

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ALLY BANK f/k/a/ GMAC BANK,

Plaintiff,

- against -

1ST REPUBLIC MORTGAGE BANKERS, INC., SCOTT  
SISSKIND, JOHN REIMER and LENDERS ABSTRACT AND  
SETTLEMENT SERVICES, INC.,

Defendants.

Case No.: 09 Civ. 247 (ADS)(WDW)

**STIPULATION AND ORDER  
OF SETTLEMENT**

FIRSTRUST BANK,

Plaintiff,

- against -

1ST REPUBLIC MORTGAGE BANKERS, INC. a/k/a FIRST  
REPUBLIC MORTGAGE BANKERS, INC., SCOTT  
SISSKIND, JOHN REIMER and LENDERS ABSTRACT AND  
SETTLEMENT SERVICES, INC.,

Defendants.

Case No.: 09 Civ. 177 (ADS)(WDW)

ALLY BANK f/k/a GMAC BANK,

Plaintiff,

- against -

JOHN REIMER and JEANNE KERAMIS,

Defendants.

Case No.: 09 Civ. 2795 (ADS)(WDW)

FIRSTRUST BANK,

Plaintiff,

- against -

SCOTT SISSKIND, JOHN REIMER, NEIL SISSKIND, as  
Trustee of the SPS Real Estate and Mortgage GRIT, JEANNE  
KERAMIS, DAVID ANAKIE and LINKUP MEDIA, INC.,

Defendants.

Case No.: 09 Civ. 2918 (ADS)(WDW)

FINANCIAL FREEDOM SENIOR FUNDING  
CORPORATION,

Plaintiff,

- against -

LENDERS ABSTRACT & SETTLEMENT SERVICES, INC.,  
1ST REPUBLIC MORTGAGE BANKERS, INC., DREAM  
MAKERS REAL ESTATE, LLC, JOHN REIMER and SCOTT  
SISSKIND,

Defendants.

Case No.: 09 Civ. 221 (ADS)(WDW)

This Stipulation and Settlement Agreement (the "Stipulation") is made as of the \_\_\_\_\_ day of February, 2011 (the "Effective Date") by and among the undersigned counsel and plaintiff, Ally Bank f/k/a GMAC Bank ("Ally"), plaintiff, Firsttrust Bank ("Firsttrust"), plaintiff, Financial Freedom Senior Funding Corporation ("Financial Freedom"), defendant, Jeanne Keramis ("Keramis") and defendant, John Reimer, as pro se ("Reimer," along with Ally, Firsttrust, Financial Freedom and Keramis, the "Parties").

#### RECITALS

**WHEREAS**, Ally commenced the action entitled, Ally Bank f/k/a GMAC Bank v. 1st Republic Mortgage Bankers, Inc., Scott Sisskind, John Reimer and Lenders Abstract and Settlement Services, Inc., 09 Civ. 247 (ADS)(WDW), by the filing of a Summons and Complaint on January 21, 2009 (the "Ally Main Action");

**WHEREAS**, Firsttrust commenced the action entitled, Firsttrust Bank v. 1st Republic Mortgage Bankers, Inc. a/k/a First Republic Mortgage Bankers, Inc., Scott Sisskind, John Reimer and Lenders Abstract and Settlement Services, Inc., 09 Civ. 177 (ADS)(WDW), by the filing of a Summons and Complaint on January 16, 2009, and an Amended Complaint on February 20, 2009 (the "Firsttrust Main Action");

**WHEREAS**, Ally commenced the action entitled, Ally Bank f/k/a GMAC Bank v. John Reimer and Jeanne Keramis, 09 Civ. 2795 (ADS)(WDW), by the filing of a Summons and Complaint on July 1, 2009 and an Amended Complaint on July 21, 2009, claiming, inter alia,

that the conveyance of the Property was voidable under New York Debtor and Creditor Law (the "Ally Fraudulent Conveyance Action");

