

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between Plaintiff Federal Deposit Insurance Corporation as Receiver of Downey Savings and Loan Association, F.A. ("FDIC as Receiver" or "Plaintiff"), on the one hand, and Lawyers Mortgage and Investment Corporation ("Lawyers Mortgage"), Michael Mahoney ("Mahoney"), Denise Keys ("Keys"), Wrinkle Ink, AIG as insurance carrier for Shirley Bennett and Lawyers Mortgage ("AIG"), Stephen Frank ("Frank"), Allen Winston Jones ("Jones"), Santa Barbara Real Estate and Investment Corporation ("SBRE") (collectively "Defendants"), on the other hand. FDIC as Receiver and Defendants are collectively referred to herein as "Settling Parties" or each individually as a "Settling Party."

RECITALS

This Settlement Agreement is entered into with respect to the following generalized facts:

A. On January 4, 2008, Downey Savings and Loan Association, FA. ("Downey Savings") filed a complaint against Defendants (with the exception of Frank, Jones, and SBRE) generally asserting causes of action for breach of contract, negligent misrepresentation, fraud, breach of fiduciary duty, and unjust enrichment ("Complaint") referring to a loan obtained on 2668 Montrose Place, Santa Barbara, California 93105 ("Subject Property" and "Subject Loan"). Lawyers Mortgage and Mahoney filed a Cross-Complaint against Frank, Jones, and Donald C. Smith ("Smith") seeking relief based on causes of action for waste, equitable indemnification and contribution. Frank filed a Cross-Complaint against Downey Savings, Lawyers Mortgage, Mahoney, Keys, Wrinkle Ink, Bennett, and SBRE and others asserting causes of action including intentional misrepresentation, negligent misrepresentation, fraud, unjust enrichment, and waste relating to the Frank loans ("Frank Loans"). (Both cross-complaints are collectively referred to as "Cross-Complaints"). The matter was assigned Case No. 1265634, in the Superior Court of the State of California, County of Santa Barbara (the "Action").

B. Each of the Defendants and cross-defendants mentioned above denied generally the allegations contained in the Complaint, the Lawyers Mortgage and Mahoney Cross-Complaint, and the Frank Cross-Complaint.

C. On November 21, 2008, the FDIC as Receiver of Downey Savings became the successor-in-interest to Downey Savings' claims in this matter.

Settling Parties each desire to settle and terminate the dispute existing between and among them as outlined in the Action as well as all other known or unknown claims they each might have concerning any of the facts surrounding the transaction, or series of transactions that underlie the Action, on the terms set forth below.

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AGREEMENT

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and conditions contained herein, the Settling Parties agree as follows:

1. Settlement Amount. Defendants shall collectively deliver payment to Plaintiff's counsel in immediately available funds payable to "Marshack Hays, LLP, Client Trust Account", in the total amount of Three Hundred Thousand Dollars and no/100 (\$300,000.00) ("Settlement Payment") within twenty (20) days of the effective date of this Agreement. Each portion of the Settlement Payment, as set forth below, shall be delivered via overnight mail to Sean A. Kading, Marshack Hays, LLP, 5410 Trabuco Road, Suite 130, Irvine, California 92620.

1.1 Payment Contribution. Contribution to the Settlement Payment shall be as follows:

Lawyers Mortgage and Mahoney, by and through their carrier AIG, shall pay the sum of \$135,000;

Shirley Bennett, by and through her carrier AIG, shall pay the sum of \$135,000;

Stephen T. Frank shall pay the sum of \$24,000;

Allen Jones shall pay the sum of \$5,000;

Denise Keys shall pay the sum of \$1,000.

The payment agreement is several to each party. The FDIC will not be entitled to enforce this Agreement on the paying parties in connection with collection of fees of the non-paying parties. The FDIC's counsel will hold all funds received in trust until the last party makes payment in good funds. If all parties have paid, the FDIC's counsel is authorized to release the monies to the FDIC and file a dismissal. If one or more parties fail to pay, and the FDIC will not accept the amount received in full and final settlement of the entire case, then the FDIC counsel will return the funds to each paying party who will not be dismissed from the Action. The FDIC has no authority to keep any funds paid by a party unless such party is also dismissed from the Action including all cross-complaints.

