(b)(6)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 22 day of Feb-9th ~~January~~, 2012, by, between and among the Federal Deposit Insurance Corporation, acting as receiver of Washington Mutual Bank, N.A. ("FDIC-Receiver"), and Alex J. Campos ("Campos") , and One World Mortgage Corporation ("One World") (collectively, "Defendants"). The term "Defendants" shall also include the respective heirs, executors, administrators, representatives, affiliates, subsidiaries, successors and assigns of Campos and One World and shall include the "Campos-Related Entities" as described within Alter Ego Litigation. The FDIC-Receiver and Defendants may be referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS:

Prior to September 25, 2008, Washington Mutual Bank, NA ("WaMu" or "The Bank") was a depository institution organized and existing under the laws of the State of Nevada;

On October 19, 2004, WaMu filed a lawsuit against Residential Lending Corporation f/k/a Westminister Mortgage Corporation ("Residential") in federal district court for the District of South Carolina, Case Number 4:04-cv-22656-25, for breach of a correspondent lending contract, seeking $3,975,448.51 (the "Residential Litigation");

On October 14, 2005, the federal district court in the Residential Litigation entered a judgment against Residential, a wholly-owned subsidiary of One World, in the amount of $3,975,448.51 (the "Judgment");

On September 23, 2008, following Residential's failure to pay the Judgment, WaMu filed an action to enforce the Judgment against Campos and One World, which is currently pending in the United States District Court for the Northern District of Georgia, Case No. 1:08-cv-2980-CC (the "Alter Ego Litigation");

In the Alter Ego Litigation, it is alleged that One World is the alter ego and/or mere continuation of Residential and that Campos is the alter ego of One World and Residential;

On September 25, 2008, the Bank was closed by the Office of Thrift Supervision, and the FDIC was appointed receiver; in accordance with 12 U.S.C. § 1821(d), the FDIC-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-Receiver succeeded were any and all of the Bank's claims, demands, and causes of actions for collection of monetary judgments entered in the Bank's favor, including the Judgment;

On November 9, 2009, the FDIC-Receiver moved to be substituted as the real party plaintiff in the Alter Ego Litigation, which was granted on December 4, 2009;

Defendants have denied liability in the Alter Ego Litigation and denied liability for the Judgment; and

The Parties deem it in their best interest to enter into this Agreement to avoid the uncertainty, trouble and expense of further litigation.

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

SECTION I: Payment to FDIC-Receiver

A. As an essential covenant and condition to this Agreement, and in exchange for the releases provided herein including specifically without limitation the release from the Judgment, the Parties agree that Defendants, in whatever proportion they decide amongst themselves, shall cause to be paid directly to the FDIC-Receiver the total sum of Three Hundred Fifty Thousand Dollars and No Cents ("$350,000.00") ("the Settlement Funds"). Upon the execution of the Agreement by all Parties, Defendants shall cause the payment of the Settlement Funds to be delivered to the FDIC-Receiver within fifteen (15) days a certified check payable to the "Federal Deposit Insurance Corporation" for the full amount of the Settlement Funds.

B. In the event that the Settlement Funds have not been received by the FDIC as required pursuant to Paragraph A above, interest shall accrue on all unpaid amounts of the Settlement Funds at the rate of 5% per annum from February 1, 2012 until the date of payment.

C. In addition, and without waiving any other rights that the FDIC-Receiver may have, in the event that the Settlement Funds (including all accrued interest) are not received by the FDIC-Receiver as required pursuant to Paragraph A above, then the FDIC-Receiver, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void, 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 the Defendants, in which event the Defendants agree to jurisdiction in Federal District Court in the Northern District of Georgia and agree to pay all of the FDIC-Receiver's reasonable attorney's fees expended in enforcing the terms of this Agreement. Any decision by the FDIC-Receiver 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) or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC-Receiver declares this Agreement null and void, the FDIC-Receiver will return all amounts paid to it under this Agreement by the Defendants.

SECTION II: Stipulation of Dismissal

Upon execution of this Agreement by each of the Parties, and receipt of the Settlement Funds, plus any accrued interest, the Parties shall file with the Court the necessary stipulation to dismiss the Alter Ego Action with prejudice and the Parties agree to enter such stipulation providing that the dismissal of the Alter Ego Action shall be dismissed with prejudice.

