

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the _____ day of December 2011 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. ("FDIC) and BARRETT VALUATION CORPORATION and BARRY CORINDIA (collectively "CORINDIA"). The FDIC and CORINDIA may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about February 8, 2011, the FDIC filed a lawsuit entitled *FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. vs. BARRETT VALUATION CORPORATION, a California corporation; BARRY CORINDIA, an individual; and CIMARRON COVE, type of entity unknown*, Case No. EDCV11-0245-JAK (OPx) (hereinafter "Action").

1.2 The Action alleged that on or about October 11, 2007, CORINDIA prepared an Appraisal for mortgage lending purposes of the real property located at 31481 Calle Amigos, Cathedral City, California in the Cimarron Cove development ("Property"). CORINDIA's Appraisal valued the Property at \$670,000 as of October 5, 2007. The Appraisal was submitted to IndyMac Bank, FSB for the purpose of facilitating the mortgage finance transaction. The FDIC alleges the Appraisal was inadequate and misrepresented the value of the subject property.

1.3 The Action alleged that non-party LW Premier and/or Loomis brought buyers to CIMARRON COVE, LLC to purchase the real property located at 31481 Calle Amigos, Cathedral City, CA in the Cimarron Cove development at an artificially inflated sales price to order generate a kickback to LW Premier and/or Loomis. At closing, CIMARRON COVE, LLC credited back to LW Premier/Loomis a "marketing fee" which was essentially the difference between the true value of the property and the artificially inflated sales price – approximately \$193,000. The FDIC sued CIMARRON COVE, LLC for aiding and abetting fraud.

1.4 CORINDIA disputes and denies the FDIC's claims in the Action.

1.5 The Parties desire and have agreed to settle all claims relating to the Action.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

SETTLEMENT AGREEMENT

Page 2 of 7

2.1 **Recitals.** The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 **Payment to the FDIC by BARRY CORINDIA.** Payment of One Hundred Forty Thousand Dollars and no/cents (\$140,000.00) shall be paid on behalf of CORINDIA to the FDIC. Payment shall be made on or before February 15, 2012. Payment shall be made by wire transfer made payable to Mortgage Recovery Law Group Trust Account, Account Number: [REDACTED] Routing Number: [REDACTED] Reference: Corindia Settlement.

(b)(4)

(b)(4)

2.3 Within 5 business days of the FDIC's counsel's receipt of the settlement funds, the FDIC shall file a stipulation for dismissal of the Action with prejudice as to CORINDIA.

2.4 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

2.5 Each Party agrees that Section 664.6 of the Code of Civil Procedure of the State of California shall apply to this Settlement Agreement and requests that the court retain jurisdiction over the Parties to enforce this Settlement Agreement.

3. **RELEASE**

3.1 **Known and Unknown Claims.** The Parties acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which they may have against each other arising from or in conjunction with the Action or relating, in any way to the Appraisal.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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.

3.3 The Parties understand and acknowledge that the significance and consequence of their waiver of *California Civil Code §1542* is that even if either Party

SETTLEMENT AGREEMENT

Page 3 of 7

should eventually suffer additional damages arising from or in conjunction with the Action relating to the Appraisal or any facts or circumstances related to the Action relating to the Appraisal, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from or in conjunction with the Action relating to the Appraisal.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any claims against CORINDIA arising out of any other transactions or appraisals (other than set forth in the Action) and arising out of any other existing or failed financial institutions other than INDYMAC BANK, F.S.B.

3.6 Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement 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 or the United States Attorney's Office in any 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.

SETTLEMENT AGREEMENT

Page 4 of 7

4. MISCELLANEOUS

4.1 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

4.2 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they

SETTLEMENT AGREEMENT

Page 5 of 7

believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 No Administrative Grievances. In executing this Agreement, each of the Parties warrants that it will not initiate nor cause to be initiated any action or proceeding pertaining to or concerning the appraisal licenses of Corindia and/or any of its agents or employees, which arises out of or relates, in whole or in part, to the claims, demands, causes of action, choses in action, or matters relating to or arising out of the Action or Corindia's appraisal of the Property.

4.15 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made

SETTLEMENT AGREEMENT

Page 6 of 7

between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: January 18, 2012
APPROVED AS TO FORM

MANNING & KASS, ELLROD, RAMIREZ,
TRESTER LLP

(b)(6)

[Redacted Signature]

By: Peter Rustin
Attorneys for Defendant,
BARRY CORINDIA

(b)(6)

DATED: January 16, 2012

By:

[Redacted Signature] BARRY CORINDIA (b)(6)

DATED: January 16, 2012

BARRETT VALUATION CORPORATION

(b)(6)

[Redacted Signature]

Barry Corindia / owner
Type/Print Name and Title

SETTLEMENT AGREEMENT
Page 7 of 7

DATED: January 19, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP

By: (b)(6)

PAUL A. LEVIN
Attorneys for Plaintiff,
FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for INDYMAC BANK, F.S.B.

DATED: January 19, 2012

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for INDYMAC BANK, F.S.B.

By: (b)(6)
Signature

Richard S. Gill, Counsel
Type/Print Name and Title

SETTLEMENT AGREEMENT

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1. RECITALS

1.1 On or about February 8, 2011, the FDIC filed a lawsuit entitled *FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. vs. BARRETT VALUATION CORPORATION, a California corporation; BARRY CORINDIA, an individual; and CIMARRON COVE, type of entity unknown*, Case No. EDCV11-0245-JAK (OPx) (hereinafter "Action").

1.2 The Action alleged that on or about October 11, 2007, CORINDIA prepared an Appraisal for mortgage lending purposes of the real property located at 31481 Calle Amigos, Cathedral City, California in the Cimarron Cove development ("Property"). CORINDIA's Appraisal valued the Property at \$670,000 as of October 5, 2007. The Appraisal was submitted to IndyMac Bank, FSB for the purpose of facilitating the mortgage finance transaction. The FDIC alleges the Appraisal was inadequate and misrepresented the value of the subject property.

1.3 The Action alleged that non-party L.W Premier and/or Loomis brought buyers to CIMARRON COVE, LLC to purchase the real property located at 31481 Calle Amigos, Cathedral City, CA in the Cimarron Cove development at an artificially inflated sales price to order generate a kickback to LW Premier and/or Loomis. At closing, CIMARRON COVE, LLC credited back to LW Premier/Loomis a "marketing fee" which was essentially the difference between the true value of the property and the artificially inflated sales price – approximately \$193,000. The FDIC sued CIMARRON COVE, LLC for aiding and abetting fraud.

1.4 CORINDIA disputes and denies the FDIC's claims in the Action.

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SETTLEMENT AGREEMENT

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2.1 **Recitals.** The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 **Payment to the FDIC by BARRY CORINDIA.** Payment of One Hundred Forty Thousand Dollars and no/cents (\$140,000.00) shall be paid on behalf of CORINDIA to the FDIC. Payment shall be made on or before February 15, 2012. Payment shall be made by wire transfer made payable to Mortgage Recovery Law Group Trust Account, Account Number: [REDACTED] Routing Number [REDACTED] Reference: Corindia Settlement.

(b)(4)

(b)(4)

2.3 Within 5 business days of the FDIC's counsel's receipt of the settlement funds, the FDIC shall file a stipulation for dismissal of the Action with prejudice as to CORINDIA.

2.4 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

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3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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SETTLEMENT AGREEMENT

Page 3 of 7

should eventually suffer additional damages arising from or in conjunction with the Action relating to the Appraisal or any facts or circumstances related to the Action relating to the Appraisal, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from or in conjunction with the Action relating to the Appraisal.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any claims against CORINDIA arising out of any other transactions or appraisals (other than set forth in the Action) and arising out of any other existing or failed financial institutions other than INDYMAC BANK, F.S.B.

3.6 Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement 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 or the United States Attorney's Office in any 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.

SETTLEMENT AGREEMENT

Page 4 of 7

4. MISCELLANEOUS

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4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they

SETTLEMENT AGREEMENT

Page 5 of 7

believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 No Administrative Grievances. In executing this Agreement, each of the Parties warrants that it will not initiate nor cause to be initiated any action or proceeding pertaining to or concerning the appraisal licenses of Corindia and/or any of its agents or employees, which arises out of or relates, in whole or in part, to the claims, demands, causes of action, choses in action, or matters relating to or arising out of the Action or Corindia's appraisal of the Property.

4.15 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made

SETTLEMENT AGREEMENT
Page 6 of 7

between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: January 18, 2012
APPROVED AS TO FORM

MANNING & KASS, ELLROD, RAMIREZ,
TRESTER LLP

(b)(6)

By

[Redacted Signature]

Peter Rustin
Attorneys for Defendant,
BARRY CORINDIA

(b)(6)

DATED: January 16, 2012

By

[Redacted Signature]
BARRY CORINDIA (b)(6)

DATED: January 16, 2012

BARRETT VALUATION CORPORATION

(b)(6)

Signature

(b)(6)

Barry Corindia / owner
Type: Print Name and Title

SETTLEMENT AGREEMENT
Page 7 of 7

DATED: January 19, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP

By: (b)(6)

PAUL A. LEVIN

Attorneys for Plaintiff,
FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for INDYMAC BANK, F.S.B.

DATED: January 19, 2012

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for INDYMAC BANK, F.S.B.

By: (b)(6)
Signature

Richard S. Gill, Counsel
Type/Print Name and Title

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 4th day of January, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, F.S.B. ("FDIC-R"), and NL, Inc. dba RPM Mortgage, Inc., formerly known as Najarian Loans, Inc. dba Residential Pacific Mortgage ("NL"), RPM Mortgage, Inc. ("RPM") Erwin Robert Hirt, and Tracey Lee Hirt (NL, RPM, Erwin Robert Hirt and Tracey Lee Hirt are collectively referred to herein as the "Settling Defendants") (individually, the FDIC-R and each of the Settling Defendants may be referred to herein as a "Party" and collectively as the "Parties").

WHEREAS:

Prior to July 11, 2008, IndyMac Bank, F.S.B. ("IndyMac" or the "Bank"), was a depository institution organized and existing under the laws of the United States.

On July 11, 2008, the Office of Thrift Supervision closed the Bank and appointed the Federal Deposit Insurance Corporation as its 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.

NL and the Bank entered into a Mortgage Loan Purchase and Interim Servicing Agreement dated September 20, 2005 ("Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, NL sold to the Bank various residential mortgage loans. The Bank's assets now belonging to the FDIC-R include any and all of the Bank's claims, demands, and causes of action, including all of the Bank's claims related to any and all loans NL sold under the Purchase Agreement to the Bank ("Purchase Agreement Loans").

NL and the Bank also entered into a Seller Contract and e-MITS™ User Agreement dated September 28, 2005 (“Seller Contract”). Pursuant to the terms of the Seller Contract, NL sold to the Bank various residential mortgage loans. The Bank’s assets now belonging to the FDIC-R include any and all of the Bank’s claims, demands, and causes of action, including all of the Bank’s claims related to any and all loans NL sold under the Seller Contract to the Bank (“Seller Contract Loans”). Hereinafter, the Purchase Agreement and the Seller Contract will be collectively referred to as the “Contracts,” while the Purchase Agreement Loans and Seller Contract Loans will be collectively referred to as the “Loans”.

A dispute has arisen between the Parties with respect to claims by the FDIC-R against NL for: a) repurchase and/or indemnity on certain of the Loans based on alleged breaches of representations and warranties set forth in the Contracts, and b) negligence and breach of duty by the Settling Defendants for acts related to the purchase and sale of the Loans. (Hereinafter, any and all present and future claims by the FDIC-R against the Settling Defendants under the Contracts arising from 1) an obligation to repurchase or indemnify for losses associated with the Loans, 2) any and all other residential mortgage loans sold by NL to IndyMac under the Contracts, or 3) negligence and/or breach of duty by the Settling Defendants or any of their employees or agents in connection with the Loans, is referred to as the “Claims”). The Parties engaged in settlement negotiations as a result of the Claims. The Parties now 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 Defendants shall pay the FDIC-R the total sum of Five Hundred Fifty Thousand dollars (\$550,000) (the "Settlement Amount"). The Settlement Amount shall be paid in two equal installments. On or before the thirtieth (30th) day following the execution of this Agreement, the Settling Defendants shall pay the FDIC-R the first installment payment in the total sum of Two Hundred Seventy Five Thousand dollars (\$275,000) (the "First Settlement Payment"). The First Settlement Payment shall be made by wire transfer made payable to "Mortgage Recovery Law Group Client Trust Account," Account Number Routing Number Reference: (b)(4) IndyMac/NL Settlement.

B. Thereafter, on or before the thirtieth (30th) day following payment of the First Settlement Payment, the Settling Defendants shall pay the FDIC-R an additional payment in the total sum of Two Hundred Seventy Five Thousand dollars (\$275,000) (the "Second Settlement Payment"). The Second Settlement Payment shall also be made by wire transfer made payable to "Mortgage Recovery Law Group Client Trust Account," Account Number (b)(4) Routing Number Reference: IndyMac/NL Settlement. Hereinafter, the First Settlement Payment and the Second Settlement Payment shall be collectively referred to as the "Settlement Payments".

C. If the FDIC-R does not receive either the First Settlement Payment or the Second Settlement Payment in full on or before the date determined by subparagraphs A and B above ("Settlement Payment Due Dates"), then the FDIC-R, in its sole discretion, shall have the right to:

1. extend the period of time for payment, including interest accruing from the Settlement Payment Due Dates through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(b)(3); or

2. enforce this Agreement and, in such event, the Settling Defendants agree to jurisdiction in Federal District Court in California, and the Parties agree that the losing Party shall pay all of the prevailing Party's reasonable attorney's fees and costs expended in any such dispute; or

3. declare this Agreement null and void, move to vacate any dismissal order, to which the Settling Defendants agree to consent, and institute an action on FDIC-R's claims; and/or

4. seek any other relief available to it in law or equity.

Any extension of time for delivery of the Settlement Payments shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to bring an action to enforce the Agreement, or declare the Agreement null and void.

SECTION II: Releases.

