

## EXECUTION COPY

### SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into as of the 18<sup>th</sup> day of May, 2017, by and among (1) Plaintiffs, for themselves and on behalf of the Settlement Class, and (2) Tower Loan of Mississippi, LLC (“TLM”) and First Tower Loan, LLC (“FTL”) (TLM and FTL are referred to collectively as “Tower”), subject to preliminary and final approval as required by Rule 23 of the Federal Rules of Civil Procedure. As provided herein, Tower, Class Counsel, and Plaintiffs hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Order and Judgment, all individual claims of the Plaintiffs and all claims of the Settlement Class against Tower in the action titled *Barbara J. Kemp and Tijuanna Hall v. Tower Loan of Mississippi, LLC d/b/a Tower Loan of Biloxi, and First Tower Loan, LLC d/b/a Tower Loan of East Gulfport*, United States District Court for the Southern District of Mississippi Northern Division Mississippi Civil Action No. 3:15-cv-00499-CWR-LRA (the “Action”), shall be settled and compromised upon the terms and conditions contained herein.

#### **I. Recitals**

1. On July 8, 2015, Plaintiffs Barbara J. Kemp and Tijuanna Hall filed a class action complaint in the United States District Court for the Southern District of Mississippi against TLM in which they asserted class and individual claims based on alleged violations of the Truth in Lending Act, 15 U.S.C. §1601 *et seq.*, as amended, and implementing Regulation Z, 12 C.F.R. Part 1026. Plaintiffs sought inter alia, monetary damages, rescission, and attorney’s fees and costs. Plaintiffs also moved for class certification against TLM.

2. On September 30, 2015, TLM filed its answer to the Action, denying any and all wrongdoing and liability whatsoever and asserting various affirmative defenses.
3. Following a telephonic conference held on January 15, 2016, Judge Carlton W. Reeves denied Plaintiffs' motion to certify class without prejudice and granted Plaintiffs leave to amend their complaint. Plaintiffs filed their first amended complaint that same day.
4. TLM answered the first amended Complaint, and the Parties proceeded to conduct discovery.
5. On June 24, 2016, the Parties participated in a court-ordered settlement conference with United States Magistrate Judge Linda R. Anderson. Although an agreement was not reached at the conclusion of this conference, the Parties agreed to continue settlement discussions with the assistance of Magistrate Judge Anderson.
6. On August 9, 2016, the Parties participated in a second settlement conference with Magistrate Judge Anderson. An agreement was not reached, but it was agreed that the deadline for Plaintiffs to amend their complaint could be extended.
7. Following the settlement conference, Magistrate Judge Anderson entered an order that extended the deadline to amend pleadings until August 26, 2016 and that stayed all remaining deadlines until further order of the Court.
8. On September 7, 2016, Plaintiffs filed a second amended complaint that added FTL as a defendant. FTL and TLM each answered the second amended complaint by denying all wrongdoing and liability and by asserting various affirmative defenses.

9. The Parties continued to pursue settlement of the Action and, at the request of counsel, Magistrate Judge Anderson conducted a third settlement conference on December 21, 2016. The case did not settle, but counsel agreed to continue to confer.
10. In the absence of a settlement, a telephonic scheduling conference was held before Magistrate Judge Anderson on January 12, 2017. Thereafter, on January 19, 2017, the Court issued its scheduling order on class certification.
11. After further discussions, the Parties reached an agreement in principal to settle the Action, subject to the drafting and execution of a mutually acceptable final settlement agreement.
12. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all claims of the Settlement Class and all claims of the individual Plaintiffs. The Parties intend this Agreement to bind Plaintiffs, Tower, and all members of the Settlement Class who do not request to be excluded from the Settlement on a timely basis in accordance with the terms of a Court-approved notice.

**NOW, THEREFORE,** in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

13. “Action” has the meaning given in the first paragraph of this Agreement.

14. “Borrower” means a borrower, individually or jointly, of a Mortgage Loan.
15. “Class Counsel” means:
- EDELMAN, COMBS, LATTURNER & GOODWIN, LLC  
Daniel A. Edelman  
Tara L. Goodwin  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824  
Tel. (312) 917-4502; and
- JASON GRAEBER ATTORNEY AT LAW  
Jason Graeber  
2462 Pass Road  
Biloxi, MS 39531  
Tel. (228) 207-7117
16. “Class Notice” means the form of Class Notice attached as Exhibit “A” hereto, which the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement. Additional description of the contemplated Class Notice is provided in Section VII hereof.
17. “Class Period” means the period from June 1, 2013 to and including November 3, 2015.
18. “Class Representatives” means Barbara J. Kemp and Tijuanna Hall.
19. “Court” means the United States District Court for the Southern District of Mississippi, Jackson Division.
20. “Date of Loan” means the date labelled “DATE OF LOAN” on the loan’s disclosure statement.
21. “Effective Date” means the tenth business day after which all of the following events have occurred:

