

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 26th day of June, 2013 ("Effective Date"), by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation, as receiver of Mirae Bank ("FDIC"), and Ataollah Aminpour ("Aminpour"). The FDIC and Aminpour may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

Prior to June 26, 2009, Mirae Bank ("Bank") was a depository institution organized and existing under the laws of California;

On June 26, 2009, the Bank was closed by the California Department of Financial Institutions ("CDFI") and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC as receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets;

Among the assets to which the FDIC as receiver succeeded were any and all of the Bank's claims, demands, and causes of actions against its former directors, officers and employees arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank;

As a result of the FDIC's investigation into the performance of the Bank, the FDIC alleges that Aminpour committed certain breaches of fiduciary duty while serving as Chief Marketing Officer of the Bank;

The FDIC specifically alleges that Aminpour, while serving as a director and/or officer of the Bank, referred certain borrowers to the Bank for loans that ultimately were approved for and received secondary financing despite known or obvious concerns regarding the legitimacy of borrowers' down payments;

The FDIC further alleges that Aminpour, while serving as a director and/or officer of the Bank, failed to disclose certain pertinent information to appropriate officials at the Bank regarding the legitimacy of these borrowers he referred to the Bank who ultimately were approved for loans;

The FDIC alleges that loans referred by Aminpour accounted for 51 percent of the Bank's substandard assets;

Aminpour's employment with the Bank was not terminated until 2009;

Aminpour denies these allegations; and

The undersigned parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

SECTION I: Payment to FDIC

- A. As an essential covenant and condition to this Agreement, Aminpour agrees to pay the FDIC the total sum of \$400,000 ("the "Settlement Funds"), as follows:
- i. \$200,000 within 60 days of the execution of this Agreement ("Initial Payment"); and
 - ii. \$20,000 per year, commencing on June 1, 2014, and continuing for ten years (all payments due annually no later than June 1) with the final payment to be made no later than June 1, 2023, for a total of \$200,000 ("Periodic Payments").
- B. The Settlement Funds shall be paid by certified or cashier's check drawn upon a depository institution acceptable to FDIC made payable to the FDIC, as receiver for Mirae Bank. Aminpour shall send all payments to the following address:

Professional Liability Unit
FDIC, Legal Division
3501 Fairfax Drive, VS-B-7016
Arlington, VA 22226

C. In the event that Settlement Funds are not delivered to the FDIC (or its counsel) in accordance with this Agreement, interest shall accrue on all unpaid amounts at the rate of 5% per annum from date payment is due.

D. On the Effective Date of this Agreement, Aminpour shall grant to the FDIC a security interest in real property located at Los Angeles, California 90024 for the full amount of the Settlement Funds (the "Security Interest") pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit A ("Security Agreement"). The Security Interest shall be extinguished only upon delivery of all Settlement Funds (including any accrued interest) by Aminpour to the FDIC on or before July 1, 2023 in accord with the terms of PARAGRAPHS I.A. and I.B. of this Agreement.

E. In the event that Aminpour fails to deliver either the Initial Payment and/or any Periodic Payment to the FDIC on or before the date such payment or payments are due in accord with PARAGRAPHS I.A. and I.B. of this Agreement., the Parties agree that a stipulated judgment will be entered against Aminpour in favor of the FDIC for the full amount of the original obligation of \$6,000,000, less payments already made by Aminpour to the FDIC ("Stipulated Judgment"). Parties agree that all pleadings, filings and other documents necessary to affect a judgment will be executed. Aminpour also hereby consents to jurisdiction in Federal District Court in the Central District of California, to execute all documents necessary to effect a judgment, and agree to pay all of the FDIC's reasonable attorney's fees expended in enforcing the terms of this Agreement, including the Stipulated Judgment. A copy of the Stipulated Judgment is attached hereto as **Exhibit B** which must be executed by the Parties and returned to the FDIC as part of this Agreement.

F. In addition, and without waiving any other rights that the FDIC may have, in the

event that the all Settlement Funds (including all accrued interest) are not received by the FDIC on or before July 1, 2023, the FDIC, in its sole discretion, shall also have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void and/or shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right to enforce this Agreement against Aminpour for failing to deliver the Settlement Funds. Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt of all Settlement Funds (including all accrued interest) from Aminpour or to enforce the terms of this Settlement Agreement against Aminpour; provided however, that in the event the FDIC declares this Agreement null and void, the FDIC will return all amounts paid to it under this Agreement by Aminpour. In no event shall the FDIC declare this Agreement null and void in the event that Aminpour has delivered all Settlement Funds (including any accrued interest) on or before July 1, 2023.

