA], LLC); William Collins; Ronald Wilson; the Attorneys General for the States of Colorado, Delaware, Florida, Georgia, Kentucky, Indiana, Iowa, Massachusetts, Michigan, New York, North Carolina, Tennessee, and Vermont, and the Consumer Financial Protection Bureau, and is based upon the following recitals:

DEFINITIONS

I. "Administrative Consent Order" shall mean the form of the document attached hereto as Exhibit B.

II. "Affected Consumer" shall mean a consumer who executed a financial agreement or dealer retail installment contract that constitutes a Rome Finance Contract.

III. "Agreement" shall mean this Settlement Agreement and Release.

IV. "Bankruptcy Case" shall mean *In re Colfax Capital Corporation fdba Rome Finance Co., Inc.*, No. 08-45902 MEH 7 pending in the United States Bankruptcy Court for the Northern District of California, Oakland Division.

V. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the Northern District of California, Oakland Division.

VI. "CFPB" shall mean the Consumer Financial Protection Bureau.

VII. "Colfax" shall mean Colfax Capital Corporation, f/k/a Rome Finance Co., Inc.

VIII. "Combined Assets" shall mean the assets of Culver, whether owned in its own name or any other name without limitation, consolidated with the Colfax bankruptcy estate and yielded to the Trustee for administration of this comprehensive civil settlement. For the avoidance of doubt, the Combined Assets shall include any Rome Finance Contracts assigned to the Colfax estate or otherwise disposed of in accordance or in connection with the terms of this Agreement, and are believed to represent over 12,546 financing agreements that total approximately $60,111,358 million and are primarily with United States military servicemembers. "Rome Liquidating Trust Contracts," defined below, are expressly not considered part of the "Combined Assets" but are being similarly administered outside the context of this Settlement Agreement.

IX. "Rome Liquidating Trust" shall mean the trust that was established pursuant to the Rome Liquidating Trust Agreement made as of December 20, 2011, in accordance with the

Compromise Plan of Reorganization in the Chapter 11 case, *In re Rome Finance Co., Inc.*, No. 08-45902 EDJ, pending in the United States Bankruptcy Court for the Northern District of California.

X. "Rome Liquidating Trust Contracts" shall mean all outstanding financing agreements or dealer retail installment contracts, whether performing or not, originated, generated, purchased, or otherwise owned, assigned to, or serviced by Rome Finance that are held under the Rome Liquidating Trust. The Rome Liquidating Trust holds over 5,333 financing agreements that total approximately $31,504,953 million and are primarily with United States military servicemembers.

XI. "Consumer Lending" shall mean (1) granting a consumer the right, for primarily personal, family, or household purposes, to defer payment of a debt, incur debt and defer its payment, or purchase property or services and defer payment for such purchases and/or (2) purchasing accounts or debts generated as described in subsection (1), above. Consumer Lending shall not include any act or omission related to the granting or collection of any receivable owed to a business, person, or other entity whose primary business or personal purpose is not to engage in Consumer Lending.

XII. "Culver" shall mean Culver Capital, LLC f/k/a Rome Finance Company (GA), LLC.

XIII. "Debtor" shall mean Colfax Capital Corporation f/k/a Rome Finance Co. Inc.

XIV. "Effective Date" shall mean the date upon which the order approving this Agreement becomes a final order of the Bankruptcy Court that is no longer subject to appeal.

XV. "Parties" shall mean, collectively, the States, the CFPB, the Debtor, Culver, the Trustee, William Collins and Ronald Wilson.

XVI. "Rome Finance" shall mean Colfax and Culver collectively, but not the Trustee.

XVII. "Rome Finance Contracts" shall mean all outstanding financing agreements or Dealer Retail Installment Contracts (DRICs) whether performing or not, originated, generated, purchased, or otherwise owned, assigned to, or serviced by Rome Finance, including without limitation the financing agreements and DRICs that are part of the Combined Assets. Rome Finance Contracts includes but is not limited to all of those contracts listed in the attached Exhibit A, which is comprised of all active contracts known to the parties.

