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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

STATE OF WASHINGTON, Plaintiff, v. HOUSEHOLD INTERNATIONAL, INC., a Delaware corporation Defendant.	NO. 02-2-35630-3 SEA CONSENT JUDGMENT AS TO HOUSEHOLD INTERNATIONAL, INC. (CLERK'S ACTION REQUIRED)

I. JUDGMENT SUMMARY

Judgment Creditor:	State of Washington
Judgment Debtors:	Household International, Inc.
Principal Judgment Amount:	$21,149,687.00 plus certain additional amounts for settlement administration and compliance monitoring. See Paragraphs IV(28)(C) & IV(30)(A)(5).
Costs & Attorneys Fees:	$606,000.00
Total Judgment	$21,755,687.00 plus certain additional amounts identified above.
Post Judgment Interest Rate	The higher of 12% per annum or 4 percentage points above average bill rate for 26-week T-Bills.
Attorneys for Judgment Debtors:	Daniel J. Dunne, Jr., Esquire Heller Ehrman White & McAuliffe, LLP 701 Fifth Avenue, Suite 6100 Seattle, Washington 98104 (206) 447-0900, Fax (206) 447-0849
Attorneys for Judgment Creditor:	Office of the Attorney General, David W. Huey, Assistant Attorney General.

It appearing to the Court that Plaintiff, State of Washington, acting by and through its Attorney General, its Director of Financial Institutions and its Commissioner of Insurance (collectively, "the State") and Defendant Household International, Inc., on behalf of itself, its direct and indirect subsidiaries, affiliates, officers, directors, employees, agents, related entities, successors, and assigns (collectively, "Household") have resolved the matters in controversy between them and have consented to the terms of this Judgment as follows:

II. DEFINITIONS

For purposes of this Consent Judgment, the following Definitions apply:

A. "Annual Percentage Rate" or "APR" means the measure of the cost of credit expressed as a yearly rate, calculated according to the provisions of the federal Truth-in-Lending Act, 15 U.S.C. §1601, *et seq.*, and the regulations promulgated thereunder.

B. "Balloon Payment" means a scheduled final payment that is more than twice as large as the average of earlier scheduled monthly payments.

C. "Potential Borrower" means an individual who is seeking or receiving information about real estate secured credit from Household.

D. "Borrower" means an individual who has consummated with Household a real estate secured loan transaction.

E. "Closing" means the process during which a Borrower executes a note and security instrument regarding a lien on real property that is subject to a mortgage loan.

F. "Consent Judgment" means any binding and enforceable judgment or other final agreement regarding the Lending Practices for the Covered Transactions between a Settling State and Household, whether judicial or administrative, styled as appropriate under each State's law.

G. "Covered Transactions" means the real estate secured loans, including Personal Homeowner Loans, and also includes those unsecured Live Check loans which were paid off with the proceeds of a Household real estate secured loan, originated by Household's retail lending branches during the period January 1, 1999 through September 30, 2002.

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H. "Discount Points" means points paid by the Borrower at the time of origination of a mortgage loan for the purpose of reducing the interest rate or time-price differential applicable to the loan.

I. "Home Equity Line of Credit" or "HELOC" means an open-end line of credit, as defined in Truth in Lending Regulation Z, 12 C.F.R. §226.2(a)(20), that is secured by real estate.

J. "HOEPA" means the federal Home Ownership and Equity Protection Act, 15 U.S.C. §1639, including subsequent amendments.

K. "Live Check" means an unsolicited negotiable check delivered by Household to a consumer who may receive an unsecured loan by negotiating the check.

L. "Open-end Credit" means an open-end line of credit as defined in Regulation Z, 12 C.F.R. § 226, including subsequent amendments.

M. "Personal Homeowner Loan" means the Household real estate secured loan product that is underwritten in a manner similar to unsecured loans.

N. "RESPA" means the federal Real Estate Settlement Procedures Act of 1974, 12 U.S.C. 2601 et seq., and Regulation X, promulgated pursuant thereto, 24 C.F.R. §3500, including subsequent amendments.

O. "Settling States" means the States or Commonwealths, including the District of Columbia, that file, on or before December 16, 2002, fully executed Consent Judgments resolving with Household the matters set forth herein.

P. "Subordinate Loan" means a loan secured by a lien on real property that is subject to one or more prior liens on the same real property.

Q. "TILA" means the federal Truth-in-Lending Act, 15 U.S.C. §1601 et seq., and Regulation Z, promulgated pursuant thereto, 12 C.F.R. §226, including subsequent amendments.

III. STIPULATED RECITALS

1. Defendant Household International, Inc. is a Delaware corporation headquartered in Prospect Heights, Illinois.

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2. In the ordinary course of business, direct or indirect subsidiaries of Household Finance Corporation, a subsidiary of Household International, Inc., have negotiated and entered into Covered Transactions with Borrowers.

3. State attorneys general and state financial regulators in this state and in other states received and investigated consumer complaints, and conducted examinations concerning the Covered Transactions. Those complaints, investigations and examinations related to Household's conduct with respect to the following lending practices (collectively, "the Lending Practices"):

A. Two real estate secured loans made at or near the same date to the same Borrower (i.e., "split loans"),

B. Loan points and origination fees,

C. Interest rates,

D. Monthly payment amounts,

E. Single premium credit and other insurance products,

F. Prepayment penalties,

G. Live checks,

H. Home equity lines of credit,

I. Loan billing practices relating to simple interest calculations,

J. Balloon payments,

K. Payoff information,

L. Non English language documentation, and

M. Net tangible benefit in loan refinancing.

4. Based upon these investigations and examinations in this and other states, the State has contemporaneously filed a complaint alleging that Household violated Chapter 19.86 RCW, the Washington Consumer Protection Act; Chapter 31.04 RCW, the Washington Consumer Loan Act; and Title 48 RCW, the Washington Insurance Code in connection with the Lending Practices for the Covered Transactions, and is seeking injunctive and other relief ("the Complaint"). Household waives formal service of process of the Complaint.

5. Household denies these allegations and has indicated that it would vigorously defend any attempt by the State to assert any claim based on the states' investigations. The

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State and Household recognize that any litigation would be protracted, and the result of the litigation would be uncertain.

6. In the interest of resolving the complaints, investigations and examinations in this and in other states, the parties entered into an agreement in principle dated October 9, 2002 ("the Agreement in Principle"), which provides for entry of this Consent Judgment.