2. Releases. Conditioned upon delivery of the Settlement Payment in good and sufficient funds, the FDIC as Receiver, AIG, Lawyers Mortgage, Mahoney, Keys, Wrinkle Ink, Frank, Jones, SBRE, and Smith fully and forever release and discharge each other, and their

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respective assignees, subsidiaries, transferees, predecessors and successors in interest, present and former employees, insurers, servants, representatives, independent contractors, officers, directors, stockholders, shareholders, and parent corporations, and agents, including Shirley Bennett dba Bennett Appraisal Service from and against all known actions, proceedings, causes of action (in law or in equity, civil or administrative), claims for relief, demands, rights, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees and costs), obligations, liabilities and other claims of every nature whatsoever direct or derivative, known or unknown, fixed, liquidated or contingent, tort, contract, statutory or mixed, arising from or related to the transaction, or series of transactions, underlying the Action (collectively, the "Claims"), the Cross-Complaints, the Subject Property, the Subject Loan and the Frank Loans. Notwithstanding the foregoing, this release does not and is not intended to release claims or actions, if any, arising from or relating to properties or loans other than the Subject Property and the Subject Loan described above.

2.1 Claims Against Receivership. All Settling Parties waive their right, if any, to file a claim against the receivership estate of Downey Savings and Loan Association, F.A. and any proofs of claim already filed shall automatically be deemed withdrawn.

3. Waiver of Civil Code Section 1542. Each of the Settling Parties expressly waives and relinquishes any and all rights and benefits conferred on them by California *Civil Code* §1542 and any similar enactment of, or other such rights afforded by, the State of California, the United States or any other state territory of the United States. Section 1542 of the California *Civil Code* states:

"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."

Each of the Settling Parties acknowledges that the effect and import of California *Civil Code* § 1542, and the foregoing waiver and relinquishment of those rights, are understood by them and made voluntarily. Each of the Settling Parties acknowledges that if they hereafter discover facts different than or in addition to those that they now know or believe to be true, that said release shall be given full force and effect according to each and all of its express terms and conditions, notwithstanding such different or additional facts. The discovery of such different facts shall not in any way alter or affect the release contained herein.

4. Dismissal of Action. Forthwith upon receipt of the total Settlement Payment in good and sufficient funds as specified in section 1 above, Plaintiff shall file a request for dismissal with prejudice of the Complaint, and provide all other parties with a conformed copy after entry of

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dismissal is made by the Court. Upon receiving written confirmation that the Settlement Payment has been received in full, Lawyers Mortgage and Mahoney shall file a request for dismissal with prejudice of the Lawyers Mortgage and Mahoney Cross-Complaint and Stephen T. Frank shall file a request for dismissal with prejudice of the Frank Cross-Complaint, and each shall provide all other parties with a conformed copy after entry of dismissal is made by the Court.

5. Confidentiality. With the exception of the FDIC and as set forth below, the Settling Parties each represent and agree that they will keep the terms and contents of this Agreement completely confidential, and will not hereafter disclose any information concerning this Agreement, or concerning the negotiations leading up this Agreement, or the facts of the Action and Cross-complaints to anyone except as required by law and/or court process, or to parties who reasonably must be informed of the terms of the Agreement and who will be advised of, and bound by, this confidentiality clause. Any failure by any of the Settling Parties, their attorneys, agents, or representatives to maintain the confidentiality of the negotiations leading to this Agreement, or the fact of, or the terms of, this Agreement, or the facts of the Action and Cross-Complaint shall constitute a material breach of this Agreement, and all Parties injured by such failure shall be entitled to recover damages, as well as reasonable attorneys' fees and costs incurred in connection with any action to recover such damages.

Notwithstanding the foregoing confidentiality provision, the parties each acknowledge and agree that this paragraph has no application or impact on the FDIC, that pursuant to 12 USC Section 1821(s) the FDIC may not enter into any agreement which prohibits the FDIC from disclosing the terms of any settlement, and that by executing this Agreement the FDIC and its officers, directors, employees, attorneys, successors, assigns and/or agents are not and shall not be prohibited from disclosing any or all of the facts at issue in the Action, and/or the terms of this Settlement Agreement.

Notwithstanding the foregoing confidentiality provision, the Settling Parties shall not be prevented from disclosing or discussing any information that is available from public records or any official transcript of depositions or of transcripts of public hearings shall not fall within the purview of this confidentiality clause.

6. Waiver of Attorneys' fees and costs. Upon execution of this Agreement, each of the Settling Parties shall bear his or its own attorneys' fees and costs in the Action.