XVIII. "States" shall mean Attorneys General for the States of Colorado, Delaware, Florida, Georgia, Kentucky, Indiana, Iowa, Massachusetts, Michigan, New York, North Carolina, Tennessee, and Vermont. With regard to Georgia, the Administrator of the Fair Business Practices Act, appointed pursuant to O.C.G.A. § 10-1-395, is statutorily authorized to undertake consumer protection functions for the State of Georgia. References to the "States," "Parties," or "Attorneys General," with respect to Georgia, shall mean the Administrator of the Fair Business Practices Act.

XIX. "Trustee" shall mean Paul J. Mansdorf, as Chapter 7 Trustee for the Debtor.

RECITALS

A. On October 15, 2008, Rome Finance Co., Inc. filed a voluntary Chapter 11 bankruptcy petition. In February 2009, David Bradlow was appointed Chapter 11 Trustee. On December 5, 2011, the Court entered its Order Confirming Chapter 11 Compromise Plan. Thereafter, Rome Finance Co., Inc. changed its name to Colfax Capital Corporation. On June 25, 2012, a Final Decree was entered and the case was closed. On January 13, 2013, the Court entered its Order Reopening Case. On September 27, 2013, the Debtor's Chapter 11 case was converted to one under Chapter 7 and Paul J. Mansdorf was duly appointed Chapter 7 Trustee. On October 4, 2013, the Court entered its Order Denying Motion for Reconsideration that had been filed by the Debtor. The orders reopening the case, converting the case, and denying the motion for reconsideration are all on appeal.

B. Colfax is the sole shareholder of Culver Capital, LLC, f/k/a Rome Finance Company (GA), LLC.

C. Ronald Wilson co-founded Colfax in 1977 and took over operations in 1982 when his co-founder died. Wilson was the President, CEO, and sole shareholder of Colfax until December 2011 when he relinquished his control pursuant to the Reorganization Plan. Wilson continues to be a stockholder in Colfax. Wilson was also an owner and managing member of Culver until divesting his interest and transferring ownership to Colfax in January 2012 as part of the Reorganization Plan.

D. William Collins was an owner/managing member of Culver since May 2006 and had loaned substantial amounts of money to Culver and Colfax since the early 1990s for the purchase of the Rome Finance contracts.

E. It has been asserted that Rome Finance has violated multiple state and federal consumer financial protection laws under which the States and the CFPB are empowered to seek both legal and equitable relief, including injunctive relief, restitution, damages, penalties and costs from any person or entity who has committed violations of law.

F. It is alleged that Rome Finance fraudulently and illegally financed consumer purchases for military members by operating as an unlicensed lender in violation of state laws, failed to provide accurate truth in lending disclosures to consumers, deceptively understated interest rates on consumer loans, falsely claimed loans were collateralized, and otherwise violated state and Federal consumer financial protection laws. The alleged illegality includes, among other violations, usury, unlicensed lending, unfair, deceptive, or abusive acts or practices, deception in the sale of and financing of consumer goods, and violations of the Military Lending Act, Truth in Lending Act, and other statutes.

G. Rome Finance provided financing agreements, also called Dealer Retail Installment Contracts ("DRICs") to vendors of consumer products. It is alleged that these contracts artificially inflated the disclosed price of the goods sold to hide the true amount

of the finance charge imposed. It is further alleged that Rome Finance required servicemembers to repay their purchase obligations by allotment from their military paychecks, and also provide access to personal bank accounts as a secondary payment method. The States and the CFPB assert Rome Finance further required disclosure of a service member's commanding officer, with contact information.

H. The Parties recognize that the States and the CFPB are empowered to bring actions to, among other things, restrain violations of consumer protection laws including deceptive, unfair, or abusive acts or practices. Rome Finance, in the interest of finality and resolution of the matter, and without admitting or denying any wrongdoing, consents to this Agreement and the Administrative Consent Order attached as Exhibit B, which is incorporated herein by reference.

I. The Parties to this Agreement wish to resolve their existing disputes. This Agreement is between the Attorneys General of the States of Colorado, Delaware, Florida, Georgia, Kentucky, Indiana, Iowa, Massachusetts, Michigan, New York, North Carolina, Tennessee, and Vermont, the Consumer Financial Protection Bureau, the Trustee, and Rome Finance. The Parties also intend for certain entities and individuals who are not parties to this Agreement to benefit from the terms of this Agreement.

J. The resolution described in this Agreement is subject to, and conditioned upon approval by the Bankruptcy Court, as well as the approval of the compromise between the Trustee and Colfax/Culver.

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. The Parties agree to provide continued cooperation and will take all reasonable and/or appropriate steps to assist in full implementation of this Agreement.

2. Culver will be substantively consolidated with the Colfax bankruptcy estate and the Culver principals and counsel will cooperate with such substantive consolidation as reasonably requested by the Trustee, including but not limited to, the entry of a judgment of substantive consolidation on the Counterclaim.

3. The parties to this agreement understand that the enforceability, validity, or collectability of Rome Finance Contracts are disputed, that the amounts due on the Rome Finance Contracts are disputed, and as a result, upon joinder and incorporation of the Combined Assets, to the extent not already done, Rome Finance, the Trustee, and when acting on their behalf, their officers, agents, servants, and employees, shall permanently cease and desist from collecting on any Rome Finance Contracts. Any payments previously made shall be deemed in full satisfaction thereof as respects the bankruptcy estate. Deeming the Rome Finance Contracts as fully paid does not limit the rights, if any, of Affected Consumers to file timely proofs of claim in the Bankruptcy Case. Pursuant to approval by the Bankruptcy Court, said disposition shall constitute administration of said property rather than abandonment from the

bankruptcy estate.

4. The Trustee, with the assistance of Rome Finance to the extent those entities are not yet suspended, will reject any future allotment payments on the Rome Finance Contracts. In addition, without delay, the Trustee will send a notice as provided in the Administrative Consent Order (Exhibit B) to all Affected Consumers whose financing agreements are subject to collection cessation pursuant to this Agreement, to the extent that such Affected Consumers' addresses have been provided to the Trustee prior to the closing of the Bankruptcy Case. That notice shall be sent to the consumers' last known addresses and shall explain that the financing agreements are no longer being collected in the bankruptcy estate of defunct businesses, that their validity is in bona fide dispute as asserted by the States and the CFPB, and that no further payments are required nor will be accepted.

5. Upon fulfilling the obligations outlined in paragraphs 2-4 above, the Trustee shall update the consumer reporting agencies (to whom Rome Finance routinely furnished information about consumers) to record each Affected Consumer as paid as agreed.

6. The Parties agree that Rome Finance, William Collins, and Ronald Wilson, whether acting directly or indirectly, alone or in concert with others, shall permanently cease and desist from by any means whatsoever conducting any business, new or otherwise, in any aspect of the field of Consumer Lending, including but not limited to consulting, purchasing, servicing, collecting upon, or receiving compensation or monies directly or indirectly from the activities involved in Consumer Lending.

7. Rome Finance will take immediate steps to cause or permit the business entities' status to be suspended permanently and forfeited by the appropriate governmental agencies and will not restore nor operate these business entities or their activities. The Parties further agree that they shall not use, sell, transfer, or otherwise provide to any other person any intellectual property of Rome Finance, including but not limited to corporate and brand names, copyrights, trademarks, telephone numbers, customer lists, methods of doing business, promotional, and operational systems and coding, text and design.

8. The Parties agree that William Collins, Ronald Wilson, and when acting on their behalf, their officers, agents, servants, and employees who have actual notice of the final order of the Bankruptcy Court by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, sale, or performance of any consumer financial product or service, shall not violate any state or Federal consumer financial protection law, including but not limited to the Truth In Lending Act, Military Lending Act, and Consumer Financial Protection Act.

9. Upon the Effective Date, the Trustee, Rome Finance, Ronald Wilson, and William Collins shall each execute and submit to the CFPB the Stipulation attached hereto as Exhibit C which will stipulate to the issuance of the Administrative Consent Order attached hereto as Exhibit B. Within seven (7) business days of receipt of the fully executed Stipulation, the CFPB will submit the Administrative Consent Order for approval by the Director of the CFPB.

10. The Trustee and Rome Finance shall consent to an allowed prepetition general unsecured claim for equitable monetary relief against Rome Finance (but not the Trustee) and in favor of the States which claim shall be equal to and not exceed the total of payments made to Rome Finance by consumers pursuant to the DRICs. The claim provided for herein shall be in addition to, and does not replace, claim No. 331 in the amount of $1,395,000 filed by the State of Tennessee in the chapter 11 case. Any funds paid on account of any such proofs of claim filed by the State of Tennessee or any other State shall be deposited as directed by the States. Rome Finance shall have no right to challenge the States' choice of remedies, and shall have no right to contest the manner of distribution chosen by the States.

11. The Trustee shall pay the sum of $1.00 by check to the CFPB as a civil money penalty on behalf of the Debtor as set forth in the Administrative Consent Order.

12. Any and all appeals filed by the Debtor and/or Culver in the Bankruptcy Case will be immediately dismissed by the Debtor and/or Culver. This paragraph shall not require any attorney representing any Party to dismiss or withdraw any appeal of any order with which the attorney is personally obligated to comply.

13. This Agreement is conditioned upon entry of a final order of the Bankruptcy Court approving the compromise provided for in this Agreement, and the entry of a final order of the Bankruptcy Court approving the compromise between the Trustee and Colfax/Culver. For purposes of this Agreement, the order shall be deemed final fourteen days after docketing of an unstayed order authorizing the compromise.

14. The parties agree that upon the latter of: (1) full execution of this Agreement and the obligations created thereunder, including but not limited to execution of the Stipulation in Exhibit C; and (2) the entry of a final order approving the compromise and the entry of a final order of the Bankruptcy Court approving the compromise between the Trustee and Colfax/Culver, the Agreement will be accepted as full and complete satisfaction of any and all claims of the Parties, each against the other. With the exception of those matters provided for by way of this Agreement, the purpose of the resolution described in this Agreement is to conclude any and all civil investigations and litigation between Rome Finance, the released parties, the States, and the CFPB. Upon the entry of a final order approving this Agreement, the States and the CFPB, as applicable, will dismiss with prejudice all civil actions against the Released Parties.

15. The provisions of this Agreement shall be binding upon the Colfax Capital Corporation bankruptcy estate, Rome Finance, Ronald Wilson and William Collins. The Agreement shall remain in full force and effect notwithstanding any dismissal or conversion of the pending Bankruptcy Case.

16. In consideration for the releases and consideration set forth herein, the States and the CFPB release and discharge Rome Finance, Ronald Wilson, and William Collins from all potential civil liability for violations of law that have been or might have been asserted by the States or the CFPB based on the practices described in the Recitals section of this Agreement, and as described in the Administrative Consent Order, to the extent such violations occurred prior to the Effective Date and are known to the States or the CFPB as of the Effective Date. Notwithstanding the foregoing, the practices described in this Agreement and in the

Administrative Consent Order may be utilized by the States or the CFPB in future enforcement actions against Rome Finance and its affiliates, Ronald Wilson, and William Collins, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release shall not preclude or affect any right of the States or the CFPB to determine and ensure compliance with the terms and provisions of the Agreement or Administrative Consent Order, or to seek penalties for any violations of the Agreement or Administrative Consent Order.