7. The parties' agreement to enter into a Consent Judgment was contingent upon settlement with states representing at least 80% of the dollar volume of real estate secured loans originated by Household's retail lending branches between January 1, 1999 and September 30, 2002. This contingency has been satisfied because states filing fully executed Consent Judgments on or prior to December 16, 2002 constitute at least 80% of that dollar volume, as identified in Exhibit "A" attached to this Consent Judgment.

8. Household and the State have waived their right to appeal from this Consent Judgment and have entered into this Consent Judgment voluntarily and state that no promises of any kind were made to enter into this Consent Judgment, except as provided herein.

9. The State and Household have agreed on a basis for the settlement of the Complaint and stipulated to entry of this Consent Judgment between the parties without trial or the adjudication of the validity of any alleged issue of law or fact.

10. Household International, Inc. is a Delaware corporation which asserts as follows: that it appears herein in order to assure and guarantee the enforcement of the obligations of its various direct and indirect subsidiaries which are parties hereto, and further for the purpose of satisfying and accomplishing this Consent Judgment; that its appearance shall not constitute or be construed as a general submission to the jurisdiction of this state for any other purpose; that Household International, Inc. is and will be subject to this Court's jurisdiction for purposes of enforcement of this Consent Judgment only, and acts or conduct, if any, of Household International, Inc. in executing, fulfilling, or assisting in the fulfillment of this Consent Judgment shall not constitute a submission to this Court's jurisdiction for purposes other than the enforcement of this Consent Judgment. Household agrees to venue in King County (Washington) Superior Court for the purpose of satisfying and accomplishing this Consent Judgment.

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11. The State's Complaint in this matter states claims upon which relief could be granted under the provisions of Chapter 19.86 RCW, the Washington Consumer Protection Act; Chapter 31.04 RCW, the Washington Consumer Loan Act; and Title 48 RCW, the Washington Insurance Code.

12. The State and Household agree that all information provided by Household to the State, the Administrator or the Monitor, including the Monitor's Reports, in connection with this Consent Judgment or the investigations or examinations referred to in Paragraphs 3 and 4 of the Stipulated Recitals of this Consent Judgment is information provided in connection with an investigation or an examination of a financial institution or in settlement discussions.

13. Household and the State agree that the relief set forth in the Consent Judgment, including the amount of restitution and the injunctive relief, is a fair and reasonable settlement for the claims alleged by the State.

IV. ORDER

NOW, THEREFORE, based upon the advice and stipulation of the parties, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AS FOLLOWS:

1. Upon agreement of the parties, the Court hereby enters this Consent Judgment.

2. The Court shall retain jurisdiction to enforce the terms and conditions of this Consent Judgment.

3. For purposes of the relief set forth in this Consent Judgment, the Effective Date shall be deemed to be December 16, 2002.

RESTITUTION

4. *Settlement Fund.*

A. Household shall pay an amount determined in this Paragraph into an account identified by the State that is an interest-bearing fund for restitution ("the Settlement Fund"). Household and the State recognize that certain other Settling States have agreed to deposit restitution funds into the California Attorney General's Litigation Deposit Fund, which is an interest-bearing trust account administered by the Office of the

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California Attorney General (the "California Settlement Fund"). The total amount of Household's combined payments into the California Settlement Fund together with Household's payments to other settlement funds of Settling States not participating in the California Settlement Fund shall be a minimum total of $387,500,000 for Settling States representing 80% of the dollar volume of the Covered Transactions as provided in Exhibit A. If Settling States representing more than 80% of the dollar volume of the Covered Transactions as provided in Exhibit A enter a Consent Judgment, Household shall increase the combined amount of Household's payments into the California Settlement Fund together with Household's payments to other settlement funds of Settling States not participating in the California Settlement Fund to a maximum amount of $484,000,000.

B. Household shall pay into the Settlement Fund the amount of $21,149,687.00 as provided in Exhibit A. The State shall use the Settlement Fund solely to provide restitution to Borrowers or to pay those administrative costs not directly paid by Household, as set forth in the Administration Section below. The State shall have sole discretion to determine the manner in which it will provide restitution for the Lending Practices to Borrowers who had Covered Transactions, including criteria for choosing which Borrowers shall receive any restitution and the amount to distribute to each. The State will determine its own criteria for allocating restitution and other relief to a broad number of Borrowers. The restitution awarded under the terms of this Consent Judgment is not and shall not be considered as forgiven debt. Should there be residual funds remaining after initial distribution to Borrowers and payment of all administrative costs and expenses, such funds shall be distributed to Borrowers and shall not revert to the State, except that the State shall determine how to use any funds that are

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associated with un-negotiated settlement checks in accordance with state law.

C. Household shall fund the Settlement Fund in three equal installments. The amount of each of the three installments shall be one-third (1/3) of the amount to be deposited in the Settlement Fund. The first deposit shall be on or before January 15, 2003. The second deposit shall be on or before February 14, 2003. The third and final deposit shall be on or before March 17, 2003. The State shall send written notice to Household acknowledging receipt of the full amount of the funds to be deposited by Household under this Paragraph after receipt of the third and final payment.

D. All monies, including interest income, in the Settlement Fund shall be held in trust for the purposes stated in this Consent Judgment. Household shall have no property right, interest, claim, or title to the monies in the Settlement Fund or any interest earned thereon once they are deposited to the Settlement Fund.

E. The Settlement Fund is intended for restitution to Borrowers affected by the Lending Practices for the Covered Transactions, and for payment or reimbursement of administrative expenses that are not covered by Household under Paragraph 28 of this Consent Judgment, and does not include any monies for fines, penalties or punitive damages.

F. The State may apply some or all of its share of the Settlement Fund to purchase releases of open-end second liens on split loans currently outstanding with Household where a first real-estate secured loan and an open-end second real-estate secured loan were made to the same Borrower within a 90 day period and secured by the Borrower's residence. The release from the open-end second lien may be purchased from Household on the basis of the formulae provided by Household to the Settling States. Such formulae will furnish the Settling States the ability to obtain the release of the aforementioned liens for Borrowers on

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either an individual basis or as a group, depending on the Settling State's criteria for allocating restitution and other relief to Borrowers.

G. In one or more payments, the Attorney General shall disburse the full amount of the Settlement Fund, together with any accrued interest, to the Administrator selected pursuant to Paragraph 28 for purposes of disbursing restitution to Borrowers. The timing of such payments to the Administrator shall be at the sole discretion of the Attorney General.