**WHEREAS**, Firsttrust commenced the action entitled, Firsttrust v. Scott Sisskind, John Reimer, Neil Sisskind, as Trustee of the SPS Real Estate and Mortgage GRIT, Jeanne Keramis, David Anakie and Linkup Media, Inc., 09 Civ. 2918 (ADS)(WDW), by the filing of a Summons

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and Complaint on July 9, 2009, claiming, inter alia, violations of New York Debtor and Creditor Law by Reimer and Keramis and requesting a judgment setting aside the conveyance of the Property (the "Firsttrust Fraudulent Conveyance Action");

**WHEREAS**, Financial Freedom commenced the action entitled, Financial Freedom Senior Funding Corporation v. Lenders Abstract and Settlement Services, Inc., 1st Republic Mortgage Bankers, Inc., Dream Makers Real Estate, LLC, John Reimer and Scott Sisskind, 09 Civ. 221 (ADS)(WDW), by the filing of a Summons and Complaint on January 20, 2009, and an Amended Complaint on March 19, 2009 (the "Financial Freedom Action")

**WHEREAS**, by deed, dated August 22, 1996, Reimer and Keramis purchased the property located at 166 Guildford Court, West Hempstead, New York 11552 (the "Property"), as tenants-in-common;

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**WHEREAS**, by Bargain and Sale Deed, dated October 22, 1998, and recorded in the Office of the Clerk of Nassau County on November 18, 1998, Reimer and Keramis conveyed the Property to Reimer;

**WHEREAS**, by Bargain and Sale Deed, dated January 14, 2009 and recorded in the Office of the Clerk of Nassau County on January 29, 2009 (the "January 2009 Deed"), Reimer conveyed the Property to Keramis for no consideration;

**WHEREAS**, by virtue of the January 2009 Deed, title to the Property is now held solely by Keramis;

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**WHEREAS**, on January 21, 2009, this Court in the Ally Main Action issued an Amended Order to Show Cause with Temporary Restraining Order (the "Ally Order to Show Cause"), inter alia, temporarily enjoining and restraining Bank of America, N.A. ("BOA") from permitting any transfers, withdrawals, distributions, debits or otherwise to permit any funds from being removed from any and all accounts maintained at BOA in the names of, or for the benefit

of, the defendants therein, including Reimer, pending the determination and hearing of the Order to Show Cause;

**WHEREAS**, on January 30, 2009, the Honorable Jack B. Weinstein in the Financial Freedom Action issued an Order of Attachment, Preliminary Injunction and Expedited Discovery (the "Financial Freedom Order of Attachment"), inter alia, attaching, enjoining and restraining the defendants therein, including Reimer, from directly or indirectly secreting, transferring, selling, alienating, concealing, encumbering or otherwise dissipating any asset of any defendant up to \$337,862.56, pending the final resolution of the Financial Freedom Action;

**WHEREAS**, on February 5, 2009, this Court in the Ally Main Action issued an Order of Attachment, Preliminary Injunction and Expedited Discovery (the "Ally Order of Attachment"), which, inter alia, attached, enjoined and restrained the defendants therein, including Reimer, from directly or indirectly transferring, disposing, selling, alienating, concealing, converting, liquidating or otherwise disposing of any real or personal property belonging to any of the defendants or in which any of the defendants have any interest;

**WHEREAS**, on each of January 31, 2009 and February 7, 2009, Reimer and/or Keramis obtained advances of \$1,000 and \$1,700, for a total of \$2,700, on a home equity line of credit secured by the Property with BOA, Account No. XXXX XXXX XX [redacted] (b)(4),(b)(6)

**WHEREAS**, the Ally Order of Attachment was served on BOA on or about February 5, 2009, and in response to the Ally Order of Attachment, BOA restrained three accounts maintained at BOA in the names of Reimer or Keramis as tenants-in-common (the "BOA Accounts"):

(b)(4),(b)(6)

- Account No. XXXX XXXX [redacted] with a balance as of March 5, 2009 of \$66,000.47;
- Account No. XXXX XXXX [redacted] with a balance as of March 5, 2009 of \$173.40; and
- Account No. XXXX XXXX [redacted] with a balance as of March 5, 2009 of \$31.20.