17. All notices or other documents required under this Agreement shall be in writing and delivered personally or mailed by first-class mail, postage prepaid, to the parties as follows:

Trustee:
Paul J. Mansdorf
Trustee of the Estate of Colfax Capital Corporation
c/o Jeremy W. Katz
shierkatz RLLP
930 Montgomery Street, 6th Floor
San Francisco, California 94133

On Behalf of the Attorneys General:
Deanna R. Nelson, Assistant Attorney General In Charge
New York Attorney General's Office
Dulles State Office Building
317 Washington Street, 10th Floor
Watertown, New York 13601

Ward Zimmerman, Special Deputy Attorney General
North Carolina Attorney General's Office
114 West Edenton Street
Raleigh, North Carolina 27603

Olha Rybakoff, Senior Counsel
Tennessee Attorney General's Office
P.O. Box 20207
Nashville, Tennessee 37202-0207

On Behalf of CFPB:
Laura Schneider, Enforcement Attorney
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, D.C. 20580

On Behalf of Rome Finance/Culver:
John H. Bedard, Jr.
Bedard Law Group, P.C.
2810 Peachtree Industrial Blvd., Suite D
Duluth, Georgia 30097

On Behalf Of Ronald Wilson:
Lionel Hector
Hector Law
One Public Square, Suite 27
Watertown, New York 13601

On Behalf Of William Collins:
Stephen W. Gebo
Conboy, McKay, Bachman & Kendall, LLP
407 Sherman Street
Watertown, New York 13601-3999

18. The parties to this Agreement hereby represent and warrant that they have not assigned or otherwise transferred any claim they may have had against the other, or asserted any such claim in any other action or proceeding.

19. The provisions of this Agreement shall be enforceable only by all Parties, separately or jointly, in any appropriate court of law. Notwithstanding the foregoing, any effort to enforce this Agreement against the Trustee must be brought in the Bankruptcy Case in the Bankruptcy Court while the Case remains open. No enforcement action against the Trustee may be brought after he has been discharged and his bond exonerated. Any violation of this Agreement may result in the imposition of any legal or equitable relief allowable under applicable law.

20. In connection with the preparation, review, and approval of this Agreement, each party shall bear its own costs and attorneys' fees.

21. The parties to this Agreement acknowledge that no promise or inducement has been offered except as herein set forth and that they execute this Agreement without reliance upon any statement or representation by any of the other parties or their representatives concerning the nature and extent of the injuries and/or damages and/or legal liability therefor.

22. This Agreement constitutes the entire agreement between the parties concerning all matters. This Agreement may be amended only by written agreement, signed by the party or parties to be bound by the amendment. Parole evidence shall be inadmissible to show agreement by and among the parties to any term or condition contrary to or in addition to those terms and conditions contained in this Agreement. The parties stipulate and agree that if any non-material provision of this Agreement is found by any court to be unenforceable, such non-material provision shall be deemed inoperative and stricken from the Agreement, and the remainder of the Agreement shall remain in effect and binding on the Parties.

23. This Agreement shall be construed broadly to accomplish the intent and purpose of the parties, as such intent and purpose is stated above.

24. The parties to this Agreement acknowledge that (a) they have read this Agreement, (b) they understand the force and effect of this Agreement, and (c) they have agreed to sign and enter into this Agreement freely and willingly after opportunity to consult with counsel.

25. This Agreement may be executed in counterparts by the parties hereto, each of which shall be deemed an original, and which together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all parties.

26. This Agreement shall be deemed for all purposes to have been drafted by all the parties hereto. There shall be no presumption against or by reason of the identity of the drafter.

27. Nothing in this Agreement shall be construed as allowing William Collins, Ronald Wilson, Rome Finance, its officers, or its employees to violate any law, rule, or regulation.

28. Subject to Bankruptcy Court approval, after notice and a hearing as provided for by 11 U.S.C. § 102, each person executing this Agreement on behalf of an entity represents and warrants to the others that he/she has authority to execute this Agreement on behalf of and to bind the entity thereto.