Each Party acknowledges that this Agreement applies to any and all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which that Party may have against another Party arising from the Claims. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

Each Party certifies that they have read and understood the following provisions of *California Civil Code §1542*, which states in pertinent part as follows:

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 Party understands and acknowledges that the significance and consequence of its waiver of *California Civil Code §1542* is that even if any Party should eventually suffer additional damages arising out of the Claims, the claims and causes of action that were or could have been asserted relating to the Claims, or any facts or circumstances related to the Claims, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each Party acknowledges that it consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

A. The FDIC-R's Release.

Upon receipt of the Settlement Payments, plus any interest accrued by the operation of Section I.C.1, supra, and except as provided in PARAGRAPH II.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Defendants and their respective employees, officers, directors, representatives, heirs, agents, executors, administrators, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity belonging to the FDIC-R, arising out of the Claims, the claims and causes of action that were or could have been asserted relating to the Claims, or any facts or circumstances related to the Claims.

Within five (5) days of the FDIC-R's receipt of the entire Settlement Amount, it shall cause to be filed in the lawsuit encaptioned *Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, N.A., v. NL, Inc., et al., Case No. CV11-05601 GHK (AJWx)*, which was filed

by it in the United States District Court for the Central District of California, Western Division, against the Settling Defendants, a Consent Motion for Dismissal With Prejudice of this entire lawsuit, against each and all of the Settling Defendants named in the action.

B. The Settling Defendants' Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, the Settling Defendants, on behalf of themselves, and their respective employees, officers, directors, representatives, heirs, agents, executors, administrators, successors and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, successors and assigns, from any and all claims belonging to the Settling Defendants, arising out of the Claims, the claims and causes of action that were or could have been asserted relating to the Claims, or any facts or circumstances related to the Claims.

C. Exceptions to Release by FDIC-R.

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

a. against the Settling 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 FDIC-R, 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;

b. against any person or entity not expressly released by the FDIC-R in this Agreement;

c. which are not expressly released in PARAGRAPH II.A. above; or

d. arising out of any existing or failed financial institutions other than IndyMac.

2. Notwithstanding any other provision of this Agreement, nothing herein limits, waives, releases, diminishes or compromises the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority to institute administrative enforcement or other proceedings seeking removal, prohibition, civil penalties, restitution or other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person, or which may arise by operation of law, rule, or regulation.

3. Notwithstanding any other provision of this Agreement, this Agreement does not waive any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office for any 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: Assignment.

Notwithstanding any other provision in this Settlement Agreement, the Settling Defendants immediately, exclusively, and irrevocably assign to the FDIC-R any and all claims, rights, title, or interest for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which the Settling Defendants have or may have against any and all third parties arising out of or related to the Loans.

SECTION IV: Insolvency.

A. Insolvency.

The Settling Defendants warrant as to payments made by or on their behalf that at the time of such payment, each of them is not insolvent nor will the payment made by or on their behalf render any or each of them insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by the Settling Defendants and not by their counsel.

B. Preferences.

In the event that the FDIC-R is required to return any portion of the Settlement Payments due to a final order by a court that the transfer of the Settlement Payments or any portion thereof constituted a preference, voidable preference, fraudulent transfer or similar transaction, then, in its sole discretion, the FDIC-R may, without waiver of any other rights it may have in law or equity, pursue any of the rights and remedies set forth in paragraph I(C) above, and/or otherwise permitted by law.

SECTION V: Termination.

In the event the FDIC-R exercises its right to declare this Agreement null and void as provided herein, then, for the purposes of any statute of limitations or other time-based defense to any of the claims of the FDIC-R, the parties to this Agreement shall be deemed to have reverted to their respective status as of 5:00 p.m. Eastern Time, January 1, 2012.

SECTION VI: Notices.

Any notices required hereunder shall be sent by registered mail, first class, return receipt requested or may be sent by email, to the following:

If to the FDIC-R:

Michael Delbick
Mortgage Recovery Law Group
700 North Brand Boulevard, Suite 830
Glendale, California 91203

(b)(4),(b)(6)



If to the Settling Defendants:

James Brody
American Mortgage Law Group, PC
75 Rowland Way, Suite 350
Novato, CA 94945

(b)(4),(b)(6)



SECTION VII: Other Matters.

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 defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party hereto, except to enforce its terms.

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.

All of the undersigned persons represent and warrant 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, attorneys, successors and assigns.

D. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. No representations, warranties or inducements have been made to or relied on by any Party concerning this Agreement and its exhibits other than those contained therein.

E. Amendments.

This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing by the Party or Parties bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Reasonable Cooperation.

1. 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.

2. Further, the Settling Defendants agree to cooperate fully with the FDIC-R 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-R pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

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

Bank;

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

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

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

G. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the internal laws of the State of California, without regard to its conflicts of laws.

H. Advice of Counsel.

Each Party hereby acknowledges that he, she, or 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, her, or its counsel.

I. Title and Captions.

All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

J. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any party by reason of which party drafted it.

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.

**FDIC as Receiver for IndyMac
Bank, F.S.B.**

**NL, Inc. d.b.a. RPM Mortgage,
Inc., formerly known as Najarian
Loans, Inc. d.b.a. Residential
Pacific Mortgage**

(b)(6)

By:

By: _____

Name: Richard S. Gill

Name: _____

Title: Counsel

Title: _____

Date: 1-26-12

Date: _____

RPM Mortgage, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Erwin Robert Hirt

[Redacted]

(b)(6)

B:

Date: 11/26/12

Tracey Lee Hirt

(b)(6)

[Redacted]

(b)(6)

(b)(6)

Date: 11/26/12

J. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any party by reason of which party drafted it.

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.

**FDIC as Receiver for IndyMac
Bank, F.S.B.**

**NL, Inc. d.b.a. RPM Mortgage,
Inc., formerly known as Najarian
Loans, Inc. d.b.a. Residential
Pacific Mortgage**

By: _____
Name: _____
Title: _____
Date: _____

By: (b)(6)
Name: (b)(6) Tracey L Hirt
Title: President
Date: 1/26/12

(b)(6)

RPM Mortgage, Inc.

By: (b)(6)
Name: Robert Hirt
Title: CEO
Date: 1/26/12

(b)(6)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this ~~2~~³ day of February, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, F.S.B. ("FDIC-R"), and Gregory Glanville, an individual, "Glanville") (individually, the FDIC-R and Gregory Glanville, may be referred to herein as a "Party" and collectively as the "Parties").

WHEREAS:

Prior to July 11, 2008, IndyMac Bank, F.S.B. ("IndyMac" or the "Bank"), was a depository institution organized and existing under the laws of the United States.

On July 11, 2008, the Office of Thrift Supervision closed the Bank and appointed the Federal Deposit Insurance Corporation as its 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.

FDIC-R initiated a lawsuit on May 2, 2011, against Glanville entitled *Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B. v. Glanville, et al.*, Case No. 5:11-cv-00694-VAP -OP, currently pending in the United States District Court, Central District of California, Western Division (the "Lawsuit"). FDIC-R's May 2, 2011 complaint in the Lawsuit references three appraisals (the "Appraisals") completed by Glanville on three different properties: a property located at 12118 Cheshire Street, Norwalk, California 90650 (the "Cheshire Property"); a property located at 14002 Eastbrook Ave., Bellflower, California 90706 (the "Eastbrook Property"); and a property located at 5989 Eucalyptus Drive, Highland, California 92346 (the "Eucalyptus Property") (the Cheshire Property, Eastbrook Property, and Eucalyptus Property are collectively referred to herein as the "Properties"). FDIC-R's May 2,

2011 complaint in the Lawsuit also references three loans funded by IndyMac and secured by the Properties: a mortgage loan in the amount of \$489,565 to Emerson Franco, secured by the Cheshire Property (the "Cheshire Loan"); a mortgage loan in the amount of \$445,000 to Eduardo Acevedo, secured by the Eastbrook Property (the "Eastbrook Loan"); and a mortgage loan in the amount of \$391,200 to Rashida and Christopher Lee, secured by the Eucalyptus Property (the "Eucalyptus Loan") (the Cheshire Loan, Eastbrook Loan, and Eucalyptus Loan are collectively referred to herein as the "Loans").

A dispute has arisen between the Parties with respect to claims by the FDIC-R against Glanville for damages arising from the Loans (hereinafter any and all present and future claims by the FDIC-R against Glanville arising from losses associated with the Loans is referred to as the "Claims"). The Parties engaged in settlement negotiations as a result of the Claims and a settlement was reached at a mediation on December, 19, 2011. The Parties now 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, on or before thirty (30) days following the date that all Parties execute this agreement, Glanville shall pay the FDIC-R the total sum of One Hundred Fifty Thousand Dollars (\$150,000) (the "Settlement Payment"). The Settlement Payment shall be made by check made payable to "Mortgage Recovery Law Group Client Trust Account."

B. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by subparagraph A above ("Settlement Payment Due Date"), then the FDIC-R, in its sole discretion, shall have the right to:

1. extend the period of time for payment, including interest accruing from the Settlement Payment Due Date through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(b)(3); or
2. enforce this Agreement and, in such event, Glanville agrees to jurisdiction in Federal District Court in California and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or
3. declare this Agreement null and void, move to vacate any dismissal order, to which Glanville agrees to consent, and institute an action on the FDIC-R's claims, as to which Glanville waives any and all objections and defenses and covenant and agree not to assert any objections and defenses; and/or
4. seek any other relief available to it in law or equity.

Any extension of time for delivery of the Settlement Payment shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to bring an action to enforce the Agreement, or declare the Agreement null and void.

SECTION II: Releases.

Each Party acknowledges that this Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which that Party may have against another Party arising from the Claims. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

Each Party certifies that they have read and understood the following provisions of *California Civil Code §1542*, which states in pertinent part as follows:

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 Party understands and acknowledges that the significance and consequence of its waiver of *California Civil Code §1542* is that even if any Party should eventually suffer additional damages arising out of the Claims, the claims and causes of action that were or could have been asserted relating to the Claims, or any facts or circumstances related to the Claims, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each Party acknowledges that it consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

A. The FDIC-R's Release.

Upon receipt of the Settlement Payment, plus any accrued interest, and except as provided in PARAGRAPH II.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Glanville and its respective employees, officers, directors, representatives, heirs, executors, administrators, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity belonging to the FDIC-R, arising out of or relating to the facts and circumstances giving rise to the Claims.

B. Glanville's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, Glanville, on behalf of itself, and its respective employees, officers, directors, representatives, heirs, executors, administrators, successors and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, representatives, successors and assigns, from any and all claims belonging to Glanville, arising out of or relating to the facts and circumstances alleged by the Claims.

C. Exceptions to Release by FDIC-R.

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

a. against Glanville 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-R, 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;

b. against any person or entity not expressly released by the FDIC-R in this Agreement; or

c. which are not expressly released in PARAGRAPH II.A. above.

2. Notwithstanding any other provision of this Agreement, nothing herein limits, waives, releases, diminishes or compromises the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority to institute administrative enforcement or other proceedings seeking removal, prohibition, civil penalties, restitution or other relief it is authorized to seek pursuant to its supervisory or

regulatory authority against any person, or which may arise by operation of law, rule, or regulation.

3. Notwithstanding any other provision of this Agreement, this Agreement does not waive any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office for any 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: Insolvency.

A. Insolvency.

Glanville warrants as to payments made by or on his behalf that at the time of such payment, it is not insolvent nor will the payment made by or on its behalf render him insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by Glanville and not by his counsel.

B. Preferences.

In the event that the FDIC-R is required to return any portion of the Settlement Payment due to a final order by a court that the transfer of the Settlement Payment or any portion thereof constituted a preference, voidable preference, fraudulent transfer or similar transaction, then, in its sole discretion, the FDIC-R may, without waiver of any other rights it may have in law or equity, pursue any of the rights and remedies set forth above, and/or otherwise permitted by law.

SECTION IV: Termination.

In the event the FDIC-R exercises its right to declare this Agreement null and void as provided herein, then, for the purposes of any statute of limitations or other time-based defense

to any of the claims of the FDIC-R, the parties to this Agreement shall be deemed to have reverted to their respective status as of 5:00 p.m. Eastern Time, January 17, 2012.

SECTION V: Notices.

Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and may also be sent by email, to the following:

If to the FDIC-R:

Paul Levin
Mortgage Recovery Law Group
700 North Brand Boulevard, Suite 830
Glendale, California 91203

(b)(4),(b)(6)



If to Glanville:

Todd Stevens
Keeney Waite & Stevens
402 West Broadway, Suite 1820
San Diego, CA 92101

(b)(4),(b)(6)



SECTION VI: Other Matters.

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 defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party hereto, except to enforce its terms.

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.

All of the undersigned persons represent and warrant 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, attorneys, successors and assigns.

D. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. No representations, warranties or inducements have been made to or relied on by any Party concerning this Agreement and its exhibits other than those contained therein.

E. Amendments.

This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing by the Party or Parties bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Reasonable Cooperation.

I. 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.

G. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the internal laws of the State of California, without regard to its conflicts of laws.

H. Advice of Counsel.

Each Party hereby acknowledges that he or 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 its counsel.

I. Title and Captions.

All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

J. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any party by reason of which party drafted it.

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.

**FDIC as Receiver for IndyMac
Bank, F.S.B.**

Gregory Glanville

(b)(6)

By:

By: _____

Name: Richard S. Gail

Date: _____

Title: Counsel

Date: 2-3-12

J. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any party by reason of which party drafted it.

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.

**FDIC as Receiver for IndyMac
Bank, F.S.B.**

Gregory Glanville

By: _____

By:

(b)(6)

Name: _____

Date:

2/13/2012

Title: _____

Date: _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 30th day of March 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, F.S.B. ("FDIC-R"), and Boris Frenkel (sued erroneously as "Boris Frankel"), an individual and doing business as Appraisal Choice (referred to herein as "Appraiser") (individually, the FDIC-R and Appraiser may be referred to herein as a "Party" and collectively as the "Parties").