- a. All Parties, Tower’s counsel, and Class Counsel have executed this Agreement;
  - b. The Court has entered without material change the Final Approval Order; and
  - c. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.
22. “Escrow Account” means the account to be established consistent with the terms and conditions described in Section IX hereof.
  23. “Existing Borrower” means a Borrower, individually or jointly, of an existing Mortgage Loan.
  24. “Existing Mortgage Loan” means a Mortgage Loan that is not paid in full as of the Rate Reduction Date.
  25. “Federal Finance Charge” means the cost of consumer credit as a dollar amount as determined under the federal Truth-in-Lending Act.
  26. “Final Approval” means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Awards to Class Representatives. The proposed Final Approval Order shall be in a form

- agreed upon by Class Counsel and Tower. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
27. “Final Approval Hearing” has the meaning given in paragraph 60 hereof.
  28. “Final Approval Order” means the order and final judgment that the Court enters upon Final Approval. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
  29. “FTL” has the meaning given in the first paragraph of this Agreement.
  30. “Initial Notice” has the meaning given in paragraph 68 hereof.
  31. “Mortgage Loan” means any loan from Tower that is secured by the Borrower’s principal dwelling and has a Date of Loan within the Class Period.
  32. “Notice Re-mailing Process” has the meaning given in paragraph 69 hereof.
  33. “Opt-Out Period” means the period that begins the day after the earliest date on which the Class Notice is first mailed, and that ends 49 days after the Class Notice is first mailed. The deadline for the Opt-Out Period will be specified in the Class Notice.
  34. “Paid-Off Mortgage Loan” means a Mortgage Loan that has been paid in full as of the Rate Reduction Date.
  35. “Paid-Off Borrower” means a Borrower, individually or jointly, of a Paid-Off Mortgage Loan.
  36. “Parties” means Plaintiffs and Tower.
  37. “Plaintiffs” mean Barbara J. Kemp and Tijuanna Hall.

38. “Preliminary Approval” means the date that the Court enters, without material change, an order preliminarily approving the Settlement in the form jointly agreed upon by the Parties.
39. “Preliminary Approval Order” has the meaning given in paragraph 60 hereof.
40. “Rate Reduction” has the meaning given in paragraph 56 hereof.
41. “Rate Reduction Date” has the meaning given in paragraph 77 hereof.
42. “Released Claims” means all claims to be released as specified in Section XIV hereof.
43. “Released Parties” means those persons and entities released as defined in Section XIV hereof.
44. “Releases” means all of the releases contained in Section XIV hereof.
45. “Releasing Parties” means all Plaintiffs and all Settlement Class Members who do not timely and properly opt out of the Settlement, and each of their respective, executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, and all those who claim through them or on their behalf.
46. “Service Awards” has the meaning given in paragraph 89 hereof.
47. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.
48. “Settlement Administrator” means the entity or person recommended by Class Counsel and consented to by Tower to render the services and fulfill the duties of the Settlement Administrator as provided in this Agreement. In the absence of

agreement by Class Counsel and Tower, the Court shall appoint the Settlement Administrator.

- 49. "Settlement Class" has the meaning given in paragraph 54 hereof.
- 50. "Settlement Class Member" means any person included in the Settlement Class.
- 51. "Settlement Fund" means the fund established under Section IX hereof.
- 52. "TLM" has the meaning given in the first paragraph of this Agreement.
- 53. "Tower" has the meaning given in the first paragraph of this Agreement.

**III. Certification of the Settlement Class**

- 54. For settlement purposes only, the Parties agree Plaintiffs shall move the Court to certify the following "Settlement Class" under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

All Borrowers of any Mortgage Loan with Tower that has a Date of Loan from June 1, 2013 through and including November 3, 2015.

- 55. This Settlement may be terminated as specified in Section XVI hereof.

**IV. Settlement Consideration**

- 56. Subject to approval by the Court and as consideration for the Settlement, Tower shall provide directly to the Settlement Class an interest rate reduction of 1.254% (the "Rate Reduction") on Mortgage Loans as follows:

- a. With respect to Existing Mortgage Loans, Tower shall re-amortize said loans with the Rate Reduction from the Date of Loan through the last scheduled payment date; provided that, if an Existing Borrower whose loan has been re-amortized pays off an Existing Mortgage Loan after it was re-amortized and prior to the last scheduled payment date, the Existing Borrower shall receive no further Rate Reduction or other benefit from this Settlement; provided further that,



notwithstanding anything to the contrary contained herein, in the Class Notice, or in any document executed pursuant to or in furtherance of the Settlement, all terms and conditions of each Existing Mortgage Loan shall remain unchanged and in full force and effect, except for the interest rate on each loan which will be reduced by the Rate Reduction and except as modified by the resulting redisclosures of finance charges, total of payments and monthly payment amount as set forth in paragraph 77 hereof. Existing Borrowers shall make future monthly payments on their loans as scheduled at the reduced interest rate until the Existing Mortgage Loan is paid in full. If the monthly payments already made by an Existing Borrower would be sufficient to extinguish the loan when the loan is re-amortized at the reduced interest rate, then the Existing Mortgage Loan account shall be reduced to zero. Overpayments, if any, shall be applied: (i) first, to reduce other debt that the Existing Borrower has with Tower (with overpayments being applied first to any past due amounts and thereafter as determined by Tower in its discretion), and (ii) second, if all debt that the Existing Borrower has with Tower is reduced to zero, the Settlement Administrator shall pay the amount of any remaining overpayments to the Existing Borrower by check.

- b. With respect to Paid-Off Mortgage Loans, Tower shall re-amortize said loans with the Rate Reduction from the Date of Loan through the date of the payoff of the loan and shall determine the amount of overpayment that a Paid-Off Borrower made on a Paid-Off Mortgage Loan. The overpayment shall be applied: (i) first, to reduce any deficits, amounts owing and other debt that the Paid-Off Borrower has with Tower (with overpayments being applied first to any past due amounts

and thereafter as determined by Tower in its discretion), and (ii) second, if all debt that the Paid-Off Borrower has with Tower is reduced to zero, the Settlement Administrator shall pay the amount of any remaining overpayments to the Paid-Off Borrower by check.

57. Subject to approval by the Court, and in addition to the consideration provided in paragraph 56, Tower shall pay the attorneys' fees, costs and expenses awarded to Class Counsel, not to exceed \$150,000.00.
58. Subject to approval by the Court, and in addition to the consideration provided in paragraphs 56 and 57, Tower shall pay Service Awards to Class Representatives, not to exceed \$10,000.00 (*i.e.*, \$5000.00 to each Class Representative).
59. In addition to the consideration specified in paragraphs 56, 57 and 58 above, Tower will pay all fees, costs, charges, and expenses incurred by the Settlement Administrator in connection with the administration of the Class Notice program as set forth in Section VII hereof and the calculation and payment of distributions from the Settlement Fund to Settlement Class Members as set forth in Sections XI and XII hereof. For avoidance of doubt, Tower shall not bear any other fees, costs, charges, or expenses incurred by Plaintiffs or by Class Counsel. The monetary payments to be made by Tower shall be strictly limited to those specified in this paragraph and paragraphs 56, 57 and 58.

**V. Settlement Approval**

60. Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for an Order granting Preliminary Approval of this Settlement ("Preliminary Approval Order"). The proposed Preliminary Approval Order that

will be attached to the motion shall be in a form agreed upon by Class Counsel and Tower. The motion for Preliminary Approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(e) for settlement purposes only; (3) approve the Class Notice program set forth herein and approve the form and content of the Class Notice; (4) approve the procedures set forth in Section VII hereof for Settlement Class Members to exclude themselves from the Settlement Classes or to object to the Settlement; (5) stay the Action pending Final Approval of the Settlement; and (6) schedule a Final Approval hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for Tower, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to approve the Settlement and Class Counsel's application for attorneys' fees, costs and expenses and for Service Awards to Class Representatives ("Final Approval Hearing").

**VI. Settlement Administrator**

61. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph hereafter and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing the Class Notice to Settlement Class Members and repaying the Settlement Fund to Tower in the event of a termination of the Settlement pursuant to Section XVI hereof.

62. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:
- a. Obtain from Tower, and keep strictly confidential in accordance with this Agreement and all applicable privacy laws, name and address information for Settlement Class Members (to the extent it is available), and verify and update the addresses received through the National Change of Address database, for the purpose of mailing the Class Notice, and later mailing distribution checks to Settlement Class Members who are entitled to receive payments in accordance with paragraph 56 of this Agreement;
  - b. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;
  - c. Establish and maintain a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
  - d. Respond to any mailed Settlement Class Member inquiries;
  - e. Process all requests for exclusion from the Settlement Class, but keep strictly confidential the names and identity of the Settlement Class members requesting exclusion as set forth in this Agreement;
  - f. Provide weekly reports and, no later than twelve days after the end of the Opt-Out Period, a final report to Class Counsel and Tower, which reports shall summarize the number of objections and requests for exclusion received that

week, the total number of objections and exclusion requests received to date, and other pertinent information; provided that, the weekly reports and the final report shall not contain the names, addresses or any other identifying information about the Settlement Class Members who object or request exclusion, and the Settlement Administrator shall not reveal the names or identifying information to Class Counsel or Tower;

- g. Maintain the privacy and confidentiality of all nonpublic personal information received with respect to each Settlement Class Member, including, without limitation, names and addresses;
- h. At the request of Class Counsel and Tower, in advance of the Final Approval Hearing, prepare a confidential affidavit to submit under seal to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class. Such affidavit shall not be reviewed by Class Counsel or Tower, but the Settlement Administrator shall inform Class Counsel and Tower of the number of Settlement Class Members who properly requested exclusion as set forth in the affidavit;
- i. Pay invoices, expenses, costs and taxes (if any) upon approval by Class Counsel and Tower, as provided in this Agreement; and
- j. Administer the Escrow Account and perform Settlement-administration-related functions at the joint instruction of Class Counsel and Tower, including, but not limited to, verifying that Settlement Funds have been distributed as required by Section XI hereof.

**VII. Notice to Settlement Class Members**

63. Upon Preliminary Approval of the Settlement, at the direction of Class Counsel and Tower, the Settlement Administrator shall implement the Class Notice program provided herein, using the form of Class Notice approved by the Court in the Preliminary Approval Order. The Class Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class Members may exclude themselves from or “opt out” of the Settlement Class; a date by which Settlement Class Members may object to the Settlement; and the date upon which the Final Approval Hearing is scheduled to occur. Class Counsel and Tower shall insert the correct dates and deadlines in the Class Notice before the Class Notice program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.
64. The Class Notice also shall include a procedure for Settlement Class Members to opt out of the Settlement Class. A Settlement Class Member may opt out of the Settlement Class at any time during the Opt-Out Period; provided that, for an opt-out to be considered timely and valid, the request to opt out must be submitted to the Settlement Administrator no later than the last day of the Opt-Out Period, as specified in the Class Notice, and must be received by the Settlement Administrator no later than ten days after the end of the Opt-Out Period. If submitted by mail, an opt-out must be mailed first-class, postage prepaid, addressed in accordance with the instructions in the Class Notice, and shall be deemed to have been submitted on the postmark date indicated on the envelope. If submitted by private courier (*e.g.*, Federal Express), an opt-out shall

be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the applicable terms of this Agreement.

65. The Class Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and/or Service Awards to Class Representatives. Objections to the Settlement, to the application for fees, costs, expenses, and/or to the Service Awards must be mailed to the Settlement Administrator, who shall keep such objections strictly confidential until it is determined whether the number of Settlement Class Members requesting exclusion is less than the number specified in the letter referenced in paragraph 92 of this Agreement. If upon such determination the Settlement is not terminated, Class Counsel and Tower shall so notify the Settlement Administrator, and the Settlement Administrator shall mail all objections to the Clerk of Court and the following counsel:

Tara L. Goodwin  
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824

Michael O. Gwin  
WATKINS & EAGER, PLLC  
400 East Capitol Street  
Jackson, MS 39201

For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Opt-Out Period, as specified in the Class Notice, and must be received by the Settlement Administrator no later than ten days after the end of the Opt-Out Period. If submitted by mail, an objection must be mailed

first-class, postage prepaid, addressed in accordance with the instructions in the Class Notice, and shall be deemed to have been submitted on the postmark date indicated on the envelope. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

66. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action;
  - b. the objector's full name, address and telephone number;
  - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
  - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his/her counsel;
  - e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
  - f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
  - g. a copy of any orders related to or ruling upon counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case



- in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years;
- h. any and all agreements that relate to the objection or the process of objecting – whether written or oral – between objector or objector's counsel and any other person or entity;
  - i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
  - j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
  - k. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
  - l. the objector's signature (an attorney's signature is not sufficient).
67. The Class Notice shall be provided to Settlement Class Members by mail. The Class Notice shall be provided in a form to be agreed upon by Class Counsel and Tower, as represented by Exhibit "A".
68. Within 20 days from the date that the Settlement Administrator receives from Tower the data files that identify, subject to the availability of information in reasonably accessible electronic form, the names and last known addresses of the identifiable Settlement Class Members who held Mortgage Loans during the applicable Class Period, the Settlement Administrator shall run the addresses through the National Change of Address Database, and shall mail the Class Notice (the "Initial Notice") in sealed envelopes to all such Settlement Class

Members. Tower shall provide these data files to the Settlement Administrator within 28 days from the date of Preliminary Approval.

69. The Settlement Administrator shall perform reasonable address traces for all Initial Notices that are returned as undeliverable. By way of example, a “reasonable” tracing procedure would be to run addresses of returned envelopes through the Lexis/Nexis database that can be utilized for such purpose. No later than 35 days after the first Initial Notice is mailed, the Settlement Administrator shall complete the re-mailing of Class Notices to those Settlement Class Members whose new addresses were identified as of that time through address traces (the “Notice Re-mailing Process”). The Settlement Administrator may, at its discretion, perform the Notice Re-mailing Process up to 14 days before the last day of the Opt-Out Period. The Settlement Administrator’s continued efforts in connection with the Notice Re-mailing Process shall not affect or extend any Settlement Class Member’s deadlines for objecting or opting out.
70. The Class Notice program (which is composed of both the Initial Notice and the Notice Re-mailing Process) shall be completed no later than 35 days after the first Initial Notice is mailed. Within seven days after the date the Settlement Administrator completes the Notice Re-mailing Process, the Settlement Administrator shall provide Class Counsel and Tower an affidavit that confirms that the Class Notice program was completed in a timely manner. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiffs’ motion for final approval of the Settlement.

### **VIII. Final Approval Order and Judgment**

71. The Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiffs shall file their motion for Final Approval of the Settlement, and their application for attorneys' fees, costs and expenses and for Service Awards for Class Representatives, no later than 21 days prior to the Final Approval Hearing. At the Final Approval Hearing the Court will hear argument on Plaintiffs' motion for final approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards for Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense or Service Award application, provided the objectors filed timely objections that meet all of the requirements listed in paragraphs 65 and 66 hereof.
72. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees, costs, expenses and Service Awards. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Tower. Such proposed Final Approval Order shall, among other things:
- a. Determine that the Settlement is fair, adequate and reasonable;
  - b. Finally certify the Settlement Class for settlement purposes only;
  - c. Determine that the Class Notice provided satisfies Due Process requirements;

- d. Enter judgment dismissing the Action with prejudice and without costs;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims, as set forth in Section XIV hereof, including during any appeal from the Final Approval Order;
- f. Release Tower and the Released Parties from the Released Claims, as set forth in Section XIV hereof; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

**IX. Settlement Fund**

73. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases as set forth in Section XIV hereof and the dismissal of the Action upon Final Approval, the Settlement Fund shall be created, which shall consist of Settlement consideration in the form of (a) the Rate Reduction and (b) and cash payments described in Section IV above. Within 14 days after Preliminary Approval, Tower shall deposit the initial cash portion of the Settlement Fund into the Escrow Account as follows: (i) \$160,000.00 and (ii) funds equal to Tower's estimate of the amount of cash payments to be made to Paid-Off Borrowers pursuant to paragraph 56b. hereof. Within 127 days after the Effective Date, Tower shall deposit any additional funds necessary to complete the cash payments described in Section IV above; provided that, if there are more funds in the Escrow Account than needed to pay the amounts that Tower is

- required to pay pursuant to Section IV hereof, the Settlement Administrator shall return promptly to Tower any such excess funds.
74. Class Counsel and Tower shall agree on the FDIC-insured financial institution at which the non-interest bearing Escrow Account shall be established. At present, but subject to later modification if agreed to by Class Counsel and Tower, the Escrow Account shall be the only deposit account created to hold Settlement Fund monies. The Settlement Administrator shall communicate with Class Counsel and counsel for Tower on at least a monthly basis to discuss potential cash needs for the following month. To the extent such needs constitute costs and expenses to be paid by Tower in accordance with Section IV of this Agreement, Tower will fund the Escrow Account in the amount requested in writing by the Settlement Administrator within 10 business days of such request, unless such amount is disputed in writing by Tower within such 10 business day period. Any disputes that are not resolved with Class Counsel, shall be referred by motion to the Court.
75. The Escrow Account (and such other deposit account, if any, that may be created after the Effective Date with the agreement of Class Counsel and Tower) shall be used for the following purposes:
- a. Payment of checks to certain Settlement Class Members in the specific cases described in paragraph 56 hereof;
  - b. Payment of the Court-ordered award of Class Counsel's attorneys' fees, costs, and expenses pursuant to paragraph 86 hereof;
  - c. Payment of the Court-ordered Service Awards to the Class Representatives pursuant to paragraph 89 hereof;

- d. Payment of any residual distribution as set forth in Section XIII hereof;
- e. Payment of any costs of settlement administration; and
- f. Payment of additional fees, costs and expenses not specifically enumerated in subparagraphs (a) through (e) of this paragraph, subject to approval of Class Counsel and Tower.

**X. Calculation of Rate Reduction on Settlement Class Member Loans**

76. Tower shall calculate and implement the Rate Reduction as provided in Section IV hereof. Consistent with its contractual, statutory and regulatory obligations to protect its customers' private financial information, Tower shall make available to Class Counsel data and information (masked as to individuals' identities) sufficient to allow Class Counsel to determine and confirm the calculations and allocations contemplated by this Agreement and Tower's implementation of such allocations.

**XI. Distribution of Settlement Fund**

77. As soon as practicable but no later than 120 days from the Effective Date, Tower shall re-amortize each Mortgage Loan as set forth in paragraph 56 hereof, provided that the Borrower has not opted out. Tower shall notify Borrowers of the Rate Reduction, and provide a brief explanation that the Rate Reduction has been made in connection with the Settlement. Tower shall redisclose the Mortgage Loan to Borrowers with the lower interest rate, lower finance charges, lower total of payments and lower scheduled monthly payment amount to be due through the term of the loan. Tower will bear any costs associated with implementing the Rate Reduction and notification discussed in this paragraph.