29. This Agreement shall be binding upon, and shall inure to the benefit of, the predecessors, successors, heirs, receivers, and assigns of the parties, and each of them.

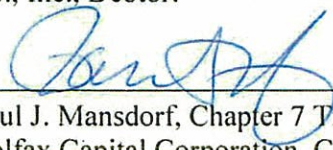
30. The parties, and each of them, agree to cooperate with each other and to take any and all actions and execute any and all documents, which actions and documents are reasonably necessary or appropriate to carry out the intents and purposes of this Agreement.

31. All of the allegations contained in this Agreement are made against Rome Finance and not against Paul J. Mansdorf, Trustee, either in his capacity as Chapter 7 Trustee of the bankruptcy estate of Colfax Capital Corporation or in his personal capacity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

Dated: 6/4/14

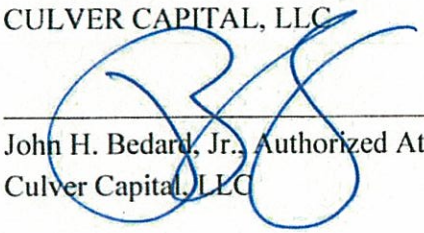
COLFAX CAPITAL CORPORATION, fdba as Rome Finance Co., Inc., Debtor:



Paul J. Mansdorf, Chapter 7 Trustee for
Colfax Capital Corporation, Case No. 08-45902 MEH

Dated: 6/4/14

CULVER CAPITAL, LLC



John H. Bedard, Jr., Authorized Attorney In Fact
Culver Capital, LLC

Dated:

William Collins, Individually

Dated:

Ronald Wilson, Individually

Dated:

RICHARD CORDRAY, DIRECTOR
CONSUMER FINANCIAL PROTECTION BUREAU

Laura Schneider, Senior Enforcement Attorney
Consumer Financial Protection Bureau

Dated:

JOHN W. SUTHERS
ATTORNEY GENERAL OF COLORADO

Julie Ann Meade, Administrator
Colorado Uniform Consumer Credit Code
Colorado Department of Law

Dated:

CULVER CAPITAL, LLC

_____

John H. Bedard, Jr., Authorized Attorney In Fact
Culver Capital, LLC

Dated: 2 June 2014

William Collins

William Collins, Individually

Dated:

_____

Ronald Wilson, Individually

Dated:

RICHARD CORDRAY, DIRECTOR
CONSUMER FINANCIAL PROTECTION BUREAU

_____

Laura Schneider, Senior Enforcement Attorney
Consumer Financial Protection Bureau

Dated:

JOHN W. SUTHERS
ATTORNEY GENERAL OF COLORADO

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Julie Ann Meade, Administrator
Colorado Uniform Consumer Credit Code
Colorado Department of Law

Dated:

CULVER CAPITAL, LLC

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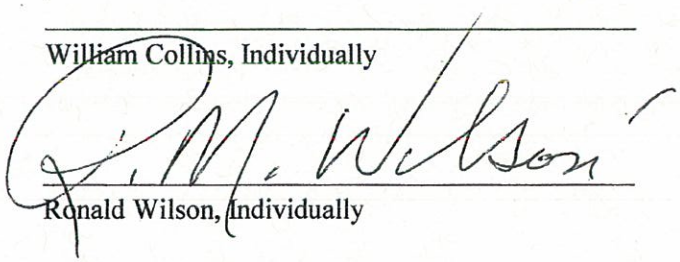
John H. Bedard, Jr., Authorized Attorney In Fact
Culver Capital, LLC

Dated:

_____

William Collins, Individually

Dated:
JUNE 2, 2014



Ronald Wilson, Individually

Dated:

RICHARD CORDRAY, DIRECTOR
CONSUMER FINANCIAL PROTECTION BUREAU

_____

Laura Schneider, Senior Enforcement Attorney
Consumer Financial Protection Bureau