H. The Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended.

5. *Prepayment Penalty Relief.* Household shall within 60 days of the Effective Date notify Borrowers of its unilateral amendment of the prepayment penalty provisions of all real estate secured loan agreements which were closed at its retail lending branches nationwide during the period from January 1, 1999 to September 30, 2002 and remain outstanding as of the Effective Date, to state that prepayment penalties are not payable after 24 months after origination, notwithstanding any provisions setting forth a longer period. Household warrants and represents that to the best of its knowledge Household has ownership, servicing or other rights sufficient to effect such a change for all loans closed during the period January 1, 1999 through September 30, 2002. If Household closed any such loans after January 1, 1999 or before September 30, 2002 for which it lacks control as of the Effective Date to make such change, Household shall:

A. Provide full restitution of the amount of the prepayment penalty to Borrowers who incur a prepayment penalty more than two years after the date the loan closed; and

B. Provide a notice, in a form mutually agreeable to the Settling States, to all such Borrowers informing them of their right to this compensation. The relief provided in this Paragraph is separate from and in addition to the Settlement Fund.

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INJUNCTIVE RELIEF

Household is hereby enjoined, pursuant to Sections 19.86.080, 31.04.165 and 48.02.080 RCW, solely in connection with the real estate secured retail branch-based operation of its consumer lending business of its subsidiaries, Household Finance Corporation and Beneficial Corporation operating under the brand names HFC and Beneficial, or any successor names or corporations or other successor business entities, or its future acquired or established corporations or other business entities engaged in similar real estate secured retail branch-based consumer lending activities (allowing reasonable time to conform such acquired business to the terms of this Injunctive Relief), as follows:

6. *Loan Fees.* Household shall not charge lender fees of more than five percent (or five points) of the loan principal to originate a real estate secured loan, whether in the form of loan origination charges, Discount Points, or both. Household may charge other lender fixed fees at origination that are reasonable, relate to the origination of the loan and are allowed by state law. Household shall comply with the definition of bona fide Discount Points in the State's law, if any. This Paragraph shall be in force for a period of three (3) years from the Effective Date.

7. *Rates and Point Options Disclosed.* Whenever Household offers Discount Points in connection with a real estate secured loan, Household shall provide written disclosure to Potential Borrowers at the earliest possible date of the interest rates available to the Potential Borrower and the corresponding Discount Points available to buy down the interest rate (e.g., "1 point = .X reduction in interest rate") in a form to be agreed upon by the parties.

8. *Good Faith Estimate.* For all proposed real estate secured loan transactions, as set forth in RESPA, Household shall provide to Potential Borrowers, by delivering it by hand or mailing it not later than three business days after the Potential Borrower's application is received or prepared, a good faith estimate ("GFE") of charges that the Potential Borrower is likely to incur in connection with Closing the loan. All charges disclosed by Household in the GFE shall bear a reasonable relationship to the charge the Potential Borrower is likely to pay at Closing, based upon Household's knowledge and experience regarding such charges, the total loan amount applied for by the Potential Borrower, and any other considerations. The fees disclosed in the GFE shall not vary from the actual fees charged by more than 10%; provided,

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however, that Household shall be bound to any smaller variance required by law. If the actual fees to be paid at Closing are greater than the total amount of fees disclosed on the GFE by more than 10%, Household shall re-disclose the GFE, except where the increase is the result of an increase in the amount originally applied for by the Potential Borrower.

9. *Representations Regarding Interest Rates and Loan Terms.* Household shall represent its loan terms in an accurate and non-deceptive manner. In particular:

A. Household shall not make oral or written representations about rates other than the contract rate and the true Annual Percentage Rate. For example, Household may make no "effective" rate or "blended" rate comparisons unless the applicable federal law requires such a calculation to determine the true Annual Percentage Rate.

1. "Effective Interest Rate". Household shall not represent to any Potential Borrower that his or her loan has an "Effective Interest rate" or any similar term. For purposes of this Paragraph, "Effective Interest Rate" shall mean any interest rate, other than the contract rate or APR, including a rate of interest that is calculated based on the amount of reduced loan interest costs which a Potential Borrower may realize if the Potential Borrower elects to accelerate repayment of the loan or is permitted to deduct the loan interest payments from federal or state income taxes.

2. "Blended rate". Household shall not make misleading oral or written representations comparing "blended" interest rates purporting to combine the rates on a Potential Borrowers' multiple existing loans which may be consolidated in the transaction with Household's proposed rate. Nothing in this consent order shall prohibit Household from disclosing its own proposed APR as a "blended" or "composite" rate when that is required by the Truth in Lending Act or state equivalent.

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B. Household shall not make representations about accelerated payment plans without accurate and clear disclosure of the manner in which the accelerated payment plan works (i.e., that any accelerated amortization of the loan only occurs by the Borrower making extra or larger payments).

C. Household shall not make representations about anticipated interest savings available under a bi-weekly payment plan when the plan is actually semi-monthly, unless the amount of the semi-monthly payment creates the anticipated interest savings.

D. Household shall not unilaterally convert customers from bi-weekly payments to semi-monthly payments.

E. Any comparisons of current and proposed interest rates, monthly payments, and total loan costs by Household shall be predicated upon accurate, non-deceptive and clear comparisons.

1. Comparisons of the monthly payments shall exclude taxes and insurance from the Potential Borrower's current mortgage loan, if the Potential Borrower's current mortgage loan escrows those payments and Household does not escrow those payments. However, if Household escrows taxes and insurance in its monthly payment and the Potential Borrower's current mortgage loan does not escrow those payments, comparisons of the monthly payments shall include an estimate of the taxes and insurance for the Potential Borrower's current mortgage loan.

2. Total loan points and lender origination fees to be charged by Household will be included in any comparison of monthly payments and total loan cost.

10. *Contemporaneous Secured Second Loans.* Household shall not make a Subordinate Loan secured by property within 90 days of making a first lien mortgage loan secured by the same property; provided, however, this prohibition shall not apply when the first lien mortgage loan is a purchase money mortgage loan.

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11. *Unsecured Side Loans.*

A. Household shall not make an unsecured side loan to any Potential Borrower, except in the following circumstances:

1. The Potential Borrower assents and agrees to accept the real estate secured loan and the unsecured loan;

2. The unsecured loan provides a benefit to the Potential Borrower; and

3. The unsecured loan is not triggered by the Potential Borrower's need to pay Closing costs or lender fees related to the real estate secured loan.