The total amount held in the BOA Accounts as of March 5, 2009 was \$66,205.07;

**WHEREAS**, on January 29, 2010, Magistrate Judge Wall issued a Report and Recommendation in the Ally Fraudulent Conveyance Action, which, inter alia, recommended that a preliminary injunction be issued restraining Reimer and Keramis from transferring, dissipating, conveying, encumbering or otherwise disposing of the Property during the pendency of the Ally Fraudulent Conveyance Action; and

**WHEREAS**, on March 12, 2010, Judge Spatt issued a Memorandum and Order adopting Judge Wall's Report and Recommendation in its entirety, thereby enjoining Reimer and Keramis from transferring, dissipating, conveying, encumbering or otherwise disposing of the Property during the pendency of the Ally Fraudulent Conveyance Action (the "March 12 Injunction").

**NOW, THEREFORE**, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties stipulate and agree as follows:

1. Recitals. The Recitals are incorporated herein by reference.
2. Effective Date. This Stipulation shall be effective as of the Effective Date when the conditions precedent in Section 6 have been satisfied.
3. Listing and Sale of Property. Keramis shall:
  - (a) retain Ark Associates of Nassau, Inc., 455 Hempstead Turnpike, West Hempstead, New York 11552 (the "Broker") as listing broker, with David Zivotofsky as listing agent, to market the Property for sale, and shall agree to pay a commission to the Broker, upon, and only upon, the closing of title, a commission of not greater than 4% of the sales price thereof;

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(b) list the Property for sale no later than ten (10) days after the Effective Date at a purchase price of not less than Five Hundred Sixty-Four Thousand Dollars (\$564,000) (the "Asking Price");

(c) make the Property available for showing to prospective buyers on reasonable and/or customary notice and maintain the Property in good condition suitable for such showing;

(d) grant Ally and Firstrust and their agents, representatives, and employees full and complete access to the Property for purposes of inspecting the Property upon forty-eight (48) hours written notice to Keramis;

(e) report, and to cause the Broker to report, to counsel for Ally and Firstrust any offer to purchase the Property;

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(f) enter into a contract of sale for the Property, subject to the prior written approval of Ally and Firstrust, in a usual and customary form, which contract of sale shall not provide for any contingencies or for a closing date more than 45 days after execution, with any party who offers to purchase the Property for an amount, payable all in cash, equal to or greater than the Asking Price or, with Ally and Firstrust's prior written consent, for an amount less than the Asking Price; and

(g) cause the proceeds of the sale of the Property to be applied and distributed ~~in accordance with Section 5 hereof;~~

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(h) if the Broker fails to find a purchaser for the Property within six (6) months of the Effective Date, replace the Broker with another listing broker chosen by and acceptable to Ally and Firstrust.

4. Modification of the Ally Order of Attachment, Financial Freedom Order of Attachment and March 12 Injunction.

(a) The Ally Order of Attachment, Financial Freedom Order of Attachment and March 12 Injunction are hereby modified for the express and limited purposes of:

(i) permitting Keramis and Reimer to perform their agreements under this Stipulation; and

(ii) permitting the distribution and division of the funds in the BOA Accounts in accordance with Section 7 of this Stipulation.

(b) Except as expressly modified by this Stipulation, the Ally Order of Attachment, Financial Freedom Order of Attachment and March 12 Injunction shall remain in full force and effect.

5. Proceeds of Sale of Property. The Parties agree that proceeds of the sale of the Property shall be applied and divided as follows:

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(a) the gross proceeds of the sale shall be applied to the payment of (i) the commission due to the Broker (not to exceed 4% of the gross purchase price); (ii) the payment of the First Mortgage (hereinafter defined); (iii) the payment of the HELOC Mortgage (hereinafter defined), (iv) transfer taxes and recording fees that are the obligation of the seller of the Property to pay and (v) the adjustments and prorations required under the contract of sale (collectively, the "Approved Disbursements"), and, after the payment of the Approved Disbursements, the remainder of the proceeds of the sale (the "Net Proceeds") shall be applied in accordance with ~~clauses (b), (c), (d) and (e);~~