WHEREAS:

FDIC-R represents that prior to July 11, 2008, IndyMac Bank, F.S.B. ("IndyMac" or the "Bank"), was a depository institution organized and existing under the laws of the United States. FDIC-R further represents that on July 11, 2008, the Office of Thrift Supervision closed the Bank and appointed the Federal Deposit Insurance Corporation as its receiver. FDIC represents that 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.

FDIC-R initiated a lawsuit on July 5, 2011, against Appraiser entitled *Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B. v. Boris Frankel, et al.*, Case No. C11-03279, currently pending in the United States District Court, Northern District of California, San Jose Division (the "Lawsuit"). FDIC-R's July 5, 2011 complaint in the Lawsuit references one appraisal (the "Appraisal") completed under the name "Appraiser Choice" for Hilltop Mortgage, Inc. and signed by Alexander Furman for the real property located at 2311 Sirrah Way, Greenfield, California 93927 (the "Property"). FDIC-R's complaint in the Lawsuit also references a loan ultimately purchased by IndyMac and secured by the Property: a mortgage loan in the amount of \$560,000.00 to (referred to herein as the "Loan").

A dispute has arisen with respect to claims by the FDIC-R against Appraiser for damages arising from the over-valuation of the Property (hereinafter any and all present and future claims by the FDIC-R against Appraiser arising from losses set forth in the Lawsuit are referred to as the "Claims"). The Parties engaged in settlement negotiations as a result of the Claims. The Parties now 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, on or before thirty (30) days following the date the FDIC-R executes this agreement, Appraiser shall pay the FDIC-R the total sum of \$65,000.00 (the "Settlement Payment"). The Settlement Payment shall be made by check made payable to "Mortgage Recovery Law Group Client Trust Account."

B. The Parties agree to the jurisdiction of the federal court in California for the purposes of enforcing this Agreement. The Parties further agree that the prevailing party in any dispute enforcing this Agreement shall be entitled to reasonable attorney fees and costs. Any extension of time for delivery of the Settlement Payment shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to bring an action to enforce the Agreement, or declare the Agreement null and void.

SECTION II: Releases.

Each Party acknowledges that this Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or

unknown, foreseen or unforeseen, patent or latent) which each Party may have against the other Party arising from the Claims. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

Each Party certifies that they have read and understood the following provisions of *California Civil Code §1542*, which states in pertinent part as follows:

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 Party understands and acknowledges that the significance and consequence of its waiver of *California Civil Code §1542* is that even if any Party should eventually suffer additional damages arising out of the Claims, the claims and causes of action that were or could have been asserted relating to the Claims, or any facts or circumstances related to the Claims, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each Party acknowledges that it consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

A. The FDIC-R's Release.

Upon receipt of the Settlement Payment, plus any accrued interest, and except as provided in PARAGRAPH II.C., below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Appraiser and its officers, directors, representatives, heirs, executors, administrators, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity

belonging to the FDIC-R, arising out of or relating to the facts and circumstances giving rise to the Claims.

B. Appraiser's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, Appraiser, on behalf of itself, and its respective employees, officers, directors, representatives, heirs, executors, administrators, successors and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, representatives, successors and assigns, from any and all claims belonging to Appraiser, arising out of or relating to the facts and circumstances alleged by the Claims.

C. Exceptions to Release by FDIC-R.

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

a. against Appraiser 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-R, 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;

b. against any person or entity not expressly released by the FDIC-R in this Agreement; or

c. against Defendant Alexander Furman individually and dba Real World ("Furman"), including claims against Furman arising from the Appraisal or Lawsuit.; or

2. Notwithstanding any other provision of this Agreement, nothing herein limits, waives, releases, diminishes or compromises the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority to institute administrative enforcement or other proceedings seeking removal, prohibition, civil penalties, restitution or other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person, or which may arise by operation of law, rule, or regulation.

3. Notwithstanding any other provision of this Agreement, this Agreement does not waive any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office for any 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: Insolvency.

A. Insolvency.

Appraiser warrants as to payments made by him or on his behalf that at the time of such payment, he is not insolvent nor will the payment made by or on his behalf render him insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by Appraiser and not by his counsel.

B. Preferences.

In the event that the FDIC-R is required to return any portion of the Settlement Payment due to a final order by a court that the transfer of the Settlement Payment or any portion thereof constituted a preference, voidable preference, fraudulent transfer or similar transaction, then, in

its sole discretion, the FDIC-R may, without waiver of any other rights it may have in law or equity, pursue any of the rights and remedies set forth in paragraph II(C) above, and/or otherwise permitted by law.

SECTION IV: Severability

1. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

SECTION V: Notices.

Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and may also be sent by email, to the following:

//

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If to the FDIC-R:

Paul Levin
Mortgage Recovery Law Group
700 North Brand Boulevard, Suite 830
Glendale, California 91203

(b)(4),(b)(6)



If to Appraiser:

Peter Catalanotti
Manning & Kass, Ellrod, Ramirez, Trester LLP
One California Street, Suite 1100
San Francisco, California 94111

(b)(4),(b)(6)



SECTION VI: Other Matters.

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 defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party hereto, except to enforce its terms.

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.

All of the undersigned persons represent and warrant 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, attorneys, successors and assigns.

D. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. No representations, warranties or inducements have been made to or relied on by any Party concerning this Agreement and its exhibits other than those contained therein.

E. Amendments.

This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing by the Party or Parties bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Specific Representations, Warranties and Disclaimer.

FDIC-R acknowledges that Appraiser Alexander Furman admits to being the sole creator of the appraisal that is the subject of the litigation. FDIC-R further acknowledges that Boris Frenkel has consistently maintained under oath that he did not participate in creating the appraisal that is the subject matter of the FDIC-R's action and that Mr. Furman did so without input or permission from Mr. Frankel. The FDIC-R pursued Mr. Furman separately in the referenced litigation.

G. Reasonable Cooperation.

1. 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.

2. Further, Appraiser agrees to cooperate fully with the FDIC-R 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-R pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

- a. producing all documents relevant to the Appraisal, Claims or Lawsuit requested by the FDIC-R, without the necessity of subpoena/
- b. making himself available upon request by the FDIC-R at reasonable times and places for interviews

regarding facts relevant to the Appraisal, Claims or Lawsuit;

c. appearing to testify, upon request by the FDIC-R related to the Appraisal, Claims or Lawsuit without the necessity of subpoena;

d. signing truthful affidavits upon request by the FDIC-R, regarding any matter relevant to the Appraisal, Claims or Lawsuit.

H. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the internal laws of the State of California, without regard to its conflicts of laws.

I. Advice of Counsel.

Each Party hereby acknowledges that he or 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 its counsel.

J. Title and Captions.

All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

K. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any party by reason of which party drafted it.

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.

**Plaintiff FDIC as Receiver for
IndyMac Bank, F.S.B.**

Defendant Boris Frankel

(b)(6)

By:

By: _____

Name: Richard S. Gilk

Date: _____

Title: Counsel

Date: 5-7-12

Approved as to form:

**Mortgage Recovery Law
Group, LLP**

**Manning & Kass
Ellrod, Ramirez, Trester LLP**

By: _____
Michael H. Delbick
Attorneys for Plaintiff Federal
Deposit Insurance Corporation as
Receiver for IndyMac Bank, F.S.B.

By: _____
Peter C. Catalanotti
Attorneys for Defendant Boris
Frenkel (erroneously sued as Boris
Frankel)

Date: _____

Date: _____

**Plaintiff FDIC as Receiver for
IndyMac Bank, F.S.B.**

(b)(6)

By: _____

[Redacted Signature Box]

Name: Richard S. Gill

Title: Counsel

Date: 5-7-12

Defendant Boris Frankel

By: _____

Date: _____

Approved as to form:

**Mortgage Recovery Law
Group, LLP**

(b)(6)

By: _____

[Redacted Signature Box]

Michael H. Delbick
Attorneys for Plaintiff Federal
Deposit Insurance Corporation as
Receiver for IndyMac Bank, F.S.B.

Date: 5/7/12

**Manning & Kass
Ellrod, Ramirez, Trester LLP**

By: _____

Peter C. Catalanotti
Attorneys for Defendant Boris
Frenkel (erroneously sued as Boris
Frankel)

Date: _____

**Plaintiff FDIC as Receiver for
IndyMac Bank, F.S.B.**

By: _____
Name: _____
Title: _____
Date: _____

Defendant Boris Frankel

By: (b)(6)
Date: 05/06/12

Approved as to form:

**Mortgage Recovery Law
Group, LLP**

By: _____
Michael H. Delbick
Attorneys for Plaintiff Federal
Deposit Insurance Corporation as
Receiver for IndyMac Bank, F.S.B.
Date: _____

**Manning & Kass
Ellrod, Ramirez, Trester LLP**

By: (b)(6)
Peter C. Catalanotti
Attorneys for Defendant Boris
Frenkel (erroneously sued as Boris
Frankel)
Date: 5/7/12

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 30 day of March 2012 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B. ("FDIC-R") and CENTRAL ESCROW, INC. ("CENTRAL ESCROW"). The FDIC-R and CENTRAL ESCROW may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about July 7, 2011, the FDIC-R filed a lawsuit entitled FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B. v. CENTRAL ESCROW, INC., a California corporation, United States District Court for the Central District of California Case No. LACV11-5607-R (PJWx) (hereinafter "Action"). The FDIC-R sought damages from CENTRAL ESCROW arising out of a mortgage loan IndyMac Bank, F.S.B. ("IndyMac") made to Shunlun Piao ("Loan"). The Complaint included a claims for breach of contract, professional negligence and negligence per se. In its answer, CENTRAL ESCROW denied it was liable to the FDIC-R for damages.

1.2 The Parties desire and have agreed to settle all claims between the FDIC-R and CENTRAL ESCROW relating the Loan. By entering into this Settlement Agreement, the parties are not admitting the allegations as set forth in the Complaint.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

2.1 Recitals. The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 Payment to the FDIC. Payment of Sixty Thousand Dollars and no/cents (\$60,000.00) (the "Settlement Funds") shall be paid on behalf of CENTRAL ESCROW to the FDIC-R. The initial payment (the "Initial Payment") shall be for **Ten Thousand Dollars and no/cents (\$10,000.00) and shall be paid on or before April 2, 2012.** CENTRAL ESCROW shall deliver the Initial Payment, and all payments to the FDIC-R c/o Mortgage Recovery Law Group, LLP via wire transfer to: **Mortgage Recovery Law Group Trust Account, Account Number** [REDACTED] **Routing Number** [REDACTED] **Reference: Central Escrow Settlement. Then, CENTRAL ESCROW shall make payments on the first of each month as follows:**

a. **May 1, 2012 - \$10,000.00;**

- b. **June 1, 2012 - \$10,000.00;**
- c. **July 2, 2012 - \$10,000.00;**
- d. **August 1, 2012 - \$10,000.00;**
- e. **September 4, 2012 - \$10,000.00.**

2.3 Concurrently with the signing and delivery of this Settlement Agreement, CENTRAL ESCROW shall execute a Stipulation for Entry of Judgment to be in the amount of \$200,000, against CENTRAL ESCROW in the form attached hereto as Exhibit 1. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached to the Stipulation as Exhibit A. Both the Stipulation and Judgment are incorporated by reference herein and their terms are made a part of this Settlement Agreement. The Stipulation and Judgment shall be held in trust by the FDIC-R's attorneys of record and shall not be filed unless CENTRAL ESCROW breaches paragraph 2.2 above and fails to timely cure said breach after receiving written notice of default as provided in paragraph 2.4 below. The Judgment (Pursuant to Stipulation) shall not be entered so long as CENTRAL ESCROW performs under the terms of this Settlement Agreement with respect to making the Payments required by paragraph 2.2 above. In addition, within ten (10) business days of the signing and delivery of this Settlement Agreement, the FDIC-R shall file with the Court a Notice of Settlement and request that all currently scheduled dates be continued until after September 4, 2012.

2.4 In the event CENTRAL ESCROW defaults by failing to make a timely payment to the FDIC-R as set forth in paragraph 2.2 above, the FDIC-R shall give written notice of the default and notice of its intent to enter Judgment (Pursuant to Stipulation) to CENTRAL ESCROW via e-mail and overnight mail to their attorneys of record as follows: Barry G. Florence, Esq., 3435 Wilshire Blvd., Suite 2000, Los Angeles, CA 90010; telephone (b)(4),(b)(6) facsimile (b)(4),(b)(6) e-mail (b)(4),(b)(6). (b)(4),(b)(6) CENTRAL ESCROW shall have ten (10) business days after written notice of default is sent to Mr. Florence to cure the default. If CENTRAL ESCROW fails to cure the default within ten (10) business days, the FDIC-R shall cause Judgment (Pursuant to Stipulation) to be entered as set forth in Paragraph 2.3 above.

2.5 Within ten (10) business days of the FDIC-R's receipt of the Final Payment as set forth in paragraph 2.2, the FDIC's counsel shall file a request for dismissal of the entire Action with prejudice.

2.6 Each Party agrees that Section 664.6 of the *Code of Civil Procedure* of the State of California shall apply to this Settlement Agreement and requests that the court retain jurisdiction over the Parties to enforce this Settlement Agreement and, if necessary, the Judgment (Pursuant to Stipulation).

2.7 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

3. RELEASE

3.1 **Known and Unknown Claims.** The FDIC-R and CENTRAL ESCROW acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) arising from or in conjunction with or related to the facts and circumstances giving rise to the Action.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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.

3.3 The Parties understand and acknowledge that the significance and consequence of its waiver of *California Civil Code §1542* is that even if either Party should eventually suffer additional damages arising from or in conjunction with the Action or any facts or circumstances related to the Action, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees

or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from, in conjunction with, or related to the Action or any facts or circumstances related to the Action.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any claims against CENTRAL ESCROW arising out of existing or failed financial institutions other than IndyMac. The FDIC-R represents that it retains the rights to pursue any claims arising out of or related to the Loan except as to CENTRAL ESCROW.

3.6 Notwithstanding any other provision, by this Settlement Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement 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 or the United States Attorney's Office in any 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, subject to an offset, in favor of CENTRAL ESCROW only, for any Settlement Payment described in Paragraph 2.2 above.