B. If Household approves the Potential Borrower's application for a real estate secured loan for an amount lower than that for which the Potential Borrower applied, Household may offer an unsecured loan with the real estate secured loan if and only if Household makes a counteroffer to the Potential Borrower of a loan amount where the counteroffer consists of a real estate secured loan and an unsecured loan.

C. When a real estate secured loan and an unsecured loan are Closed with the Borrower on the same day, Household shall take reasonable steps to ensure that the Borrower understands that there are two separate loans, including:

1. Ensuring that the loan documents are executed in separate transactions at Closing;

2. Confirming the Borrower's understanding that there are two separate transactions at Closing by obtaining acknowledgment, in writing, that the Borrower was advised by Household prior to Closing that the Borrower would enter into two separate loans; and

3. Ensuring that an Independent Loan Closer will conduct each loan Closing.

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12. *Balloon Payments.*

A. Household shall provide a written disclosure in the form substantially similar to Exhibit "B" attached hereto, and which shall state:

1. The amount of the minimum monthly payment;
2. The amount of the Balloon Payment that will result from the Borrower making only the minimum monthly payments;
3. The amount of the monthly payment necessary to avoid a Balloon Payment at the end of the scheduled loan term; and
4. That the information and amounts provided in the disclosure assume that:
   a. The Borrower takes no further advances under the line of credit;
   b. The Borrower makes all payments in a timely manner; and
   c. The interest rate on the line of credit is not changed.

B. Prior to Household's implementation of the written disclosure described in Paragraph 12(A), Household shall provide a written disclosure to all Potential Borrowers who apply for a HELOC within three days of submitting an application that states that, if a Borrower makes only the minimum monthly payments required under the HELOC, (1) the Borrower will not pay off the initial advance on the HELOC by the end of the scheduled term, and (2) the Borrower will be obligated to make a Balloon Payment at the end of the scheduled loan term.

13. *Canceling HELOCs.* Household shall permit Borrowers to cancel and terminate a real estate secured Open-end Credit at any time. Household shall adequately disclose to Borrowers the procedure it requires to cancel and terminate any real estate secured Open-end Credit.

14. *Independent Loan Closer.* Household shall revise its real estate secured loan Closing procedure in its branch offices to include use of an "Independent Loan Closer." The Independent Loan Closer may be a third party or an employee of Household so long as the Independent Loan Closer does not report to Household's sales management and the

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Independent Loan Closer's compensation is not based on the terms of the loan. Further, a Household employee serving as an Independent Loan Closer shall not be compensated based upon the volume of loan Closings.

15. *Prepayment Penalties*. Subject to Paragraph 37:

A. Household may not enter into any real estate secured loan agreement under which a prepayment penalty is imposed on a Borrower ("Prepayment Loan") unless Household discloses to the Potential Borrower, in writing within three days of the submission of the application:

1. That the Borrower may be eligible for a real estate secured loan that does *not* contain a prepayment penalty ("Non Prepayment Loan");

2. The interest rate differential between a Prepayment Loan and a Non Prepayment Loan, if such loan is available;

3. The circumstances which would trigger the imposition of a prepayment penalty on the proposed Prepayment Loan; and

4. The maximum dollar amount of the prepayment penalty that could be imposed on the proposed Prepayment Loan based upon the amount applied for.

B. Household shall not charge a prepayment penalty on a real estate secured loan if the existence of the penalty was not fully and timely disclosed in accordance with this Paragraph.

C. No Household real estate secured loan shall contain a prepayment penalty term greater than 24 months from the date of loan origination.

D. Household shall calculate all prepayment penalties in accordance with state law. For any real estate secured loan, if the state law is silent on the method of calculation of a prepayment penalty, the prepayment penalty shall be calculated on the amount outstanding at the time of prepayment.

16. *Net Tangible Benefit.* Household shall not enter into any real estate secured loan that does not provide a net tangible benefit to the Borrower, *i.e.*, a loan that does not result

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in a monetary benefit to the Borrower, taking into consideration the totality of the circumstances, including, but not limited to, the loan product and the Borrower's stated loan objectives, repayment ability, current and expected income and current obligations.

17. *Repeat Refinancing.* Household shall not charge loan Discount Points or origination points and fees (other than third party fees permitted by the applicable state law) on the original loan amount of any real estate secured loan used to refinance an existing real estate secured loan owned by Household or by any lending subsidiary of Household that was originated or refinanced within 12 months of the current refinancing; provided, however, that Household may refund all lender origination points and fees and Discount Points paid by the Borrower on the original loan amount and charge origination points and fees or Discount Points on the total amount of the new real estate secured loan if the points and fees paid on the original loan amount are equal to, or exceed, the points and fees to be charged on an equal amount for the new loan.

18. *Credit Insurance Sales.*

A. Household shall not sell or finance any single premium credit insurance on real estate secured loans.

B. Household's operational systems, training, and scripts shall direct account executives of Household to disclose monthly loan payments *without* the monthly cost of credit insurance before disclosing the monthly loan payment *with* the monthly cost of credit insurance. Household shall establish procedures so that its employees fully explain credit insurance coverage and disclose that all credit insurance products are optional.

C. On each monthly account statement provided to a Borrower for a real estate secured loan, Household shall separately identify the amount of the monthly credit insurance premium that the Borrower is paying.

19. *"Live Checks".*

A. Household shall not, directly or indirectly mail or send Live Checks to any Potential Borrower unless such checks contain the following disclosure in 12 point bold face type, on the front and back of the check,

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unless otherwise required by applicable law: **"Signing this check will result in a loan that must be repaid with interest and fees."** Household will include "and fees" language on the check only if fees are charged in connection with the loan.

B. Household shall not create or issue any Live Check products that contain a prepayment penalty.

20. *Billing Statement Practices.*

A. On a one-time basis, Household shall allocate all interest short amounts existing on the Effective Date in its real estate secured, closed end simple interest loan portfolio into a Deferred Interest Account.

B. The amount of deferred interest and any interest short as of the date of the last payment shall be disclosed on the Borrower's monthly billing statement.

C. Household shall continue to allocate interest short to the Deferred Interest Account no less often than on a quarterly basis except to the extent that a full payment (or equivalent) must be made in the quarter for the reallocation to occur. Household shall separately provide the Settling States with its definition of "equivalent" payment, and any revised definition. Such information shall be deemed proprietary and confidential.

D. Borrowers shall remain liable for repayment of the deferred interest.

E. Household agrees that it will require third-party purchasers or servicers of Household loans to service the loans in accordance with this Paragraph.

F. Household shall not change a Borrower's payment date without disclosing the new payment date and obtaining the Borrower's consent.

21. *HOEPA Disclosures.*

A. "HOEPA Loan" means a loan that is subject to the provisions of 15 U.S.C. § 1639, as defined by 15 U.S.C. § 1602(aa).

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B. Household shall develop systems and reasonable safeguards to provide HOEPA disclosures on all HOEPA loans, including notice of right to rescind.

22. *Best Rate Available.* Household shall provide Borrowers with the lowest rate applicable to a Household real estate secured product for which the Borrower's credit qualifies.

23. *Disclosures Generally.* Household shall establish forms and procedures, including a one page loan summary of key terms, that simplify and improve real estate secured loan disclosures to Potential Borrowers and Borrowers and that ensure that information is accurate and presented clearly and conspicuously in a timely manner.

24. *Spanish Language Documents.* Household shall provide Spanish language loan documents in all branch offices that are certified by Household to conduct Spanish language transactions. Household employees shall be instructed and trained to not speak Spanish in connection with its loan transactions unless certified to do so. In all such certified offices Household shall ensure that the Independent Loan Closer is certified to conduct Spanish language transactions. Household shall also make available a one-page loan disclosure of key terms in Spanish in certified branch offices to those Borrowers whose primary language is Spanish. Household shall make available in each of its branch offices the addresses and phone numbers of Spanish certified branch offices within a 50 mile radius of that branch. Household will continue to work with the multi-state group to more fully develop its assistance to Spanish speaking Borrowers.

25. *Timely Payoff Information.*

A. Household shall provide payoff information to Borrowers or their authorized representatives on all underlying liens held by Household, within five business days of a Borrower's written request, or as specifically permitted by state or federal law. Subject to Paragraph 37, Household shall inform Borrowers that requests by mortgage brokers or other agents must be in writing and must include a written authorization from the Borrower to provide the requested information.

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B. Payoff information requested directly by a Borrower in person at a branch location shall be provided as promptly and accurately as is practicable.

SETTLEMENT ADMINISTRATION

26. *Claims Process.* The State shall determine the procedures to send notices and allocate restitution to eligible Borrowers.

27. *State Authority.* The relief, including, all payments by Household to the funds or accounts established by this Consent Judgment, are in response to and in compliance with the State's authority to regulate lending subsidiaries of Household and the State's police powers.

28. *Procedures for Administration of the Settlement.*

A. Household shall choose and retain an administrator ("the Administrator") to administer the process of providing restitution to Borrowers. For the purpose of protecting the proprietary and customer information to be provided to it by Household, the Administrator shall be solely an agent of Household. The identity and contract of the Administrator and any successor administrator shall be subject to the approval of two-thirds (2/3) of the number of Settling States. Household shall select the Administrator in a prompt manner in cooperation with the Settling States.

B. Each state shall determine its own criteria and procedures for allocation and disbursement of the Settlement Fund and other funds, and shall have authority to direct the Administrator with respect to the distribution of that state's funds. The Administrator shall provide notice to Borrowers and distribute the State's share of the Settlement Fund in accordance with the instructions provided by the State.

C. Within 10 business days after the Effective Date, Household shall establish and fund a separate administrative fund ("the Administrative Fund") for payment of the Administrator's administrative fees and expenses. The amount of Household's contribution to the

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Administrative Fund shall be calculated on a per state basis in an amount equal to the greater of 2% of each settling state's pro rata share of the Settlement Fund or $20,000. The State's share of the Administrative Fund is $422,993.74. Any fees or expenses of the Administrator in excess of the amount that Household is required to pay for administrative fees and expenses allocable to the State under this Consent Judgment shall be paid from the State's share of the Settlement Fund, and shall not be a separate debt of the State. In addition, Household shall be responsible for any costs of the Administrator, including attorneys' fees and costs of litigation, related to maintaining the confidentiality of customer and proprietary information against third party requests.

D. Upon selection of the Administrator and establishment of the Administrative Fund, Household shall provide the Administrator with an initial payment from the Administrative Fund in an amount to be agreed upon with the Settling States. Thereafter, the Administrator will be paid from the Administrative Fund as provided in the Administrator's agreement with Household, and will send copies of all bills to the State.

E. Household shall provide to the Administrator all information reasonably necessary for the administration of the State's relief process, in accordance with the following procedure:

1. The Settling States shall provide Household with a uniform data request that identifies the information and data reasonably necessary for the majority of the Settling States to design and implement their restitution plans. Household shall provide the States with the reasonably available uniform data requested, not including the name and identifying information of each Borrower, within a reasonable time not to exceed 60 days after receipt of the Settling States' request.

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2. Should the State seek additional, non-uniform data that is reasonably necessary to design or implement the State's restitution plan, Household shall provide that information which is reasonably available, not including the name and identifying information of the Borrower, to the State within a reasonable time after complying with the uniform data request, which time shall not exceed the later of: (i) 30 days after complying with the uniform data request in accordance with Paragraph 28(E)(1); or (ii) 45 days after receipt of the non-uniform data request. Household may request an extension of time to respond to a non-uniform data request from the State; consent by the State shall not be unreasonably withheld.

3. Household shall provide to the Administrator all data, including the name and identifying information of each Borrower, and other information that is reasonably necessary to design or implement the State's restitution plan.

4. Household shall promptly comply with all reasonable requests for information from the State that are necessary to design or implement the restitution provided in this Consent Judgment in accordance with Paragraphs 28(E)(1) and (2). The Administrator or Household shall provide information about individual Borrowers, including the name and identifying information about Borrowers, if: (1) the information is needed to implement the restitution plan of the State; (2) the information is used by the State solely for the purpose of contacting Borrowers to inform the Borrowers about the restitution offer; and (3) consists solely of identifying information about Borrowers who have failed to respond to two or more written notices about the restitution offer. Information provided to the State that includes personal identifying information of a Borrower shall be considered non-

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public, confidential data not subject to disclosure under Chapter 42.17 RCW, and will be provided on this basis. Household is ordered herein to provide this information under 15 U.S.C. § 6802(e) (1)(A), (5) and (8) of the Gramm-Leach-Bliley Act.

5. Household shall warrant to the State at the time of supplying data to the Administrator that the data is complete and accurate. If Household supplies data that is incomplete or inaccurate and that results in a Borrower receiving no restitution or less restitution than the Borrower would have been entitled to under the State's restitution plan if complete and accurate data had been provided, Household shall be responsible for the difference between the restitution received by the Borrower, if any, and the amount that should have been paid had complete and accurate data been provided.

6. Household and the Administrator shall provide the State with the following information regarding administration of the Settlement Fund and the Administrative Fund:

   a. A copy of the contract between Household and the Administrator prior to its execution, for review and approval by 2/3 of the number of the Settling States.

   b. A full and complete quarterly accounting of all charges and fees allocated to and charged against the State's designated Administrative Funds paid by Household.

F. The Administrator shall permit reasonable onsite inspections by the Settling States on the premises of the Administrator to verify the notices and disbursements.

G. The Administrator shall confer with the State regarding administration of the State's restitution program. When the Administrator is prepared to distribute some or all of the restitution to the State's Borrowers, the Administrator shall notify the State. Following receipt of notice, the

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State shall cause some or all of the Settlement Fund to be transferred to the Administrator. The Administrator shall hold all settlement funds in a trust account with a federally insured deposit institution. Upon receipt of settlement funds, the Administrator shall immediately issue and mail restitution checks to Borrowers. The Administrator shall provide to the State monthly account reconciliation reports setting forth the checks that have cleared since the last report and the uncleared checks outstanding on the date of the report. Upon order from the State, the Administrator shall issue stop payment orders on any uncleared checks and return all remaining funds to the state.

MONITORING

29. *Implementation Timeline.* Household anticipates that it will phase in the changes required by this Consent Judgment no later than December 31, 2003.

30. *Oversight and Compliance.*

A. Retention of the Monitor.

1. Within 120 days of the Effective Date, Household shall propose an independent entity to monitor Household's compliance with this Consent Judgment ("the Monitor") to the Settling States for their approval. During such time, Household and the Settling States shall mutually agree to the procedures to be employed by the Monitor, but in no event shall such agreement occur later than 90 days after the Effective Date. Agreement to said procedures shall be signified by consent of two-thirds of the number of Settling States.

2. Within 15 days of Household's submission of the proposed Monitor (which shall include the proposal submitted to Household by the proposed Monitor), the States shall indicate whether the proposed Monitor is approved as signified by two-thirds vote of the number of Settling States. If the Settling States do not approve the proposed Monitor, Household shall submit an

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alternative proposed Monitor within 30 days. The Settling States shall indicate whether the alternative proposed Monitor is approved, as signified by two-thirds vote of the number of Settling States, within 10 days of said submission to the Settling States.

3. For the purpose of protecting the customer information and proprietary Household information provided to the Monitor by Household, the Monitor shall be an agent of Household. Any customer and Household proprietary information shall remain the sole property of Household.

4. Within 15 days of the Effective Date, the Settling States shall designate a Compliance Committee consisting of no more than seven individuals. The Compliance Committee shall substitute representation as necessary.

5. Household shall pay the full cost of the Monitor, including expenses and staff support, except as provided herein. Household's financial obligation under this Paragraph is limited to the amounts set forth in its contract with the Monitor, plus any sums required for such additional work as agreed upon by Household and the Compliance Committee. Agreement for additional work shall not be unreasonably withheld; provided, however, in no event shall the cost of the additional work increase the contract amount by more than 15% of the Monitor's annual base contract rate.

B. Powers of the Monitor.

1. Household shall provide to the Monitor (in a form, schedule, and through a collection method of the Monitor's choosing) access to any and all documents requested by the Monitor. With regard to a sampling of loans, the Monitor will request that number of loans needed for a 95% confidence level, with an error tolerance

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of plus or minus 5%. If the sample demonstrates a level of violations in any of Household's undertakings set forth in the Injunctive Relief section of this Consent Judgment, within a state or taking all states into consideration, of 10% or greater (hereinafter, a "Violation"), the State may request that the Monitor increase the loan sample and confidence level upon notice to Household, but without Household's consent.

2. If, at any time, the Monitor determines that interviews with one or more Household employees are necessary to determine whether Household is in compliance with this Consent Judgment, Household shall make a reasonable number of such persons available for telephonic or in-person interview within fourteen business days of the Monitor's request.

3. At such times that the Monitor makes an inspection of Household documents, files and other materials, Household shall provide the Monitor with private workspace and access to a photocopier.

4. The Monitor shall review data to determine whether Household has complied with this Consent Judgment for the period six months after the Effective Date, for the subsequent six month period, and for the four annual periods thereafter. The Monitor shall issue reports setting forth its findings of each review to the Settling States ("Monitor's Reports" or "Reports"), with copies submitted simultaneously to Household's undersigned counsel within a reasonable time after completion of each review. The Reports shall include (i) the Monitor's determination as to whether Household is in Violation of this Consent Judgment, and (ii) the factual basis for that determination. Prior to the issuance of any Report, the Monitor shall confer with Household and the Settling States regarding the review.

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C. Enforcement of this Consent Judgment.

1. Except as otherwise provided herein, the Monitor's Report may be used by the State in any court hearing, trial, or other proceeding relating to this action, and shall be admissible in evidence if there is a Violation of Household's undertakings set forth in this Consent Judgment. The Monitor's Report with respect to a particular Violation shall not be admissible or used for any purpose by the State if Household cures the Violation within a reasonable time, which shall be no fewer than 30 days and no greater than 90 days after receipt of the Report, provided however that Household shall not be afforded an opportunity to cure for the purpose of preventing the State from using the Monitor's Report when the Violation is a Repeat Violation. A Repeat Violation shall be a 10% or more failure rate in the same issue of the Consent Judgment in any one state in more than one Report. Those portions of the Monitor's Reports dealing with a Violation of a particular issue of the Consent Judgment shall be admissible when there is a Repeat Violation in that same issue of the Consent Judgment.

2. Nothing in this Consent Judgment limits the right of the State to perform investigations or examinations independent of the investigations performed by the Monitor.

D. Retention of Documents. Household shall retain, and have available for inspection, for a period of three years from the date of the document or the Effective Date of this Consent Judgment, whichever is later, all material records and documents reasonably necessary to document its compliance with this Consent Judgment.