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(b) one-third of the Net Proceeds, less the sum of \$2,700, shall be paid by check, made payable to Jeanne Keramis, and delivered to counsel for Keramis, Bryan A. McKenna, Esq., of Murphy & McKenna, LLC, 1461 Franklin Avenue, Garden City, New York 11530;

(c) one-third of the Net Proceeds remaining after payment to Keramis pursuant to Section 5(b), plus the sum of \$1,350, shall be paid by check, made payable to Ally Bank, and delivered to counsel for Ally, Tyler J. Kandel, Esq., of Emmet, Marvin & Martin, LLP, 120 Broadway, 32<sup>nd</sup> Floor, New York, New York 10271;

(d) one-third of the Net Proceeds remaining after payment to Keramis pursuant to Section 5(b), plus the sum of \$1,350, shall be paid by check, made payable to Firsttrust Bank, and delivered to counsel for Firsttrust, Richard A. Barkasy, Esq., of Schnader Harrison Segal & Lewis LLP, 1600 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103; and

(e) one-third of the Net Proceeds remaining after payment to Keramis pursuant to Section 5(b) shall be paid by check, made payable to Financial Freedom Senior Funding Corporation, and delivered to counsel for Financial Freedom, Eric Weinstein, Esq. of Weinstein Smith LLP, 420 Lexington Avenue, New York, New York 10170.

6. Conditions Precedent. This Stipulation shall be effective, as of the Effective Date, provided that on or before twenty (20) days after the date that this Stipulation has been duly executed by Reimer and counsel for all the remaining Parties:

(a) Ally and Firsttrust receive:

(i) statements from the holder of the first mortgage on the Property ~~(the "First Mortgage") and the home equity line of credit mortgage on the Property (the~~ "HELOC Mortgage") setting forth (1) the amounts of the arrears and amounts necessary to cure all payment defaults on such mortgages (collectively, the "Mortgage Arrears Statements") and (2) the amounts of the monthly payments due on such mortgages;

(ii) a title report relating to the Property, which shall not disclose any liens or encumbrances other than the First Mortgage and the HELOC Mortgage;



(iii) a statement from the applicable taxing authorities setting forth the outstanding real estate taxes on the Property (the "Tax Arrears Statement"); and

(iv) a copy of all existing, or, if there are no existing, new homeowners' insurance policies, confirmation from the applicable insurer or insurers that such policy or policies cover the Property, evidence that the premiums therefor have been paid and confirmation that Ally and Firsttrust have been added as loss payees and additional insureds under such homeowners' insurance policies.

(b) this Stipulation shall have been "so ordered" by the Court.

7. Distribution of the BOA Accounts. (a) The proceeds of the BOA Accounts shall be distributed and paid by BOA as follows:

(i) an amount equal to the total of the sums set forth in the Mortgage Arrears Statements and the Tax Arrears Statement shall be paid by check to Ally Bank, and delivered to Tyler J. Kandel, Esq., as counsel for Ally for disbursement in accordance with Section 6 of this Stipulation;

(ii) one-third of the total proceeds of the BOA Accounts, minus the amounts payable under clause (i) of this Section shall be paid by check to Jeanne Keramis, and delivered to Bryan A. McKenna, Esq. as counsel for Keramis;

~~(iii) one-third of the total proceeds of the BOA Accounts after payment is made to Keramis under clause (ii) of this Section shall be paid by check to Ally Bank, and delivered to Tyler J. Kandel, Esq., as counsel for Ally; and~~

(iv) one-third of the remaining proceeds of the BOA Accounts after payment is made to Keramis under clause (ii) of this Section shall be paid by check to Firsttrust Bank, and delivered to Richard A. Barkasy, Esq., as counsel for Firsttrust; and

(v) one-third of the remaining proceeds of the BOA Accounts after payment is made to Keramis under clause (ii) of this Section shall be paid by check to Financial Freedom Senior Funding Corporation, and delivered to Eric Weinstein, Esq., as counsel for Financial Freedom.