G. In the event Aminpour files for bankruptcy, Aminpour hereby agrees that sufficient facts exist to establish that Aminpour's obligation to pay the Settlement Funds pursuant to the terms of this Agreement is non-dischargeable debt pursuant to 11 USC § 523(a)(11). Aminpour hereby further agrees to notify the FDIC in writing at the following address no later than ten (10) days after Aminpour files for bankruptcy:

Howard B. Klein, Esq.
Counsel, Professional Liability Unit
FDIC, Legal Division
3501 Fairfax Drive, VS-B-7016
Arlington, VA 22226

SECTION II: Releases

A. Release of Aminpour by FDIC.

Effective upon receipt in full of the Settlement Funds plus any accrued interest due

thereon, and except as provided in PARAGRAPH II.C. below, the FDIC, for itself and its successors and assigns, hereby releases and discharges Aminpour and his heirs, executors, administrators, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC, that arise from or relate to, Aminpour's performance, nonperformance, or manner of performance of his functions, duties and actions as an officer and/or employee of the Bank.

B. Release of FDIC by the Settling Defendants.

Effective simultaneously with the release granted in PARAGRAPH II.A. above, Aminpour, on behalf of himself, and his respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby releases and discharges the FDIC, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of Aminpour's functions, duties and actions as an officer and/or employee of the Bank.

C. Express Reservations From Releases By FDIC.

1. Notwithstanding any other provision, by this Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

a. against Aminpour or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released in this Agreement;

c. for breach of this Agreement; and

c. which are not expressly released in Paragraph II.A.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action of the Bank which may arise by operation of law, rule or regulation.

3. Notwithstanding any other provision, this 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, any the United States Attorney's Office for the Central District of California or any other 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.

SECTION III: Waiver of Dividends

To the extent, if any, that Aminpour is or was a shareholder of the Bank and by virtue thereof is or may be entitled to a dividend, payment, or other pro-rata distribution upon resolution of the receivership of the Bank, Aminpour hereby knowingly assigns to the FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other pro rata distributions.

SECTION IV: Representations and Acknowledgements

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.

B. Execution in Counterparts. This Agreement may be executed in counterparts by

the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by the Parties; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party subscribed thereto.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, administrators, representatives, successors and assigns.

D. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of California.

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorneys or other representatives.

F. Specific Representations Warranties and Disclaimer. Aminpour expressly acknowledges that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of financial information provided by Aminpour and attached hereto as Exhibit C. If, in the attached financial information, Aminpour has failed to disclose any interest, legal, equitable, or beneficial, in any asset, Aminpour agrees to cooperate fully with the FDIC to transfer his interest in the asset to the FDIC and to sign any and all documents necessary to transfer his interest in the asset to the FDIC. Moreover, if in the attached financial information, Aminpour has failed to disclose any interest, legal, equitable, or beneficial, in any asset, the FDIC in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC may declare the release granted to Aminpour null and void; (b) the FDIC may

retain the Settlement Funds; and (c) the FDIC may sue Aminpour for damages, an injunction, and specific performance for the breach of this Agreement, or in tort for the FDIC's underlying claim. If, in the attached financial information, Aminpour has failed to disclose any interest, legal, equitable, or beneficial, in any asset, Aminpour agrees to waive any statute of limitations that would bar any of the FDIC's claims against him.

G. Reasonable Cooperation.

1. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to perform the terms of this Agreement.

2. Aminpour agrees to cooperate fully with the FDIC in connection with any action required under this Agreement. Any such cooperation that involves any out of pocket costs is subject to reasonable reimbursement by the FDIC pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

a. producing all documents requested by the FDIC, without the necessity of subpoena, as determined by the FDIC, in its sole discretion, to be relevant to the Bank;

b. making himself available upon request by the FDIC at reasonable times and places for interviews regarding facts, as determined by the FDIC in its sole discretion, to be relevant to the Bank;

c. appearing to testify, upon request by the FDIC, in any matter determined by the FDIC in its sole discretion, to be related to the Bank, without the necessity of subpoena;

d. signing truthful affidavits upon request by the FDIC, regarding any matter, as determined by the FDIC in its sole discretion, to be relevant to the Bank.

H. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION

(b)(6) Date: 6/27/13

BY:

TITLE: *Counsel*

PRINT NAME: *Howard B. Klein*

Date: 6/26/2013

ATAOLLAH AMINPOUR

(b)(6)

BY:

TITLE:

PRINT NAME: *ATAOLLAH AminPour*

EXHIBIT A

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") dated effective as of June 26, 2013, is made by and between Federal Deposit Insurance Corporation ("Secured Party") and Atoallah Aminpour, an individual ("Debtor"), which parties hereto agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a first priority security interest in the Collateral described in Section 2 of this Security Agreement to secure performance and payment of:

1.1 The unpaid principal balance occurring in the case of a default of the Settlement Agreement and all accrued interest owing on that Security Agreement, together with all renewals, extensions, rearrangements or enlargements thereof, whether evidenced by any other instrument or agreement, modifications and replacements thereof (in whole or in part)

1.2 The performance of all obligations, liabilities, covenants, and duties of Debtor now or hereafter arising under or in connection with this Security Agreement, the Settlement Agreement, or any other instrument heretofore, simultaneously or hereafter executed in connection with and as security for the Settlement Agreement, or any other indebtedness of Debtor to Secured Party (all items in this Section 1 being collectively referred to as the "Obligations").

2. Collateral. The Collateral (the "Collateral") encumbered under the terms of this Security Agreement shall be all of Debtor's interest in real property located at [redacted] (b)(4),(b)(6) Los Angeles, California 90024. (b)(4),(b)(6)

3. Rights of Debtor and Secured Party. So long as an uncured Event of Default (as hereinafter defined) has not occurred, Debtor shall be entitled to receive any and all profits, capital and income with respect to the Collateral which it is otherwise entitled to receive, and to give consents, waivers and ratifications in respect of the Collateral. In the event of an uncured Event of Default, all rights of Debtor pursuant to the previous sentence shall cease and Secured Party shall have the sole and exclusive right and authority to receive and retain any and all profits, capital and income with respect to the Collateral.

4. Prohibited Transfers. Debtor will not, without the prior written consent of Secured Party, sell, lease, contract to sell or lease, transfer or create any encumbrance, purchase money or other security interest in, the Collateral or the underlying real estate which is owned by the Debtor until the obligations under the Settlement Agreement have been satisfied in full.

5. Events of Default. At the option of the Secured Party, all or any part of the Obligations shall immediately become due and payable irrespective of any agreed maturity or period of grace upon the happening of any of the following events or conditions (each herein called an "Event of Default"):

5.1 Default in the performance of any non-monetary obligation or covenant set forth, directly or indirectly, in this Security Agreement or the Settlement Agreement and the

continuation of such default for ten (10) days after written notice thereof from Secured Party to Debtor; or

5.2 Failure or refusal of Debtor to perform or observe any of the monetary obligations, covenants, terms or provisions contained or referred to in this Security Agreement or in the Obligations secured hereby; or

5.3 Sale other than in the ordinary course or encumbrance to all or any portion of the Collateral, except with the prior written consent of the Secured Party, or the making of any levy, seizure or attachment thereof or thereon; or

5.4 The appointment of a receiver of all or any part of the property of Debtor; an assignment for the benefit of creditors by Debtor by the calling of a meeting of creditors of Debtor; the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor, surety or endorser for Debtor; or the occurrence of any event of default or any event which, with the passage of time or the giving of notice of both, would constitute an event of default under any instrument evidencing or securing any indebtedness of Debtor (whether payable to Secured Party or to others).

6. Secured Party's Rights and Remedies.

6.1 Secured Party shall have all the following rights regardless of the existence of any Event of Default:

6.1.1 Secured Party's rights hereunder or the indebtedness secured hereby may be assigned from time to time.

6.1.2 Secured Party shall have no liability with respect to the Collateral.

6.1.3 Secured Party may act collectively through an appointed agent with the same authority as if such agent were a Secured Party hereunder.

6.2 Secured Party shall have all the following rights upon the occurrence of an Event of Default:

6.2.1 Upon the occurrence of an Event of Default, Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the rights and remedies of a secured party under the Commercial Code of California, including without limitation thereto, the right to sell, at public or private sale or sales, or otherwise dispose of or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Commercial Code after default by a debtor, at such prices and on such terms as Secured Party may deem reasonable under the circumstances. Secured Party shall have the right to take possession of all or any part of the Collateral and of all books, records, papers and documents in Debtor's possession or control relating to the Collateral which are not already in Secured Party's possession, and for such purpose may enter upon any premises upon which any of the Collateral or any security therefor or any of said books, records, papers and documents are situated and remove the same therefrom. Expenses of retaking, holding, selling or the like shall include Secured Party's attorneys' fees and legal expenses, and Debtor agrees to pay such expenses, plus

interest thereon at the maximum rate permitted by applicable law from the date such expenses are incurred until repaid.

6.2.2 No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion. The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as an election or as a waiver of any of the other remedies of Secured Party provided for herein or existing by law or otherwise.

7. Term. This Security Agreement shall remain in full force and effect throughout the term and existence of the Settlement Agreement and until all of the Obligations have been fully paid and satisfied. Upon the payment under the terms of the Settlement Agreement in full by Debtor, Secured Party will release the security interest and lien created hereunder and will release the Collateral to Debtor.

8. Power of Attorney. Debtor does hereby irrevocably constitute and appoint Secured Party its true and lawful attorney with full power of substitution for Debtor and in Debtor's name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums or properties which may be or become due, payable or distributable on or in respect of the Collateral or which constitute a part thereof, with full power to settle, adjust or compromise any claim thereunder or therefor as fully as Debtor could do, and, upon the occurrence and during the continuance of an Event of Default, to endorse or sign the name of Debtor on all commercial paper given in payment or in part payment thereof and on all documents of satisfaction, discharge or receipt required or requested in connection therewith, and in Secured Party's discretion, to file any claim or take any other action or proceeding, either in the name of Secured Party or in the name of Debtor, or otherwise, which Secured Party may deem necessary or appropriate to collect or otherwise realize upon any and all of the Collateral, or effect a transfer thereof, or which may be necessary or appropriate to protect and preserve the right, title and interest of Secured Party in and to such Collateral and the security intended to be afforded hereby.

9. Miscellaneous Provisions.

9.1 The execution and delivery of this Security Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Obligations and no security taken hereafter as security for payment of the Obligations shall impair in any manner or affect this Security Agreement, all such present and future additional security to be considered as cumulative security. Any of the Collateral may be released from this Security Agreement without altering, varying or diminishing in any way the force, effect, lien, security interest, or charge of this Security Agreement as to the Collateral not expressly released, and this Security Agreement shall continue as a lien, security interest and charge on all of the Collateral not expressly released, until all the Obligations secured hereby have been paid in full. Any future assignment or attempted assignment of the interest of Debtor in and to any of the Collateral shall not deprive Secured Party of the right to sell or otherwise dispose of or utilize all of the Collateral as above provided or necessitate the sale or disposition thereof in parcels or in severalty.

9.2 If maturity of the Obligations shall be accelerated for any reason, the Obligations thereupon shall be credited for the full amount of any interest then unearned which has been collected theretofore by Secured Party.

9.3 Except as otherwise herein provided, with respect to the Obligations and this Security Agreement, Debtor hereby waives any requirement that Secured Party first attempt to collect the Obligations from any other parties. Until all Obligations shall have been paid in full, Debtor shall have no right to subrogation.

9.4 The prevailing party as to any disputes relating to this Security Agreement shall be entitled to recover from the unsuccessful party to this Security Agreement all costs, expenses and actual attorneys' fees relating to the enforcement or interpretation of, or any litigation or arbitration relating to, this Security Agreement. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions; (2) contempt proceedings; (3) garnishment, levee, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

9.5 Any notice or demand to Debtor provided for in this Security Agreement shall be given by personal delivery or by mailing such notice by first class or certified mail, return receipt requested, addressed to Debtor at the property address stated herein, or to such other address as Debtor may designate by written notice to Secured Party. Any notice to Secured Party shall be given by personal delivery or by mailing such notice by first class or certified mail, return receipt requested, to Secured Party at the address stated herein, or at such other address as may be designated by written notice to Debtor. All notices shall be deemed delivered and received three (3) days after deposit and in accordance with this provision in the United States mail.

9.6 All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors or assigns.

9.7 This Security Agreement shall be governed by the laws of the State of California in all respects, including matters of construction, validity, enforcement and performance, and may not be amended (nor may any of its terms be waived) except in writing duly signed by Secured Party or an authorized officer or agent of Secured Party and Debtor. Except as the context may otherwise require, any term used herein that is defined in Articles 1, 5 and 9 of the California Uniform Commercial Code shall have the meaning given therein.

9.8 This Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document. The facsimile signatures of the parties shall be deemed to constitute original signatures, and facsimile copies hereof shall be deemed to constitute duplicate original counterparts.

9.9 This Security Agreement shall terminate when all Obligations of Debtor under the terms of the Settlement Agreement, this Security Agreement, any related financing statements and any related agreements have been performed in full and Debtor is not otherwise

in breach or default under the Settlement Agreement, this Security Agreement, any related financing statements and any related agreements.

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first set forth above.