SECTION III: Releases

A. Release of the Defendants by FDIC-Receiver

Effective upon receipt in full of the Settlement Funds plus any accrued interest, and dismissal described in Sections I and II above and except as provided in Paragraph III.C. below, the FDIC-Receiver, for itself and its successors and assigns, hereby releases and discharges the Defendants as defined herein, their respective employees, officers, directors, heirs, executors, administrators, agents, representatives, affiliates, subsidiaries, 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-Receiver that arise from or relate to the Residential Litigation and the Judgment, including without limitation the causes of action alleged or that could have been alleged in the Alter Ego Litigation.

B. Release of FDIC-Receiver by the Defendants

Effective simultaneously with the release granted in Paragraph III.A. above, the Defendants, on behalf of themselves individually and their respective heirs, executors, administrators, agents, representatives, affiliates, subsidiaries, successors and assigns, do hereby release and discharge the FDIC-Receiver, its employees, officers, directors, agents, representatives, affiliates, subsidiaries, 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 Defendants as defined herein that arise from or relate to the Residential Litigation and the Judgment, including without limitation the causes of action alleged or that could have been alleged in the Alter Ego Litigation.

C. Express Reservations From Release By FDIC-Receiver

1. Notwithstanding any other provision, by this Agreement, the FDIC-Receiver 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 Defendants 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 the FDIC-Receiver, the Bank, other financial institutions or any other person or entity, including without limitation any claims acquired by the FDIC-Receiver 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,

(b)(4),(b)(6) including specifically [redacted] (former principals of Residential); and

c. that are not expressly released in Paragraph III.A 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-Receiver over Defendants 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 that 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 that could be brought by the United States through either the Department of Justice, the United States Attorney's Office or in any federal judicial district. In addition, the FDIC-Receiver 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 VI: Representations and Acknowledgements

A. No Admission of Liability

The 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 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 Parties and their respective employees, officers, directors, heirs, executors, administrators, agents, representatives, affiliates, subsidiaries, 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 law of the State of Georgia.

E. **Entire Agreement and Amendments**

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

F. **Specific Representations, Warranties and Disclaimer**

The Parties expressly acknowledge that in determining to settle the claims released here, the FDIC-Receiver has reasonably and justifiably relied upon the accuracy of financial information submitted by Defendants. If Defendants have failed to disclose any material interest, legal, equitable or beneficial, in any material asset, the FDIC-Receiver in its sole discretion, may exercise one or more of the following remedies within the statute of limitations period applicable to the FDIC-Receiver under 12 U.S.C. §1821(d)(14)(a)(ii)(1) after the date this Agreement is executed: (a) the FDIC-Receiver may declare the releases granted to the Defendants as null and void, but only as to any breaching and non-disclosing Party; (b) the FDIC-Receiver may retain the Settlement Funds; (c) the FDIC-Receiver may sue any breaching and non-disclosing Party for damages, an injunction and specific performance for the breach of this Agreement; and (d) the FDIC-Receiver may seek to vacate any dismissal order and reinstate the FDIC-Receiver's claims against any breaching and non-disclosing Party. The Defendants agree that if they have failed to disclose any material interest, legal, equitable or beneficial, in any material asset, the Parties consent to the reinstatement of FDIC-Receiver's claims against the any and non-disclosing Party.

G. Reasonable Cooperation

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 conclude the Alter Ego Litigation and to otherwise 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.

I. Attorneys' Fees

Each Party shall be responsible for their own attorneys' fees and costs in regards to the Alter Ego Litigation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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.

This _____ day of ~~January~~ Feb, 2012

(b)(6) [redacted]

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Washington Mutual Bank

By: ______________________________
Title: ______________________________
Print Name: ______________________________

[redacted] (b)(6)

This 22 day of ~~January~~ Feb, 2012

(b)(6)
(b)(6) [redacted]

[redacted]
Individually and Personally

[redacted] (b)(6)

This 22 day of ~~January~~ Feb, 2012

ONE WORLD MORTGAGE CORPORATION

(b)(6)
(b)(6) [redacted]

[redacted]
By: [redacted]
Title: President
Print Name: ALEX CAMPOS

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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.

This 21st day of February, 2012

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Washington Mutual Bank

(b)(6)

By: [redacted]
Title: Counsel
Print Name: Aaron M. Forester

This _____ day of February, 2012

ALEX J. CAMPOS

By: ______________________
Individually and Personally

This _____ day of February, 2012

ONE WORLD MORTGAGE CORPORATION

By: ______________________
Title: ______________________
Print Name: ______________________

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