(b) BOA is hereby directed and ordered to distribute the proceeds of the BOA Accounts in accordance with this Section within ten (10) days after being served with a copy of this Stipulation.

(c) Counsel for Ally shall no later than ten (10) days after receipt of the payments specified in Section 7(a)(i), (1) pay the sums set forth in Mortgage Arrears Statements and (2) pay the amounts set forth in the Tax Arrears Statement.

8. Payment of Future Property Expenses. Keramis agrees that at closing of title on the Property, the following shall be paid out of her share of the Net Proceeds of the sale of the Property:

- (a) all arrears of monthly mortgage payments on the Property then existing;
- (b) all arrears of real estate taxes and other assessments on the Property then existing; and
- (c) all arrears of homeowners' insurance premiums related to the Property then existing.

~~9. Notice and Opportunity to Cure. If Reimer or Keramis defaults in the~~  
performance of his or her obligations under this Stipulation, he or she shall have two (2) business days' after written notice of any such default is given by Ally or Firstrust to cure any such default, time being of the essence.

10. Event of Default. In the event Reimer or Keramis fails to cure any default within the period set forth in Section 9, Ally and Firstrust shall, at their option, have the right to

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terminate this Stipulation and the releases of liability set forth in Section 11 shall be rescinded and the causes of action in the Ally Fraudulent Conveyance Action and the Firsttrust Fraudulent Conveyance Action, as applicable, shall be reinstated.

11. Release of Liability; Covenants Regarding Sale and Payments.

(a) Upon the closing of title on the Property, and the receipt by each of Ally and Firsttrust of its respective share of the Net Proceeds of the sale of the Property and the money held in the BOA Accounts:

(i) Ally and Firsttrust each irrevocably waive and release and discharge Keramis from any and all claims, liabilities or obligations arising in connection with the Property;

(ii) Ally shall execute a Stipulation of Dismissal in the form annexed hereto as Exhibit A, dismissing the Ally Fraudulent Conveyance Action (the "Ally Stipulation of Dismissal"). The Ally Stipulation of Dismissal shall be signed by Reimer and counsel for Keramis, delivered to and held in escrow by counsel for Ally and shall be filed with the Court after the closing of title on the Property, and the receipt by Ally of its share of the proceeds of the sale of the Property and the BOA Accounts; and

(iii) Firsttrust shall execute a Stipulation of Dismissal in the form annexed hereto as Exhibit B, dismissing the Firsttrust Fraudulent Conveyance Action as against ~~Reimer and Keramis (the "Firsttrust Stipulation of Dismissal").~~ ~~The Firsttrust Stipulation of~~ Dismissal shall be signed by Reimer and counsel for Keramis, delivered to and held in escrow by counsel for Firsttrust and shall be filed with the Court after the closing of title on the Property, and the receipt by Firsttrust of its share of the proceeds of the sale of the Property and the BOA Accounts.

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(b) (i) Reimer and Keramis each agrees not to challenge, oppose, object to or pursue any action to set aside or avoid the sale of the Property or any of the payments made pursuant to this Stipulation, including, without limitation, by any temporary restraining order, temporary or permanent injunction or prior to the sale of the Property or the making of any of the payments required under this Stipulation, including, without limitation, by the filing of a voluntary bankruptcy or insolvency, or by consenting to any involuntary bankruptcy or insolvency, action or proceeding, and

(ii) in the event the sale of the Property is avoided or set aside, or in the event Ally or Firsttrust are required to disgorge all or any portion of its share of the Net Proceeds of the sale or the funds from the BOA Accounts, this Stipulation shall be terminated, the releases of liability granted by Ally and Firsttrust shall be rescinded and the causes of action in the Ally Fraudulent Conveyance Action and the Firsttrust Fraudulent Conveyance Action, as applicable, shall be reinstated.

(c) Nothing herein shall be construed as a release or waiver of any of Ally or Firsttrust's claims against Reimer.

