SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 13th day of December 2013, by, between, and among the following undersigned parties:

Federal Deposit Insurance Corporation as Receiver of First Federal Bank of California ("FDIC-R"), and Babette Heimbuch, James Giraldin, Shannon Millard, David Anderson, Brian Argrett, Christopher M. Harding, Steven L. Soboroff, William G. Ouchi, William P. Rutledge, Jesse Casso, Jr., John R. Woodhull, and Charles F. Smith (collectively the "Settling Directors and Officers"), and National Union Fire Insurance Company ("National Union"), an affiliate of American International Group, Inc. ("AIG"), and Columbia Casualty Company ("Columbia") (collectively the "Insurers") (individually, the FDIC-R, the Settling Directors and Officers, and the Insurers may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to December 18, 2009, First Federal Bank of California ("Bank") was a depository institution organized and existing under the laws of the United States;

On December 18, 2009, the Bank was closed by the Office of Thrift Supervision ("OTS") 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-R 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-R 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;

The FDIC-R has asserted claims against certain persons, including the Settling Directors and Officers, who had each served at various times as directors and/or officers of the Bank. The Settling Directors and Officers have denied liability for the FDIC-R's claims.

(b)(4) National Union/AIG (policy number [redacted] and Columbia (policy number
(b)(4) [redacted] issued directors' and officers' liability insurance policies (the "Policies"), which insured the directors and officers of the Bank according to the terms, provisions and conditions

of the Policies. The Settling Directors and Officers have made claims under the Policies. The Insurers have reserved their rights to deny coverage under the Policies for claims asserted by the FDIC-R against the Settling Directors and Officers.

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-R

A. As an essential covenant and condition to this Agreement, the Settling Directors and Officers and the Insurers collectively agree to pay the FDIC-R the aggregate sum of $10 million, comprised of $6,637,833 cash and $3,362,167 in assigned receivership certificates (the "Settlement Funds").

B. Within thirty (30) calendar days after the later of (i) full execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties; (ii) issuance from the Court presiding over *In re Firstfed Financial Corp.*, 2:10 bk 12927 (Bankr. C.D. Cal.), of a final order approving payment of the payment of proceeds of the Policies in connection with this settlement (the "Insurer Payment Date"); the Insurers shall, subject to the limits of liability of the Policies deliver a total of $5,500,000 of the cash portion of the Settlement Funds ("Insurer Payment") to the FDIC-R by checks made out to "FDIC-R First Federal Bank of California
(b)(5) [redacted]," and delivered to Barbara Arnold, Federal Deposit Insurance Corporation, 3501 Fairfax Drive, VS-Building B Room 70003, Arlington, VA 22226. In the event that the Insurer Payment is not delivered to the FDIC-R, in full, on or before the Insurer Payment Date, interest shall accrue on all unpaid amounts at the rate of 10 percent compounded per annum until the date of full and final payment of the Insurer Payment. The Parties acknowledge that a cash portion of the Settlement Funds is to be paid by certain Settling Directors and Officers (the "Settling Directors and Officers Payment"). The Parties acknowledge and agree that any interest that accrues as a result of any Insurer's failure to timely pay its portion of the Insurer Payment shall

not be the responsibility of the Settling Directors and Officers or of the other Insurer that has paid its portion of the Insurer Payment. Each Insurer shall only be responsible for interest that may accrue on its portion of the Insurer Payment. Within thirty (30) calendar days after full execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties (the "Settling Directors and Officers Payment Date"), the Settling Directors and Officers Payment shall be delivered to the FDIC-R by checks made out to "FDIC-R First (b)(4) Federal Bank of California [redacted]," and delivered to Barbara Arnold, Federal Deposit Insurance Corporation, 3501 Fairfax Drive, VS-Building B Room 70003, Arlington, VA 22226. In the event that the Settling Directors and Officers Payment is not delivered to the FDIC-R, in full, on or before the Settling Directors and Officers Payment Date, interest shall accrue on all unpaid amounts at the rate of 10 percent compounded per annum until the date of full and final payment of the Settling Directors and Officers Payment (provided that any amounts based on assignment of retirement-related claims allowed by the FDIC-R shall not accrue interest). The Parties further acknowledge and agree that any interest that accrues as a result of any failure to timely pay the Settling Directors and Officers Payment shall not be the responsibility of the Insurers.