DEBTOR:

SECURED PARTY:

Federal Insurance Deposit Corporation

(b)(6)

By

[Redacted Signature]

Atoallah Aminpour

Dated: 6/26/2013

(b)(6)

By:

[Redacted Signature]

Name: HOWARD B. KLEIN

Title: COUNSEL

Dated: 6/27/13

1 Anthony J. Dain (Bar No. 98947)
2 Frederick K. Taylor (Bar No. 159838)
3 Heather A. Cameron (Bar No. 265310)
4 PROCOPIO, CORY, HARGREAVES
5 & SAVITCH LLP
6 525 B Street, Suite 2200
7 San Diego, California 92101
8 Telephone: (619) 238-1900
9 Facsimile: (619) 235-0398

10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 FEDERAL DEPOSIT INSURANCE
13 CORPORATION as Receiver for
14 MIRAE BANK, FSB,

15 Plaintiff,

16 v.

17 ATOALLAH AMINPOUR,

18 Defendant.

CASE NO. :

STIPULATED JUDGMENT

19 Plaintiff, the Federal Deposit Insurance Corporation as Receiver for Mirae
20 Bank ("FDIC-R"), hereby stipulate to judgment as follows:

21 **I. INTRODUCTION**

22 1. Pursuant to the Settlement Agreement and Mutual Release, dated June
23 26, 2013, (the "Settlement Agreement"), and in the event of default by Defendant
24 of his obligations under the Settlement Agreement, Defendant has agreed to pay the
25 total sum of \$6,000,000 to Plaintiff. Pursuant to the Settlement Agreement,
26 Defendant has further agreed to make monthly payments to Plaintiff to fully satisfy
27 the amount agreed upon by way of the Settlement Agreement.

28 2. As set forth in the Settlement Agreement, Defendant shall be deemed
to be in default thereof if any payment is not actually received on the date payment

1 is due. Plaintiff shall be entitled to request and obtain entry of judgment against
2 Defendant upon *ex parte* application, within ten (10) days written notice being
3 given by overnight mail to the following address:

4 Atoallah Aminpour
5 c/o Adam Braun, Esq.
6 1880 Century Park East, Suite 710
7 Los Angeles, CA 90067

8 3. No objection may be made by Defendant at the *ex parte* hearing for
9 entry of judgment, other than objection based on (1) proof that payment has been
10 timely pursuant to the Settlement Agreement; or (2) Plaintiff's failure to comply
11 with the provision of the Settlement Agreement governing the entry of judgment

12 4. The amount of any judgment to be entered against Defendant for
13 default on the terms of this agreement shall be \$6,000,000.00, less any credits for
14 payment made by Defendant pursuant to the Settlement Agreement.

15 5. The parties represent that no promise, inducement or agreement not
16 expressed herein or in the Settlement Agreement has been made, that this
17 Stipulation and the Settlement Agreement contain the entire agreement between the
18 parties hereto, and that the terms of this Stipulation are contractual and not a mere
19 recital.

20 6. The purpose of this Stipulation is to provide security to Plaintiff for the
21 payment obligations of Defendant as set forth in the Settlement Agreement.
22 Nothing herein shall supersede or modify the terms of the Settlement Agreement
23 and, in the event of a conflict between the terms of this Stipulation and the terms of
24 the Settlement Agreement, the terms of the Settlement Agreement shall control.

25 7. The Judgment Pursuant to Stipulation shall not be filed unless
26 Defendant is in default under the Settlement Agreement. Upon satisfaction by
27 Defendant of his payment obligations under the Settlement Agreement, this
28 Stipulation shall be deemed voided.

8. This Stipulation may be executed in one or more separate counterparts.

1 When counterparts have been executed by all of the parties hereto, this Stipulation
2 shall become effective and the counterparts shall together constitute one document.
3 Facsimile signatures shall be deemed original, binding signatures for all purposes
4 hereunder.

5 9. Plaintiff and Defendant acknowledge that they have read the foregoing
6 Stipulation and that they fully understand the foregoing words and terms and their
7 significance, and they are authorized to affix their signatures hereto and have done
8 so voluntarily.

9 (b)(6)
10 DATED: 6/26/2013

11 [Redacted Signature]
12 Atoallah Aminpour

13
14 DATED: June 26, 2013

15 PROCOPIO, CORY, HARGREAVES &
16 SAVITCH LLP

17
18
19 By:

20 Anthony J. Dain (Bar No. 98947)

21 [Redacted Signature] (b)(6)
22 Frederick K. Taylor (Bar No. 159838)

23 Heather A. Cameron (Bar No.
24 265310)

25 [Redacted Signature] (b)(6)
26 525 B Street, Suite 2200
27 San Diego, California 92101
28 Telephone: (619) 238-1900
Facsimile: (619) 235-0398

Attorneys for Plaintiff