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LIMS No. [redacted]
DIP/Mortgage Fraud

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Execution

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE

("Settlement Agreement") is entered into and made effective as of the 17th day of June, 2010 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB ("FDIC") and American Mortgage Network, Inc. and its affiliates as set forth in Exhibit "A" attached hereto and incorporated herein. American Mortgage Network, LLC, successor in interest to American Mortgage Network, Inc. and its affiliates as set forth in Exhibit "A" are hereinafter collectively referred to as "AmNet". The FDIC and AmNet may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

(b)(2)

RECITALS

1.1 AmNet from time to time had sold and/or delivered mortgage loans to IndyMac Bank, FSB, or its affiliates (hereinafter collectively referred to as "IndyMac Bank, FSB") pursuant to various written agreements, including but not limited to Broker Agreements, Mortgage Loan Purchase Agreements, Correspondent Agreements, and Sellers Warranties and Servicing Agreements ("Agreements"). A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity pursuant to the Agreements. Specifically, IndyMac Bank, FSB made demands to AmNet for repurchase and/or indemnification based upon a finding of a breach of the representations and warranties or an "Early Payment Default" as set forth in the Agreements.

1.2 Without admitting liability, the Parties desire to and have agreed to settle all repurchase and indemnification claims relating to the mortgage loans pursuant to the Agreements which were sold directly by AmNet to IndyMac Bank, FSB (the "LOANS"), upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1.3 **Recitals.** The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

1.4 **Payment of the Settlement Agreement.** AmNet shall pay the total sum of \$12,000,000 (Twelve Million Dollars) (the "Settlement Funds") by no later than June 21,

2010. Payments shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number: [redacted] Routing Number: [redacted] Reference: AmNet Settlement.

(b)(4)

(b)(4)

RELEASE

1.5 Unknown Claims. Each Party acknowledges that this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which that Party may have against the other Party arising from the obligation to repurchase and/or indemnify for losses associated with the LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule with respect to the LOANS.

1.6 Each Party certifies that they have read and understood the following provisions of *California Civil Code §1542*, which states in pertinent part as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

1.7 Each Party understands and acknowledges that the significance and consequence of its waiver of *California Civil Code §1542* is that even if any Party should eventually suffer additional damages arising out of the obligation to repurchase and/or indemnify for losses associated with the LOANS, the claims and causes of action that were or could have been asserted relating to the obligation to the repurchase and/or indemnify for losses associated with the LOANS, or any facts or circumstances related to the obligation to repurchase and/or indemnify for losses associated with the LOANS, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each Party acknowledges that it consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

1.8 The FDIC hereby fully, finally, and forever releases and discharges AmNet and any and all of their respective past, present, and future employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, successors, assigns, representatives, officers, directors, shareholders, independent

contractors, predecessors, successors and assigns, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, and/or employees of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, the obligation to repurchase and/or indemnify for losses associated with the LOANS, the claims and causes of action that were or could have been asserted relating to the obligation to repurchase and/or indemnify for losses associated with the LOANS, or any facts or circumstances related to the obligation to repurchase and/or indemnify for losses associated with the LOANS.

1.9 Notwithstanding any other provision in this Agreement, neither Party releases, and expressly preserves fully and to the same extent as if the Agreement had not been executed any claims against the other Party arising out of existing or failed financial institutions other than IndyMac Bank, FSB.

1.10 Notwithstanding any other provision in this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office for any federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*, if appropriate.

1.11 AmNet hereby fully, finally, and forever releases and discharges the FDIC, and any and all of its respective past, present, and future employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, successors, assigns, representatives, officers, directors, shareholders, independent contractors, predecessors, successors and assigns, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, and/or employees of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature

whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, the obligation to repurchase and/or indemnify for losses associated with the LOANS, the claims and causes of action that were or could have been asserted relating to the obligation to repurchase and/or indemnify for losses associated with the LOANS, or any facts or circumstances related to the obligation to repurchase and/or indemnify for losses associated with the LOANS.

1.12 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

1.13 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims with respect to the LOANS.

1.14 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

1.15 Governing Law. The Parties agree to submit to the Courts of the County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

1.16 Attorneys' Fees. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

1.17 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

1.18 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

1.19 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understanding the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each Party has consulted with legal counsel concerning this Settlement Agreement and

has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.20 Approval and Authority. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement.