31. *Employee Training.* Household shall provide employee training, which shall include training on the terms of, and compliance with, the Consent Judgment. Household shall modify its employee manuals to be consistent with the requirements of the Consent Judgment.

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RELEASES

32. *Releases from Borrowers.* Each Borrower who receives a payment from the Settlement Fund shall first execute the following general release of Household: "In consideration for the restitution received, I hereby release Household from all civil claims and causes of action which I may have as of the date of this release agreement, in contract, in tort (including, but not limited to, personal injury and emotional distress), in statute, regulation or common law, and whether in an administrative or judicial proceeding, whether known or unknown, threatened or unasserted, that arise from or are related to the restitution received or the following lending practices by Household in connection with real estate secured loans originated by Household's retail branches from January 1, 1999 through September 30, 2002: Household's conduct with respect to multiple real estate secured loans that are made at or near the same date to the same Borrower (i.e., "split loans"), loan points and origination fees, interest rates, monthly payment amounts, single premium credit and other insurance products, prepayment penalties, loans offered through a negotiable check (i.e., "live checks"), home equity lines of credit, loan billing practices relating to simple interest calculations, balloon payments, payoff information, non English language documentation, and net tangible benefit in loan refinancing. Notwithstanding this release, I may affirmatively or defensively assert any claim or defense that I have with respect to my loan with Household in response to a judicial or threatened non-judicial foreclosure, including those related to the lending practices listed in this release. However, I agree that the otherwise released claims cannot form the basis for an affirmative monetary recovery to me against Household. For purposes of this release, "Household" means Household International, Inc., Household Finance Corporation, Beneficial Corporation, and their direct and indirect subsidiaries, affiliates, officers, directors, employees, agents, related entities, successors, and assigns.

The release shall be written in both English and Spanish.

33. *Release from the State.* The relief to be provided by Household in this Consent Judgment resolves all civil investigations and proceedings, if any, by the Washington Attorney General's Office, the Washington Department of Financial Institutions and the Washington Office of Insurance Commissioner that have been or could have been brought based upon the

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Lending Practices for the Covered Transactions. To the extent that the Settling States received complaints relating to a Live Check that was issued during the time period January 1, 1999, through September, 30, 2002, regarding Household's failure to disclose that the Live Check was a loan, the claims related to that issue are released. This release is effective only upon Household's completing full funding of the Washington Settlement Fund. This release does not include a waiver or release of any civil or administrative claims, regulatory matters, or causes of action based on Household's practices, acts, or omissions that are not based upon the Lending Practices with respect to the Covered Transactions.

PAYMENT TO STATE

34. *Other Funds.* Any investigative fees or other costs of any State agency with respect to the Lending Practices which Household may be obligated to pay shall be deemed to have been paid in full pursuant to this Paragraph with respect to the Lending Practices for the Covered Transactions.

Household shall within 10 days after the Effective Date pay to the State $606,000 as full payment of the State's attorney fees, investigation fees, and other costs related to the resolution of this matter. Payment shall be made by wire transfer to an account to be designated by the Attorney General. The Attorney General shall distribute fees and costs among the three participating agencies as they shall agree.

MISCELLANEOUS

35. Household shall work with the Settling States to more fully develop timely loan disclosures related to this Consent Judgment -- specifically the prepayment penalty disclosure, Discount Points disclosure, balloon payment disclosure and one-page loan summary of key terms.

36. Household and the Settlings States reserve the right to change the Monitor or Administrator upon approval by Household and two-thirds of the number of Settling States. The Settling States reserve the right to remove the Administrator upon approval of two-thirds of the number of Settling States. A successor Administrator shall be selected in accordance with the provisions of Paragraph 28(A).

37. *Compliance with State and Federal Law and Prior Agreements.* Nothing in this Agreement shall relieve Household of its obligation to comply with applicable state and federal

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law. Where state statutes or regulations, letters of understanding or agreements with Household, entered into and in force with a state regulator or state agency of this State, provide greater consumer protections than the terms or provisions included in this Consent Judgment, the state statutes, regulations, letters of understanding or agreements with Household shall govern.

38. *Modification of the Stipulation and Consent Judgment and Order of Injunctive Relief.* This Consent Judgment may be modified only by order of this Court. After making a good faith effort to obtain the concurrence of the other party for the requested relief, Household or the State may petition the Court for modification of the terms and conditions of this Consent Judgment.

39. *Limitation on Use of Information from Household.* The Agreement in Principle, this Consent Judgment, and any information provided by Household in the course of negotiating the Agreement in Principle or this Consent Judgment shall not be used as an admission of, or evidence of, the validity of any alleged wrongdoing or liability, or as an admission of, or evidence of, any alleged fault or omission by Household, in any civil, criminal or administrative proceeding in any court, administrative agency, arbitration or other tribunal, except as expressly provided in this Consent Judgment. The Agreement in Principle, this Consent Judgment and any information provided by Household in the course of negotiating the Agreement in Principle or this Consent Judgment shall not be used as any basis for the denial of any license, authorization, approval or consent that may be required by Household under any states' lending, banking, insurance or similar financial laws or regulations, except as expressly provided in this Consent Judgment,.

40. *Confidentiality of Information.* If the State receives a request for documents provided by Household relative to the subject matter of the investigations or examinations referred to in Paragraphs 3 and 4 of the Stipulated Recitals of this Consent Judgment, the negotiation of the Agreement in Principle or this Consent Judgment, the Monitor's Reports, or information obtained by the Administrator or Monitor in connection with this Consent Judgment, the State shall comply with applicable disclosure laws and promptly provide notice of such request that will afford Household the reasonable opportunity to assert that the documents subject to the request are exempt from disclosure.

41. *Service of Notices and Process.* Service of notices and process required by this Consent Judgment, or its enforcement shall be served on the following persons, or any individual subsequently designated by the parties:

A. Household

Corporate Secretary
Household Finance Corporation
2700 Sanders Road
Prospect Heights, Illinois 60070
847-564-5000

B. State

Paul A. Silver	David W. Huey
Sr. Assistant Attorney General	Assistant Attorney General
900 Fourth Ave, Ste 2000	1019 Pacific Ave, 3rd Flr.
Seattle, WA 98164-1012	Tacoma, WA 98402-4411
Telephone: 206-464-7744	Telephone: 253-593-5057
Facsimile: 206-587-5636	Facsimile: 253-593-2449

42. *Waiver/Construction.* The waiver or failure of any party to exercise any rights under this Consent Judgment shall not be deemed a waiver of any right or any future rights. If any part of this Consent Judgment shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Consent Judgment, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

DONE IN OPEN COURT this 13th day of December, 2002.