Dated:

JOHN W. SUTHERS
ATTORNEY GENERAL OF COLORADO

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Colorado Uniform Consumer Credit Code
Colorado Department of Law

Dated:

CULVER CAPITAL, LLC

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John H. Bedard, Jr., Authorized Attorney In Fact
Culver Capital, LLC

Dated:

_____

William Collins, Individually

Dated:

_____

Ronald Wilson, Individually

Dated: 6/4/14

RICHARD CORDRAY, DIRECTOR
CONSUMER FINANCIAL PROTECTION BUREAU

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Laura Schneider, Senior Enforcement Attorney
Consumer Financial Protection Bureau

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Culver Capital, LLC

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William Collins, Individually

Dated:

Ronald Wilson, Individually

Dated:

RICHARD CORDRAY, DIRECTOR
CONSUMER FINANCIAL PROTECTION BUREAU

Laura Schneider, Senior Enforcement Attorney
Consumer Financial Protection Bureau

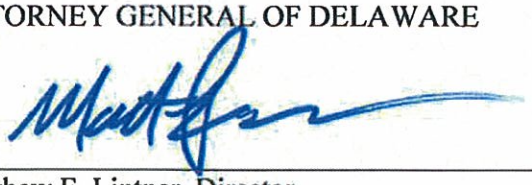
Dated: June 2, 2014

JOHN W. SUTHERS
ATTORNEY GENERAL OF COLORADO

Julie Ann Meade, Administrator
Colorado Uniform Consumer Credit Code
Colorado Department of Law

Dated: 6/2/14

JOSEPH R. BIDEN III
ATTORNEY GENERAL OF DELAWARE



Matthew F. Lintner, Director
Fraud and Consumer Protection Division
Delaware Department of Justice

Dated:

PAM BONDI
ATTORNEY GENERAL OF FLORIDA

William B. Armistead, Assistant Attorney General
Florida Office of the Attorney General

Dated:

JOHN D. SOURS, ADMINISTRATOR
GEORGIA FAIR BUSINESS PRACTICES ACT

Christine Hom, Staff Attorney
Georgia Governor's Office of Consumer Protection

Dated:

GREG ZOELLER
ATTORNEY GENERAL OF INDIANA

Abigail Lawlis Kuzma, Director and Chief Counsel
Consumer Protection Division
Indiana Office of the Attorney General

Dated:

JOSEPH R. BIDEN III
ATTORNEY GENERAL OF DELAWARE

Matthew F. Lintner, Director
Fraud and Consumer Protection Division
Delaware Department of Justice

Dated: 5/30/14

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GREG ZOELLER
ATTORNEY GENERAL OF INDIANA

5-30-14

_____
Abigail Lawlis Kuzma, Director and Chief Counsel
Consumer Protection Division
Indiana Office of the Attorney General

Dated: 5-30-14

THOMAS J. MILLER
ATTORNEY GENERAL OF IOWA

Kevin McCarthy, Special Assistant Attorney General
Iowa Office of the Attorney General

Dated:

JACK CONWAY
ATTORNEY GENERAL OF KENTUCKY

Todd Leatherman, Executive Director
Office of Consumer Protection
Kentucky Office of the Attorney General

Dated:

MARTHA COAKLEY
ATTORNEY GENERAL OF MASSACHUSETTS

Lisa Dyen, Assistant Attorney General
Massachusetts Office of the Attorney General

Dated:

BILL SCHUETTE
ATTORNEY GENERAL OF MICHIGAN

William R. Bloomfield, Assistant Attorney General
Michigan Department of the Attorney General

Dated:

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL OF NEW YORK

Deanna R. Nelson, Assistant Attorney General In Charge
New York State Attorney General's Office

Dated:

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Kentucky Office of the Attorney General

Dated: 5/30/14

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ATTORNEY GENERAL OF MASSACHUSETTS

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Massachusetts Office of the Attorney General

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Michigan Department of the Attorney General