4. MISCELLANEOUS

4.1 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

4.2 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of

any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

4.15 Counterparts and Delivery by Facsimile or Email This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but both such counterparts shall together constitute one and the same document. The Parties shall be authorized to rely upon the signatures of each person and entity who are signatories to this Agreement which signatures are delivered by facsimile or electronic mail as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity; provided, however, that whoever delivers such facsimile or electronic email signatures to another Party to this Agreement, covenants and agrees that it shall deliver an executed original of the same to the other Parties so receiving the previous facsimile or electronic mail signature within five (5) business days after the delivery of such electronic mail signature.

4.16 No Conflicting Interest; No Assignment. Each of the Parties unconditionally and irrevocably represents, warrants and covenants that: it owns and controls the claims released by this Agreement, none of the claims released by this Agreement have been assigned to any other person or entity, and no other person or entity has any interest in the claims released by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: April ____, 2012
APPROVED AS TO FORM

LAW OFFICES OF BARRY G. FLORENCE

By: _____
Barry G. Florence
Attorney for Defendant CENTRAL ESCROW, INC.

DATED: April __, 2012

CENTRAL ESCROW, INC.

By: _____
Signature

Type/Print Name and Title

DATED: April __, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By: _____
Paul Levin
Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: April 1, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By: _____
Signature (b)(6)

Richard S. Gill, Counsel
Type/Print Name and Title

DATED: April __, 2012

CENTRAL ESCROW, INC.

By: _____
Signature

Type/Print Name and Title

DATED: April 2, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By: (b)(6)

Paul Levin
Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: April 1, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By: (b)(6)
Signature

Richard S. Gill, Counsel
Type/Print Name and Title

any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

4.15 Counterparts and Delivery by Facsimile or Email This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but both such counterparts shall together constitute one and the same document. The Parties shall be authorized to rely upon the signatures of each person and entity who are signatories to this Agreement which signatures are delivered by facsimile or electronic mail as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity; provided, however, that whoever delivers such facsimile or electronic email signatures to another Party to this Agreement, covenants and agrees that it shall deliver an executed original of the same to the other Parties so receiving the previous facsimile or electronic mail signature within five (5) business days after the delivery of such electronic mail signature.

4.16 No Conflicting Interest; No Assignment. Each of the Parties unconditionally and irrevocably represents, warrants and covenants that: it owns and controls the claims released by this Agreement, none of the claims released by this Agreement have been assigned to any other person or entity, and no other person or entity has any interest in the claims released by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: March 30, 2012
April 2012
APPROVED AS TO FORM

LAW OFFICES OF BARRY G. FLORENCE

(b)(6)

Barry G. Florence
Attorney for Defendant CENTRAL ESCROW, INC.

DATED: April 30, 2012
April __, 2012

CENTRAL ESCROW, INC.

By:

[Redacted Signature]

(b)(6)

ALICE TSANG

Type/Print Name and Title

DATED: April __, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By:

Paul Levin

Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: April __, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By:

Signature

Type/Print Name and Title

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 29 day of March 2012 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B. ("FDIC-R"), SCOTT C. BROCK dba INTEGRITY APPRAISAL SERVICES ("BROCK"), and NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG PA, CHARTIS CLAIMS, INC. (CHARTIS). The FDIC-R, BROCK and CHARTIS may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about July 6, 2011, the FDIC-R filed a lawsuit entitled FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B. v. SCOTT C. BROCK an Individual and dba INTEGRITY APPRAISAL SERVICES, in the United States District Court for the Central District of California Case No. SACV11-998-JVS (ANx) (hereinafter "Action"). The FDIC-R sought damages from BROCK arising out of a mortgage loan IndyMac Bank, F.S.B. ("IndyMac") made to Silvestre Flores ("Loan"). The Complaint included a claims for breach of contract and negligent misrepresentation. In its answer, BROCK denied he was liable to the FDIC-R for damages.

1.2 The Parties desire and have agreed to settle all claims between the FDIC-R and BROCK relating the Loan. By entering into this Settlement Agreement, the parties are not admitting the allegations as set forth in the Complaint.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

2.1 Recitals. The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 Payment to the FDIC. Payment of One Hundred Twenty-Five Thousand Dollars and no/cents (\$125,000.00) (the "Settlement Payment") shall be paid on behalf of BROCK to the FDIC-R. The Settlement Payment shall be made via settlement check no later than May 25, 2012. BROCK shall deliver the settlement check to the FDIC-R c/o Mortgage Recovery Law Group, LLP, 700 North Brand Blvd., Ste. 830, Glendale, CA 91230.

2.3 In the event BROCK defaults by failing to make a timely payment to the FDIC-R as set forth in paragraph 2.2 above ("Settlement Payment Due Date"), the FDIC-R, in its sole discretion, shall have the right to:

a. Extend the time for payment, including interest accruing from the Settlement Payment Due Date through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621 (b)(3); or

b. Enforce this Settlement Agreement and, in such event, BROCK agrees to jurisdiction in Federal District Court in California to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

c. Declare this Settlement Agreement null and void, move to vacate any dismissal order, to which BROCK agrees to consent, and institute an action on the FDIC-R's claims, as to which BROCK waives any and all objections and defenses and covenant and agree not to assert any objections and defenses; and/or

d. Seek any other relief available to it in law or equity.

Any extension of time for delivery of the Settlement Payment shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to bring an action to enforce the Settlement Agreement, or declare the Settlement Agreement null and void.

2.4 Within ten (10) business days of the FDIC-R's receipt of the Settlement Payment as set forth in paragraph 2.2, the parties hereto shall execute and cause to be filed with the court a Stipulation and Request for Dismissal with Prejudice, and shall take such further steps as may be necessary for the court to enter an order dismissing the Action with prejudice.

2.5 Each Party agrees that and requests that the court retain jurisdiction over the Parties to enforce this Settlement.

2.6 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

3. RELEASE

3.1 Known and Unknown Claims. The FDIC-R, BROCK and CHARTIS acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) arising from or in conjunction with or related to the facts and circumstances giving rise to the Action.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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.

3.3 The Parties understand and acknowledge that the significance and consequence of its waiver of *California Civil Code §1542* is that even if either Party should eventually suffer additional damages arising from or in conjunction with the Action or any facts or circumstances related to the Action, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from, in conjunction with, or related to the Action or any facts or circumstances related to the Action.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any claims against BROCK arising out of existing or failed financial institutions other than IndyMac. The FDIC-R represents that it retains the rights to pursue any claims arising out of or related to the Loan against other parties.

3.6 Notwithstanding any other provision, by this Settlement Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement 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 or the United States Attorney's Office in any 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, subject to an offset, in favor of BROCK only, for any Settlement Payment described in Paragraph 2.2 above.

4. MISCELLANEOUS

4.1 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

4.2 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: April __, 2012

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

APPROVED AS TO FORM

By: _____
David S. Eisen
Attorney for Defendant SCOTT C. BROCK dba
INTEGRITY APPRAISAL SERVICES

May 8, 2012
DATED: ~~April~~ __, 2012

SCOTT C. BROCK dba INTEGRITY APPRAISAL SERVICES

By: _____ (b)(6)
Signature

Scott Brock
Type/Print Name and Title

DATED: April __, 2012

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG PA , CHARTIS CLAIMS, INC.

By: _____
Signature

Type/Print Name and Title

May 8, 2012
DATED: ~~April~~ __, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

(b)(6) _____
By: _____
Paul Levin (b)(6)

Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: May 7, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By: (b)(6)
Signature

Richard S. Gill, Counsel
Type/Print Name and Title

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: ~~April 21~~, 2012
June

APPROVED AS TO FORM

WILSON ELSER MOSKOWITZ EDELMAN &
DICKER LLP

By: (b)(6)
David S. Eisen
Attorney for Defendant SCOTT C. BROCK dba
INTEGRITY APPRAISAL SERVICES

DATED: April __, 2012

SCOTT C. BROCK dba INTEGRITY APPRAISAL
SERVICES

By: _____
Signature

Type/Print Name and Title

DATED: April __, 2012

NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURG PA , CHARTIS CLAIMS, INC.

By: _____
Signature

Type/Print Name and Title

May 8, 2012
DATED: ~~April~~, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By: _____
Paul Levin (b)(6)

(b)(6)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 14th day of March 2012 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. ("FDIC"), on the one hand, and EDWARD DADE and EDDY DADE & ASSOCIATES, INC. (collectively "DADE"), on the other hand. The FDIC and DADE may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about June 10, 2011, the FDIC filed a lawsuit entitled *FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. vs. EDWARD DADE; an individual, EDDY DADE & ASSOCIATES, INC., a California corporation; and DOES 1 through 10, inclusive*, Case No. SACV11-00875-DOC (ANx) (hereinafter "Action").

1.2 The Action alleged that on or about February 7, 2007, DADE prepared an Appraisal ("the Appraisal") for mortgage lending purposes of the real property located at 1640 Bridgeport Drive, Los Angeles, California ("Property"). DADE's Appraisal valued the Property at \$359,000 as of February 7, 2007. The Appraisal was submitted to IndyMac Bank, F.S.B. for the purpose of facilitating the mortgage finance transaction. The FDIC alleges the Appraisal was inadequate and misrepresented the value of the subject property.

1.3 DADE disputes and further denies having prepared the Appraisal and denies the FDIC's claims in the Action.

1.4 The Parties desire and have agreed to settle all claims relating to the Action.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

2.1 Recitals. The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 Payment to the FDIC by DADE. Payment of One Hundred Twenty Thousand Dollars and no/cents (\$120,000.00) shall be paid on behalf of DADE to the FDIC. Payment shall be made within thirty (30) days following the date on which this Settlement Agreement is fully executed. Payment shall be made by check payable to FDIC as Receiver for IndyMac Bank, F.S.B.

2.3 Within 5 business days of the FDIC's counsel's receipt of the settlement funds, the FDIC shall file a stipulation for dismissal of the Action with prejudice as to DADE.

2.4 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

SETTLEMENT AGREEMENT

Page 2 of 6

2.5 Each Party agrees that Section 664.6 of the Code of Civil Procedure of the State of California shall apply to this Settlement Agreement and requests that the court retain jurisdiction over the Parties to enforce this Settlement Agreement.

3. RELEASE

3.1 Known and Unknown Claims. The Parties acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which they may have against each other arising from or in conjunction with the Action or relating, in any way to the Appraisal.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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.

3.3 The Parties understand and acknowledge that the significance and consequence of their waiver of *California Civil Code §1542* is that even if either Party should eventually suffer additional damages arising from or in conjunction with the Action relating to the Appraisal or any facts or circumstances related to the Action relating to the Appraisal, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or

SETTLEMENT AGREEMENT

Page 3 of 6

equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from or in conjunction with the Action relating to the Appraisal.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any claims against DADE arising out of any other transactions or appraisals (other than set forth in the Action) and arising out of any other existing or failed financial institutions other than IndyMac Bank, F.S.B.

3.6 Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement 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 or the United States Attorney's Office in any 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.

4. MISCELLANEOUS

4.1 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

4.2 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts,

SETTLEMENT AGREEMENT

Page 4 of 6

terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 No Administrative Grievances. In executing this Agreement, each of the Parties warrants that it will not initiate nor cause to be initiated any action or proceeding pertaining to or

SETTLEMENT AGREEMENT

Page 5 of 6

concerning the appraisal licenses of DADE and/or any of its agents or employees, which arises out of or relates, in whole or in part, to the claims, demands, causes of action, choses in action, or matters relating to or arising out of the Action or DADE's appraisal of the Property including, but not limited to, any complaint, grievance, action or proceeding with the California Office of Real Estate Appraisers.

4.15 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: March 25, 2012
APPROVED AS TO FORM

MANNING & KASS, ELLROD, RAMIREZ,
TRESTER LLP

(b)(6)

(b)(6) Peter Rustin

Attorneys for Defendants,
EDWARD DADE and EDDY DADE &
ASSOCIATES, INC.

DATED: March 29, 2012

(b)(6)

EDWARD DADE

DATED: March 29, 2012

EDDY DADE & ASSOCIATES, INC.

(b)(6)

Signature

EDDY DADE, OWNER
Type/Print Name and Title

SETTLEMENT AGREEMENT
Page 6 of 6

(b)(6) DATED: March 26, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP

By: 

PAUL A. LEVIN

Attorneys for Plaintiff,
FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for INDYMAC BANK, F.S.B.

(b)(6) DATED: March 26, 2012

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for INDYMAC BANK, F.S.B.

By: 

Signature

Richard S. Gills Counsel
Type/Print Name and Title

AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE

THIS AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE (the "Agreement") is made and entered into by and between Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, FSB ("FDIC" or "Plaintiff"), and Christine K. Yost, an individual, doing business as Yost Appraisal, a California company (collectively, "Yost" or "Defendant"). (Plaintiff and Defendant may be referred to herein collectively as the "Parties.")

RECITALS

This agreement is made with reference to the following facts:

A. On or about June 29, 2011, Plaintiff filed a complaint for money damages against Yost and others (the "Complaint"), alleging causes of action against Yost for breach of contract and negligent misrepresentation, in connection with a mortgage loan (the "Loan") funded by IndyMac Bank, F.S.B. ("IndyMac"), which was secured by the residential real property located at 6363 Plummer Ave., Newark, California 94560 (the "Property"). The pending action, which the Complaint initiated, is entitled *Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB v. Yost, et al.*, and is currently pending in the United States District Court for the Central District of California Case No. CV 11-05313 DMG(PJWx) (the "Action").

B. On or about August 23, 2011, Yost answered the Complaint, generally denying its allegations and asserting affirmative defenses.

C. The Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further litigation. By this Agreement, the Parties intend to memorialize the terms of their compromise and settlement of the Action.