7. No Admission of Liability. Neither the existence of this Agreement nor the conduct of any of the Parties shall constitute or be construed as an admission of liability or any wrongdoing whatsoever on the part of the Parties.

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8. Interpretation. In the case of any uncertainty or ambiguity regarding any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the party who caused the uncertainty to exist.

9. Parties in Interest Except as expressly stated in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer third-party beneficiary status or to otherwise confer any rights or remedies on any person or entity (collectively "Third Party"), other than the Settling Parties. Nor shall any provision hereof afford any Third Party any right of subrogation, indemnity, contribution, set-off or action over and against any party to this Agreement.

10. Informed Consent. Each Party acknowledges that it has selected, or been afforded the opportunity to select, an attorney of its choice to review this Agreement and all related matters. Each Party declares that such party has received sufficient information, either through such Party's own legal counsel or other sources of such party's own selection, so as to be able to make an intelligent and informed judgment to enter into this Agreement. Each party further states that each has read this Agreement in its entirety prior to executing this Agreement, and that each has executed this Agreement voluntarily, with competence and capacity to contract and with knowledge of the terms, significance and legal effect of this Agreement. By executing this Agreement, it is understood by each party that substantial rights may be compromised and/or waived in their entirety.

11. Attorneys' Fees. If any action, motion or proceeding at law or in equity is instituted to enforce or interpret the terms of this Agreement, the prevailing party or parties therein shall be entitled to an award of reasonable attorneys' fees, costs, and necessary disbursements, as determined by a court of competent jurisdiction, in addition to any other relief to which any of the Settling Parties may be entitled.

12. Further Assurances. The Settling Parties shall execute all documents and perform all acts necessary or appropriate to effectuate the performance of this Agreement.

13. Severability. It is intended that any portion of this Agreement shall be treated as separate and divisible, and if any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

14. Complete Instrument. This Agreement contains the complete understanding made between or among the Settling Parties with respect to the claims being settled and released by this Agreement. This Agreement cannot be amended or modified in any manner except by a writing executed by each of the Settling Parties or by their valid successor(s). Each of the Settling Parties acknowledges that no representations, warranties, covenants, assurances or other promises not

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specifically set forth in this Agreement have been made by any party in connection with the subject matter of this Agreement, nor is any party relying on any such conduct in entering into this Agreement. Any negotiations or other communications between the Parties relating to the subject matter of this Agreement are of no force or effect and are superseded by this document.

15. Counterparts. This Agreement may be signed in counterparts, and each counterpart shall have the same force and effect as though the signatures were contained in a single document. A faxed signature shall be considered an original signature for all purposes under this Agreement.

16. Time of Essence. Time is of the essence of each provision of this Agreement wherein time is a factor.

17. Applicable Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the courts located in Santa Barbara County, California, in accordance with applicable law.

18. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19. No Administrative Grievances. In executing this Agreement each of the Settling Parties warrants that he, she or it will not initiate nor cause to be initiated any action or proceeding pertaining to or concerning the California real estate or appraisal licenses of the broker and appraiser defendants and cross-defendants and/or any of their agents or employees, which arises out of or relates, in whole or in part, to the claims, demands, causes of action, choices in action or matters relating to or arising out of the Action, Cross-Complaints, Subject Loan, Frank Loan and Subject Property. Nothing contained herein shall limit the FDIC's ability to take any necessary and appropriate actions against the broker and appraiser defendants relating to other loans or appraisals the Subject Loan described above.

20. Assumption of Risk of Differences in Facts. Other than the representations and warranties made herein, each of the Settling Parties acknowledges that, if the facts with respect to which this Agreement are executed are found hereafter to be different from the facts in that connection now believed by them to be true, each expressly accepts and assumes the risk of such possible differences in facts, and agrees that this Agreement shall be, and shall remain, effective, notwithstanding such differences in facts.

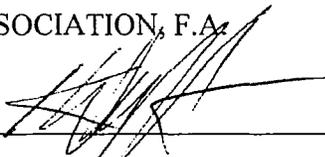
possible differences in facts, and agrees that this Agreement shall be, and shall remain, effective, notwithstanding such differences in facts.

21. Enforcement of Settlement and C.C.P. §664.6. The Settling Parties further agree that the Santa Barbara Court in the Action shall retain jurisdiction over this case for all purposes pursuant to California Code of Civil Procedure §664.6.

IN WITNESS WHEREOF, each of the undersigned Settling Parties have executed this Agreement effective as of November 17, 2009.

