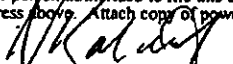



B10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT <u>Central</u> DISTRICT OF <u>California</u>		PROOF OF CLAIM
Name of Debtor: Harrington West Financial Group, Inc.		Case Number: 9:10-bk-14677-RR
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Federal Deposit Insurance Corporation as Receiver for Los Padres Bank, FSB		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: c/o Allan H. Ickowitz, Esq., John W. Kim, Esq. Nossaman LLP 445 S. Figueroa Street, 31st Floor Los Angeles, CA 90071-1602 Telephone number: (213) 612-7800		Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>See Attachment</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(<u>9</u>). Amount entitled to priority: <u>\$ See Attachment</u>
2. Basis for Claim: <u>See Attachment</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 3/9/2011	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Nicholas Katsonis Counsel, FDIC 703-562-2089	Harrington West  00012

Attachment to Proof of Claim of the Federal Deposit Insurance Corporation

Harrington West Financial Group Inc., a Delaware Corporation

Case No.: 9:10-bk-14677-RR

The Claimant

1. The Federal Deposit Insurance Corporation ("**FDIC**") was created under the Federal Deposit Insurance Act (12 U.S.C. § 1811 *et seq.*) to achieve the government's goals of promoting a safe and sound banking system to foster a healthy economic environment. The FDIC files this Attachment and Exhibits hereto in support of the Proof of Claim. The FDIC submits this Proof of Claim in its capacity as Receiver ("**FDIC-Receiver**") of Los Padres Bank, FSB (the "**Bank**"). The holding company of the Bank, Harrington West Financial Group Inc. ("**Debtor**") is the debtor herein. This Proof of Claim is submitted pursuant to 11 U.S.C. § 501 and Rule 3001 of the Federal Rules of Bankruptcy Procedure.

Summary of FDIC Claims and Background

2. Among other things, the FDIC-Receiver has a claim against the Bank in an unliquidated amount, but which the FDIC-Receiver believes at this time will be in excess of \$5 million subject to adjustment based upon the actual amounts realized from the disposition of available assets (the "**Claim**"). Furthermore, the FDIC-Receiver is entitled to a superpriority with respect to a portion of the Claim relating to the avoidance and recovery of fraudulent transfers that are subject to 12 U.S.C. § 1821(d)(17) which rights are superior to even administrative claim expenses against the Debtor's estate as provided under Title 11. The basis for the FDIC-Receiver's Claim are set forth in the summary chart below and detailed herein.
3. Pursuant to 12 U.S.C. §1821(d)(2) the FDIC-Receiver, succeeds by operation of the law to the rights, titles, powers, and privileges, including legal claims, of the Bank, and any stockholder, member, accountholder, depositor, officer, or director of the Bank. Further, pursuant to 12 U.S.C. §1821(g), and notwithstanding any other provision of federal law, the FDIC-Receiver is subrogated to all rights of any payment to any depositors upon either payment to depositors or the making of provisions for payment to the depositors of the Bank. This Claim is based in part on the FDIC-Receiver's subrogated rights against Debtor for Debtor's failure to comply with regulatory requirements and applicable law. The FDIC-Receiver's claim against Debtor is based in part on Debtor's failure to adequately maintain the capitalization of the Bank, which failure has damaged the FDIC-Receiver in an unliquidated amount which the FDIC-Receiver believes is in excess of \$5 million resulting from the FDIC-Receiver's payment of insured deposit obligations and uninsured deposit obligations of the Bank to depositors as well as administrative expenses. The FDIC as Receiver acts to protect insured depositors and creditors of the Bank. The claims set forth herein in large part arise out of and relate to the Debtor's actions by and through its agents, to direct the Bank for the benefit of the Debtor at the expense of the Bank. In addition to the specific bases for the claims discussed below, the

Debtor is liable to the Bank under various theories at law and in equity, including, without limitation, quantum meruit, quantum valebant, assumpsit for money lent, assumpsit for money had and received to the use of the Debtor, unjust enrichment, and mutual mistake of fact, because, in all instances, the Bank provided money, goods, and/or valuable services to the Debtor for which the Bank, under the foregoing principles, is entitled to be re-paid. Further, some of all of the claims set forth herein may be entitled to priority under 11 U.S.C. § 507.

Summary of FDIC-Receiver Claims

<p>Tax Related Entitlements</p>	<p>Entitlement and ownership of all rights to refunds of taxes and tax overpayments as against the Debtor stemming from consolidated Federal and State tax returns filed by the Debtor on behalf of, among others, the Bank. The FDIC-Receiver asserts 100% ownership interest in the tax receivables and refunds under applicable law as opposed to a mere claim for payment as a general unsecured creditor. On information and belief such tax receivables and refunds are expected to total in excess of \$9.5 million. FDIC-Receiver reserves all rights to assert an administrative expense priority or alternatively a general unsecured claim for such amounts to the extent that the FDIC-R does not prevail in its dispute regarding ownership and entitlement to such tax refunds and entitlements.</p>
<p>Capital Maintenance Obligations</p>	<p>Amounts undetermined at present relating to the Debtor's failure to maintain adequate capitalization of the Bank as required by the October 14, 2009 Cease and Desist Order consented to by the Debtor and the Bank and issued by the Office of Thrift Supervision (Order No. WN-09-032), including, but not limited to, Debtor's failure to comply with requirements with respect to the Bank's Capital Plan and capitalization of the Bank, as well as applicable law and regulatory requirements respecting capitalization of the Bank, which claims are entitled to priority under 11 U.S.C. § 507(a)(9).</p>
<p>Claims Based on Avoidance and/or Recovery of Fraudulent Transfers</p>	<p>Claims based on the FDIC-Receiver's right to avoid and recover direct or indirect transfers of funds and property from the Bank to Debtor and the shareholders or transferees of Debtor which constitute constructive or actual fraudulent transfers, obligations, or payments to Debtor. General unsecured claims to the extent not deemed to have arisen after the filing of Debtor's Chapter 11 petition. These claims may be entitled to</p>

	"superpriority" to the extent such claims fall under § 1821 (d) (17) (D) and are in an amount to be ascertained subject to the FDIC-Receiver's continuing investigation and analysis. On information and belief, such amounts could include in excess of \$1 million in dividends paid since January 1, 2008.
Bond Premium Based Claims	Entitlement to remittance of all amounts previously and hereafter paid upon the refund of pre-paid insurance policies, including, but not limited to, Bond insurance policies to which FDIC-Receiver is entitled as the owner thereof, not as a general unsecured creditor, in an amount in excess of \$70,000. FDIC-Receiver reserves its right to a general unsecured claim for such amounts to the extent that the FDIC-Receiver does not prevail in its dispute regarding ownership and entitlement to such refunds.
Tort Based Claims	Amounts undetermined at present relating to breaches of Debtor's legal duties owed to the Bank prior to the Bank's closure, as well as actions of the directors and officers of Debtor for which Debtor is liable, and actions of Debtor itself in breach of its fiduciary duties to the Bank and which caused the Bank to suffer damages including claims for indemnity and contribution relating to any actions in which the Bank is or may be named as a defendant.
Expense Reimbursement/Receivables Obligations.	Claim for payment of intercompany receivable in the sum of at least \$595,159.09 representing obligations of the Debtor to the Bank for expenses/reimbursement plus additional amounts which the FDIC-Receiver may determine in ongoing investigation/analysis.

4. On August 20, 2010, the Bank was closed by the Federal Office of Thrift Supervision ("**OTS**"). The FDIC was duly appointed as the Receiver of the Bank. The Bank was a wholly owned subsidiary of the Debtor. The Debtor was the Bank's holding company for purposes of applicable laws and regulations governing such holding companies.
5. On September 10, 2010, the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.). This Proof of Claim is submitted in Case No. 9:10-bk-14677-RR, currently pending in the United States Bankruptcy Court of the Central District of California, Northern Division (the "**Bankruptcy Case**"). No trustee or examiner has been appointed in the above

referenced bankruptcy case, and the United States Trustee has not appointed an Official Committee on Unsecured Creditors in the Bankruptcy Case.

FDIC-Receiver Claims

6. TAX RELATED CLAIMS.

- a. The FDIC-Receiver asserts claims and rights against the Debtor stemming from tax related issues arising from consolidated tax returns filed by Debtor on behalf of, among others, the Bank ("**Tax Claims**"). All Federal and State tax related refunds and overpayments that are outstanding based on consolidated tax returns, are due and owing to the Bank only, and not the Debtor and do not constitute property of the Debtor or its bankruptcy estate. A tax refund resulting from offsetting losses of one member of a consolidated filing group against the income of that same member in a prior or subsequent year inures to the benefit of that member, namely the Bank. Allowing Debtor to retain any refunds arising from a subsidiary's losses simply because the parent and subsidiary chose a procedural device to facilitate their income tax reporting unjustly enriches the parent and is a breach of Debtor's contractual and fiduciary duties to the Bank. Any amounts received by the Debtor in connection therewith will be held in trust for the Bank and would not constitute property of the Debtor or its bankruptcy estate.
- b. Prior to the closure of the Bank and appointment of the FDIC-Receiver of the Bank, Debtor filed consolidated tax returns on behalf of, among other affiliated entities, the Bank. In addition, the Bank and Debtor entered into an Amended Tax Sharing Agreement effective as of January 1, 1997, as may have been amended from time to time (Exhibit 1) (the "**Tax Agreement**.")¹ Pursuant to the Internal Revenue Code ("**IRC**"), federal regulations including Treasury Regulations, and regulatory policies and requirements applicable to federal savings bank such as the Bank herein, or state tax laws, as applicable, the Bank has an independent right to pursue, contest, compromise, or settle any tax related adjustment or deficiency relating to the Bank.
- c. The Bank was the principal operating entity for the Debtor's enterprise and it was the Bank that incurred significant losses which are the basis of pending tax refunds owed by the Internal Revenue Service ("**IRS**") and State tax authorities. All such refunds are property of the Bank and not the Debtor's estate by operation of the law, including the IRC, federal regulations including Treasury Regulations, and regulatory policies and requirements applicable to federal savings bank such as the Bank herein, or state tax laws and notwithstanding anything to the contrary in the Tax Agreement except to the extent consistent

¹ / Pursuant to the FDIC-Receiver's motion for a 2004 order, the Debtor provided what appears to be copy of at least one amendment to the Tax Agreement" effective November 2, 2001. (Exhibit 2). The FDIC-Receiver's investigation of further amendments to the Tax Agreement is continuing and the FDIC-Receiver reserves all rights related hereto.

therewith. The tax refunds are attributable solely to the income and loss of the Bank, and not the Debtor, and the refunds belong entirely to the FDIC-Receiver. Such tax refunds would include refunds resulting from the enactment of the Worker, Homeownership and Business Assistance Act of 2009, which act allows certain entities to carry back a net operating loss sustained by a corporate taxpayer for up to five years. The Debtor is required by law and the Tax Agreement to immediately turn over to the FDIC-Receiver any and all tax refunds that the Debtor previously received or hereafter may receive, and the FDIC-Receiver reserves all rights relating to its claim for turnover of such tax refunds. The FDIC-Receiver's rights and entitlements to the tax refunds also are consistent with the Tax Agreement, to the extent that the Tax Agreement is determined to be applicable to the rights of the parties with respect to tax refunds, which provides, among other things, that any tax refunds received by the Debtor are to be held as agent for the Bank in trust. Moreover, to the extent the Tax Agreement may be determined to provide otherwise, the Tax Agreement would be contrary to applicable law. Further, and to the extent not remitted to the Bank by order or otherwise and/or the FDIC-Receiver is not determined to be the sole owner of the tax refunds, any claim against the Debtor for tax related refunds owed to the Bank will give rise to an FDIC-Receiver claim for an administrative expense pursuant to 11 U.S.C. § 503. If the FDIC-Receiver is not deemed to be the sole owner of all or any part of the tax refunds contrary to the FDIC-Receiver's contention, the Debtor would have an obligation to remit the share thereof to the FDIC-Receiver and the FDIC-Receiver would have an administrative expense priority claim insofar as the failure to remit occurred post-petition or, alternatively, a pre-petition claim.