AGREEMENT AND RELEASE

NOW, THEREFORE, in consideration of the undertakings contained in this Agreement, and other good, valuable and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Preamble, Recitals and Exhibits.** The foregoing preamble and recitals are true and correct and are integral parts of this Agreement.
2. **Settlement Payment to Plaintiff.** No later than thirty (30) business days following full execution of this Agreement, Defendant shall cause Plaintiff to be paid the amount of Two Hundred Forty Thousand Hundred Dollars and No Cents (\$240,000.00) (the "Settlement Payment"). The Settlement Payment shall be made in the form of a settlement draft, made payable to "Mortgage Recovery Law Group Client Trust Account,". The Parties agree that timely receipt of the Settlement Payment is an essential term of this Agreement, and a condition to the effectiveness of this agreement.

3. Dismissal of the Action. Upon receipt of a copy of this Agreement which has been duly signed by Defendant, Plaintiff shall file appropriate notice with the United States District Court for the Central District of California advising that the Action has been settled. Together with the execution of this Agreement, counsel for Plaintiff and Defendant shall execute a Stipulation of Dismissal of the Action, with prejudice. Upon the receipt and clearing of the Settlement Payment, so that good and clear funds in the amount agreed to herein are actually received by Plaintiff, counsel for Plaintiff shall file the executed Stipulation of Dismissal with the Court.

4. Court to Retain Jurisdiction. The Parties agree that the Court shall have continuing jurisdiction to enforce the provisions of this Agreement to the fullest extent permitted by law.

5. Release by Plaintiff. The FDIC, on behalf of itself and IndyMac Bank, FSB, hereby releases and forever discharges Yost and her current and former officers, directors, employees, agents, sureties, bonding companies, insurers (including but not limited to National Fire Insurance Company of Pittsburgh PA and Chartis Claims, Inc.), attorneys, subsidiaries, predecessors, related companies, parent companies, successors, assigns and affiliates, of and from any and all claims, and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages

actual and consequential, attorneys' fees and costs, past, present and future, arising out of the claims set forth in the Action, except as expressly reserved in Paragraph 6, below.

6. Express Reservations from Release by Plaintiff. Notwithstanding any other provision contained herein, by this Agreement, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed (a) any claims or causes of action that do not arise from or relate to (i) loans issued by IndyMac Bank, F.S.B., (ii) the Property, or (iii) the facts, occurrences and transactions alleged in the Action; (b) any claims brought on behalf of another failed institution or another governmental entity; or (c) any claims arising from the closing of the Loans against any other transaction participant concerning the Loans, including, but not limited to, Mary Cherylynn Nicanor. This Agreement does not waive or release any claim Plaintiff may have relating to or arising from any loans issued by lending institutions other than IndyMac Bank, F.S.B. In addition, this Agreement does not purport to waive, nor is it intended to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office, or any other federal judicial district, including any rights, if appropriate, to court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*

7. No Admission of Liability. Plaintiff acknowledges that this Agreement does not constitute an admission by Defendant as to the merits of any claim that the FDIC or its predecessors in interest, including IndyMac, has asserted, or could have asserted, in the Action and that Defendant has denied and continues to deny that Defendant has any liability to Plaintiff as alleged in the Action. Likewise, Defendant acknowledges that this Agreement does not constitute an admission by Plaintiff that any asserted claim is or was in any way lacking in merit, and Defendant also acknowledges that this Agreement does not constitute an admission by Plaintiff as to the merits of any claim that Defendant has asserted, or could have asserted, in the Action. Nevertheless, Plaintiff and Defendant have concluded that continued litigation would be expensive and protracted and that it is desirable that the Action be settled fully and finally as between Plaintiff and Defendant in the manner and upon the terms and conditions set forth in this Agreement.

8. Waiver under Section 1542 of California Civil Code. Subject to the limitations contained herein and in paragraph 6, above, the releases as set forth in paragraphs 5 and 7 are intended by the Parties to be read and interpreted as broadly as possible to affect the releases set forth therein regardless of whether the claims are presently known or unknown to the Parties. This agreement is made by the Plaintiff and Defendant freely and with independent legal advice and counsel, and

Plaintiff and Defendant are fully aware of the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows:

“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.”

However, this is a limited release and not a general release and is only intended to release those claims as specifically identified in paragraphs 5 through 7 of the Agreement and is specifically limited by the limitations contained in those paragraphs. Nevertheless, to the extent Civil Code section 1542 (as well as any other or successor law of similar effect) applies to the Agreement, Plaintiff and Defendant waive any rights, benefits and protections they may have under section Civil Code 1542 to the extent necessary to effectuate the Releases set forth herein in paragraphs 5 through 7, inclusive, of this Agreement.

9. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

- a. Plaintiff and Defendant have received independent legal advice from attorneys of their choice with respect to the advisability of

entering into this Agreement and of giving the releases provided herein.

- b. In connection with the execution of this Agreement and the making of the settlement provided for herein, no Party to this Agreement has relied upon any statement, representation or promise of any other Party not expressly contained herein.
- c. This Agreement is fully integrated and contains the entire agreement of the Parties hereto. There are no agreements or understandings between the Parties hereto relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement, and this Agreement supersedes and replaces any and all prior negotiations and agreements between the Parties hereto, whether written or oral.
- d. Plaintiff and Defendant have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.
- e. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the role of the Party

in drafting and preparation of the Agreement shall not be referred to in order to construe the Agreement against that Party, and that canon of contractual interpretation shall not be applied.

f. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.

g. The Parties have not assigned or transferred any of their claims being released herein.

10. Consideration. The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.

11. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.

12. Agreement Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, joint venturers, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.

13. Applicable Law. This Agreement has been negotiated and exchanged in the State of California. As such, this Agreement and all matters relating thereto shall be governed by the laws of the State of California without regard to its principles of conflicts of law. In addition, in the event of any disputes arising between the Parties out of this Agreement, the Parties agree that the exclusive venue in which all disputes shall be resolved shall be by way of an action filed in the United States District Court for the Central District of California.

14. Execution and Delivery Required – Effective Date. This instrument shall not be considered to be the Agreement (defined above) or an enforceable contract, nor shall it create any obligation whatsoever on the part of any or all of the Parties, nor shall it or any of its terms constitute an undertaking by any of the Parties unless and until the date on which counterparts of it have been signed by and exchanged amongst all Parties (via facsimile, e-mail or otherwise) (the “Effective Date”). Until the Effective Date, any Party who may already have signed and exchanged one or more counterparts of this agreement with other Parties shall have the right to revoke such signature. On the Effective Date, this instrument shall become the Agreement and shall become a binding and enforceable contract.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and

all of which when executed shall constitute one and the same instrument.

Signatures on this Agreement, or any counterpart of this Agreement, transmitted by facsimile machine or electronic mail in pdf format shall have the same force and effect as original signatures.

16. Construction. Each of the masculine, feminine and neuter genders shall include the others. The singular shall include the plural and vice-versa.

17. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

18. Warranty of Authority. Each Party or attorney whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed and that he or she is acting in the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement.

19. Attorneys' Fees and Costs. Plaintiff and Defendant each agree to pay their own costs, attorneys' fees and expenses incurred in connection with the Action.

20. Captions and Headings. The captions, paragraph numbers and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this agreement, nor in any way affect this Agreement.

21. Notices. Any notice required under this Agreement shall be in writing and shall be sent via both e-mail and either by (i) hand delivery or certified or registered mail, postage prepaid, with return receipt requested, or (ii) fax, with a conformed copy by US Mail, postage prepaid, and with such writing to be addressed to the Parties as follows:

Person To Receive Notice	Notification Information
Defendant (b)(6)	Christine K. Yost [Redacted]
With a copy to: (b)(4),(b)(6)	Ari L. Markow, Esq. Spile, Leff & Goor, LLP 16501 Ventura Blvd., Suite 610 Encino, CA 91436 Tel: [Redacted] Fax: [Redacted] Email: [Redacted]

Person To Receive Notice	Notification Information
Plaintiff 	Dana J. Clausen, Esq. Mortgage Recovery Law Group 700 N. Brand Blvd., Suite 830 Glendale, CA 92103 Tel. No.: [REDACTED] Fax No.: [REDACTED] Email: [REDACTED]
With a copy to 	Maurice Wainer, Esq. Snipper, Wainer & Markoff 270 N. Canon Drive, Penthouse Beverly Hills, CA 90210 Tel. No.: [REDACTED] Fax No.: [REDACTED] Email: [REDACTED]

(b)(4),(b)(6)

(b)(4),(b)(6)

(b)(4),(b)(6)

(b)(4),(b)(6)

The above addresses may be changed by any Party as to such Party by providing the other Parties notice of any address change in the same manner as is provided above, and which change shall be effective as to any Party upon receipt of written notice from the other Party. In the event that written notice, demand, or request is made as provided in this paragraph, that writing shall be deemed to have been received by the Party to whom it was addressed on the earliest of (i) the date that the notice was hand delivered, (ii) the date the notice was sent via facsimile (so long as a facsimile transmittal confirmation sheet is contemporaneously generated by the facsimile machine from which the transmission occurred), or (iii) three days after properly addressed notice was deposited with the U.S. Postal Service, applicable postage prepaid.

22. Remedies. All Parties shall be entitled to all remedies available at law or in equity for any violation of this Agreement, including, but not limited to the remedy of specific performance.

23. Further Assurances. The Parties shall execute such other documents as may be reasonably necessary to carry out the terms and conditions of this Agreement.

24. Survival. All warranties, representations, covenants, and agreements set forth herein shall survive the Effective Date.

25. Compliance Dates. In the event that any date specified in this Agreement shall be on a Saturday, Sunday, or a nationally-declared holiday, then the date so specified shall be deemed to be the next business day following such date, and compliance by such business day hereunder shall not be deemed a default by either of the Parties under this Agreement.

26. Waiver. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition or of any later instance of the previously waived covenant or condition. The waiver by any Parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or an identical act required to be performed at a later time.

27. Entire Agreement. This Agreement contains the complete agreement of the Parties concerning the subjects of this Agreement and supersedes all prior drafts of this Agreement and all other prior agreements, promises, acknowledgements, representations and warranties, if any, that may have been made between or among the Parties concerning that subject of this Agreement, whether in connection with the negotiation of this Agreement or otherwise. This Agreement has been the product of negotiation. The Parties have had the opportunity to obtain independent advice from counsel. Prior draft documents were prepared, exchanged and discussed by some or all of the Parties before finally reaching and entering into this Agreement. In any number of instances, words used in prior drafts may have been changed or removed from the language ultimately agreed to in this Agreement. In the event of a dispute over the meaning of any of the provisions or requirements of this Agreement, the fact that other words may have been used or deleted from earlier draft documents or provisions in such draft documents that were modified before being included herein, shall not be used to aid in the construction of the meaning and legal effect of this Agreement. This Agreement may not be modified or changed except by a written instrument executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the

subject matter of this Agreement, and this Agreement supersedes and discharges any and all prior promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B.

Dated: April 12, 2012

By: (b)(6)

Its: Counsel

CHRISTINE K. YOST, an individual doing business as YOST APPRAISAL

Dated: April ____, 2012

By: _____
Christine K. Yost

APPROVED AS TO FORM:

MORTGAGE RECOVERY LAW GROUP, LLP

Dated: April 13, 2012

By: (b)(6)

Dana J. Clausen
Attorney for Plaintiff Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B.

subject matter of this Agreement, and this Agreement supersedes and discharges any and all prior promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B.

Dated: April ____, 2012

By: _____

Its: _____

CHRISTINE K. YOST, an individual doing business as YOST APPRAISAL

Dated: April 12, 2012

By:  _____ (b)(6)

 _____ (b)(6)

APPROVED AS TO FORM:

MORTGAGE RECOVERY LAW GROUP, LLP

Dated: April ____, 2012

By: _____

Dana J. Clausen
Attorney for Plaintiff Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B.

SPILE, LEFF & GOOR, LLP



(b)(6)

Dated: April 16, 2012

Ari L. Markow
Attorney for Defendant Christine K.
Yost, an individual doing business as
Yost Appraisal

(b)(6)

 ORIGINAL

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between The Federal Deposit Insurance Corporation (“FDIC” or “Plaintiff”), as receiver for IndyMac Bank, F.S.B. (“IndyMac”), on the one hand, and Terence Christian Scheuer, an individual and Terence Christian Scheurer, P.C. (collectively, “Scheurer”), on the other hand. The FDIC and Scheurer are referred to collectively as the “Parties.”

A. WHEREAS, there is a pending civil action by the FDIC against Scheurer entitled *Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, F.S.B. v. Terence Christian Scheurer, P.C., et al.*, pending in United States District Court, Eastern District of New York, Case No. CV 08-1001 (“Action”).

B. WHEREAS, without admitting liability, the Parties desire to resolve the FDIC’s claims against Scheurer, including, but not limited to, all issues raised in the Action.

NOW, THEREFORE, in consideration of the undertakings contained in this agreement, and other good, valuable and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preamble, Recitals and Exhibits. The foregoing preamble and recitals are true and correct and are integral parts of this agreement.

2. Settlement Payment. Upon the execution of this Agreement by the Parties (including the execution of the Stipulation of Dismissal), Scheurer agrees to pay Plaintiff the sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00) (the “Settlement Amount”), payable to “Ellenoff Grossman & Schole LLP Client Trust Account.”

3. Dismissal of the Action. Upon the execution of this Agreement by the Parties, their respective attorneys shall execute and file a Stipulation of Dismissal with prejudice in the form attached hereto as Exhibit "A."

4. Release by Plaintiff. Plaintiff hereby releases and forever discharges Scheurer and his current and former employees, officers, agents, sureties, bonding companies, insurers, attorneys, companies, successors, assigns and affiliates (collectively, the "Released Parties"), of and from any and all claims, and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of: (a) the claims or causes of action set forth in this Action; (b) the facts, occurrences and transactions alleged therein, including the Subject Loan and Property alleged in the Action, and (c) any other claims or causes of action Plaintiff or IndyMac may have against Scheurer and the Released Parties, including any claims or causes of action relating to other transactions involving IndyMac or other loans given by IndyMac, except as expressly reserved in Paragraph 5, below (collectively, the "Released Claims").