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF
DOWNEY SAVINGS AND LOAN
ASSOCIATION, F.A.

DATED: _____



By: Kevin Wheelwright

Its: PL & FCS Section Chief

LAWYERS MORTGAGE AND INVESTMENT
CORPORATION.

DATED: _____

By: _____
Its: _____

MICHAEL MAHONEY

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CORPORATION AS RECEIVER OF
DOWNEY SAVINGS AND LOAN
ASSOCIATION, F.A.

DATED: _____

By: Kevin Wheelwright

Its: _____

LAWYERS MORTGAGE AND INVESTMENT
CORPORATION.

DATED: _____

Diana L. Bull
By: DIANA L - BULL
Its: Sacramento

MICHAEL MAHONEY

DATED: _____

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FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF
DOWNEY SAVINGS AND LOAN
ASSOCIATION, F.A.

DATED: _____

By: Kevin Wheelwright

Its: _____

LAWYERS MORTGAGE AND INVESTMENT
CORPORATION.

DATED: _____

By: _____

Its: _____

MICHAEL MAHONEY

DATED: JAN 6, 2010



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Santa Barbara Superior Court Case No. 1265634

STEPHEN T. FRANK

DATED: Dec 15, 2009

Stephen T. Frank

ALLEN WINSTON JONES

DATED: _____

SANTA BARBARA REAL ESTATE AND
INVESTMENT CORPORATION

DATED: _____

By: _____
Its: _____

DENISE KEYS

DATED: _____

WRINKLE INK

DATED: _____

By: _____
Its: _____

DONALD C. SMITH

DATED: _____

SETTLEMENT AGREEMENT AND GENERAL RELEASE
FDIC/Downey Savings v. Lawyers Mortgage, et al.
Santa Barbara Superior Court Case No. 1265634

STEPHEN T. FRANK

DATED: _____

~~Allen Winston Jones~~

ALLEN WINSTON JONES

DATED: 11/15/2009

Allen Winston Jones

SANTA BARBARA REAL ESTATE AND INVESTMENT CORPORATION

DATED: 11/15/2009

Allen W. Jones
By: Allen W. Jones
Its: President

DENISE KEYS

DATED: _____

WRINKLE INK

DATED: _____

By: _____
Its: _____

DONALD C. SMITH

DATED: _____

SETTLEMENT AGREEMENT AND GENERAL RELEASE

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STEPHEN T. FRANK

DATED: _____

ALLEN WINSTON JONES

DATED: _____

SANTA BARBARA REAL ESTATE AND
INVESTMENT CORPORATION

DATED: 12-11-09



By: _____

Its: _____

DENISE KEYS

DATED: 12-11-09



WRINKLE INK

DATED: _____

By: _____

Its: _____

DONALD C. SMITH

DATED: _____

SETTLEMENT AGREEMENT AND GENERAL RELEASE
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Santa Barbara Superior Court Case No. 1265634

STEPHEN T. FRANK

DATED: _____

ALLEN WINSTON JONES

DATED: _____

SANTA BARBARA REAL ESTATE AND
INVESTMENT CORPORATION

DATED: _____

By: _____
Its: _____

DENISE KEYS

DATED: _____

WRINKLE INK

DATED: _____

By: _____
Its: _____

DONALD C. SMITH

DATED: 12/21/2009

Donald C. Smith

SETTLEMENT AGREEMENT AND GENERAL RELEASE

FDIC/Downey Savings v. Lawyers Mortgage, et al.

Santa Barbara Superior Court Case No. 1265634

APPROVED AS TO FORM:

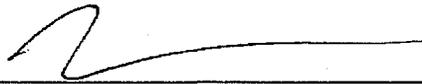
MARSHACK HAYS, LLP

DATED: _____

SEAN A. KADING
COUNSEL FOR THE FEDERAL DEPOSIT
INSURANCE CORPORATION AS RECEIVER OF
DOWNEY SAVINGS AND LOAN ASSOCIATION,
F.A. AND DONALD C. SMITH