STANLEY D. PROCHNAU

JUDGE/COURT COMMISSIONER

CONSENT TO JUDGMENT

1. Household and the State acknowledge that they have read the foregoing Consent Judgment, are aware of their right to a trial in this matter and have waived that right.

2. Household agrees to the jurisdiction of the Court as limited in Paragraph 10 of the Stipulated Recitals to the Consent Judgment, and consents to entry of this Consent Judgment.

3. Household and the State represent that no promise of any kind or nature whatsoever (other than the terms of this Consent Judgment) was made to induce them to enter into this Consent Judgment, that they have entered into this Consent Judgment voluntarily, and that this Consent Judgment constitutes the entire agreement between Household and the State.

4. Kenneth H. Robin represents that he is the Executive Vice President, General Counsel and Corporate Secretary of Household International, Inc. and that, as such, he has been authorized by Household to enter into this Consent Judgment for and on behalf of all Household entities bound by this Consent Judgment.

DATED this 11th day of December, 2002.

HOUSEHOLD INTERNATIONAL, INC.,
a Delaware corporation

By K H Robin
KENNETH H. ROBIN
Its Executive Vice President, General Counsel,
and Corporate Secretary

State of IL)
) SS.
County of Cook)

Subscribed and sworn to before me this 11th day of December, 2002, by KENNETH H. ROBIN.

Sheri Rocha
Notary Public

My Commission Expires: 6/12/04

"OFFICIAL SEAL"
SHERI ROCHA
COMMISSION EXPIRES 06/12/04

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Accepted and approved for entry:

CHRISTINE O. GREGOIRE
WSBA No. 7919
Attorney General

PAUL A. SILVER, WSBA No. 12829
Senior Assistant Attorney General

DAVID W. HUEY, WSBA No. 31380
Assistant Attorney General
Attorneys for Plaintiff
State of Washington

HELEN P. HOWELL
Director
Department of Financial Institutions

MIKE KREIDLER
Insurance Commissioner
Office of the Insurance Commissioner

Approved as to Form and Substance for Entry, Notice of Presentation Waived:

DANIEL J. DUNNE, JR.
WSBA No. 16999
Attorney for Defendants (local counsel)

EXHIBIT B

SAMPLE POSSIBLE ADVANCE DISCLOSURE FOR TRUE OPEN-END HELCs

PAYMENT INFORMATION ON YOUR HELC

YOU WILL BE GETTING A LINE OF CREDIT IN THE AMOUNT OF $ 35,000.

YOUR INITIAL LOAN BALANCE WILL BE $ 15,000.

****

IF

- **IF YOU DO NOT MAKE ANY OTHER WITHDRAWALS ON THIS ACCOUNT**

and

- **IF THE INTEREST RATE DOES NOT CHANGE**

and

- **IF YOU MAKE ONLY THE MINIMUM MONTHLY PAYMENTS of $ _____ / or _____ % of your balance (which would start at $ _____)****

and

- **IF YOU MAKE ALL YOUR PAYMENTS ON TIME**

THEN **[fill in applicable line]**

IT WILL TAKE YOU _____ [months] [years] to pay off your initial balance of $_____

or

YOU WILL HAVE A BALLOON PAYMENT OF APPROXIMATELY $ _____
DUE ON _____. (If you want to avoid the balloon, you would have to pay $___ each month.)

** If the monthly payments are a percentage of the outstanding balance each month, the beginning monthly payment (which should be the highest) will be disclosed in the parenthetical. If the monthly payments are a percentage of the beginning monthly balance, which does not change unless there are additional draws, the standard monthly payment would be disclosed.

EXHIBIT A

STATE ALLOCATION OF RESTITUTION		
	STATE % OF TOTAL	AMOUNT TO STATE
AK	0.000000000000%	$0
AL	0.719805232973%	$3,483,857
AR	0.000000000000%	$0
AZ	1.469849680120%	$7,114,072
CA	18.827779955241%	$91,126,455
CO	1.765105132197%	$8,543,109
CT	1.250425673856%	$6,052,060
DC	0.048202583469%	$233,301
DE	0.495078174391%	$2,396,178
FL	4.922871666607%	$23,826,699
GA	1.784027512051%	$8,634,693
HI	0.434000137607%	$2,100,561
IA	0.308006142835%	$1,490,750
ID	0.636464979925%	$3,080,491
IL	2.287774073907%	$11,072,827
IN	2.283167458361%	$11,050,530
KS	1.217367029955%	$5,892,056
KY	0.772827455492%	$3,740,485
LA	0.699029103241%	$3,383,301
MA	2.773355274152%	$13,423,040
MD	2.647232374182%	$12,812,605
ME	0.338288506653%	$1,637,316
MI	3.251589031345%	$15,737,691
MN	1.201246643888%	$5,814,034
MO	2.719923881688%	$13,164,432
MS	0.426478100040%	$2,064,154
MT	0.269421836739%	$1,304,002
NC	2.243243362943%	$10,857,298
ND	0.000000000000%	$0
NE	0.461659504380%	$2,234,432
NH	0.705886445379%	$3,416,490
NJ	3.662233527619%	$17,725,210
NM	0.442147969258%	$2,139,996
NV	0.941707895241%	$4,557,866
NY	7.667824985751%	$37,112,273
OH	6.576061359988%	$31,828,137
OK	1.263045640991%	$6,113,141
OR	1.660769412580%	$8,038,124
PA	6.093206582783%	$29,491,120
RI	0.302376951530%	$1,463,504
SC	1.083972517891%	$5,246,427
SD	0.179243760310%	$867,540
TN	1.329524341447%	$6,434,898
TX	1.543977088572%	$7,472,849
UT	0.896618495109%	$4,339,634

EXHIBIT A

	STATE % OF TOTAL	AMOUNT TO STATE
VA	3.451080196757%	$16,703,228
VT	0.035575448588%	$172,185
WA	4.369770029407%	$21,149,687
WI	1.059239611596%	$5,126,720
WV	0.325659163720%	$1,576,190
WY	0.155858107242%	$754,353
TOTAL	100.00%	$484,000,000