Dated:

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL OF NEW YORK

_____
Deanna R. Nelson, Assistant Attorney General In Charge
New York State Attorney General's Office

Dated:

THOMAS J. MILLER
ATTORNEY GENERAL OF IOWA

Kevin McCarthy, Special Assistant Attorney General
Iowa Office of the Attorney General

Dated:

JACK CONWAY
ATTORNEY GENERAL OF KENTUCKY

Todd Leatherman, Executive Director
Office of Consumer Protection
Kentucky Office of the Attorney General

Dated:

MARTHA COAKLEY
ATTORNEY GENERAL OF MASSACHUSETTS

Lisa Dyen, Assistant Attorney General
Massachusetts Office of the Attorney General

Dated: 6/2/14

BILL SCHUETTE
ATTORNEY GENERAL OF MICHIGAN

William R. Bloomfield, Assistant Attorney General
Michigan Department of the Attorney General

Dated:

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL OF NEW YORK

Deanna R. Nelson, Assistant Attorney General In Charge
New York State Attorney General's Office

Dated:

THOMAS J. MILLER
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Kentucky Office of the Attorney General

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MARTHA COAKLEY
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Lisa Dyen, Assistant Attorney General
Massachusetts Office of the Attorney General

Dated:

BILL SCHUETTE
ATTORNEY GENERAL OF MICHIGAN

_____
William R. Bloomfield, Assistant Attorney General
Michigan Department of the Attorney General

Dated: 5-30-14

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL OF NEW YORK

_____
Deanna R. Nelson, Assistant Attorney General In Charge
New York State Attorney General's Office

Dated: June 2, 2014

ROY COOPER
ATTORNEY GENERAL OF NORTH CAROLINA

Ward Zimmerman, Special Deputy Attorney General
North Carolina Office of the Attorney General

Dated:

ROBERT E. COOPER, JR.
ATTORNEY GENERAL OF TENNESSEE

Olha N. M. Rybakoff, Senior Counsel
Consumer Advocate and Protection Division
Tennessee Office of the Attorney General

Dated:

WILLIAM SORRELL
ATTORNEY GENERAL OF VERMONT

Kate Whelley McCabe, Assistant Attorney General
Vermont Office of the Attorney General

Dated:

ROY COOPER
ATTORNEY GENERAL OF NORTH CAROLINA

Ward Zimmerman, Special Deputy Attorney General
North Carolina Office of the Attorney General

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Consumer Advocate and Protection Division
Tennessee Office of the Attorney General

Dated: 6/2/2014

WILLIAM SORRELL
ATTORNEY GENERAL OF VERMONT

Kate Whelley McCabe, Assistant Attorney General
Vermont Office of the Attorney General

ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF Fulton) ss.:

On this 2nd day of June 2014, before me came William Collins, to me known, who, being duly sworn did depose and say that he resides at 610 Athlone Court, Milton, Georgia; and that he signed his name to the attached Settlement Agreement, intending to be bound thereby.

Judy C. Hicks
Notary Public

JUDY C HICKS
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
DEC. 7TH 2014

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On June 2, 2014 before me, Adam Aubel Notary Public
(Here insert name and title of the officer)

personally appeared Ronald Wilson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADAM AUBEL
Commission # 2017279
Notary Public - California
San Diego County
My Comm. Expires Apr 1, 2017

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Settlement Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF _____) ss:

John H. Bedard, Jr., being duly sworn, deposes and says:

I am an attorney in fact for Culver Capital, LLC, a party described in and which executed the foregoing Settlement Agreement. I have executed the aforesaid instrument with the consent and authority of Culver Capital, LLC, and those responsible for acts of said entity, and duly acknowledge same.

John H. Bedard, Jr.
Authorized Attorney In Fact
Culver Capital, LLC

Sworn to before me this
4th day of June 2014

Notary Public

JONATHAN K. AUST
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Commission Expires Nov. 8, 2014