1.21 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

1.22 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

1.23 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

1.24 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

1.25 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

1.26 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties

Execution

with respect to the alleged breaches in connection with the LOANS, and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

For: The Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB ("FDIC")

For: American Mortgage Network, LLC, successor in interest to American Mortgage Network, Inc., and its affiliates listed on Exhibit "A" ("AmNet")

(b)(6)

By:

Name: Richard S. G. II

Title: Counsel

Date: 6-30-10

By: _____

Name: _____

Title: _____

Date: _____

Execution

with respect to the alleged breaches in connection with the LOANS, and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

For: The Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB ("FDIC")

For: American Mortgage Network, LLC, successor in interest to American Mortgage Network, Inc., and its affiliates listed on Exhibit "A" ("AmNet")

By: _____

Name: _____

Title: _____

Date: _____

By:

[Redacted Signature Box]

(b)(6)

Name: Kelly Huusma

Title: Vice President

Date: 6-30-2010

EXHIBIT "A"

The affiliates of American Mortgage Network, LLC, successor in interest to American Mortgage Network, Inc. that are subject to the attached Settlement Agreement and Mutual Release are as follows:

1. Advantage Mortgage Partners, LLC
2. Alpha Home Loans, LLC
3. AmNet Mortgage, LLC
4. American Priority Mortgage, LLC
5. American Southern Mortgage, LLC
6. Arizona Community Mortgage, LLC
7. Ashton Woods Mortgage, LLC
8. Avenue Financial Services, LLC
9. Bankers Funding Company, LLC
10. BHS Home Loans, LLC
11. Builders Mortgage Company, LLC
12. Capital Pacific Home Loans, LP
13. Centennial Home Mortgage, LLC
14. Certified Home Loans, LLC
15. Choice Home Financing, LLC
16. Citylife Lending Group, LLC
17. Colorado Mortgage Alliance, LLC
18. Colorado Professionals Mortgage, LLC
19. Deluca Home Mortgage
20. DH Financial, LLC
21. Discovery Home Loans, LLC
22. Eastern Mortgage Authority, LLC
23. Ennis Home Mortgage, LP
24. Five Star Lending, LLC
25. Florida Home Finance Group, LLC (fka WCI Mortgage, LLC)
26. Fulton Home Mortgage, LLC
27. Generation Homes Mortgage
28. Global General Mortgage, LLC
29. Gold Coast Home Mortgage, GP
30. Gold Coast Mortgage
31. Greater Atlanta Financial Services, LLC
32. Griffin Financial Services, LLC
33. Guarantee Pacific Mortgage, LLC
34. Hearthside Funding, a California LP
35. Hillsborough Lending, LLC
36. Home Loan Express, LLC

37. Home Loans, LLC
38. Homeland Mortgage, LLC
39. Homeservices Lending, LLC, including the following Series of HSL, LLC:
 - a. SERIES A DBA HUFF REALTYMORTGAGE
 - b. SERIES A DBA MIDAMERICAN HOME SERVICES MORTGAGE
 - c. SERIES A DBA HOMESERVICES LENDING
 - d. SERIES A DBA RECTOR-HAYDEN MORTGAGE
 - e. SERIES A DBA PLAZA MORTGAGE SERVICES
 - f. SERIES A DBA CBSHOME MORTGAGE
 - g. SERIES A DBA MORTGAGE SOUTH
 - h. SERIES A DBA EDINA REALTY MORTGAGE
 - i. SERIES A DBA TRINITY MORTGAGE AFFILIATES
40. Illumina Mortgage
41. John Laing Mortgage, LP
42. JTS Financial, LLC
43. KH Mortgage, LLC
44. Laurel Hills Mortgage, LLC
45. Linear Financial, a California LP
46. Marben Mortgage, LLC
47. Meridian Home Mortgage, a California LP
48. Morrison Financial Services, LLC
49. MSC Mortgage, LLC
50. Norwest Mortgage, Inc.
51. Pacific Coast Home Mortgage, LLC
52. Pageantry Mortgage, LLC
53. Personal Mortgage Group, LLC
54. PHMCWF, LLC
55. Pinnacle Mortgage Of Nevada, LLC
56. Playground Financial Services, LLC
57. Precedent Mortgage, LLC
58. Premier Home Mortgage
59. Private Mortgage Advisors, LLC
60. Properties Mortgage, LLC
61. Prosperity Mortgage Company
62. Quadrant
63. Rainier Mortgage, LLC
64. Real Estate Financial
65. Real Estate Lenders
66. Real Living Mortgage, LLC
67. Realtec Financial Services, LLC
68. Related Financial, LLC
69. Re/Max Home Traditions
70. Re/Max Consultants

71. Re/Max Specialists
72. Re/Max Executives
73. Residential Community Mortgage Co, LLC
74. Resort Trust
75. Resourtquest Mortgage, LLC
76. River City Group, LLC
77. Roddel Mortgage Company, a California LP
78. Russ Lyon Mortgage, LLC
79. Select Lending Services, LLC
80. Signature
81. Smith Family Mortgage, LLC
82. South County Mortgage
83. Steinbeck Advantage Mortgage, LLC
84. Touchstone Home Mortgage, LLC
85. Triple Diamond Mortgage & Financial, LLC
86. United Mortgage Group
87. Village Mortgage, LLC
88. Washington Mortgage, LLC
89. Waterways Home Mortgage, LLC
90. WCI Mortgage, LLC
91. Wells Fargo Bank, N.A.
92. Westfield Home Mortgage, LLC
93. WF/TW Mortgage Venture, LLC
94. Windward Home Mortgage, LLC
95. Young Homes