5. Express Reservations from Release by Plaintiff. Notwithstanding any other provision contained herein, by this agreement, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims brought on behalf of another failed institution or another governmental entity, or any claims asserted in the Action against the non-settling defendant arising from the closing of the Subject Loans. This agreement does not purport to waive, nor is it intended to waive, any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office, or any other federal department or agency.

6. Release by Scheurer. Scheurer hereby releases and forever discharges Plaintiff and its current and former officers, directors, employees, agents, insurers, attorneys, subsidiaries, predecessors, related companies, parent companies, successors, assigns, and affiliates, of and from any and all claims, and demands of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of the claims set forth in the Action.

7. No Admission of Liability. Plaintiff acknowledges that this agreement does not constitute an admission by Scheurer as to the merits of any claim that the FDIC or its predecessors in interest, including IndyMac, has asserted, or could have asserted, in the Action and that Scheurer has denied and continues to deny that he has any liability to Plaintiff as alleged in the Action. Likewise, Scheurer acknowledges that this agreement does not constitute an admission by Plaintiff that any asserted claim is or was in any way lacking in merit, and Scheurer also acknowledges that this agreement does not constitute an admission by Plaintiff as to the merits of any claim that Scheurer has asserted, or could have asserted, in the Action. Nevertheless, Plaintiff and Scheurer have concluded that continued litigation would be expensive and protracted and that it is desirable that the Action be settled fully and finally as between Plaintiff and Scheurer in the manner and upon the terms and conditions set forth in this agreement.

8. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

- a. Plaintiff and Scheurer have received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Agreement and of giving the releases provided herein.
- b. In connection with the execution of this Agreement and the making of the settlement provided for herein, no Party to this Agreement has relied upon any statement, representation or promise of any other Party not expressly contained herein.
- c. This Agreement is fully integrated and contains the entire agreement of the Parties hereto. There are no agreements or understandings between the Parties hereto relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement, and this Agreement supersedes and replaces any and all prior negotiations and agreements between the Parties hereto, whether written or oral.
- d. Plaintiff and Scheurer have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.
- e. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the role of the Party in drafting and preparation of the Agreement shall not be referred to in order to construe the Agreement against that Party, and that canon of contractual interpretation shall not be applied.

- f. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.
- g. The Parties have not assigned or transferred any of their claims being released herein.
9. Consideration. The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.
10. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.
11. Agreement Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, joint venturers, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.
12. Applicable Law. This Agreement has been negotiated and exchanged in the State of New York. As such, this Agreement and all matters relating thereto shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. In addition, in the event of any disputes arising between the Parties out of this Agreement, the Parties agree that the exclusive venue in which all disputes shall be resolved shall be by way of an action filed in the United States District Court for the Eastern District of New York.
13. Execution and Delivery Required – Effective Date. This instrument shall not be considered to be the Agreement (defined above) or an enforceable contract, nor shall it create any obligation whatsoever on the part of any or all of the Parties, nor shall it or any of its terms

constitute an undertaking by any of the Parties unless and until the date on which counterparts of it have been signed by and exchanged amongst all Parties (via facsimile, e-mail or otherwise) (the "Effective Date"). Until the Effective Date, any Party who may already have signed and exchanged one or more counterparts of this agreement with other Parties shall have the right to revoke such signature. On the Effective Date, this instrument shall become the Agreement and shall become a binding and enforceable contract.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures on this Agreement, or any counterpart of this Agreement, transmitted by facsimile machine or electronic mail in .pdf format shall have the same force and effect as original signatures.

15. Construction. Each of the masculine, feminine and neuter genders shall include the others. The singular shall include the plural and vice-versa.

16. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

17. Warranty of Authority. Each Party or attorney whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this agreement on behalf of the entity on whose behalf his or her signature is affixed and that he or she is acting in the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement.

18. Attorneys' Fees and Costs. Plaintiff and Defendants each agree to pay their own costs, attorneys' fees and expenses incurred in connection with the Action.

19. Captions and Headings. The captions, paragraph numbers and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this agreement, nor in any way affect this Agreement.

20. Remedies. All Parties shall be entitled to all remedies available at law or in equity for any violation of this Agreement, including, but not limited to the remedy of specific performance.

21. Further Assurances. The Parties shall execute such other documents as may be reasonably necessary to carry out the terms and conditions of this Agreement.

22. Survival. All warranties, representations, covenants, and agreements set forth herein shall survive the Effective Date.

23. Waiver. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition or of any later instance of the previously waived covenant or condition. The waiver by any Parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or an identical act required to be performed at a later time.

24. Jury Trial Waiver. The Parties hereby waive any and all rights that they may otherwise have to a trial by jury in any action, proceeding, claim, counterclaim or third party complaint, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.

25. Entire Agreement. This Agreement contains the complete agreement of the Parties concerning the subjects of this agreement and supersedes all prior drafts of this Agreement

and all other prior agreements, promises, acknowledgements, representations and warranties, if any, that may have been made between or among the Parties concerning that subject of this agreement, whether in connection with the negotiation of this agreement or otherwise. This agreement has been the product of negotiation. The Parties have had the opportunity to obtain independent advice from counsel. Prior draft documents were prepared, exchanged and discussed by some or all of the Parties before finally reaching and entering into this agreement. In any number of instances, words used in prior drafts may have been changed or removed from the language ultimately agreed to in this Agreement. In the event of a dispute over the meaning of any of the provisions or requirements of this Agreement, the fact that other words may have been used or deleted from earlier draft documents or provisions in such draft documents that were modified before being included herein, shall not be used to aid in the construction of the meaning and legal effect of this Agreement. This Agreement may not be modified or changed except by a written instrument executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the subject matter of this agreement, and this agreement supersedes and discharges any and all prior

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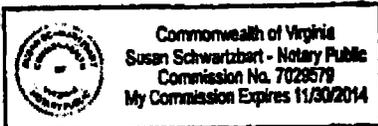
promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

Dated: April 12,
~~March~~, 2012

By (b)(6)
RICHARD S. GILL
Authorized on behalf of The Federal Deposit Insurance Corporation, as receiver for IndyMac Bank, F.S.B.

Commonwealth
STATE OF VIRGINIA)
) ss.:
COUNTY OF ARLINGTON)

On the 12 day of April, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD S. GILL, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Richard S. Gill, Counsel of The Federal Deposit Insurance Corporation, as receiver for IndyMac Bank, F.S.B., and that by his signature on the instrument, the entities upon behalf of which he acted executed the instrument



(b)(6)
Notary Public

Dated: April 13, 2012

By (b)(6)
~~Terence Christian Scheurer, individually~~
By (b)(6)
Terence Christian Scheurer, authorized on behalf of Terence Christian Scheurer, P.C.

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 23rd day of April, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared TERENCE CHRISTIAN SCHEUER, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and that by his signature on the instrument, he acted executed the instrument

HOWARD SKLAR
Notary Public, State of New York
No. 026K6022825
Qualified in Nassau County
Commission Expires January 18, 2019

(b)(6)
Notary Public

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between The Federal Deposit Insurance Corporation, as receiver for IndyMac Federal Bank, F.S.B., ("FDIC" or "Plaintiff"), on the one hand, and Timothy W. Fenbert, an individual ("Fenbert") and Katima, Inc. ("Katima") (collectively, the "Fenbert Defendants"), on the other hand. The FDIC and the Fenbert Defendants are referred to collectively as the "Parties."

RECITALS

A. WHEREAS, the FDIC has been substituted for IndyMac Federal Bank, F.S.B. ("IndyMac") as plaintiff in the lawsuit currently pending against the Fenbert Defendants and others entitled *FDIC as Receiver for IndyMac Federal Bank, F.S.B. v. Nationwide Financial Corporation, et. al.*, in United States District Court, Northern District of Georgia, Case No. 1:07-cv-1472-CC ("Action").

B. WHEREAS, the Fenbert Defendants deny all liability for the claims alleged in the Action;

C. WHEREAS, without admitting liability, the Parties desire to resolve the FDIC's claims against the Fenbert Defendants, including, but not limited to, all issues that were raised or could have been raised by FDIC in the Action, and agree as follows:

AGREEMENT AND RELEASE

NOW, THEREFORE, in consideration of the undertakings contained in this agreement, and other good, valuable and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preamble, Recitals and Exhibits. The foregoing preamble and recitals are true and correct and are integral parts of this agreement.

2. Settlement Payment by Fenbert Defendants to FDIC. In consideration of the FDIC's full release of the Fenbert Defendants, the Fenbert Defendants shall have paid Plaintiff contemporaneously with the execution of this Agreement the amount of One Thousand Dollars and No Cents (\$1,000.00), receipt of which is hereby acknowledged. This settlement payment shall be made by check payable to "Nelson Mullins Riley & Scarborough LLP Trust Account."

3. Dismissal of the Action. Within fourteen (14) days of the execution of this agreement, counsel for Plaintiff and the Fenbert Defendants shall execute a Stipulation of Dismissal of the Action with prejudice and the Plaintiff shall file the executed Stipulation of Dismissal with the Court.

4. Court to Retain Jurisdiction. The Parties agree that the Court shall have continuing jurisdiction to enforce the provisions of this Agreement to the fullest extent permitted by law.

5. Release by Plaintiff. In consideration of the payment called for in paragraph 2 above, the FDIC hereby releases and forever discharges the Fenbert Defendants and their current and former employees, agents, sureties, bonding companies, insurers, attorneys, companies, successors, assigns and affiliates of and from any and all claims, and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of or related to the facts, occurrences and transactions alleged in the action, including but not limited to any and all allegations related in any way to the Fenbert Defendants' role, responsibilities, duties, actions, or inactions as closing attorney on the sale of Property to Jayda Jones located at Atlanta, GA 30317.

(b)(6)

6. No Admission of Liability. Plaintiff acknowledges that this Agreement does not constitute an admission by the Fenbert Defendants as to the merits of any claim that the FDIC or its predecessors in interest, including IndyMac, has asserted, or could have asserted, in the Action and that the Fenbert Defendants have denied and continue to deny that they have any liability to Plaintiff as alleged in the Action. Likewise, the Fenbert Defendants acknowledge that this Agreement does not constitute an admission by Plaintiff that any asserted claim is or was in any way lacking in merit, and the Fenbert Defendants also acknowledge that this Agreement does not constitute an admission by Plaintiff as to the merits of any claim that the Fenbert Defendants have asserted, or could have asserted, in the Action. Nevertheless, Plaintiff and the Fenbert Defendants have concluded that continued litigation would be expensive and protracted and that it is desirable that the Action be settled fully and finally as between Plaintiff and the Fenbert Defendants in the manner and upon the terms and conditions set forth in this Agreement.

7. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

- a. Plaintiff and the Fenbert Defendants have received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Agreement and the Plaintiff's giving of the release provided for herein.
- b. In connection with the execution of this Agreement and the making of the settlement provided for herein, no Party to this Agreement has relied upon any statement, representation or promise of any other Party not expressly contained herein.
- c. This Agreement is fully integrated and contains the entire agreement of the Parties hereto. There are no agreements or understandings between the Parties hereto

relating to the matters and the Plaintiff's release referred to in this Agreement other than as set forth in this Agreement, and this Agreement supersedes and replaces any and all prior negotiations and agreements between the Parties hereto, whether written or oral.

- d. Plaintiff and the Fenbert Defendants have made such investigation of the facts pertaining to the Plaintiff's release contained herein as they deem necessary.
- e. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the role of the Party in drafting and preparation of the Agreement shall not be referred to in order to construe the Agreement against that Party, and that canon of contractual interpretation shall not be applied.
- f. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.
- g. The Parties have not assigned or transferred any of their claims being released herein.

8. Consideration. The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.

9. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.

10. Agreement Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, joint venturers, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.

11. Applicable Law. This Agreement has been negotiated and exchanged in the State of Georgia. As such, this Agreement and all matters relating thereto shall be governed by the laws of the State of Georgia without regard to its principles of conflicts of law. In addition, in the event of any disputes arising between the Parties out of this Agreement, the Parties agree that the exclusive venue in which all disputes shall be resolved shall be by way of an action filed in the United States District Court for the Northern District of Georgia.

12. Execution and Delivery Required – Effective Date. This instrument shall not be considered to be the Agreement (defined above) or an enforceable contract, nor shall it create any obligation whatsoever on the part of any or all of the Parties, nor shall it or any of its terms constitute an undertaking by any of the Parties unless and until the date on which counterparts of it have been signed by and exchanged amongst all Parties (via facsimile, e-mail or otherwise) (the “Effective Date”). Until the Effective Date, any Party who may already have signed and exchanged one or more counterparts of this agreement with other Parties shall have the right to revoke such signature. On the Effective Date, this instrument shall become the Agreement and shall become a binding and enforceable contract.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures on this Agreement, or any counterpart of this

Agreement, transmitted by facsimile machine or electronic mail in .pdf format shall have the same force and effect as original signatures.

14. Construction. Each of the masculine, feminine and neuter genders shall include the others. The singular shall include the plural and vice-versa.

15. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

16. Warranty of Authority. Each Party or attorney whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed and that he or she is acting in the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement.

17. Attorneys' Fees and Costs. Plaintiff and the Fenbert Defendants each agree to pay their own costs, attorneys' fees and expenses incurred in connection with the Action.

18. Captions and Headings. The captions, paragraph numbers and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this agreement, nor in any way affect this Agreement.

19. Remedies. All Parties shall be entitled to all remedies available at law or in equity for any violation of this Agreement, including, but not limited to the remedy of specific performance.

20. Further Assurances. The Parties shall execute such other documents as may be reasonably necessary to carry out the terms and conditions of this Agreement.

21. Survival. All warranties, representations, covenants, and agreements set forth herein shall survive the Effective Date.

22. Compliance Dates. In the event that any date specified in this Agreement shall be on a Saturday, Sunday, or a nationally-declared holiday, then the date so specified shall be deemed to be the next business day following such date, and compliance by such business day hereunder shall not be deemed a default by either of the Parties under this Agreement.

23. Waiver. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition or of any later instance of the previously waived covenant or condition. The waiver by any Parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or an identical act required to be performed at a later time.