12. Representations and Warranties. Each Party represents and warrants to the other Parties that:

(a) Power and Authority Relative to Transaction. Such Party has full power ~~and authority and has taken all required action necessary to permit such Party to execute, deliver~~ and perform such Party's obligations under this Stipulation, subject to approval by the Court;

(b) Valid and Binding Obligations. This Stipulation constitutes a valid and legally binding obligation of such Party, and is enforceable against such Party, in accordance with its terms;

(c) Recitals. The Recitals are true and correct in all material respects.

13. Interpretation. Each of the Parties has agreed to the use of the particular language of the provisions of this Stipulation, and any question of interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Stipulation.

14. Time of the Essence. Except as expressly provided, time is of the essence of this Stipulation.

15. Notices. Any notice, request, direction or demand given or made pursuant to this Stipulation shall be in writing, shall be sent to the Parties at their respective addresses set forth below and shall be delivered personally, by Federal Express or other reputable overnight national courier service, by certified United States mail, return receipt requested or transmitted by facsimile, in each case to the practices at the fax numbers set forth below, and shall be deemed

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given upon the earlier to occur of: (i) actual receipt; (ii) the second business day after being deposited in the U.S. mail; (iii) the business day after being deposited in Federal Express or another reputable overnight courier.

If to Ally: Ally Bank  
1100 Virginia Drive  
Fort Washington, Pennsylvania 19304  
Att: Ms. Carol MacElree  
Facsimile:

With a copy to: Emmet, Marvin & Martin, LLP  
120 Broadway, 32<sup>nd</sup> Floor  
New York, New York 10271

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Att: Tyler J. Kandel, Esq.  
Facsimile:

If to Firsttrust: Firsttrust Bank  
15 East Ridge Pike, Suite 400  
Conshohocken, Pennsylvania 19428  
Att: Joseph F. Mikolaitis  
Facsimile:

(b)(4),(b)(6)

(b)(4),(b)(6) With a copy to: Schnader Harrison Segal & Lewis LLP  
1600 Market Street, Suite 3600  
Philadelphia, Pennsylvania 19103  
Att: Richard A. Barkasv, Esq.  
Facsimile: [redacted]

If to Financial Freedom: Financial Freedom Senior Funding Corporation

Att:  
Facsimile:

(b)(4),(b)(6) With a copy to: Weinstein Smith LLP  
420 Lexington Avenue  
New York, New York 10170  
Att: Eric Weinstein, Esq.  
Facsimile: [redacted]

If to Keramis  
Jeanne Keramis  
166 Guildford Court  
West Hempstead, New York 11552  
Att: Jeanne Keramis

(b)(4),(b)(6) With a copy to: Murphy & McKenna, LLC  
1461 Franklin Avenue  
Garden City, New York 11530  
Att: Bryan A. McKenna, Esq.  
Facsimile: [redacted]

If to Reimer  
John Reimer  
166 Guildford Court  
West Hempstead, New York 11552  
Att: John Reimer

16. No Third-Party Benefits. This Stipulation is made for the sole benefit of the Parties, their successors and assigns, and no other person or persons shall have any rights or remedies under or by reason of this Stipulation.

17. Binding Agreement. The Stipulation shall be binding on, and inure to the benefit of, the Parties and their successors, heirs and assigns.

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18. Entire Agreement. This Stipulation constitutes the entire agreement among the Parties relating to the subject matter hereof and may not be modified, amended or terminated except by a written agreement signed by each of the Parties and approved by the Court.

19. Choice of Law. This Stipulation shall be governed by and construed in accordance the laws of the State of New York.

20. Retention of Jurisdiction. This Court shall retain jurisdiction of all matters arising under or relating to this Stipulation including, without limitation, the enforcement, interpretation, and implementation thereof.

21. Further Assurances. Reimer and/or Keramis shall, upon the request of Ally and/or Firstrust, execute and deliver such other instruments, documents, information and data, and take any further action, as may be reasonably necessary to effectuate this Stipulation, all of which shall be in a form and content acceptable to Ally and Firstrust.

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22. No Waiver. No failure or delay by Ally or Firstrust or any of their respective members, officers, employees or agents in the exercise of any right under this Stipulation shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Ally or Firstrust's failure at any time to require strict performance by Reimer and/or Keramis of any provision of this Stipulation shall not thereafter affect any right under this Stipulation of Ally or Firstrust to demand strict compliance and performance.

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23. Severability. If any provision of this Stipulation conflicts with applicable law, such provision shall be deemed severed from this Stipulation, and the remainder of this Stipulation shall remain in full force and effect.

24. Headings. The headings used herein are for the convenience of the Parties only and shall not be used to interpret the terms of this Stipulation.

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25. Advice of Counsel.

(a) Ally, Firsttrust, Financial Freedom and Keramis each acknowledges that (i) each has consulted with independent and competent legal counsel concerning this Stipulation and (ii) this Stipulation was entered into by each knowingly and voluntarily with the assistance and advice of independent and competent legal counsel.

(b) Reimer acknowledges that he had the opportunity to consult with counsel concerning this Stipulation and knowingly, voluntarily and willingly declined from doing so.

26. Counterparts. This Stipulation may be executed in one or more counterparts by some or all of the Parties, and (a) each such counterpart shall be considered an original, and all of which together shall constitute a single Stipulation; (b) the exchange of executed copies of this Stipulation by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Stipulation as to the Parties for all purposes; and (c) signatures of the Parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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**[Signature Page to Follow]**

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**SO STIPULATED AND AGREED.**

DATED: February \_\_\_\_, 2011

**ALLY BANK**

By: \_\_\_\_\_  
Carol MacElree  
Senior Credit Officer  
1100 Virginia Drive  
Fort Washington, Pennsylvania 19304

DATED: February \_\_\_\_, 2011

**EMMET, MARVIN & MARTIN, LLP**

By: \_\_\_\_\_  
Tyler J. Kandel (b)(6)  
Attorneys for Ally Bank  
120 Broadway  
New York, New York 10271  
\_\_\_\_\_  
(b)(4),(b)(6)

DATED: February \_\_\_\_, 2011

**FIRSTTRUST BANK**

By: \_\_\_\_\_  
Joseph F. Mikolaitis  
Executive Vice President and General  
Counsel  
15 East Ridge Pike, Suite 400  
Conshohocken, Pennsylvania 19428

DATED: February \_\_\_\_, 2011

**SCHNADER HARRISON SEGAL & LEWIS LLP**

By: \_\_\_\_\_  
Richard A. Barkasy ( )  
Attorneys for Firsttrust Bank  
1600 Market Street, Suite 3600  
Philadelphia, Pennsylvania 19103  
\_\_\_\_\_  
(b)(4),(b)(6)

DATED: February \_\_\_\_, 2011

**FINANCIAL FREEDOM SENIOR  
FUNDING CORPORATION**

By: \_\_\_\_\_

*Financial Freedom Senior Funding Corp.  
by FDIC as Receiver for Indy Mac Bank  
FSB as the sole shareholder of  
Financial Freedom Senior Funding Corp.*

DATED: February \_\_\_\_, 2011

**WEINSTEIN SMITH LLP**

By: \_\_\_\_\_  
Eric Weinstein ( )  
Attorneys for Financial Freedom Senior  
Corporation  
420 Lexington Avenue  
New York, New York 10170  
\_\_\_\_\_  
(b)(4),(b)(6)

DATED: February 9, 2011

DATED: February 9, 2011

(b)(6)

**JEANNE KERAMIS**  
[Redacted]  
West Hempstead, New York 11552

**MURPHY & MCKENNA, LLC**

By: [Redacted]

(b)(6)

Bryan A. McKenna  
Attorneys for Jeanne Keramis  
1461 Franklin Avenue  
Garden City, New York 11530

(b)(6)

(b)(4),(b)(6)

DATED: February 11, 2011

(b)(6)

**JOHN REIMER** (b)(6)  
[Redacted]  
166 Guildford Court  
West Hempstead, New York 11552

**SO ORDERED:**

\_\_\_\_\_  
**ARTHUR D. SPATT, U.S.D.J.**