MANNING & MARDER, KASS, ELLROD,
RAMIREZ LLP

DATED: Jan 11, 2010


RINAT B. KLIER-ERLICH
COUNSEL FOR LAWYERS MORTGAGE AND
INVESTMENT CORPORATION AND MICHAEL L.
MAHONEY

LEWIS BRISBOIS BISGAARD & SMITH LLP

DATED: _____

JEFFREY J. CHRISTOVICH
COUNSEL FOR SHIRLEY BENNETT dba BENNETT
APPRAISAL SERVICES

LAW OFFICES OF E. PATRICK MORRIS

DATED: _____

E. PATRICK MORRIS
COUNSEL FOR DENISE KEYS AND WRINKLE
INK

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COUNSEL FOR THE FEDERAL DEPOSIT
INSURANCE CORPORATION AS RECEIVER OF
DOWNEY SAVINGS AND LOAN ASSOCIATION,
F.A. AND DONALD C. SMITH

MANNING & MARDER, KASS, ELLROD,
RAMIREZ LLP

DATED: _____

RINAT B. KLIER-ERLICH
COUNSEL FOR LAWYERS MORTGAGE AND
INVESTMENT CORPORATION AND MICHAEL L.
MAHONEY

LEWIS BRISBOIS BISGAARD & SMITH LLP

DATED: 11/20/09



JEFFREY J. CHRISTOVICH
COUNSEL FOR SHIRLEY BENNETT dba BENNETT
APPRAISAL SERVICES

LAW OFFICES OF E. PATRICK MORRIS

DATED: _____

E. PATRICK MORRIS
COUNSEL FOR DENISE KEYS AND WRINKLE
INK
LAW OFFICES OF ROBERT B. LOCKE

DATED: _____

ROBERT B. LOCKE
COUNSEL FOR ALLEN WINSTON JONES AND
SANTA BARBARA REAL ESTATE AND

SETTLEMENT AGREEMENT AND GENERAL RELEASE
FDIC/Downey Savings v. Lawyers Mortgage, et al.
Santa Barbara Superior Court Case No. 1265634

APPROVED AS TO FORM:

MARSHACK HAYS, LLP

DATED: Jan 10, 2010



SEAN A. KADING
COUNSEL FOR THE FEDERAL DEPOSIT
INSURANCE CORPORATION AS RECEIVER OF
DOWNEY SAVINGS AND LOAN ASSOCIATION,
F.A. AND DONALD C. SMITH

MANNING & MARDER, KASS, ELLROD,
RAMIREZ LLP

DATED: _____

RINAT B. KLIER-ERLICH
COUNSEL FOR LAWYERS MORTGAGE AND
INVESTMENT CORPORATION AND MICHAEL L.
MAHONEY

LEWIS BRISBOIS BISGAARD & SMITH LLP

DATED: _____

JEFFREY J. CHRISTOVICH
COUNSEL FOR SHIRLEY BENNETT dba BENNETT
APPRAISAL SERVICES

LAW OFFICES OF E. PATRICK MORRIS

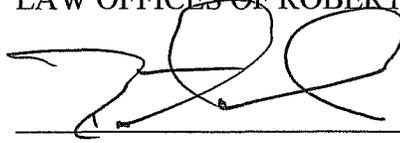
DATED: 12-11-09



E. PATRICK MORRIS
COUNSEL FOR DENISE KEYS AND WRINKLE
INK

SETTLEMENT AGREEMENT AND GENERAL RELEASE
FDIC/Downey Savings v. Lawyers Mortgage, et al.
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LAW OFFICES OF ROBERT B. LOCKE



DATED: November 16, 2009

ROBERT B. LOCKE
COUNSEL FOR ALLEN WINSTON JONES AND
SANTA BARBARA REAL ESTATE AND
INVESTMENT CORPORATION

ERNEST A. PANIZZON, A PROFESSIONAL LAW
CORPORATION

DATED: _____

ERNEST A. PANIZZON
COUNSEL FOR STEPHEN T. FRANK

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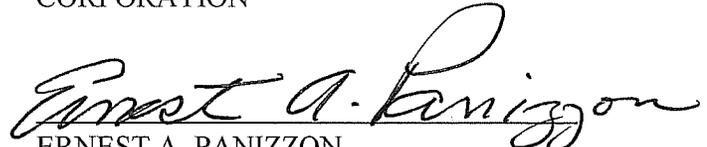
LAW OFFICES OF ROBERT B. LOCKE

DATED: _____

ROBERT B. LOCKE
COUNSEL FOR ALLEN WINSTON JONES AND
SANTA BARBARA REAL ESTATE AND
INVESTMENT CORPORATION

ERNEST A. PANIZZON, A PROFESSIONAL LAW
CORPORATION

DATED: 15 Dec. 10


ERNEST A. PANIZZON
COUNSEL FOR STEPHEN T. FRANK