- d. By way of example, and without limiting the foregoing, the FDIC-Receiver is the owner of, and is entitled to, recover the tax refunds in connection with any consolidated tax return and any amended tax returns as well as any tax refund claims or elections to carry back net operating losses to prior tax years. On information and belief, such Federal and State tax refunds could total in excess of \$9.5 million.
- e. The FDIC-Receiver specifically reserves the right to litigate, prosecute, dispute, contest, compromise, or settle any purported right of set off or offset claimed by the Debtor, relating to tax refunds and the FDIC-Receiver's entitlement to any tax refunds in the proper venue or court under Title 12. Such claims and defenses are not subject to the jurisdiction of the Bankruptcy Court, but rather independent property rights and claims that are subject to the exclusive jurisdiction under Title 12 and administrative hearings pursuant to 12 U.S.C. § 1821(d).

7. THE DEBTOR'S CAPITAL MAINTENANCE OBLIGATIONS TO SUBSIDIARY BANK.

- a. FDIC-Receiver's Claim arises in part from the Debtor's obligation to maintain and guarantee the appropriate capital levels of the Bank pursuant to applicable capital and liquidity requirements including, but not limited to, the statutory and

regulatory provisions set forth in 12 U.S.C. 1831o, 12 U.S.C. 1464(s) and 12 C.F.R. Section 225.4 (collectively, "**Capital Maintenance Claims**"). The Capital Maintenance Claims may be subject to priority under 11 U.S.C. § 507(9), if applicable. Among other things, the Debtor failed to comply with the "prompt corrective action" provision as codified under the statutory and regulatory scheme set forth under 12 U.S.C. 1831o, which imposes a capital maintenance obligation and mandates cash infusions to the Bank subsidiary. The Debtor also was obligated to maintain appropriate capital levels under enforceable and implied capital maintenance agreements and to submit a Capital Plan and Operations Plan as per the October 14, 2009 Cease and Desist Order (Order No. WN-09-032), entered into by the Debtor and the Bank with OTS. The Debtor's duties and obligations under the applicable law and regulations and Cease and Desist Order included, but were not limited to, capital monitoring and forecasting, capital deployment/allocation and capital raising activities.

- b. The Debtor's failure to, among other things, sufficiently maintain the appropriate capitalization of the Bank damaged the Bank in an unliquidated amount in excess of \$5 million based on the FDIC-Receiver's actual payment of insured deposit and uninsured deposit obligations to depositors as well as administrative expenses.
- c. The FDIC-Receiver's claims based upon the Bank's insufficient capitalization may be entitled to priority pursuant to 11 U.S.C. § 507(a)(9).

8. AVOIDANCE OF FRAUDULENT TRANSFERS FROM BANK.

- a. Discovery and investigations have only recently been commenced with respect to the FDIC-Receiver's Claim which may arise from the FDIC-Receiver's authority as Receiver of the Bank, to avoid and recover a transfer of any interest of an institution-affiliated party or any "persons" that the FDIC-Receiver determines are debtors of the Bank, any transfer of any interest or obligation in property that may have been made with the intent to hinder, delay, or defraud the Bank, the FDIC-Receiver, or any other appropriate Federal Banking agency, within five years of the date of appointment of the FDIC as Receiver of the Bank pursuant to 12 U.S.C. § 1821(d)(17). Certain allegations may be subject to revision upon completion of discovery and investigation. Subject to the FDIC-Receiver's on-going investigations, the FDIC-Receiver may be entitled to avoid and recover property fraudulently transferred including any interests of the Debtor as either an "institution affiliated party" or a "debtor". In this respect, the FDIC-Receiver's rights under Section 1821(d)(17) are superior to any rights of any other party (other than any party which is a Federal agency) under Title 11. As such, the FDIC-Receiver may have a statutory "superpriority" to recover all fraudulently conveyed transfers subject to that statute over all other creditors of the Debtor. The FDIC-Receiver reserves all rights to recover the property transferred, or, if a court so orders, the value of such property at the time of such transfer from the initial transferee, the institution-affiliated party, or the person for whose benefit

the transfer was made, or from any immediate or mediate transferee of any such initial transferee. 12 U.S.C. S 1821(d)(17)(B).

- b. Further, and subject to the on-going discovery and FDIC-Receiver investigations related hereto, the FDIC-Receiver's Claim may also include and be based on its authority under applicable state law enactments of the Uniform Fraudulent Transfer Act, successor statute to the Uniform Fraudulent Conveyance Act including California's Uniform Transfer Act, to avoid and recover (among other things) transfers or obligations within the statutory reachback period set forth in California Civil Code § 3439 et seq. ("**CUFTA**"). The FDIC as Receiver and/or conservator has standing to assert a claim against the Debtor under CUFTA since it succeeds to the rights of the Bank as a creditor under state law pursuant to 12 U.S.C. § 1821(d)(2)(A). More specifically, and without limitation, to the extent the FDIC-Receiver's Claim includes transfers subject to CUFTA, the FDIC-Receiver has standing to avoid and recover transfers pursuant to 12 U.S.C. 1821(g), which provides that, notwithstanding any other federal or state law provision, the FDIC-Receiver is subrogated to all rights of the depositors of the Bank -- to the extent the FDIC-Receiver pays or assumes a deposit of the Bank under Title 12. In the case of the Bank, the FDIC-Receiver has the right to assert and liquidate claims based on the statutory obligation to pay all insured deposits. Accordingly, the FDIC-Receiver is a "creditor" and is subrogated to the rights of the depositors against various "debtors" including the Debtor as those terms are defined in California Civil Code section 3439.01, subs. (c), (e).
- c. Actual Fraud: the Debtor may have engaged in actual fraud with respect to transfers that were made from the Bank directly to the Debtor when the Debtor was, or was rendered, insolvent as a result of such transfer and obligations. The interests and the assets in the transfers subject to CUFTA were retained and controlled by the Debtor with respect to such transfers as the controlling holding company and parent of the Bank. The transfers were not fully or adequately disclosed and involved significant and substantial assets of the Bank, especially in calendar years 2008 and 2009. The Bank did not receive fair or reasonably equivalent consideration for the subject transfers to the Debtor including, but not limited to, the capital dividends and distributions upstreamed from the Bank to the Debtor.
- d. Constructive Fraud: Under CUFTA, the Bank may also have a claim against the Debtor for "constructive fraud" because the Bank incurred obligations without receiving "reasonably equivalent value" and the Bank was insolvent at the time, or was rendered insolvent by the subject obligations and transfers. (Civ. Code § 3439.05.) Reasonably equivalent value may not have been received by the Bank as to the transfers subject to CUFTA as further described in this Claim. As to insolvency, a debtor is insolvent if, at fair valuations, the sum of the debtor's debts is greater than all of the debtor's assets. (Civ. Code § 3439.02(a).) Additionally, a debtor who is generally not paying his debts as they become due is presumed insolvent. (See Civ. Code § 3439.02(c).) Here, the subject transfers and obligations may have caused the Bank to be rendered insolvent based on

the true value of the Bank's assets and insufficient capital which ultimately led to the Bank's closure and appointment of the FDIC as Receiver of the Bank.

- e. Based on the foregoing statutes, the FDIC-Receiver may be entitled to avoid and recover an as yet undetermined amount but which, on information and belief, is in excess of \$2 million of assets transferred from the Bank to the Debtor during 2007 and 2008 as upstreamed funds or dividends. Some or all of these transfers appear to have contributed to the inadequate capitalization and insolvency of the Bank. The FDIC-Receiver is entitled, pursuant to Title 12 and CUFTA, to recover these amounts in an amount to be ascertained.

9. BOND PREMIUM REFUNDS

The Bank paid for or were the source of funds used to purchase insurance policies including Bond insurance policies and other policies described in the Debtor's schedules filed herein. Any amounts previously and hereafter paid upon the refund of pre-paid insurance policies including, but not limited to, Bond insurance policies which total in excess of \$70,000, constitute property of the FDIC-Receiver which the FDIC-Receiver is entitled to retain to the exclusion of the Debtor. FDIC-Receiver reserves its right to a general unsecured claim for such amounts to the extent that the FDIC-R does not prevail in its dispute regarding ownership and entitlement to such refunds.

10. EXPENSE REIMBURSEMENTS AND OTHER CHARGES

- a. As of August 20, 2010, the books and records of the Bank disclose that the Bank holds a receivable payable by the Debtor to the Bank in the sum of at least \$595,159.09. Such entry constitutes an account stated as between the Bank and the Debtor, represents charges which the Debtor had undertaken to pay to the Bank for goods and/or services or other agreed upon charges. Upon information and belief, this portion of the claim is based on intercompany charges between the Debtor and the Bank, as reflected in the Bank's general ledger accounts .
- b. The Bank and Debtor entered into an Administrative Services Agreement, dated as of September 20, 1996, Exhibit 3 which provides, as more fully set forth therein, for the payment by the Debtor to the Bank of charges for administrative services provided by the Bank to the Debtor and for which the Debtor was obligated to pay the Bank the fair market value thereof determined in accordance with such agreement. On information and belief, FDIC-Receiver asserts that all or some of the \$595,159.09 in receivables payable by the Debtor arose pursuant to such Administrative Services Agreement or similar agreements.

11. TORT CLAIMS.

The Bank's claims also include claims, if any, based upon breaches of fiduciary duties owed by the Debtor or the directors and officers of the Debtor to the Bank and the liability of the Debtor in connection therewith. Such directors and officers may have failed to meet their lawful obligations and act in the best interests of the Bank including, but not limited to: directing and/or authorizing the various upstream dividend and/or

other avoidable transfers; failing to adequately maintain the capitalization of the Bank; failing to engage in suitable risk management; implementing substandard practices for loan underwriting, asset purchases, and sales for the Bank; and, repeatedly taking or omitting to take actions that would serve the Bank's interests during the Bank's financial crisis. The FDIC-Receiver also has succeeded to rights, claims and causes of action by the Bank against directors, officers, professionals, and others who provided services to the failed institution. FDIC-Receiver reserves all of its rights and remedies in and to any insurance policies potentially covering the FDIC-Receiver's claims against such persons and entities including policies pursuant to which the Debtor and/or the Bank are insureds or additional insureds. Further, the Bank may have claims for undetermined amounts based on indemnity or contribution rights that the Bank is entitled to assert against the Debtor due to the Debtor's unlawful conduct relating to any actions or claims in which the Bank is or may be a named defendant.

RESERVATION OF RIGHTS

12. Neither this Proof of Claim, nor any subsequent appearance, pleading, claim, document, suit, motion nor any other writing or conduct, shall constitute a waiver or consent by the FDIC-Receiver of any (a) rights to Sovereign Immunity; (b) right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Court Judge; (c) right to trial by jury in any proceeding as to any and all matters so triable therein, whether or not the same be designated legal or private rights, or, in any case, controversy or proceeding related hereto, whether or not such jury trial right is pursuant to statute or the United States Constitution; (d) right to have the reference of this matter or any proceedings respecting the subject matter hereof or any other proceedings in the within bankruptcy case withdrawn by the United States District Court in any matter or proceeding subject to mandatory or discretionary withdrawal; or (e) other rights, claims, actions, defenses, setoffs, recoupments or other matters to which this party is entitled under any agreements or at law or in equity or under the United States Constitution. All of the above rights are expressly reserved and preserved without exception and with no purpose of conceding jurisdiction in any way by this filing or by any other participation in this matter. The FDIC-Receiver expressly reserves all rights at law and equity to assert that the preemption of the Bankruptcy Court's jurisdiction and the exclusive jurisdiction provided under Title 12 and applicable with respect to the FDIC-Receiver.
13. The FDIC-Receiver reserves the right to amend, modify, and supplement this Proof of Claim in any manner whatsoever including, without limitation, the right to assert administrative claims and priority claims under Sections 503 and 507 of the Bankruptcy Code, to assert the FDIC-Receiver's pre-petition expenses (including legal costs and expenses) and fees not previously reimbursed or paid, to assert indemnity or contribution claims, to assert post-petition claims (including legal costs and expenses) to file additional Proofs of Claim for additional claims, and to assert, without limitation, any claim to which the FDIC-Receiver might be entitled at law or in equity. The FDIC-Receiver specifically reserves all rights to setoff against the Debtor any interests that are subject to setoff under Section 553 of the Bankruptcy

Code. Accordingly, the FDIC-Receiver asserts and reserves all of its rights, if any, to setoff any sums due to the Debtor against sums due the FDIC-Receiver by the Debtor.

14. The FDIC, in the capacity in which this Claim is submitted, is a governmental unit as defined in 11 U.S.C. § 101(27) and, as a result, the bar date applicable to the FDIC-Receiver is March 9, 2011. 11 U.S.C. § 502(b)(9).
15. The FDIC-Receiver's investigations and review of the Bank's and the Debtor's books and records (most of which were neither created nor maintained by the FDIC-Receiver) are ongoing and the FDIC-Receiver and its professional advisers have not yet had a sufficient opportunity to evaluate and determine all claims that the FDIC-Receiver may have against the Debtor including those relating to the FDIC's tax entitlements and damages caused by the undercapitalization of the Bank and breaches of the Debtor's obligations and duties in connection therewith.
16. The FDIC-Receiver specifically reserves any rights at law or equity that the FDIC-Receiver has or may have against the Debtor or any other entity, person, or persons including, inter alia, the insiders, directors or officers of the Debtor.
17. This Proof of Claim is not intended to be, and shall not be construed as (a) an election of remedies; (b) waiver of any right to the determination of any issue or matter by a jury; (c) a waiver of any defaults; or (d) a waiver or limitation of any rights at law or equity, remedies, claims or interests of the FDIC-Receiver.

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NOTICES AND REQUESTS FOR DOCUMENTS AND FDIC REPRESENTATION

All notices and requests for documents to this Claim shall be served upon:

<p>Kathryn R. Norcross, Senior Counsel Nicholas Katsonis, Counsel Federal Deposit Insurance Corporation, Legal Division 3501 Fairfax Drive Room D-7092 Arlington, Virginia 22226-3500 Telephone: 703-562-2089</p>	<p>Allan H. Ickowitz, Esq. John W. Kim, Esq. Valerie A. Strumwasser, Esq. c/o Nossaman LLP 445 S. Figueroa St., Suite 3100 Los Angeles, CA 90071 Telephone: (213) 612-7800 Facsimile: (213) 612-7801 aickowitz@nossaman.com jkim@nossaman.com vstrumwasser@nossaman.com</p>
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Exhibit 1

AMENDED
TAX SHARING AGREEMENT
among
HARRINGTON WEST FINANCIAL GROUP, INC.,
and
LOS PADRES SAVINGS BANK, FSB,
and
VALLEY OAKS FINANCIAL CORPORATION

Harrington West Financial Group, Inc. ("Harrington West"), Los Padres Savings Bank, FSB ("Los Padres"), and Valley Oaks Financial Corporation ("Valley Oaks") hereby enter into this Amended Agreement effective as of the 1st day of January, 1997, pursuant to which tax liabilities or refunds will be allocated properly among Harrington West, Los Padres and Valley Oaks.

Harrington West is a holding company for Los Padres. Los Padres is the wholly-owned subsidiary of Harrington West. Valley Oaks is a wholly-owned subsidiary of Los Padres.

By entering into this Amended Agreement, Harrington West, Los Padres and Valley Oaks intend to clarify certain provisions of that certain Tax Sharing Agreement previously entered into by them as of January 1, 1997.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

AGREEMENT

Article I

DEFINITIONS

Unless otherwise indicated, the following terms shall, for the purposes of this Agreement, be defined as follows:

- 1.1 Code shall mean the Internal Revenue Code of 1986, as amended.
- 1.2 Independent Public Accountant shall mean the firm of certified independent public accountants as may from time to time be retained by Harrington West.

Article II

TAX SHARING

2.1 Federal Income Tax.

a. It is the desire and intent of the parties to this Agreement to establish a method for allocating the consolidated tax liability of each member among the Affiliated Group (hereinafter defined), for reimbursing Harrington West for payment of such tax liability, for compensating members of the Affiliated Group for use of their losses or tax credits, and to provide for the allocation and payment of any refund arising from a carryback of losses or tax credits from subsequent taxable years.

b. For purposes of this Article II, the term "Affiliated Group" shall have the meaning assigned to it in Code Section 1504(a) and shall include all members of the group included in the filing of Harrington West's consolidated tax return for federal income tax purposes. Harrington West, which is the common parent corporation, Los Padres, which is a wholly-owned subsidiary of Harrington West, and Valley Oaks which is a wholly-owned subsidiary of Los Padres, are members of the Affiliated Group. In the event additional corporations become members of the Affiliated Group, the parties to this Agreement shall use their best efforts to include such corporations as parties to this Agreement.

c. A U.S. consolidated income tax return will be filed by Harrington West for each taxable year for which this Agreement is in effect and for which members of the Affiliated Group are required or permitted to file a consolidated tax return. The members of the Affiliated Group shall execute and file such consents, elections and other documents that may be required or appropriate for the proper filing of such returns.

d. For each taxable period, members of the Affiliated Group shall compute their separate tax liability as if they had filed a separate tax return. The separate return tax liability of the members of the Affiliated Group shall be computed in a manner consistent with the provisions of Treasury Regulation Section 1.1552-1(a)(2)(ii), provided that the carryover of any tax attribute from a prior taxable year, which is not available in determining the consolidated tax liability of the Affiliated Group for such taxable period, shall be disregarded. Moreover, the parties agree to reimburse any member which has tax losses or credits in an amount equal to 100% of the tax benefits realized by the other members of the Affiliated Group as a result of the utilization by them of such member's tax losses or credits. It is the intent of the members of the Affiliated Group that the tax liability will be allocated in accordance with the "percentage method" of Section 1.1502-33(d)(3) of the Treasury Regulations and that the percentage referred to in Section 1.1502-33(d)(3)(i) shall be 100%. Harrington West is authorized to elect the "percentage method" in accordance with the procedures specified in Section 1.1502-33(d)(5) of the Treasury Regulations. Notwithstanding any other provision in this paragraph 2.1d, Los Padres shall in no instance pay more in taxes or receive less benefit under this paragraph 2.1d than would occur if Los Padres had filed its federal income tax return on a separate entity basis.

e. Payment of the consolidated tax liability for a taxable period shall include the payment of estimated tax installments due for such taxable period and members of the Affiliated Group shall pay to Harrington West their estimated tax payments as computed in paragraph 2.1d within seven (7) business days of receiving notice of such payments from Harrington West, but in no event later than the due date for each estimated tax payment nor more than seven (7) business days prior to the date on which the tax is due to the taxing authority. Overpayments of estimated tax by members of the Affiliated Group shall be refunded within seven (7) business days to the appropriate members of the Affiliated Group. In no event will Los Padres receive less in a refund of overpaid estimated tax payments than Los Padres would have received if Los Padres computed its estimated tax payments on a separate entity basis.

f. If part or all of an unused loss or tax credit is allocated to a member of the Affiliated Group pursuant to Treasury Regulation Section 1.1502-79, and is carried back or forward to a year in which the Affiliated Group member filed a separate return or a consolidated return with another affiliated group, any refund or reduction in tax liability arising from the carryback or carry forward shall be retained by the subject Affiliated Group member. Notwithstanding the above, Harrington West shall determine whether an election shall be made not to carryback part or all of a consolidated net operating loss for any taxable year in accordance with Section 172(b)(3) of the Code, provided that (regardless of such election) Los Padres shall pay no more in taxes nor receive any less refund than if Los Padres had filed its federal income tax return on a separate entity basis.

g. If the consolidated tax liability is adjusted for any taxable period, whether by means of an amended return, claim for refund, or after a tax audit by the Internal Revenue Service, the liability of the Affiliated Group members shall be recomputed by Harrington West to give effect to such adjustments. In the case of a refund, Harrington West shall make payment to each Affiliated Group member for its share of the refund, determined in the same manner as in paragraph (d) above, within seven (7) business days after the refund is received by Harrington West. In the case of an increase in tax liability, each Affiliated Group member shall pay to Harrington West its allocable share of such increased tax liability within seven (7) business days after receiving notice of such liability from Harrington West but in no event later than the due date for tax payment

h. The parties agree that it is their express intent that this Agreement shall at all times be construed in a manner consistent with any law or regulation applicable to any member as now or hereafter in effect relating to savings and loan associations, the insurance of their accounts, or savings and loan holding companies. Anything to the contrary herein notwithstanding, (1) Los Padres shall not pay to members an amount greater than the tax which Los Padres would have been required to pay had it filed a separate tax return, taking maximum advantage of available reductions in taxable income; (2) any payments made pursuant to paragraphs 2.1e, f and g of this Agreement shall be made only with reference to the time taxes are actually paid or refunds or credits are actually received, it being understood that Los Padres shall at no time make advance payments with respect to the foregoing to any member; and (3) any funds (i) received by Harrington West from any member for the payment by Harrington West of taxes or (ii) received by Harrington West from any taxing authority by reason of any refund, credit

or overpayment and properly allocable to another member, shall at all times be held by Harrington West in a segregated account solely as agent for such member and shall at no time be commingled with any other funds held by Harrington West.

2.2 Certain State Taxes. Affiliated Group members shall file state tax returns as required by state law and pay the appropriate tax; provided, however, that state taxes resulting from combined reporting under unitary tax principles shall be shared by the entities included in the combined report in proportion to their relative contributions to the state tax liability under the combined report. Any required estimated state tax payments will be paid directly by the Affiliated Group members. If the state tax return is reviewed by the state taxing authority and adjustments are made which will either increase or decrease the tax previously reported and paid, the Affiliated Group members affected by such adjustments shall pay all costs or receive all benefits from such adjustment. In the event that such state taxes are increased or decreased because of combined reporting under unitary tax principles, each member of the Affiliated Group shall pay its allocable share (or receive its allocable benefit) resulting from such combined reporting, provided that in no event shall the amount of allocated taxes or benefits to Los Padres be more than Los Padres would have incurred or received if Los Padres had filed its tax returns on a separate entity basis.

2.3 Other Taxes. Either Harrington West or the other Affiliated Group members may from time to time become subject to additional taxes by federal, state or local authorities. In such event the members of the Affiliated Group shall consult with each other to determine a mutually acceptable form of allocation or apportionment of such taxes, provided, however, that the Delaware franchise tax shall be paid by Harrington West, and provided that Los Padres in no event will pay more in such taxes or receive less in refunds of such taxes than if Los Padres had filed the relevant tax returns on a separate entity basis.

2.4 Procedural Matters.

a. Harrington West shall prepare and file consolidated returns, and any other returns, documents or statements required to be filed with the Internal Revenue Service with respect to the determination of the tax liability of Harrington West and the Affiliated Group members for all taxable periods commencing with the tax period applicable as of the date of the execution of this Agreement. Harrington West shall have the right, in its sole discretion: (i) to determine (A) the manner in which such returns shall be prepared and filed, including, without limitation, the manner in which any item of income, gain, loss, deduction or credit shall be reported; provided, however, that Harrington West shall consider in good faith any treatment proposed by the Affiliated Group members, and provided further that without regard to the manner in which Harrington West prepares and files the consolidated returns, Los Padres will in no event pay more in taxes or receive less in refunds than if Los Padres had filed its income tax returns on a separate entity basis, (B) whether any extensions of the statute of limitations may be granted and (C) the elections that will be made pursuant to the Code on behalf of any member of the consolidated group (it being agreed, however, that Harrington West shall not unreasonably withhold its consent to any elections which members of the Affiliated Group desire to make); (ii) to contest, compromise or settle any adjustment or deficiency proposed, asserted or assessed as a result of any audit of any such returns; (iii) to file, prosecute, compromise or settle any claim for

refund; and (iv) to determine whether any refunds to which the consolidated group may be entitled shall be paid by way of refund or credited against the tax liability of the consolidated group.

b. Harrington West, to the extent such information is available, shall promptly notify the members of the Affiliated Group of any tax liability or refund issue, and shall advise and consult in good faith with such members with respect to contest, compromise or settlement thereof.

c. In the event of any disagreement as to the method of, or principles followed in, the computation, or as to the amount of income, deduction, gain, loss or credit, the parties shall submit the dispute to the Independent Public Accountant and the determination of such firm shall be conclusive and binding; provided, however, that in no event shall Los Padres pay more in taxes or receive less in refunds as a result of such determination than if Los Padres had filed its tax returns on a separate entity basis.

2.5 Cooperation.

a. At all times during which this Agreement is in force, the parties shall make available to each other during normal business hours and in a manner which will not interfere with the other party's business, its tax, accounting, and legal staff to the extent reasonably required in connection with the preparation of tax returns and other tax matters.

b. In the event of the termination of this Agreement, the parties will use their best efforts to make available to the others, upon written request, its officers and employees in connection with any tax proceedings.

Article III

MISCELLANEOUS

3.1 Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. No alteration, amendment or modification of any of the terms of this Agreement shall be valid unless made by an instrument signed by an authorized officer of the parties hereto.

3.2 Termination. This Agreement may be terminated by any party hereto upon thirty (30) days prior written notice to the other parties.

3.3 Law Governing. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of California, as such laws may from time to time be amended or revised.

3.4 Headings. The headings contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

3.5 Notices. Any notice, demand, claim or other communication under this Agreement shall be in writing and shall be deemed to have been given upon the delivery or mailing thereof, as the case may be, if delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other address as a party may specify by notice to the others):

If to Harrington West, to:

Harrington West Financial Group, Inc.
7300 College Boulevard, Suite 430
Overland Park, Kansas 66210
Attention: President

If to Los Padres, to:

Los Padres Savings Bank, FSB
610 Alamo Pintado Road
Solvang, California 93463
Attention: President

If to Valley Oaks, to:

Valley Oaks Financial Corporation
610 Alamo Pintado Road
Solvang, California 93463
Attention: President

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

3.7 Assignments, Third Party Beneficiaries. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to benefit any person, other than the parties hereto and such successors and assigns, and no such person shall be a third party beneficiary hereof.

3.8 Successor Corporations. This Agreement is binding upon and shall inure to the benefit of any successor corporations, whether by statutory merger, acquisition of assets or stock, or otherwise, to any of the parties hereto to the same extent as if the successor had been an original party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement
as of the day and year first above written.

HARRINGTON WEST FINANCIAL GROUP, INC.,
a Delaware corporation

By: *William D. Reu*
President

LOS PADRES SAVINGS BANK, FSB

By: *William D. Reu*
Chairman

VALLEY OAKS FINANCIAL CORPORATION,
a California corporation

By: *William D. Reu*
President

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Exhibit 2

of 26
AMENDMENT TO

AMENDED TAX SHARING AGREEMENT

among

HARRINGTON WEST FINANCIAL GROUP, INC., and LOS PADRES BANK,
and VALLEY OAKS FINANCIAL CORPORATION

Dated January 1, 1997

Harrington West Financial Group, Inc. ("Harrington West"), Los Padres Bank, FSB ("Los Padres"), Valley Oaks Financial Corporation ("Valley Oaks") and Harrington Wealth Management Company ("HWMC") hereby enter into this Amendment to Amended Tax Sharing Agreement effective as of the 1st day of November, 2001.

Article 2.1 b. of the Amended Tax Sharing Agreement dated January 1, 1997 is hereby amended to read:

"For purposes of this Article II, the term "Affiliated Group" shall have the meaning assigned to it in Code Section 1504(a) and shall include all members of the group included in the filing of Harrington West's consolidated tax return for federal income tax purposes. Harrington West, which is the common parent corporation; Los Padres, which is a wholly-owned subsidiary of Harrington West; HWMC, which is a wholly-owned subsidiary of Los Padres and Valley Oaks, which is a wholly-owned subsidiary of Los Padres, are members of the Affiliated Group. In the event additional corporations become members of the Affiliated Group, the parties to this Agreement shall use their best efforts to include such corporations as parties to this Agreement."

HWMC will receive the same tax sharing benefits as the "Affiliate Group" as of the agreement date. All tax carry forward benefits or losses received at the time of purchase will be the sole responsibility of HWMC.

Article 3.5 is amended to include:

If to HWMC, to:
Harrington Wealth Management
Attn: Chief Operating Officer
10150 Lantern Road, Suite 150
Fishers, IN 46038"

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to Amended Tax Sharing Agreement as of the day and year first above written.


HARRINGTON WEST FINANCIAL GROUP, INC.

By: 

HARRINGTON WEALTH MANAGEMENT, INC.

By: 

LOS PADRES BANK

By: 

VALLEY OAKS FINANCIAL CORPORATION

By: 

Exhibit 3

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the "Agreement") is entered into effective as of September 20, 1996 (the "Effective Date") by and between Los Padres Savings Bank, FSB (the "Bank") and Harrington West Financial Group, Inc. (the "Company") with respect to the following:

A. The Company desires that the Bank provide certain administrative services to the Company and possibly to certain subsidiaries or sister companies of the Company (collectively, the "Subsidiaries").

B. The Bank is a wholly owned subsidiary of the Company. The Company and the Subsidiaries therefore are "affiliates" and "affiliated persons" of the Bank, as those terms are defined in Sections 563.41 and 561.5 of the OTS Regulations, respectively. Accordingly, any service arrangements between the Bank on the one hand and the Company and/or the Subsidiaries on the other hand must satisfy, among other things, Section 23B of the Federal Reserve Act ("Section 23B"). Section 23B requires that the terms of the service arrangement be at least as favorable to the Bank as the terms of comparable transactions with unaffiliated companies.

C. The Bank is willing to provide such administrative services to the Company and the Subsidiaries, provided that the arrangement satisfies the requirements of Section 23B and all other rules applicable to service arrangements between a savings bank and its affiliates and affiliated persons (collectively, the "Related Party Rules") and otherwise is acceptable to the Bank.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing recitals, which are incorporated herein by this reference thereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Company hereby agree as follows:

1. Services. The Bank will provide certain administrative services to the Company and, at the Company's request, to certain Subsidiaries, including without limitation (a) the preparation of periodic financial statements, (b) shareholder relation activities, including the preparation and filing of proxy materials, periodic reports and related materials required under federal and state securities laws, (c) the processing and payment of the Company's accounts payable items, (d) employee and personnel matters relating to the Company, including without limitation the compensation of officers and other employees of the Bank who perform services on behalf of the Company, and (e) any other administrative or operational functions requested by the Company and agreed to by the Bank.

2. Payment. The Company shall pay to the Bank the market value of all administrative services provided by the Bank to the Company and the Subsidiaries and all

expenses incurred by the Bank in connection therewith. The amount of such payment shall be calculated by (a) first determining the percentage of time spent by each officer and other employee of the Bank performing services on behalf of the Company and Subsidiaries and then multiplying the officer's or employee's monthly salary by that percentage, (b) adding to the preceding amount estimated overhead expenses relating to all such officer and employee activities, and (c) multiplying the result of the foregoing calculations by one hundred ten percent (110%). For purposes of determining the percentage of time that a Bank officer or employee spends on services provided to the Company and the Subsidiaries, each officer and employee of the Bank performing services on behalf of the Company or the Subsidiaries shall complete and deliver Employee Time Reports substantially in the form of Exhibit A hereto for each day on which such work is performed. The payment for each month shall be billed to the Company following the end of the month, and shall be payable within ten (10) days of receipt of the invoice.

3. Miscellaneous.

A. Savings Clause. If any transaction contemplated herein is deemed to violate the Related Party Rules or any other law, regulation, rule or order of any governmental authority that regulates the activities of or has jurisdiction over the Bank, the Company or the Subsidiaries, such transaction shall be reformed or rescinded with the consent of both parties hereto so as to eliminate such violation.

B. Term. This Agreement shall begin on the Effective Date and shall continue thereafter under either party terminates the Agreement by giving the other party at least thirty (30) days' written notice of termination.

C. Partial Invalidation. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining portions of this Agreement shall continue in full force and effect.

D. Governing Law. This Agreement shall be construed, enforced and otherwise governed by California law.

E. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties hereto relating to the subject matter hereof and supersedes any prior agreements, negotiations or representations, whether oral or written, relating thereto.

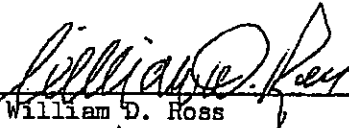
F. Amendments. Any amendment or modification of this Agreement must be in writing and executed by duly authorized representatives of the Company and the Bank.

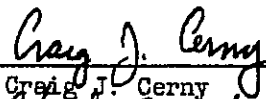
G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

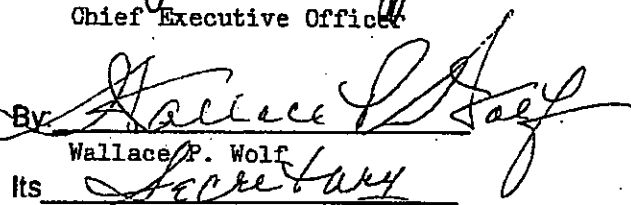
LOS PADRES SAVINGS BANK, FSB

HARRINGTON WEST FINANCIAL GROUP, INC.

By: 
William D. Ross
Its PRESIDENT
President

By: 
Craig J. Cerny
Its Chief Executive Officer
Chief Executive Officer

By: 
William W. Phillips, Jr.
Its Senior Vice President
Senior Vice President

By: 
Wallace P. Wolf
Its Secretary
Secretary

Central District Of California Claims Register

9:10-bk-14677-RR Harrington West Financial Group, Inc.

Judge: Robin Riblet **Chapter:** 11

Office: Santa Barbara **Last Date to file claims:** 01/20/2011

Trustee: **Last Date to file (Govt):** 03/09/2011

Creditor: (28783562) FDIC as Receiver for Los Padres Bank, FSB c/o Nossaman LLP Allan H. Ickowitz, Esq., John W. Kim, Es 445 S. Figueroa Street, 31st Floor Los Angeles, CA 90071	Claim No: 12 <i>Original Filed</i> Date: 03/09/2011 <i>Original Entered</i> Date: 03/09/2011	Status: Filed by: CR Entered by: Strumwasser, Valerie Modified:
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Total claimed:

<i>History:</i>	Details <u>12-1</u> 03/09/2011 Claim #12 filed by FDIC as Receiver for Los Padres Bank, FSB, total amount claimed: \$0 (Strumwasser, Valerie)
<i>Description:</i>	(12-1) See Attached
<i>Remarks:</i>	

Claims Register Summary

Case Name: Harrington West Financial Group, Inc.

Case Number: 9:10-bk-14677-RR

Chapter: 11

Date Filed: 09/10/2010

Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured		
Priority		
Unknown		
Administrative		
Total	\$0.00	\$0.00