C. In addition, and without waiving any other rights that the FDIC-R may have, in the event that all Settlement Funds are not received by the FDIC-R, in full, on or before the Payment Date, then, with respect to the Party, or Parties, that fail to deliver their share of the Settlement Funds only, the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to (1) declare this agreement null and void and prosecute its claims to the fullest and the Settling Directors and Officers expressly waive any defenses based on statutes of limitations or the passage of time that would otherwise bar any of the FDIC-R's claims against the Settling Directors and Officers, (2) agree to extend the Payment Date, and/or (3) enforce this Agreement, in which event the non-delivering Party, or Parties, agree to jurisdiction in Federal District Court in the Central District of California. The prevailing party in any such action or proceeding to enforce this Agreement shall be entitled to recover reasonable costs and attorneys' fees incurred in such action or proceeding. Any decision by the FDIC-R 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 with respect to the non-delivering Party, or Parties, at any time prior to receipt of all Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC-R declares this Agreement null and void, the FDIC-R will return all amounts paid to it under this Agreement by the non-delivering Party, or Parties. In no event shall the FDIC-R declare this Agreement null and void with respect to any Party that has delivered its share of the Settlement Fund (including any accrued interest) on or before the Payment Date. The failure of one Party to deliver its share of the Settlement Funds shall not affect the validity of this Agreement with respect to a Party that has delivered its share of the Settlement Funds.

SECTION II: Releases

A. Release of Settling Directors and Officers by FDIC-R.

Effective upon receipt in full of the Settlement Funds Described in SECTON I. above, and except as provided in PARAGRAPH II.G. below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges each of the Settling Directors and Officers, and their respective 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-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Directors' and Officers' respective functions, duties and actions as officers and/or directors of the Bank.

B. Release of Covered Persons by FDIC-R.

Effective upon receipt in full of the Settlement Funds Described in SECTION I above, and except as provided in PARAGRAPH II.G. below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges all former directors, officers, and employees of the Bank ("Covered Persons") and their respective 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, based on negligence, gross negligence, or breach of fiduciary duty belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Covered Persons respective functions, duties and actions as officers and/or directors of the Bank. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R and/or the FDIC.

C. Release of FDIC-R by the Settling Directors and Officers.

Effective simultaneously with the release granted in PARAGRAPH II.A. above, the Settling Directors and Officers, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC-R, 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 the Settling Directors' and Officers' respective functions, duties and actions as officers and/or directors of the Bank or that arise from or relate to the Policies.

D. Release by Settling Directors and Officers of Each Other.

Effective simultaneously with the releases granted in PARAGRAPH II.C. above, the Settling Directors and Officers, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby release and discharge each other 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 performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

E. Release of Insurers by FDIC-R.

Effective simultaneously with the releases granted in PARAGRAPHS II.A. and II.C. above, except for the reservations provided in PARAGRAPH II.G., below, the FDIC-R, for itself and its successors and assigns, hereby releases National Union, AIG, and Columbia, their parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, 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 Policies. The FDIC-R agrees that any interest it may have under the Policies is extinguished.

F. Release of FDIC-R by the Insurers.

Effective simultaneously with the release granted in PARAGRAPH II.E. above, the Insurers, for themselves and their successors and assigns, and on behalf of their parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, agents, 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 Policies.

G. Express Reservations From Releases By FDIC-R.

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

a. against the Settling Directors and Officers 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-R as successor in interest to the Bank or any person or entity other than Bank; and

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

c. which are not expressly released in PARAGRAPHS II.A., II.B, or II.E. above.

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 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, the United States Attorney's Office for the Central District of California or any other federal judicial district. In addition, the FDIC-R 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

Notwithstanding any aspect of this provision or the Agreement, and effective on the Payment Date: (1) Babette Heimbuch hereby assigns $2,568,000 of her receivership certificate; she will retain her rights in the remaining balance of her receivership certificate, and within 30 days of the Payment Date, the FDIC-R shall issue to Ms. Heimbuch an amended receivership certificate in the amount of $5,994,982. (2) James Giraldin hereby assigns $660,000 of his receivership certificate; he will retain his rights in the remaining balance of his receivership certificate, and within 30 days of the Payment Date, the FDIC-R shall issue to Mr. Giraldin an amended receivership certificate in the amount of $ 2,864,244. (3) Christopher M. Harding hereby assigns $134,167 of his receivership certificate; he will retain his rights in the remaining balance of his receivership certificate, and within 30 days of the Payment Date, the FDIC-R shall issue to Mr. Harding an amended receivership certificate in the amount of $3,765,833. To the extent, if any, that Settling Directors and Officers other than Heimbuch, Giraldin or Harding are or were shareholders of the Bank and by virtue thereof are or may have been entitled to a dividend, payment, or other prorata distribution upon resolution of the receivership of the Bank, they hereby knowingly assign to the FDIC-R 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. Civil Code Section 1542 Waiver. There is a risk that, subsequent to the execution of this Agreement, the Parties hereto will discover, incur or suffer loss, damages or injuries which are in some way related to the matters released, but which are unknown or unanticipated at the time that this Agreement is executed. The Parties hereto hereby assume this risk and understand that this Agreement shall apply to all unknown or unanticipated results of, or related to, the matters released above, as well as those known and anticipated. The Parties hereby expressly acknowledge that they are familiar with Section 1542 of the California Civil Code which provides:

> 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.

The Parties understand and acknowledge the significance and consequence of this specific waiver of Section 1542. Having been advised and encouraged to consult with an attorney of their choice concerning their rights and this Agreement and having either thoroughly discussed all aspects of their rights and this Agreement with an attorney to the full extent that they wanted prior to signing this Agreement or voluntarily chosen not to do so, the Parties hereto expressly waive and relinquish any and all rights and benefits which they may have under Section 1542 of the Civil Code (to the extent it is otherwise applicable) to the full extent that such rights and benefits may be lawfully waived and relinquished pertaining to the subject matter of this Agreement.

B. 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.

C. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all parties to this Agreement.

D. 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.

E. 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.

F. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned 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 attorney(s) or other representative(s).

G. Reasonable Cooperation. The undersigned 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.

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 AS
RECEIVER FOR FIRST FEDERAL BANK OF CALIFORNIA

(b)(6)

Date: 12-16-13

BY: [redacted]

TITLE: Counsel, Legal Division

PRINT NAME: Lori L. Pinkley, Esq.

Date: 12/13/13

(b)(6)

BY: [redacted]

TITLE: Former Chief Executive Officer

PRINT NAME: Babette Heimbuch

Date: _____

BY: _

TITLE: Former President and Chief Operating Officer

PRINT NAME: James Giraldin

Date: _____

BY: _

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: David Anderson

Date: _____

BY: _

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: Shannon Millard

Date: _____

BY: _

TITLE: Former Director

PRINT NAME: Brian Argrett

Date: _____

BY: _

TITLE: Former Director

PRINT NAME: Jesse Casso, Jr.

Date: _____

BY: ______________________________

TITLE: Former Chief Executive Officer

PRINT NAME: Babette Heimbuch

(b)(6) Date: 12-13-13

BY: [redacted]

TITLE: Former President and Chief Operating Officer

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PRINT NAME: Shannon Millard

(b)(6) Date: 12/15/13

BY: [redacted]

TITLE: Former Director

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Date: _____

BY: ________________________________

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BY: [redacted]

TITLE: Former Director

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(b)(6) Date: 12/16/13

BY: [redacted]

TITLE: Former Director

PRINT NAME: Christopher M. Harding

Date: ______

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BY: ______

TITLE: Former Director

PRINT NAME: John R. Woodhull

Date: ______

BY: ______________________

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PRINT NAME: Christopher M. Harding

(b)(6) Date: 12/15/2013

BY: [redacted]

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BY: ______________________________

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[redacted] (b)(6)

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BY:
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(b)(6) [redacted]

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12-15-13

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TITLE: Former Director
PRINT NAME: ____John B. Woodhull

NATIONAL UNION FIRE INSURANCE COMPANY

Date:____

BY:
TITLE:
PRINT NAME:

Date: ____

BY: ______________________________

TITLE: Former Director

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(b)(6)

Date: 12/13/2013

BY: [redacted]

TITLE: Former Director

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Date: ____

BY: ______________________________

TITLE: Former Director

PRINT NAME: John R. Woodhull

(b)(6) Attn: [redacted]

Date: ______

BY: ______________________________

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(b)(6) Date: ______

BY: [redacted]

TITLE: Former Director

PRINT NAME: John R. Woodhull

NATIONAL UNION FIRE INSURANCE COMPANY

(b)(6) [redacted]

Date: 12/16/13

BY: [redacted]

TITLE: Sr. Complex Claim Director

PRINT NAME: James T. De Silva

COLUMBIA CASUALTY COMPANY

(b)(6) [redacted]

Date: 12/16/13

BY: [redacted]

TITLE: Sr Claim Counsel

PRINT NAME: DAVID PHILIPS