SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made effective as of December 16, 2013, by, between, and among the following undersigned parties ("Parties"): the Plaintiff Federal Deposit Insurance Corporation, as receiver for ISN Bank ("FDIC-R") and (1) Benjamin Friedman, (2) Jeffrey Gottlieb, (3) Brad Ingerman, (4) Jon Powell, and (5) David Lyster (collectively the "Settling Persons").

RECITALS

WHEREAS:

Prior to September 17, 2010, ISN Bank ("Bank") was a depository institution organized and existing under the laws of New Jersey;

On September 17, 2010, the Bank was closed by the New Jersey Department of Banking and Insurance 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;

The FDIC has asserted claims against the Settling Persons, who had each served at various times as directors and/or officers of the Bank. The Settling Persons have denied and continue to deny liability for the FDIC-R's claims. The FDIC has also asserted claims against John Coleman and Raymond Moyer and others. No lawsuit has been filed by the FDIC-R against any former officer or director, including the Settling Persons, or Messer's John Coleman or Raymond Moyer. As provided for below, the settlement of the claims resolves all matters between the FDIC-R and the Settling Persons arising from the performance, nonperformance and manner of performance of their respective duties and acts as directors, officers, or employees of the Bank, regardless of their function at the Bank.

AIG issued directors' and officers' liability policy number [redacted] (the "Policy"), (b)(4) which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. The Settling Persons have made claims under the Policy.

The undersigned parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation. The Settling Persons, who served the Bank as officers, directors, employees, or in other professional capacities such as attorneys or accountants, deny any and all liability, wrong doing, defalcation, negligence, gross negligence, breach of duty or contract, claims or assertions of any form that have been made or could have been made in this matter. The Parties acknowledge and agree that AIG is paying certain Policy proceeds to the FDIC-R to protect and defend its Insureds rather than expend those same sums in defense of the claims.

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, (1) AIG shall pay the FDIC-R $5,100,000.00 (the "AIG Payment") and (2) the Settling Persons shall pay the FDIC-R $50,000.00 (the "Settling Persons' Payment") (the AIG Payment and the Settling Persons' Payment are hereinafter collectively referred to as the "Settlement Funds").

B. Following the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, no later than January 10, 2014, the Settlement Funds shall be delivered to FDIC in accordance with payment instructions provided by FDIC.

C. In the event that the Settlement Funds are not delivered to the FDIC-R or its counsel on or before January 10, 2014, interest shall accrue on all unpaid amounts at the rate of

5% per annum from January 10, 2014 until the date of payment. However, if said Settlement Funds are not delivered to the FDIC by January 10, 2014, as a result of the FDIC's failure to execute this Agreement, no interest shall accrue until ten days after the FDIC executes the Agreement.

C. In the event that the full Settlement Funds are not received by the FDIC-R on or before January 10, 2014, the FDIC-R, in its sole discretion, shall have (1) the right at any time prior to receipt of all Settlement Funds to declare this Agreement null and void or (2) the right to extend this Agreement for any period of time until it receives those Settlement Funds. Any decision by the FDIC-R to extend the terms of this Agreement shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt of the Settlement Funds or to enforce the terms of the Agreement. In addition, and without waiving any other rights the FDIC-R may have, in the event that the Settlement Funds is not received by the FDIC-R on or before the Payment Date, then the FDIC-R shall have the right to enforce this Agreement. In such event, the Parties agree to jurisdiction in the Federal Court in the District of New Jersey.

SECTION II: Releases

Effective upon receipt in full of the Settlement Funds described in Section I above and execution of this agreement by all Parties, and except as provided in Section II.I. below:

A. Release of Individual Settling Persons by FDIC.

The FDIC-R, solely in its capacity as Receiver for the Bank and not in its corporate capacity, for itself and its successors and assigns, hereby releases and discharges each of the Settling Persons, and their respective heirs, executors, administrators, 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, whether known or unknown, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Persons' respective functions, duties and actions as directors, officers employees, agents or in any other capacity at the Bank.

B. Release of FDIC by the Settling Persons.

Effective simultaneously with the release granted in Section II.A. above, the Settling Persons, 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, whether known or unknown, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Persons' respective functions, duties and actions as officers, directors, employees, agents or in any other capacity of the Bank or that arise from or relate to the policy.

C. Release by Settling Persons of Each Other.

Effective simultaneously with the releases granted in Sections II.A. and II.B. above, the Settling Persons, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, 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, whether known or unknown, 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. This release will not affect any separate obligations incurred with respect to funding the Settling Persons' Payment.

D. Release of AIG by FDIC-R.

Effective simultaneously with the releases granted in Sections II.A. and II.B. above, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges AIG, its 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, whether known or unknown, that arise from or relate to the Policy.

