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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

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THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 21<sup>st</sup> day of July, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB ("FDIC") Quicken Loans, Inc. ("QUICKEN"). The FDIC and QUICKEN may hereinafter be referred to individually as a "Party" or collectively as the "Parties".



RECITALS

- 1.1 QUICKEN sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB made demands to QUICKEN for repurchase and/or indemnification based upon, among other things, its belief that there exists a breach of the representations and warranties or Early Payment Defaults in violation of the written agreements.
- 1.2 IndyMac Bank, FSB was a federally chartered savings bank. On July 11, 2008, IndyMac Bank FSB was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as Receiver.

Without admitting liability, the Parties desire to and have agreed to settle all existing and future repurchase and indemnification claims relating to the mortgage loans which were sold directly by QUICKEN 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. QUICKEN shall pay the total sum of \$6,500,000.00 (six million five hundred thousand dollars) (the "Settlement Funds"). The payment is due on July 31, 2009, and shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number: [REDACTED] Routing Number: [REDACTED] Reference: Quicken Settlement. Said payment shall for all purposes constitute payment to the

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Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB and shall constitute binding consideration for this Agreement.

**RELEASE**

- 1.5 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.
- 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, that Party will not be able to make any claim for those damages. Furthermore, each acknowledges that they consciously intend 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 Each party hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective past, present, and future affiliates, 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, and/or 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,



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 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: Federal Deposit Insurance Corporation  
as Receiver of IndyMac Bank, FSB

For: Quicken Loans, Inc.

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By:   
Name: Richard S. Gill  
Title: Counsel  
Date: 7-30-09

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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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: Federal Deposit Insurance Corporation  
as Receiver of IndyMac Bank, FSB

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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For: ~~Outlook Loans, Inc.~~

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(b)(6) ROBERT WALTERS  
Title: VP  
Date: 7/30/09