The date of said notification shall be referred to herein as the “Rate Reduction Date”.

78. As soon as practical but no later than 3 business days from the Effective Date, the Settlement Administrator shall distribute from the Escrow Account:
- a. the amount of the Court-awarded attorneys’ fees, costs and expenses to Class Counsel; and
  - b. the amount of the Court-awarded Service Awards to the Class Representatives.
79. The Settlement Administrator shall promptly pay all other costs and/or expenses incurred in connection with the Settlement not specifically enumerated in subparagraphs a. through b. of the preceding paragraph that are expressly provided for in this Agreement or have been approved by Class Counsel and Tower, once funds for such costs and/or expenses are available in the Escrow Account.

**XII. Settlement Fund Payments by Check**

80. Settlement Fund cash payments (if any) to be made to (i) Existing Borrowers in accordance with, and subject to, paragraph 56a. hereof, and (ii) Paid-Off Borrowers in accordance with, and subject to, paragraph 56b. hereof, will be made by check, cut and mailed by the Settlement Administrator with an appropriate legend, in a form approved by Class Counsel and Tower that indicates it is from the Settlement, and will be sent to the addresses that the Settlement Administrator identifies as valid within 157 days of the Effective Date. Checks shall be valid for 180 days. For jointly held accounts, checks will be payable to all joint Borrowers, and will be mailed to the first Borrower listed on the account.

The Settlement Administrator will make reasonable efforts to locate the proper address for any intended recipient of Settlement Funds whose check is returned by the Postal Service as undeliverable (such as by running addresses of returned checks through the Lexis/Nexis database that can be utilized for such purpose), and will re-mail it once to the updated address, or, in the case of a jointly held account, and in the Settlement Administrator's discretion, to a Borrower other than the one listed first. All costs associated with the process of printing and mailing the checks and any accompanying communication to Existing Borrowers shall be borne by Tower.

81. The amount of the Settlement Fund attributable to uncashed or returned checks sent by the Settlement Administrator shall remain in the Escrow Account for one year from the date that the first distribution check is mailed by the Settlement Administrator. During this time, the Settlement Administrator shall make a reasonable effort to locate intended recipients of Settlement Funds whose checks were returned (such as by running addresses of returned checks through the Lexis/Nexis database that can be utilized for such purpose), to effectuate delivery of such checks. The Settlement Administrator shall make only one such additional attempt to identify updated addresses and re-mail or re-issue a distribution check to those for whom an updated address was obtained.

**XIII. Disposition of Residual Funds**

82. Within one year plus 30 days after the date the Settlement Administrator mails the first Settlement Fund payments, funds remaining in the Escrow Account shall be distributed as follows:



- a. With respect to those funds attributable to uncashed or returned checks, Class Counsel and counsel for Tower shall jointly file with the Court a proposed plan, consistent with the American Law Institute *Principles of Aggregate Litigation* § 307(c), for distribution of the residual funds to a nonprofit organization that promotes financial literacy. After consultation with the Parties, the Court shall have the discretion to approve, deny, amend or modify, in whole or in part, the proposed plan for distribution of the residual funds in a manner consistent with the American Law Institute *Principles of Aggregate Litigation* § 307(c). The residual funds shall not be used for any litigation purpose to disparage any Party. The Parties agree that the Court's approval, denial, amendment or modification, in whole or in part, of the proposed plan for distribution of the residual funds pursuant to this paragraph shall not constitute grounds for termination of the Settlement pursuant to Section XVI of the Agreement;
- b. Funds attributable to overpayments by Tower, shall be returned to Tower; and
- c. All costs associated with the disposition of residual funds shall be borne solely by the Settlement Fund. Under no circumstances shall Tower have responsibility for any costs associated with the disposition of residual funds whether through additional distributions to Settlement Class Members and/or through an alternative plan approved by the Court.

#### **XIV. Releases**

83. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged each of TLM and FTL

and each of their respective present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns of each of them (collectively, the “Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters up to and including Final Approval that were or could have been alleged in the Action including, without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies relating to, based upon, resulting from, or arising out of (a) any and all disclosures required to be made under the Truth-in-Lending Act, 15 U.S.C. §1601 *et seq.*, and all amendments thereto, including as amended by the Home Ownership and Equity Protection Act (“HOEPA”) and the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”), and all regulations promulgated in connection therewith, including Regulation Z, 12 C.F.R. Part 1026; (b) any failure to comply with 15 U.S.C. §1639; (c) any violation regarding prepayment penalties under 15 U.S.C. § 1639(c); (d) any failure to obtain a counseling certificate as set forth in 15 U.S.C. § 1639(u); (e) any failure to assess a borrower’s ability to repay as set forth in 15 U.S.C. § 1639(h); and (f) any other violation of the Truth-In-Lending Act,

HOPEA, Dodd-Frank and/or Regulation Z that could have been asserted on behalf of the Settlement Class up until Final Approval.

84. Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of the preceding paragraph or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this paragraph and the preceding paragraph. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this paragraph and in the preceding paragraph, and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement and/or never receives a distribution from the Settlement.
85. Nothing in this Agreement shall operate or be construed to release any claims or rights Tower has to recover any past, present or future amounts that may be owed by Plaintiffs or by any Settlement Class Member on his/her accounts, loans or any

other debts with Tower, pursuant to the terms and conditions of such accounts, loans, or any other debts.

**XV. Payment of Attorneys' Fees, Costs, and Service Awards**

86. Tower agrees not to oppose Class Counsel's request for attorneys' fees, costs and expenses of up to \$150,000.00. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund. The Parties agree that the Court's failure to approve, in whole or in part, any award for attorneys' fees shall not prevent the Settlement Agreement from becoming Effective, nor shall it be grounds for termination.
87. Within three business days of the Effective Date, the Settlement Administrator shall pay from the Escrow Account to Class Counsel all Court-approved attorneys' fees, costs, and expenses of Class Counsel, along with any Court-approved Service Awards; provided, however, that notwithstanding anything to the contrary contained herein, the Settlement Administrator shall not pay any such fees, costs or expenses from the Escrow Account to Class Counsel until such time as Class Counsel have jointly agreed upon a plan of allocation of fees, costs and expenses among all Class Counsel, and have jointly provided payment instructions to the Settlement Administrator. In the event that the award of attorneys' fees, costs, and expenses of Class Counsel is reduced on appeal, the Settlement Administrator shall only pay to Class Counsel from the Escrow Account the reduced amount of such award. Class Counsel shall timely furnish to the Settlement Administrator any required tax information or forms before the payment is made.

88. The payment of attorneys' fees, costs and expenses of Class Counsel pursuant to paragraph 86 hereof shall be made through a deposit by the Settlement Administrator into an Attorney Client Trust Account jointly controlled by Class Counsel. After the fees, costs and expenses have been deposited into this account, Class Counsel shall be solely responsible for distributing each Class Counsel firm's allocated share of such fees, costs and expenses to that firm. Tower shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed.
89. Class Counsel will ask the Court to approve service awards of \$5,000 per Class Representative ("Service Awards"). All Service Awards are to be paid from the Escrow Account. The Service Awards shall be paid to Class Representatives in addition to Class Representatives' Settlement Class Member payments. Tower agrees not to oppose Class Counsel's request for the Service Awards.
90. The Parties negotiated and reached agreement regarding attorneys' fees and Service Awards only after reaching agreement on all other material terms of this Settlement.

**XVI. Termination of Settlement**

91. This Settlement may be terminated by either Class Counsel or Tower by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 45 days (or such longer time as may be agreed between Class Counsel and Tower) after any of the following occurrences:
- a. Class Counsel and Tower agree to termination in a signed writing that is not an email;

- b. the Court fails to preliminarily approve the Settlement within 180 days after filing of the motion for preliminary approval, or fails to finally approve the Settlement within 360 days of Preliminary Approval by the Court;
  - c. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
  - d. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 270 days of such reversal;
  - e. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Tower seeking to terminate the Settlement reasonably considers material;
  - f. the Effective Date does not occur; or
  - g. any other ground for termination provided for elsewhere in this Agreement.
92. Tower also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen (14) days of its receipt from the Settlement Administrator of the final report specified in paragraph 62f. hereof, if the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds the number or percentage specified in the separate letter executed concurrently with this Settlement by Class Counsel and Tower. The number or percentage shall be confidential except to the Court, who shall upon request be provided with a copy of the letter for *in camera* review.

**XVII. Effect of a Termination**

93. The grounds upon which this Agreement may be terminated are set forth in paragraphs 91 and 92 hereof. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of Tower's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Escrow Account shall be returned to Tower in accordance herewith; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims and defenses will be retained and preserved.
94. In the event of a termination as provided in paragraphs 91 and/or 92 and after payment of any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Escrow Account, the Settlement Administrator shall return the balance of the Escrow Account to Tower within seven calendar days of termination.
95. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions of paragraphs 91 and/or 92.
96. In the event the Settlement is terminated in accordance with the provisions of paragraphs 91 and/or 92 hereof, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

**XVIII. No Admission of Liability**

97. Tower disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Tower has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
98. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims, have conducted extensive formal and informal discovery, and have conducted independent investigation of the challenged practices. Class Counsel have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.
99. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.



100. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.
101. In addition to any other defenses Tower may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

**XIX. Miscellaneous Provisions**

102. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
103. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
104. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support

and complete the Settlement shall remain in full force and effect regardless of events that may occur, or court decisions that may be issued in any other case in any court.

105. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.
106. Integration. This Agreement (along with the letter referenced in paragraph 92 hereof) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
107. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
108. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Mississippi, without regard to the principles thereof regarding choice of law.
109. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

110. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Class Notice program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

111. Notices. All notices to Class Counsel provided for herein, shall be sent by email with a hard copy sent by U.S. mail to:

Daniel A. Edelman  
Tara L. Goodwin  
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824  
Tel. (312) 917-4502  
[dedelman@edcombs.com](mailto:dedelman@edcombs.com)  
[tgoodwin@edcombs.com](mailto:tgoodwin@edcombs.com)

Jason Graeber  
JASON GRAEBER ATTORNEY AT LAW  
2462 Pass Road  
Biloxi, MS 39531  
Tel. (228) 207-7117  
[Jason@jasongraeberlaw.com](mailto:Jason@jasongraeberlaw.com)

All notices to Tower, provided for herein, shall be sent by email with a hard copy sent by U.S. mail to:

Jane B. Morgan  
Michael O. Gwin  
WATKINS & EAGER, PLLC  
400 East Capitol Street  
Jackson, MS 39201  
Tel: 601-965-1900  
[jmorgan@watkineager.com](mailto:jmorgan@watkineager.com)  
[mgwin@watkinseager.com](mailto:mgwin@watkinseager.com)

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Class Notice program.


112. Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by counsel for Tower and Class Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.
113. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
114. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and counsel for Tower (for Tower), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation or entity included within the definitions of Plaintiffs and Tower to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

115. Agreement Mutually Prepared. Neither Tower nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
116. Public Statements. There shall be no press release or other public statements by either side, including Class Counsel, Class Representatives and Settlement Class Members, regarding the Settlement other than the Court filings necessary to obtain preliminary and final approval of the Settlement. The Parties expressly recognize the continuing need for confidentiality concerning all aspects of the proposed Settlement pending the Parties' Motion for Preliminary Approval, other than as required by the Court.
117. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Tower has provided information that Plaintiffs reasonably requested to identify Settlement Class Members and the alleged damages they incurred. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force

and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

118. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section XIV hereof, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Dated: 5/22/17

  
Barbara J. Kemp  
*Plaintiff*

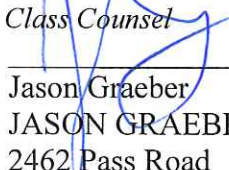
Dated: 5/22/17

  
Tijuanna Hall  
*Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Daniel A. Edelman  
Tara L. Goodwin  
EDELMAN, COMBS, LATTURNER &  
GOODWIN, LLC  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824  
Tel. (312) 917-4502

Dated: 5/22/17

*Class Counsel*  
  
\_\_\_\_\_  
Jason Graeber  
JASON GRAEBER ATTORNEY AT LAW  
2462 Pass Road  
Biloxi, MS 39531  
Tel. (228) 207-7117

*Class Counsel*

and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

118. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she or it has fully read this Agreement and the Releases contained in Section XIV hereof, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Barbara J. Kemp  
*Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tijuanna Hall  
*Plaintiff*

Dated: 6/12/17

\_\_\_\_\_  
Daniel A. Edelman  
Tara L. Goodwin  
EDELMAN, COMBS, LATTURNER &  
GOODWIN, LLC  
20 South Clark Street, Suite 1500  
Chicago, IL 60603-1824  
Tel. (312) 917-4502

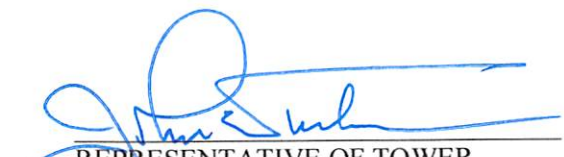
*Class Counsel*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jason Graeber  
JASON GRAEBER ATTORNEY AT LAW  
2462 Pass Road  
Biloxi, MS 39531  
Tel. (228) 207-7117

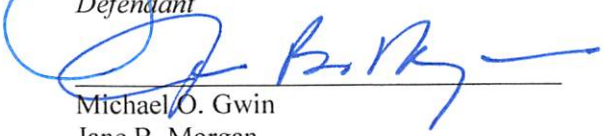
*Class Counsel*

Dated: 5/18/17



REPRESENTATIVE OF TOWER  
*Defendant*

Dated: 6/13/2017



Michael O. Gwin  
Jane B. Morgan  
WATKINS & EAGER, PLLC  
400 East Capitol Street  
Jackson, MS 39201  
Tel: 601-965-1900

*Counsel for Defendant  
Tower Loan of Mississippi, LLC and First Tower  
Loan, LLC*