24. Entire Agreement. This Agreement contains the complete agreement of the Parties concerning the subjects of this Agreement and supersedes all prior drafts of this Agreement and all other prior agreements, promises, acknowledgements, representations and warranties, if any, that may have been made between or among the Parties concerning that subject of this Agreement, whether in connection with the negotiation of this Agreement or otherwise. This agreement has been the product of negotiation. The Parties have had the opportunity to obtain independent advice from counsel. This Agreement may not be modified or changed except by a written instrument executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and discharges any and all

prior promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

(b)(6)

Dated: May 23, 2012

By:

[Redacted Signature]

RICHARD GILL
Authorized on behalf of The Federal Deposit Insurance Corporation, as receiver for IndyMac Federal Bank, F.S.B.

(b)(6)

Dated: May 15, 2012

B

[Redacted Signature]

TIMOTHY W. FENBERT

(b)(6)

Dated: May 15, 2012

[Redacted Signature]

AS PRESIDENT

TIMOTHY W. FENBERT
Authorized on behalf of Katima, Inc.

APPROVED AS TO FORM:

NELSON MULLINS RILEY & SCARBOROUGH
LLP

(b)(6)

Dated: May __, 2012

B

[Redacted Signature]

GREGORY M. TAUBE, attorney
for Plaintiff the Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, F.S.B.

HEDRICK LAW LLC

(b)(6)

Dated: May __, 2012

[Redacted Signature]

L. BRUCE HEDRICK, attorney
for Defendants TIMOTHY W. FENBERT and KATIMA, INC.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 25th day of May 2012 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B. ("FDIC-R") and ROBERT DEMBROWSKI dba LAKEVIEW APPRAISALS ("DEMBROWSKI"). The FDIC-R and DEMBROWSKI may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about July 6, 2011, the FDIC-R filed a lawsuit entitled FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B. v. JENNIFER ESCOBEDO, *et. al.*, in the United States District Court for the Central District of California Case No. 2:11-cv-05625-DSF-JCG (hereinafter "Action"). The FDIC-R sought damages from DEMBROWSKI arising out of a mortgage loan purchased by IndyMac Bank, F.S.B. ("IndyMac") that had been issued to Jianhuang Wang ("Loan"). The Complaint included claims for breach of contract and negligent misrepresentation. In his answer, DEMBROWSKI denied he was liable to the FDIC-R for damages.

1.2 The Parties desire and have agreed to settle all claims between the FDIC-R and DEMBROWSKI relating the Loan. By entering into this Settlement Agreement, the parties are not admitting the allegations as set forth in the Complaint.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

2.1 Recitals. The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 Payment to the FDIC. Payment of Seventy-Two Thousand Five Hundred Dollars and no/cents (\$72,500.00) (the "Settlement Payment") shall be paid on behalf of DEMBROWSKI to the FDIC-R no later than twenty-one (21) days after this Agreement is fully executed by all parties. The Settlement Payment shall be made payable to the Mortgage Recovery Law Group Client Trust Account DEMBROWSKI shall deliver the payment to the FDIC-R c/o Helen Gaeta, Mortgage Recovery Law Group, LLP, 700 North Grand Avenue, Glendale, California 91203.

2.3 In the event DEMBROWSKI defaults by failing to make a timely payment to the FDIC-R as set forth in paragraph 2.2 above ("Settlement Payment Due Date"), the FDIC-R, in its sole discretion, shall have the right to enforce this Agreement pursuant to, among other provisions of law, California Code of Civil Procedure §664.6.

Any extension of time for delivery of the Settlement Payment shall no prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to bring an action to enforce the Settlement Agreement, or declare the Settlement Agreement null and void.

2.4 Upon receipt of a copy of this Agreement which has been signed by defendant, the Parties shall execute a Stipulation for Dismissal with the Court Retaining Jurisdiction to enforce the terms of the Settlement in the form of Exhibit "A" hereto and which Plaintiff shall file with the United States District Court for the Central District of California together with a proposed Order in the form of Exhibit "B" hereto.

2.5 Each Party agrees that Section 664.6 of the Code of Civil Procedure of the State of California shall apply to this Settlement Agreement and requests that the court retain jurisdiction over the Parties to enforce this Settlement.

2.6 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

3. RELEASE

3.1 **Known and Unknown Claims.** The FDIC-R and DEMBROWSKI acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) arising from or in conjunction with or related to the facts and circumstances giving rise to the Action.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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.

3.3 The Parties understand and acknowledge that the significance and consequence of its waiver of *California Civil Code §1542* is that even if either Party should eventually suffer additional damages arising from or in conjunction with the Action or any facts or circumstances related to the Action, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from, in conjunction with, or related to the Action or any facts or circumstances related to the Action.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed (a) any claims or causes of action that do not arise from or relate to loans issued by IndyMac, (b) any right, title and interest of IndyMac in and to the property at 11310 Meeker Avenue, El Monte, California, (c) any claims brought on behalf of another failed institution or other governmental entity; or any claims arising from the Loan against any other transaction participant concerning the Loan including but not limited to DEMBROWSKI, Lakeview Appraisals, David Ho, and John Martynec. This Agreement does not waive or release any claim Plaintiff may have relating to or arising from any Loan issued by one or more lending institutions other than IndyMac. against DEMBROWSKI arising out of existing or failed financial institutions other than IndyMac. The FDIC-R represents and DEMBROWSKI agrees that IndyMac retains the rights to pursue any claims arising out of or related to the Loan against other parties.

3.6 Notwithstanding any other provision, of this Settlement Agreement, this Settlement Agreement does not purport to waive, nor is it intended to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office, in any federal judicial district, including any rights, if appropriate, to court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*

4. MISCELLANEOUS

4.1 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

4.2 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of

any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: July __, 2012
APPROVED AS TO FORM

Schaffer Lax McNaughton & Chen LLP

(b)(6)

[Redacted Signature]

Katrina Joy Valencia
Attorney for Defendant ROBERT DEMBROWSKI d/b/a
LAKEVIEW APPRAISALS

DATED: July 21, 2012

ROBERT DEMBROWSKI d/b/a LAKEVIEW
APPRAISALS

By [Redacted Signature]

Robert Dembrowski

(b)(6)

DATED: July __, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By: _____

Paul Levin

Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: July 30, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

(b)(6)

By: _____

Signature

Richard S. Gill, Counsel
Type/Print Name and Title

(b)(6)

MORTGAGE RECOVERY LAW GROUP LLP

[Redacted Signature Box]

By:

(b)(6)

Paul Edwin Dan Clasen

Attorneys for Plaintiff FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B.

(b)(6)

DATED: July __, 2012
APPROVED AS TO FORM

DATED: July 30, 2012

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B.

[Redacted Signature Box]

By:

(b)(6)

Signature

Richard S. Gill, Counsel
Type/Print Name and Title

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on June 28, 2012 (the “Settlement Date”) by and between The Federal Deposit Insurance Corporation , as receiver for IndyMac Bank, F.S.B. (“FDIC” or “Plaintiff”), on the one hand, and Jared Beschel, an individual and Jared W. Beschel, P.C. (collectively, “Beschel”), on the other hand. The FDIC and Beschel are referred to collectively as the “Parties.”

A. WHEREAS, there is a pending civil action by the FDIC against Beschel entitled “*Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, F.S.B. v. Jared W. Beschel, individually and Jared W. Beschel, P.C.*”, pending in United States District Court, Eastern District of New York, Case No. 10-CV-3721(the “Action”);

B. WHEREAS, without admitting liability, the Parties desire to resolve the FDIC’s claims against Beschel, including, but not limited to, all issues raised in the Action;

NOW, THEREFORE, in consideration of the undertakings contained in this agreement, and other good, valuable and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preamble, Recitals and Exhibits. The foregoing preamble and recitals are true and correct and are integral parts of this agreement.

2. Settlement Payment. The entire settlement amount is Three Hundred Sixty Five Thousand Dollars (\$365,000) (“Settlement Amount”), payable in a lump sum to “FDIC as Receiver of IndyMac Bank, FSB” within 21 days of Beschel’s attorney’s receipt of the original Agreement signed by the FDIC.

3. Dismissal of the Action. Upon the execution of this Agreement and full payment of the Settlement Amount, the Parties, by their respective attorneys, shall execute and file only a

Stipulation of Dismissal with prejudice in the form attached hereto as Exhibit "A." The Parties agree that this Agreement shall not be filed with the Court except as provided for in Paragraph 12 below.

4. Release by Plaintiff. Plaintiff hereby releases and forever discharges Beschel and his current and former employees, independent contractors, officers, agents, sureties, bonding companies, insurers, attorneys, companies, successors, assigns and affiliates (collectively, the "Released Parties"), of and from any and all claims, and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of: (a) the claims or causes of action set forth in this Action; (b) the facts, occurrences and transactions alleged therein, including the subject loans and properties alleged in the Action, and (c) any other claims or causes of action Plaintiff may have against Beschel arising from other loans given by IndyMac Bank (collectively, the "Released Claims").

5. Express Reservations from Release by Plaintiff. Notwithstanding any other provision contained herein, by this agreement, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims brought on behalf of another failed institution or another governmental entity. .

6. No Admission of Liability. Plaintiff acknowledges that this agreement does not constitute an admission by Beschel as to the merits of any claim that the FDIC or its predecessors in interest, including IndyMac, has asserted, or could have asserted, in the Action and that Beschel has denied and continues to deny that he has any liability to Plaintiff as alleged in the Action. Likewise, Beschel acknowledges that this agreement does not constitute an admission by Plaintiff that any asserted claim is or was in any way lacking in merit, and Beschel

also acknowledges that this agreement does not constitute an admission by Plaintiff as to the merits of any claim that Beschel has asserted, or could have asserted, in the Action. Nevertheless, Plaintiff and Beschel have concluded that continued litigation would be expensive and protracted and that it is desirable that the Action be settled fully and finally as between Plaintiff and Beschel in the manner and upon the terms and conditions set forth in this agreement.

7. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

- a. Plaintiff and Beschel have received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Agreement and of giving the releases provided herein.
- b. In connection with the execution of this Agreement and the making of the settlement provided for herein, no Party to this Agreement has relied upon any statement, representation or promise of any other Party not expressly contained herein.
- c. This Agreement is fully integrated and contains the entire agreement of the Parties hereto. There are no agreements or understandings between the Parties hereto relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement, and this Agreement supersedes and replaces any and all prior negotiations and agreements between the Parties hereto, whether written or oral.
- d. Plaintiff and Beschel have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.

- e. The terms of this Agreement are contractual and are the result of negotiation among the Parties.
- f. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.
- g. The Parties have not assigned or transferred any of their claims being released herein.

8. No Press Release. Plaintiff agrees not to issue a press release, solicit or initiate contact with any news or media outlet about the settlement with Beschel, or to otherwise publicize any aspect of the settlement, unless Beschel publicizes the settlement first or as otherwise required to do so by law.

9. Consideration. The consideration received in connection with this Agreement consists only of the terms set forth in this Agreement.

10. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.

11. Agreement Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, joint venturers, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.

12. Applicable Law. This Agreement has been negotiated and exchanged in the State of New York. As such, this Agreement and all matters relating thereto shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. In addition, in

the event of any disputes arising between the Parties out of this Agreement, the Parties agree that the exclusive venue in which all disputes shall be resolved shall be by way of an action filed in the United States District Court for the Eastern District of New York. If a lawsuit is commenced to enforce this Agreement, the Party seeking to enforce the Agreement shall make all reasonable attempts to file this Agreement under seal.

13. Execution and Delivery Required – Effective Date. This instrument shall not be considered to be the Agreement (defined above) or an enforceable contract, nor shall it create any obligation whatsoever on the part of any or all of the Parties, nor shall it or any of its terms constitute an undertaking by any of the Parties unless and until the date on which counterparts of it have been signed by and exchanged amongst all Parties (via facsimile, e-mail or otherwise) (the “Effective Date”). Until the Effective Date, any Party who may already have signed and exchanged one or more counterparts of this agreement with other Parties shall have the right to revoke such signature. On the Effective Date, this instrument shall become the Agreement and shall become a binding and enforceable contract.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures on this Agreement, or any counterpart of this Agreement, transmitted by facsimile machine or electronic mail in .pdf format shall have the same force and effect as original signatures.

15. Construction. Each of the masculine, feminine and neuter genders shall include the others. The singular shall include the plural and vice-versa.

16. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

17. Warranty of Authority. Each Party or attorney whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this agreement on behalf of the entity on whose behalf his or her signature is affixed and that he or she is acting in the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement.

18. Attorneys' Fees and Costs. Plaintiff and Defendants each agree to pay their own costs, attorneys' fees and expenses incurred in connection with the Action. However, if a lawsuit is commenced to enforce this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees incurred in prosecuting or defending the lawsuit.

19. Captions and Headings. The captions, paragraph numbers and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this agreement, nor in any way affect this Agreement.

20. Remedies. All Parties shall be entitled to all remedies available at law or in equity for any violation of this Agreement, including, but not limited to the remedy of specific performance.

21. Further Assurances. The Parties shall execute such other documents as may be reasonably necessary to carry out the terms and conditions of this Agreement.

22. Survival. All warranties, representations, covenants, and agreements set forth herein shall survive the Effective Date.

23. Waiver. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by

such Party of any other covenant or condition or of any later instance of the previously waived covenant or condition. The waiver by any Parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or an identical act required to be performed at a later time.

24. Entire Agreement. This Agreement contains the complete agreement of the Parties concerning the subjects of this agreement and supersedes all prior drafts of this Agreement and all other prior agreements, promises, acknowledgements, representations and warranties, if any, that may have been made between or among the Parties concerning that subject of this agreement, whether in connection with the negotiation of this agreement or otherwise. This agreement has been the product of negotiation. The Parties have had the opportunity to obtain independent advice from counsel. Prior draft documents were prepared, exchanged and discussed by some or all of the Parties before finally reaching and entering into this agreement. In any number of instances, words used in prior drafts may have been changed or removed from the language ultimately agreed to in this Agreement. In the event of a dispute over the meaning of any of the provisions or requirements of this Agreement, the fact that other words may have been used or deleted from earlier draft documents or provisions in such draft documents that were modified before being included herein, shall not be used to aid in the construction of the meaning and legal effect of this Agreement. This Agreement may not be modified or changed except by a written instrument executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the subject matter of this agreement, and this agreement supersedes and discharges any and all prior

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AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE

THIS AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE (the "Agreement") is made and entered into by and between Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, FSB ("FDIC" or "Plaintiff"), and Jennifer Escobedo, an individual, doing business as West Coast Appraisals, a California company (collectively, "Escobedo" or "Defendant") as of July 25, 2012. (Plaintiff and Defendant may be referred to herein collectively as the "Parties.")

RECITALS

This agreement is made with reference to the following facts:

A. On or about July 6, 2011, Plaintiff filed a complaint for money damages against Escobedo and others (the "Complaint"), alleging causes of action against Escobedo for breach of contract and negligent misrepresentation, in connection with a mortgage loans (the "Loans") funded by IndyMac Bank, F.S.B. ("IndyMac"), which were secured by residential real properties located at 268 South Avenue 55, Los Angeles, California and 11310 Meeker Avenue, El Monte, California (the "Properties"). The pending action, which the Complaint initiated, is entitled *Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB v. Escobedo, et al.*, and is currently pending in the United States District Court for the Central District of California Case No.2:11-cv-05625-DSF-JCG) (the "Action").

B. On or about September 13, 2011, Escobedo answered the Complaint, generally denying its allegations and asserting affirmative defenses. On September 27, 2011, Escobedo filed her amended answer to Complaint denying the allegations and asserting affirmative defenses.

C. The Parties agreed to settle all of their claims at a mediation which the Parties attended. The Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further litigation. By this Agreement, the Parties intend to memorialize the terms of their compromise and settlement of the Action.

AGREEMENT AND RELEASE

NOW, THEREFORE, in consideration of the undertakings contained in this Agreement, and other good, valuable and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preamble, Recitals and Exhibits. The foregoing preamble and recitals are true and correct and are integral parts of this Agreement.

2. Settlement Payment to Plaintiff. No later than thirty (30) business days following the Court granting of Escobedo's Application for Determination of Good Faith Settlement, which Escobedo filed on June 15, 2012, and execution of this Agreement, Defendant shall cause Plaintiff to be paid the amount of Two Hundred Thirty Thousand Hundred Dollars and No Cents (\$230,000.00) (the

“Settlement Payment”). The Settlement Payment shall be made in the form of a settlement draft, made payable to “Mortgage Recovery Law Group Client Trust Account.” The payment shall be delivered to Helen Gaeta, Mortgage Recovery Law Group, 700 North Grand Avenue, Glendale, California 91203. The Parties agree that timely receipt of the Settlement Payment is an essential term of this Agreement, and a condition to the effectiveness of this agreement.

3. Dismissal of the Action. Upon receipt of a copy of this Agreement which has been duly signed by Defendant, the Parties shall execute a Stipulation for Dismissal with the court retaining jurisdiction to enforce the terms of the settlement in the form of Exhibit “A” hereto and which Plaintiff shall file with the United States District Court for the Central District of California together with a proposed Order in the form of Exhibit “B” hereto.

4. Court to Retain Jurisdiction. The Parties agree that the Court shall have continuing jurisdiction to enforce the provisions of this Agreement to the fullest extent permitted by law and at the election of Plaintiff this Agreement may be enforced pursuant to Code of Civil Procedure §664.6.

5. Attorneys Fees and Costs. The Parties shall bear their own costs and attorneys fees incurred in connection with this Action.

6. Release by Plaintiff. The FDIC, on behalf of itself and IndyMac Bank, FSB, hereby release and forever discharge Escobedo and her current and

former officers, directors, employees, agents, sureties, bonding companies, insurers (including but not limited to National Fire Insurance Company of Pittsburgh PA and Chartis Claims, Inc.), attorneys, subsidiaries, predecessors, related companies, parent companies, successors, assigns and affiliates, of and from any and all claims, and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of the claims set forth in the Action, except as expressly reserved in Paragraph 7, below.

7. Express Reservations from Release by Plaintiff. Notwithstanding any other provision contained herein, by this Agreement, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed (a) any claims or causes of action that do not arise from or relate to (i) loans issued by IndyMac Bank, F.S.B., (ii) the Properties, or (iii) the facts, occurrences and transactions alleged in the Action; (b) any claims brought on behalf of another failed institution or another governmental entity; or (c) any claims arising from the closing of the Loans against any other transaction participant concerning the Loans, including, but not limited to, Robert Dembrowski, Lake View Appraisals, David Ho, John Martynec. This Agreement does not waive or release any claim Plaintiff may have relating to or arising from

any loans issued by lending institutions other than IndyMac Bank, F.S.B. In addition, this Agreement does not purport to waive, nor is it intended to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office, or any other federal judicial district, including any rights, if appropriate, to court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*

8. No Admission of Liability. Plaintiff acknowledges that this Agreement does not constitute an admission by Defendant as to the merits of any claim that the FDIC or its predecessors in interest, including IndyMac, has asserted, or could have asserted, in the Action and that Defendant has denied and continues to deny that Defendant has any liability to Plaintiff as alleged in the Action. Likewise, Defendant acknowledges that this Agreement does not constitute an admission by Plaintiff that any asserted claim is or was in any way lacking in merit, and Defendant also acknowledges that this Agreement does not constitute an admission by Plaintiff as to the merits of any claim that Defendant has asserted, or could have asserted, in the Action. Nevertheless, Plaintiff and Defendant have concluded that continued litigation would be expensive and protracted and that it is desirable that the Action be settled fully and finally as between Plaintiff and Defendant in the manner and upon the terms and conditions

set forth in this Agreement.

9. Waiver under Section 1542 of California Civil Code. Subject to the limitations contained herein and in paragraph 7, above, the releases as set forth in paragraphs 6 and 8 are intended by the Parties to be read and interpreted as broadly as possible to affect the releases set forth therein regardless of whether the claims are presently known or unknown to the Parties. This agreement is made by the Plaintiff and Defendant freely and with independent legal advice and counsel, and Plaintiff and Defendant are fully aware of the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows:

“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.”

However, this is a limited release and not a general release and is only intended to release those claims as specifically identified in paragraphs 6 through 8 of the Agreement and is specifically limited by the limitations contained in those paragraphs. Nevertheless, to the extent Civil Code section 1542 (as well as any other or successor law of similar effect) applies to the Agreement, Plaintiff and

Defendant waive any rights, benefits and protections they may have under section Civil Code 1542 to the extent necessary to effectuate the Releases set forth herein in paragraphs 6 through 8, inclusive, of this Agreement.

10. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

- a. Plaintiff and Defendant have received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Agreement and of giving the releases provided herein.
- b. In connection with the execution of this Agreement and the making of the settlement provided for herein, no Party to this Agreement has relied upon any statement, representation or promise of any other Party not expressly contained herein.
- c. This Agreement is fully integrated and contains the entire agreement of the Parties hereto. There are no agreements or understandings between the Parties hereto relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement, and this Agreement supersedes and replaces any and all prior negotiations and agreements between the Parties hereto, whether written or oral.

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- d. Plaintiff and Defendant have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.
 - e. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the role of the Party in drafting and preparation of the Agreement shall not be referred to in order to construe the Agreement against that Party, and that canon of contractual interpretation shall not be applied.
 - f. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.
 - g. The Parties have not assigned or transferred any of their claims being released herein.

11. Consideration. The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.

12. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.

13. Agreement Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, joint venturers, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.

14. Applicable Law. This Agreement has been negotiated and exchanged in the State of California. As such, this Agreement and all matters relating thereto shall be governed by the laws of the State of California without regard to its principles of conflicts of law. In addition, in the event of any disputes arising between the Parties out of this Agreement, the Parties agree that the exclusive venue in which all disputes shall be resolved shall be by way of an action filed in the United States District Court for the Central District of California.

15. Execution and Delivery Required – Effective Date. This instrument shall not be considered to be the Agreement (defined above) or an enforceable contract, nor shall it create any obligation whatsoever on the part of any or all of the Parties, nor shall it or any of its terms constitute an undertaking by any of the Parties unless and until the date on which counterparts of it have been signed by and exchanged amongst all Parties (via facsimile, e-mail or otherwise) and unless

the Court shall grant the Application for Determination of Good Faith Settlement filed by Escobedo (the "Effective Date"). Until the Effective Date, any Party who may already have signed and exchanged one or more counterparts of this agreement with other Parties shall have the right to revoke such signature. On the Effective Date, this instrument shall become the Agreement and shall become a binding and enforceable contract.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures on this Agreement, or any counterpart of this Agreement, transmitted by facsimile machine or electronic mail in pdf format shall have the same force and effect as original signatures.

17. Construction. Each of the masculine, feminine and neuter genders shall include the others. The singular shall include the plural and vice-versa.

18. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

19. Warranty of Authority. Each Party or attorney whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this agreement on behalf of and to bind the entity on whose

behalf his or her signature is affixed and that he or she is acting in the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement.

20. Captions and Headings. The captions, paragraph numbers and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this agreement, nor in any way affect this Agreement.

21. Notices. Any notice required under this Agreement shall be in writing and shall be sent via both e-mail and either by (i) hand delivery or certified or registered mail, postage prepaid, with return receipt requested, or (ii) fax, with a conformed copy by US Mail, postage prepaid, and with such writing to be addressed to the Parties as follows:

Person To Receive Notice	Notification Information
Defendant	Jennifer Escobedo
With a copy to:	Ari L. Markow, Esq. Spile, Leff & Goor, LLP 16501 Ventura Blvd., Suite 610 Encino, CA 91436 Tel: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

(b)(4),(b)(6)

(b)(4),(b)(6)

(b)(4),(b)(6)

(b)(4),(b)(6)

(b)(4),(b)(6)

Person To Receive Notice	Notification Information
Plaintiff	Dana J. Clausen, Esq. Mortgage Recovery Law Group 700 N. Brand Blvd., Suite 830 Glendale, CA 92103 Tel. No.: [REDACTED] Fax No.: [REDACTED] Email: [REDACTED]
With a copy to	Maurice Wainer, Esq. Snipper, Wainer & Markoff 270 N. Canon Drive, Penthouse Beverly Hills, CA 90210 Tel. No: [REDACTED] Fax No: [REDACTED] Email: [REDACTED]

(b)(4),(b)(6)

The above addresses may be changed by any Party as to such Party by providing the other Parties notice of any address change in the same manner as is provided above, and which change shall be effective as to any Party upon receipt of written notice from the other Party. In the event that written notice, demand, or request is made as provided in this paragraph, that writing shall be deemed to have been received by the Party to whom it was addressed on the earliest of (i) the date that the notice was hand delivered, (ii) the date the notice was sent via facsimile (so long as a facsimile transmittal confirmation sheet is contemporaneously generated by the facsimile machine from which the transmission occurred), or (iii) three days after properly addressed notice was deposited with the U.S. Postal Service, applicable postage prepaid.

22. Remedies. All Parties shall be entitled to all remedies available at law

or in equity for any violation of this Agreement, including, but not limited to the remedy of specific performance.

23. Further Assurances. The Parties shall execute such other documents as may be reasonably necessary to carry out the terms and conditions of this Agreement.

24. Survival. All warranties, representations, covenants, and agreements set forth herein shall survive the Effective Date.

25. Compliance Dates. In the event that any date specified in this Agreement shall be on a Saturday, Sunday, or a nationally-declared holiday, then the date so specified shall be deemed to be the next business day following such date, and compliance by such business day hereunder shall not be deemed a default by either of the Parties under this Agreement.

26. Waiver. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition or of any later instance of the previously waived covenant or condition. The waiver by any Parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or an identical act required to be performed at a later time.

27. Jury Trial Waiver. The Parties hereby waive any and all rights that

they may otherwise have to a trial by jury in any action, proceeding, claim, counterclaim or third party complaint, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.

28. Entire Agreement. This Agreement contains the complete agreement of the Parties concerning the subjects of this Agreement and supersedes all prior drafts of this Agreement and all other prior agreements, promises, acknowledgements, representations and warranties, if any, that may have been made between or among the Parties concerning that subject of this Agreement, whether in connection with the negotiation of this Agreement or otherwise. This Agreement has been the product of negotiation. The Parties have had the opportunity to obtain independent advice from counsel. Prior draft documents were prepared, exchanged and discussed by some or all of the Parties before finally reaching and entering into this Agreement. In any number of instances, words used in prior drafts may have been changed or removed from the language ultimately agreed to in this Agreement. In the event of a dispute over the meaning of any of the provisions or requirements of this Agreement, the fact that other words may have been used or deleted from earlier draft documents or provisions in such draft documents that were modified before being included herein, shall not be used to aid in the construction of the meaning and legal effect of this Agreement. This Agreement may not be modified or changed except by a written instrument

executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and discharges any and all prior promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B.

Dated: 7/27/12.

By: (b)(6)

Its: Counsel

JENNIFER ESCOBEDO, an individual

Dated:

By: _____

APPROVED AS TO FORM:

SNIPPER, WAINER & MARKOFF

Dated:

By: _____

executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and discharges any and all prior promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B.

Dated:

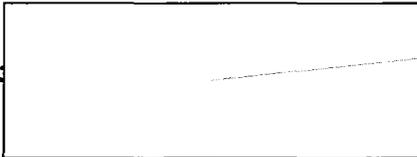
By: _____

Its: _____

JENNIFER ESCOBEDO, an individual

Dated: 7-27-12

By: _____



(b)(6)

APPROVED AS TO FORM:

Dated: 7/27/12

(b)(6)
SNIPPER, WAINER & MARKOFF

By: [Redacted] (b)(6)
Maurice Wainer
Attorney for Plaintiff Federal Deposit
Insurance Corporation, as Receiver for
IndyMac Bank, F.S.B.

SPILE, LEFF & GOOR, LLP

Dated: 7/27/12

By: [Redacted] (b)(6)
Ari L. Markow
Attorney for Defendant Jennifer
Escobedo, an individual