E. Release of AIG by Settling Persons.

Effective simultaneously with the releases granted in Sections II.A. and II.B. above and the payment by AIG of the sum set forth in Section I.A., the Settling Persons, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge AIG, its 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, whether known or unknown, that arise from or relate to the released claims by the FDIC as set forth herein.

F. Release of FDIC by AIG.

Effective simultaneously with the release granted in Section II.D. above, AIG, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby releases and discharges FDIC, 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, whether known or unknown, that arise from or relate to the Policy.

G. Release of Settling Persons and Covered Persons by AIG

Effective simultaneously with the releases granted in Section II.E. above, AIG, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, hereby releases and discharges each of the Settling Persons, and the Covered Persons described in Paragraph H below, and their respective heirs, executors, administrators, 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, whether known or unknown, that arise from or relate to funds expended by AIG in defense of or settlement negotiations related to the released Claims as set forth herein.

H. Release of Covered Persons by the FDIC-R

Effective simultaneously with the release granted in Section II.A. above, and except as provided in Section II.I. below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges all former directors, officers and employees of the Bank, including Messer's John Coleman and Raymond Moyer (collectively, the "Covered Persons") and their respective heirs, executors, administrators, 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, whether known or unknown, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of their respective functions, duties and actions as former officers, directors, employees agents or in any other capacity at the Bank regardless of their capacity at the Bank, including, without limitation, those based on negligence, gross negligence, and/or breach of fiduciary duty, belonging to the FDIC-R that arise from or relate to the claims. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

I. 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 the Settling Persons 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; and

c. which are not expressly released in Section II 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 District of New Jersey 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 Settling Persons are or were shareholders of the Bank and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank, they hereby knowingly assign to the FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other distributions, or such proceeds.

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 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.

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, agents, 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 New Jersey.

E. 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).

F. Reasonable Cooperation. The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

G. 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.

H. Effect on Tolling Agreement. Effective upon full performance of this Agreement, including receipt in full of the Settlement Funds described in Section I, the Tolling Agreement entered into by the Parties effective June 4, 2013 and expiring on January 17, 2014, shall be terminated.

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 ISN Bank

(b)(6)

Date: 12/20/13

BY: [redacted]

TITLE: Supervisory Counsel, FDIC Legal Division

PRINT NAME: Leonard J. DePasquale

Date: ______

Benjamin Friedman

BY: ______________________

TITLE:

PRINT NAME:

Date: ______

Jeffrey Gottlieb

BY: ______________________

TITLE:

PRINT NAME:

H. Effect on Tolling Agreement. Effective upon full performance of this Agreement, including receipt in full of the Settlement Funds described in Section I, the Tolling Agreement entered into by the Parties effective June 4, 2013 and expiring on January 17, 2014, shall be terminated.

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 ISN Bank

Date: _____ BY: ______________________________

TITLE:

PRINT NAME:

Date: 12/20/13 Benjamin Friedman

(b)(6)

BY: [redacted]

TITLE:

PRINT NAME: Benjamin Friedman

Date: _____ Jeffrey Gottlieb

BY: ______________________________

TITLE:

PRINT NAME:

H. Effect on Tolling Agreement. Effective upon full performance of this Agreement, including receipt in full of the Settlement Funds described in Section I, the Tolling Agreement entered into by the Parties effective June 4, 2013 and expiring on January 17, 2014, shall be terminated.

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 ISN Bank

Date: _____

BY: ______________________________

TITLE:

PRINT NAME:

Date: _____

Benjamin Friedman

BY: ______________________________

TITLE:

PRINT NAME:

(b)(6)

Date: 12/18/13

Jeffrey Gottlieb [redacted]

BY: ______________________________

TITLE: Director

PRINT NAME: Jeffrey Gottlieb

Sign

(b)(6)

Date: ____ | Brad Ingerman [redacted]
BY: ______________________
TITLE: BOARD CHAIRMAN
PRINT NAME: M-BRAD INGERMAN

Date: ____ | Jon Powell
BY: ______________________
TITLE:
PRINT NAME:

Date: ____ | David Lyster
BY: ______________________
TITLE:
PRINT NAME:

Date: _____

Brad Ingerman

BY: ______________________________

TITLE:

PRINT NAME:

Date: 12/19/13

Jon Powell [redacted] (b)(6)

BY: ______________________________

TITLE:

PRINT NAME: Jon R Powell

Date: _____

David Lyster

BY: ______________________________

TITLE:

PRINT NAME:

Date: ____ Brad Ingerman

BY: ____________________

TITLE:

PRINT NAME:

Date: ____ Jon Powell

BY: ____________________

TITLE:

PRINT NAME:

Date: 12/20/2013 David Lyster [redacted] (b)(6)

BY: ____________________

TITLE:

PRINT NAME: