SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the ___ day of April, 2011 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, OH ("FDIC"), on the one hand, and PCMG, Inc. ("PCMG"), Gregory Fonseca and Stuart Campbell (collectively, Defendants"), on the other hand. The FDIC and Defendants may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 PCMG sold and/or delivered mortgage loans to AmTrust Bank, Cleveland, OH, previously known as Ohio Savings Bank ("AmTrust Bank") pursuant to a Master Broker Agreement dated January 4, 1999 ("Contract").

1.2 Between 2004 and 2007, and pursuant to the terms of the Contract, PCMG sold to AmTrust Bank various residential mortgage loans. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity arising from certain loans sold by PCMG to AmTrust Bank under the Contract.

1.3 On or about April 21, 2009, AmTrust Bank filed a lawsuit entitled *AmTrust Bank v PCMG, Inc., et. al.*; Orange County Superior Court Case Number 30-2009-00121914 (hereinafter "Action"). AmTrust Bank asserted causes of action for breach of contract, negligence, and violation of Business & Professions Code § 17200 against PCMG, as well as fraud, fraud by omission, aiding and abetting fraud, negligent misrepresentation, negligence, and breach of fiduciary duty against Gregory Fonseca and Stuart Campbell.

1.4 Thereafter, on or about February 25, 2010, the FDIC as Receiver for AmTrust Bank was substituted as the Plaintiff in the Action.

1.5 Without admitting liability, the Parties desire to and have agreed to settle the Action upon the terms and conditions hereinafter set forth

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:

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

1.7 Payment of the Settlement Funds. By no later than May 1, 2011, Defendants shall pay the total sum of Thirty Five Thousand Dollars ($35,000.00) (the "Settlement Funds"). The payment shall be made by wire transfer made payable to "Mortgage Recovery Law Group Client Trust Account," Account Number: [redacted] (b)(4)
(b)(4) Routing Number [redacted] Reference: AmTrust/PCMG Settlement.

1.8 Dismissal of Action. Within five (5) business days of the FDIC's counsel's receipt of the fully executed Settlement Agreement and Settlement Funds, the FDIC's counsel shall file a Dismissal of the Action.

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

RELEASE

1.10 Unknown Claims. Each Party acknowledges that 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 that Party may have against the other Party arising from the Action. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.11 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."

1.12 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 Action, the claims and causes of action that were or could have been asserted relating to the Action, or any facts or circumstances related to the Action, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each acknowledges that they consciously intend 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.

1.13 Each Party hereby fully, finally, and forever releases and discharges the other Party, and any and all of its respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, successors, assigns, representatives, officers, directors, shareholders, independent contractors, predecessors, successors and assigns, 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, 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, and/or employees 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, the Action, the claims and causes of action that were or could have been asserted relating to the Action, or any facts or circumstances related to the Action. Notwithstanding any other provision in this Settlement Agreement, the FDIC **does not release** claims arising from the 26 mortgage loans sold by PCMG to AmTrust Bank that are identified on Exhibit "1" attached hereto.

1.14 Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement does not release, and the FDIC expressly preserves fully and to the same extent as if the Agreement had not been executed any claims against Defendants arising out of existing or failed financial institutions other than AmTrust Bank, Cleveland, OH.

1.15 Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement does not release, and the FDIC 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 for 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

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

1.17 **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

1.18 **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.

1.19 **Governing Law.** The Parties agree to submit to the Courts of the County of Orange, 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.

1.20 **Attorneys' Fees.** 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.

1.21 **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

1.22 **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.

1.23 **Review and Understanding.** The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understanding the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each Party 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.

1.24 **Number**. Whenever applicable, the singular shall include the plural, and the plural shall include the singular

1.25 **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 shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

1.26 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.

1.27 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.

1.28 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.

1.29 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties with respect to the Action, 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.

[SIGNATURES ON FOLLOWING PAGE]

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.

For: The FDIC as Receiver for AmTrust Bank, Cleveland, OH

(b)(6)

By: [redacted]

Name: Patrick M. McQuick

Title: Counsel

Date: 5/23/2011

For: PCMG, Inc.

(b)(6)

By: [redacted]

(b)(6)

Name: Stuart N Campbell

Title: President

Date: 4/6/11

Stuart Campbell

(b)(6)

By [redacted]

Date: 4/6/11

Gregory Fonseca

(b)(6)

By [redacted]

Date: 4/6/11

855267 1

Exhibit "1"

Notwithstanding any other provision in this Settlement Agreement, the FDIC as Receiver for AmTrust Bank, Cleveland, OH **does not release** claims arising from the following 26 mortgage loans sold by PCMG, Inc. to AmTrust Bank:

(b)(6)

Loan	Borrower

855267 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 1st day of May, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, Ohio ("FDIC-R"), and Golden Empire Mortgage, Inc. ("GEM") (individually, the FDIC-R and GEM may be referred to herein as a "Party" and collectively as the "Parties").

WHEREAS:

Prior to December 4, 2009, AmTrust Bank, Cleveland, Ohio, previously known as Ohio Savings Bank ("Bank"), was a depository institution organized and existing under the laws of the United States.

On December 4, 2009, 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.

GEM and the Bank entered into a Master Correspondent Loan Purchase Agreement dated March 28, 2007 ("Contract"). Pursuant to the terms of the Contract, GEM 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 originated by GEM, or sold by GEM under the Contract to the Bank ("Loans").

A dispute has arisen between the Parties with respect to claims by the FDIC-R to GEM for repurchase and/or indemnity on certain of the Loans based on alleged breaches of representations and warranties set forth in the Contract (hereinafter any and all present and future

claims by the FDIC-R to GEM under the Contract or otherwise for repurchase or indemnification for losses associated 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, on or before fifteen (15) days after this Agreement is signed by both Parties, GEM shall pay the FDIC-R the total sum of Seventy Five Thousand Dollars ($75,000) (the "Settlement Payment"). The Settlement Payment shall be made by wire transfer made payable to "Mortgage Recovery Law Group Client Trust Account," Account Number: [redacted] Routing Number: [redacted] Reference: AmTrust/Golden Empire Mortgage Settlement.

(b)(4) (b)(4)

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, GEM 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 GEM agrees to consent, and institute an action on the 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 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 GEM and its respective employees, officers, directors, shareholders, partners, members, owners, agents, 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. GEM's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, GEM, 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 GEM, 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 GEM 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. Except for the Claims released by Paragraph II.A above, 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.

GEM warrants as to payments made by or on its behalf that at the time of such payment, it is not insolvent nor will the payment made by or on its behalf render it insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by GEM and not by its 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 I(B) 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, May 1, 2012.

SECTION V: 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 GEM:

Rick Roper, President
Golden Empire Mortgage
1200 Discovery Drive, Suite 300
Bakersfield, CA 93309

(b)(4),(b)(6) [redacted]

with a copy to:

Madison M. Christian
2625 Townsgate Road, Ste. 330
Westlake Village, California 91361

(b)(4),(b)(6) [redacted]

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.

GEM acknowledges that in determining to settle the Claims released herein, the FDIC-R reasonably and justifiably relied upon the accuracy of financial information provided by GEM. If GEM failed to disclose, or misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, the FDIC-R in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC-R may declare the releases granted to GEM as null and void; (b) the FDIC-R may retain the Settlement Payment and apply it to any losses

resulting from the Loans; (c) the FDIC-R may sue GEM for damages, an injunction, and specific performance for the breach of this Agreement; and (d) the FDIC-R may seek to vacate any dismissal order and reinstate the FDIC-R's claims against GEM. GEM agrees that if it has failed to disclose, or misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, GEM consents to the reinstatement of FDIC-R's claims and waive any statute of limitations defense that would bar any of the FDIC-R's claims against it.

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, GEM 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 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.

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.

L. Accuracy of Recitals. The Parties understand, acknowledge, and agree that the Recitals preceding Section I of this Agreement are true, correct, and accurate in all respects and are incorporated into, and are a material part of this Agreement.

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 AmTrust Bank, Cleveland, Ohio	Golden Empire Mortgage, Inc.
(b)(6)	
By: [redacted]	By: Rick L. Roper
Name: Patrick M. McGirk	Name: [redacted] (b)(6)
Title: Counsel	Title: President
Date: 6/4/2012	Date: 6-1-12

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this ____ day of October, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, Ohio ("FDIC-R"), on the one hand; and Leslie Auzenne, an individual ("Auzenne"); and New Century Appraisals, Inc., a California company ("New Century"), on the other hand. (Individually, the FDIC-R, Auzenne, and New Century may be referred to herein as a "Party," and collectively as the "Parties").

WHEREAS:

Prior to December 4, 2009, AmTrust Bank, Cleveland, Ohio, previously known as Ohio Savings Bank ("Bank"), was a depository institution organized and existing under the laws of the United States.

On December 4, 2009, 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.

On or about November 1, 2007, Bank funded two mortgage loans to borrower [redacted] (b)(6) (b)(6) [redacted] in the collective amount of $608,000 (the "Loan") in connection with (b)(6) [redacted] purchase of a residential property located at [redacted] Murrieta, (b)(6) California (hereinafter the "Transaction"). Auzenne and New Century (collectively "Appraisers") prepared an appraisal in connection with the Transaction (the "Appraisal").

On or about September 28, 2011, FDIC-R filed an action against Appraisers and Ultra Escrow, Inc. in the United States District Court for the Central District of California, Case No.

CV 11-8062 PSG (CWx) (the "District Court Action"), alleging that Appraisers caused damages to the FDIC-R due to their negligent misrepresentation in connection with the Appraisal.

A dispute has arisen between the Parties with respect to claims by the FDIC-R related to Appraisers' actions as alleged in the District Court Action (hereinafter any and all claims by the FDIC-R against Appraisers related to allegations made in the District Court Action are referred to as the "Claims"). Appraisers deny, in their entirety, the Claims made in the District Court Action against Appraisers. 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, within thirty (30) business days following the Court's granting of Appraisers' Application for Determination of Good Faith Settlement, which Appraisers filed on September 26, 2012, and execution of this Agreement by all Parties, Appraisers shall pay the FDIC-R the total sum of One Hundred Thousand Dollars ($100,000) (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.

B. If the FDIC-R does not receive the Settlement Payment in full within the time-frame determined by subparagraphs 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, Appraisers agree 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 Appraisers agree to consent, and institute an action on the FDIC-R's claims, as to which Appraisers waive 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, and except as provided in PARAGRAPH II.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Appraisers and their respective employees, officers, directors, representatives, heirs, executors, administrators, attorneys, insurers (including but not limited to National Fire Insurance Company of Pitttsburgh PA and Chartis Claims, Inc.), 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 Loan, Transaction, Appraisal, and Claims.

B. Appraisers' Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, Appraisers, on behalf of themselves, and their respective employees, officers, directors, representatives, heirs, 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 Appraisers, arising out of or relating to the facts and circumstances alleged by the Claims.

B. 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 Appraisers 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 any person or entity other than Bank;

b. against any person or entity not 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.

D. Dismissal.

Upon the FDIC-R's counsel's receipt of the entire Settlement Payment, the FDIC-R shall file a stipulation for dismissal of the District Court Action with prejudice as to the Appraisers only, and each Party shall bear their own costs and fees. The Parties shall cooperate with the FDIC-R to accomplish such stipulation for dismissal.

SECTION III: Insolvency.

A. Insolvency.

Appraisers warrant as to payments made by or on his behalf that at the time of such payment, Appraisers are not insolvent nor will the payment made by or on their behalf render them insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by Appraisers and not by their 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 I(B) above, and/or otherwise permitted by law.

SECTION IV: 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
(818) 630-7900
(b)(6) [redacted]

If to Appraisers:

Ari L. Markow, Esq.
Spile, Leff & Goor, LLP
16501 Ventura Boulevard, Suite 610
Encino, California 91436
(818) 784-6899
(b)(6) [redacted]

SECTION V: 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, Appraisers 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 non-privileged 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 non-privileged facts, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank;

c. appearing to testify regarding non-privileged information, 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 non-privileged 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 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.

New Century Appraisals, Inc.

(b)(6) By: [redacted]

Name: LESLIE AUZENNE

Title: PRESIDENT/OWNER

Date: 11/8/2012

Leslie Auzenne

[redacted] (b)(6)

Date: 11/8/2012

FDIC as Receiver for AmTrust Bank, Cleveland, Ohio

(b)(6)

By: [redacted]

Name: Patrick M. McBurnett

Title: Counsel

Date: 11/13/2012

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Release ("Agreement") is made this 31st day of January, 2013 by, between and among the following undersigned Parties: the Federal Deposit Insurance Corporation, in its capacity as receiver for AmTrust Bank ("FDIC-R"), and Devon McDowell ("McDowell"); both of whom are parties in a case captioned *FDIC as Receiver for AmTrust Bank v. Michael Hodge, et al.*, Case No. 09-CV-3234 in the United States District Court for the Eastern District of New York ("The Litigation").

RECITALS

WHEREAS, in July, 2009, AmTrust Bank ("AmTrust") initiated The Litigation against numerous borrowers, its closing attorney James Carroll ("Carroll"), mortgage broker, Link One Mortgage Bankers, LLC, and other individuals and entities alleged to be involved in a purported mortgage fraud scheme concerning twenty (20) loans including claims for conspiracy and fraud against McDowell arising from his actions in obtaining a mortgage loan from AmTrust;

WHEREAS, The Litigation includes claims related to a mortgage loan ("The Mortgage Loan") made by AmTrust for the purported purchase of the property located at [redacted] b)(6) Street, Saint Albans, New York ("The Property") by McDowell;

WHEREAS, on December 4, 2009, AmTrust was closed by the Office of Thrift Supervision and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers, and privileges of AmTrust, including those with respect to its assets and all of AmTrust's claims, demands, and causes of action, including those claims asserted in The Litigation and all claims related to The Property;

WHEREAS, McDowell has denied any wrongdoing in connection with The Litigation and The Property;

WHEREAS, McDowell has provided the FDIC-R with a sworn affidavit and other financial materials to demonstrate that he has limited means from which to pay a judgment;

WHEREAS, the FDIC-R has relied upon the accuracy of the information provided by McDowell regarding his financial condition as a material condition for entering this Settlement Agreement;

WHEREAS, without any admission of liability by any of the undersigned Parties, the Parties deem it to be in their respective best interests to end their disputes arising out of and related to The Litigation and The Property and avoid further costs and risks associated with The Litigation and enter into this Agreement.

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

Section 1. Payment to the FDIC-R.

A. As an essential covenant and condition to this Agreement, McDowell has agreed to pay the FDIC-R the sum of Twelve Thousand Nine Hundred Sixty-Six Dollars ($12,966.00) (the "Settlement Payments").

B. Immediately upon execution of this Agreement, McDowell shall deliver the first Four Thousand Dollars of the Settlement Payments to the FDIC-R by check transmitted pursuant to the FDIC-R's written instructions.

C. No later than February 28, 2013, McDowell shall deliver the second payment of Four Thousand Dollars ($4,000.00) of the Settlement Payments to the FDIC-R by check transmitted pursuant to the FDIC-R's written instructions.

D. No later than July 31, 2013, McDowell shall deliver the third payment of Two

Thousand Five Hundred Dollars ($2,500.00) of the Settlement Payments to the FDIC-R by check transmitted pursuant to the FDIC-R's written instructions.

E. No later than December 31, 2013, McDowell shall deliver the remaining Two Thousand Four Hundred Sixty-Six Dollars ($2,466.00) of the Settlement Payments to the FDIC-R by check transmitted pursuant to the FDIC-R's written instructions.

Section 2. Confession of Judgment.

A. As an additional essential covenant and condition to this Agreement, McDowell has agreed to execute and deliver to the FDIC-R an Affidavit of Confession of Judgment, confessing judgment in the FDIC-R's favor for the entire unpaid balance of The Mortgage Loan in the amount of Five Hundred Thirty-Nine Thousand Nine Hundred Forty-Six Dollars and Thirty-One Cents ($539,946.31).

B. In the event that McDowell fails to make either payment listed in Section 1 above by the applicable deadline, McDowell shall be in default of this Agreement and the FDIC-R shall have the right to obtain a Confession of Judgment against McDowell in the full amount of the unpaid balance of The Mortgage Loan.

C. If the Settlement Payments, or any portion thereof, are not received by the FDIC-R within the deadlines stated in Section 1 of the Agreement, interest upon any unpaid portion of the Settlement Payments will accrue at a rate of 6% per annum commencing on the 31st day after the payments were due.

D. Without waiving any other rights that the FDIC-R may have, in the event that the Settlement Payments, including all accrued interest as may be applicable, are not received by the dates specified in Section 1 of this Agreement, then the FDIC-R shall have the right, in its sole discretion, to enforce this Agreement, and McDowell shall be responsible for the Settlement

Payments, and all fees, including attorney fees, incurred by the FDIC-R in enforcing this Agreement.

Section 3. McDowell's Transfer of Title to the Property to the FDIC-R.

A. As an essential covenant and condition to this Agreement, McDowell agrees to execute and deliver to the FDIC-R a deed transferring all of his interest, rights, and title to The Property to the FDIC-R in the form and according to the instructions provided to him by the FDIC-R.

Section 4. McDowell's Agreement to Cooperate.

A. As an essential covenant and condition to this Agreement, McDowell agrees to provide a sworn statement to the FDIC-R regarding the persons, entities, and events involved in The Litigation.

B. McDowell further agrees to cooperate fully with the FDIC-R in the ongoing Litigation and any further litigation related to the persons, entities, and events involved in The Litigation, including, if necessary, testifying regarding the persons, entities, and events involved in The Litigation.

Section 5. Stipulations and Dismissals.

Upon execution of this Agreement by each of the undersigned Parties, the FDIC-R shall dismiss with prejudice all of its claims in the Litigation against McDowell.

Section 6. Mutual Releases.

A. Release of McDowell by the FDIC-R.

Effective upon receipt of the initial payment of Four Thousand Dollars ($4,000) of the Settlement Payments, the signed confession of judgment, and the executed deed as specified in Sections 1A, 2, and 3 above, the FDIC-R hereby releases and discharges McDowell, his insurers,

representatives, successors, assigns and attorneys, from any and all claims, demands, obligations, damages, actions, causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R that arise from or relate to The Litigation.

B. Release of the FDIC-R by McDowell.

Effective simultaneously with the release in Section 6A above, McDowell, on his own behalf, and on behalf of his heirs, executors, administrators, representatives, assigns, insurers, and attorneys hereby releases and discharges the FDIC-R from any and all claims, demands, obligations, damages, actions, causes of action, direct or indirect, in law or in equity, that arise from or relate to The Litigation.

C. Express Reservation of Releases by the FDIC-R.

Notwithstanding any other provision, by this Agreement, the FDIC-R does not release and expressly preserves fully and to the same extent as if the Agreement had not been executed, any rights, claims or causes of action against any other party in the Litigation not expressly released by this Agreement.

Section 7. Representations and Acknowledgements.

A. No Admission of Liability. The Parties each acknowledge and agree that the matters set forth in this Agreement constitute a settlement and compromise of disputed claims and that this Agreement is not an admission of, or evidence of, any liability of any of them regarding any claim.

B. Execution in Counterparts. This Agreement may be executed in counterparts by facsimile or electronically mailed signatures which shall have the same force and effect as original signatures and such counterparts, when taken together, shall constitute one single and binding Agreement.

C. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of New York.

D. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of a Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, administrators, representatives, successors, assigns, and attorneys.

E. Specific Representations, Warranties, and Disclaimer. McDowell acknowledges that in determining to settle the claims released herein, the FDIC-R reasonably and justifiably relied upon the accuracy of financial information provided by McDowell. If McDowell failed to disclose, or misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, McDowell agrees to cooperate fully with the FDIC-R to transfer his interest in the asset to the FDIC-R. Moreover, if McDowell has failed to disclose or materially misstated any interest, legal, equitable, or beneficial, in any asset, the FDIC-R in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC-R may declare the release granted to McDowell as null and void; (b) the FDIC-R may sue McDowell for damages, an injunction, and specific performance for the breach of this Agreement; and (c) the FDIC-R may seek to vacate any dismissal order and reinstate the FDIC-R's claims against McDowell. McDowell agrees that if he has intentionally failed to disclose, or materially misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, McDowell consents to the reinstatement of the FDIC-R's claims and waives any statute of limitations defense that would bar any of the FDIC-R's claims against him.

F. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the parties to be bound thereby, or by their respective authorized attorneys or other representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representative on the dates hereinafter subscribed.

Federal Deposit Insurance Corporation, as Receiver for AmTrust Bank

Date: 2/8/2013

(b)(6)

Devon McDowell

Date 01/31/13

(b)(6)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this __th day of September, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, Ohio ("FDIC-R"), on the one hand; and Stewart Title of California, Inc. ("STCA"), on the other hand. (Individually, the FDIC-R and STCA may be referred to herein as a "Party," and collectively as the "Parties").

WHEREAS:

Prior to December 4, 2009, AmTrust Bank, Cleveland, Ohio, previously known as Ohio Savings Bank ("Bank"), was a depository institution organized and existing under the laws of the United States.

On December 4, 2009, 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.

On March 23, 2008, Bank funded two mortgage loans to borrower John Corella in the collective amount of $846,950 (the "Loan") in connection with Corella's purchase of a residential property located at 76-390 Clarke Court, La Quinta, California (hereinafter the "Transaction"). STCA served as the closing agent in connection with the Transaction.

A dispute has arisen between the Parties with respect to claims by the FDIC-R related to STCA's actions in performing closing services regarding the Transaction (hereinafter any and all present and future claims by the FDIC-R against STCA in connection with the Transaction are referred to as the "Claims"). On or about August 22, 2011, the FDIC filed a lawsuit based upon the Claims in the United States District Court for the Central District of California, entitled

Federal Deposit Insurance Corporation as Receiver for AmTrust Bank vs. Stewart Title of California, Inc., Case No. 2:11-cv-06902-DMG (PLA) (hereinafter the "Action").

The Parties engaged in settlement negotiations as a result of the Claims and the Action. 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, within thirty (30) days following STCA's receipt of the FDIC-R's executed counterpart of this Agreement, STCA shall pay the FDIC-R the total sum of One Hundred Eighty-Five Thousand Dollars ($185,000) (the "Settlement Payment"). The Settlement Payment shall be made by wire transfer made payable to "Mortgage Recovery Law Group Client Trust Account," Account Number: [redacted] (b)(4)
(b)(4) Routing Number: [redacted] Reference: AmTrust/STCA Settlement.

B. If the FDIC-R does not receive the Settlement Payment in full within the time-frame 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, STCA 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 STCA agrees to consent, and institute an action on the FDIC-R's claims, as to which STCA 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.

A. The FDIC-R's Release.

Upon receipt of the Settlement Payment, and except as provided in PARAGRAPH II.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges STCA and its respective employees, officers, directors, representatives, heirs, executors, administrators, successors and assigns, parents, subsidiaries and affiliates, 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 Claims. FDIC-R further waives

the provisions of California Civil Code section 1542 so that the releases provided for in this paragraph include any and all unknown 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 Claims.

B. STCA's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, STCA, 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 STCA, arising out of or relating 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 STCA 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 STCA or any other person or entity arising out of any existing or failed financial institutions other than AmTrust Bank;

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

d. 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. 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.

D. Dismissal.

Upon the FDIC-R's counsel's receipt of the entire Settlement Payment, the FDIC-R shall immediately file a stipulation for dismissal of the District Court Action with prejudice, and each Party shall bear their own costs and fees. STCA shall cooperate with the FDIC-R to accomplish such stipulation for dismissal. FDIC-R shall provide counsel for STCA with a conformed copy of the dismissal as soon as possible.

SECTION III: Insolvency.

A. Insolvency.

STCA warrants as to payments made by or on its behalf that at the time of such payment, STCA is not insolvent nor will the payment made by or on its behalf render it insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by STCA and not by its 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 I(B) 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. Pacific Time, August 28, 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:

Michael Delbick
Mortgage Recovery Law Group

700 North Brand Boulevard, Suite 830
Glendale, California 91203
(818) 630-7900
(b)(6) [redacted]

If to STCA:

Skip Cunningham
Cunningham & Treadwell
Warner Center Towers
21800 Oxnard Street, Suite 840
Woodland Hills, CA 91367
(b)(6) [redacted]

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, parents, subsidiaries, 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.

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.

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.

	Stewart Title of California, Inc.		**FDIC as Receiver for AmTrust Bank, Cleveland, Ohio**
(b)(6)	By: [redacted]	By:	
	Name: Loretta Granger-Medrano	Name:	
	Title: Senior Vice-President	Title:	
	Date: 10/30/12	Date:	

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.

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.

Stewart Title of California, Inc.		**FDIC as Receiver for AmTrust Bank, Cleveland, Ohio**	
By:	_____	By:	[redacted] (b)(6)
Name:	_____	Name:	Samuel B. Lutz
Title:	_____	Title:	Counsel
Date:	_____	Date:	11/15/2012

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of October 11, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, Ohio ("FDIC-R"); 1st National Title Insurance Agency, LLC, a Utah limited liability company ("1st National"); and Westcor Land Title Insurance Company, a California corporation ("Westcor") (individually, the FDIC-R, 1st National and Westcor may be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

1. On or about October 29, 2008, AmTrust Bank, Cleveland, Ohio, previously known as Ohio Savings Bank ("Bank"), purchased a loan originated by PrimeLending, A PlainsCapital Company ("PrimeLending") to borrower Magdalena Lozano ("Lozano") in the amount of $1.5 million (the "Loan") in connection with Lozano's purchase of a residential property located at 12463 North Timberline Drive, Highland, Utah (hereinafter the "Lozano Transaction"). In connection with the Lozano Transaction, 1st National served as the closing agent and Westcor furnished a policy of title insurance and a closing protection letter.

2. Prior to December 4, 2009, Bank was a depository institution organized and existing under the laws of the United States.

3. On December 4, 2009, 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 the claims which are the subject of this Agreement.

4. FDIC-R asserted certain claims against 1st National and Westcor, and Westcor cross-claimed against 1st National, in that certain lawsuit presently pending in the United States District Court for the District of Utah, Central Division, as Case No. 2:10cv01084 ("Lawsuit").

5. The Parties conducted a mediation on October 11, 2012 before the Honorable Judge Timothy Hanson. The parties resolved their claims that have been or could have been asserted between the Parties in the Lawsuit. The Parties documented the terms of settlement in a signed document dated October 11, 2012 ("Term Sheet").

6. The Parties now deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble and expense of continued 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 as follows:

I. SETTLEMENT PAYMENT TO FDIC-R

A. As an essential covenant and condition to this Agreement, on or before thirty days following the date all Parties execute this Agreement ("Settlement Payment Due Date"), 1st National shall pay the FDIC-R the total sum of $375,000 (the "1st National Payment") and Westcor shall pay the FDIC-R the total sum of $125,000 (the "Westcor Payment"). (The 1st National Payment and the Westcor Payment are referred to collectively herein as the "Settlement Payment.") The Settlement Payment shall be made by check payable to "Mortgage Recovery Law Group Client Trust Account" and delivered to 700 N. Brand Boulevard, Suite 830, Glendale, California 91203, Attention Paul Levin, Esq.

B. If the FDIC-R does not receive the Settlement Payment by the 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);

2. Enforce this Agreement and, in such event, 1st National and Westcor agree to jurisdiction in Federal District Court in Utah and the defaulting party agrees to pay all of the FDIC-R's reasonable attorneys' fees and costs expended in enforcing the terms of this Agreement;

3. Declare this Agreement null and void as to either or both of Westcor and 1st National, and move to vacate any dismissal order, in which case FDIC-R shall return to a non-defaulting payer (Westcor, 1st National, or 1st National's insurer, as the case may be) any portion of the Settlement Payment that has been paid; 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 this Agreement, or declare this Agreement null and void. Although FDIC-R shall have the right to declare this Agreement null and void if the full Settlement Payment is not received, neither Westcor nor 1st National (nor 1st National's insurer) shall be liable for the default of the other party in paying its share of the Settlement Payment.

C. The Parties are to bear their own respective costs and attorneys' fees in the negotiation, mediation and settlement of the Lawsuit.

D. After receipt and collection of the Settlement Payment checks by Mortgage Recovery Law Group, the Parties shall cause their respective counsel to file with the Court a Stipulated Motion to Dismiss all of Plaintiff's Claims and Westcor's Cross-Claims with Prejudice ("Stipulated Motion") and a proposed Order dismissing with prejudice the FDIC-R's Complaint and Westcor's Cross-Claim against 1st National. The form of the Stipulated Motion

and the proposed Order are attached hereto as **Exhibits A and B**. If a bankruptcy petition or a receivership or similar action has been filed against Westcor, 1st National or their insurer, the Lawsuit shall be dismissed only after any Preference claim or action has been resolved to the effect that the FDIC-R retains the full Settlement Amount.

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 out of or relating to the subject matter of the Lawsuit.

A. The FDIC-R's Release. Upon receipt of the Settlement Payment, plus any accrued interest, and except as provided in Section II.D. below, the FDIC-R, for itself and its predecessors, successors and assigns, hereby releases and discharges 1st National and Westcor and their respective employees, managers, members, officers, directors, agents, insurers, lawyers, predecessors, 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 subject matter of the Lawsuit.

B. 1st National's Release. Effective simultaneously with the release in Section II.A. above, 1st National, for itself and its predecessors, successors and assigns, hereby releases and discharges the FDIC-R and Westcor, and their respective employees, managers, members, officers, directors, agents, insurers, lawyers, predecessors, 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 1st National, arising out of or relating to the subject matter of the Lawsuit.

C. Westcor's Release. Effective simultaneously with the release in Section II.A. above, Westcor, for itself and its predecessors, successors and assigns, hereby releases and discharges the FDIC-R and 1st National, and their respective employees, managers, members, officers, directors, agents, insurers, lawyers, predecessors, 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 Westcor, arising out of or relating to the subject matter of the Lawsuit.

D. 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 1st National, Westcor, 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 any claims not related to the Lawsuit acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank, provided, however, that the claims specifically described in Section II.A. above are hereby released;

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

c. Which are not expressly released in Section 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. It being the intent of the parties that the release by the FDIC-R shall be limited to the matters described in Section II.A above, it is agreed that this Agreement does not waive any claims brought on behalf of another failed institution or 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, or any other governmental entity. 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.

E. Reservation of Claims. Except as expressly set forth herein, nothing in this Agreement shall be construed as a waiver or release by any Party of any claim or cause of action against any other entity or person not released in Section II.A, B or C above. Without limiting the foregoing, all claims against the Third Party Defendants in the Lawsuit are hereby expressly reserved.

III. INSOLVENCY

A. Insolvency.

1. 1st National warrants that the 1st National Payment is not made from the property of 1st National or of a bankruptcy estate that would result from a bankruptcy filing of 1st National within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by 1st National and not by its counsel.

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

B. Preferences. If 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 claim or legal action (collectively "Preference"), 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 Section I.B. above, and/or otherwise permitted by law, but only with respect to the entity whose payment was determined to be a Preference. In no event shall Westcor or 1st National (or 1st National's insurer) be liable for any Preference arising from the payment of the other Party, nor shall FDIC-R be entitled to any remedy as to the Party whose payment is not the subject of a Preference.

IV. TERMINATION

If the FDIC-R exercises its right to declare this Agreement null and void as provided in Section II 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, October 10, 2012, and the Mediation Settlement Term Sheet is agreed to be void.

V. NOTICES

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

If to the FDIC-R:

Gary Doctorman
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
(801) 536-6780

(b)(6) [redacted]

If to 1st National:

Matthew C. Barneck
Richards Brandt Miller Nelson
Wells Fargo Center, 15th Floor
299 South Main Street
Salt Lake City, UT 84111
(801) 531-2000
(b)(6) [redacted]

If to Westcor:

Bryce D. Panzer
Blackburn & Stoll, LC
257 East 200 South, Suite 800
Salt Lake City, UT 84111
(801) 578-3520
(b)(6) [redacted]

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

B. Execution in Counterparts – Electronic Copies. 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. Email or facsimile transmissions of a Party's signed counterpart shall be deemed to constitute the delivery of a signed original counterpart.

C. Binding Effect. All of the undersigned persons represent and warrant that they 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 representatives, predecessors, 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, including but not limited to the Term Sheet. 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, 1st National and Westcor 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.

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 Utah, without regard to its conflicts of laws.

H. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by 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 their duly authorized representatives as of October 11, 2012.

FDIC as Receiver for AmTrust Bank, Cleveland, Ohio

(b)(6)

By: [redacted]

Name: Patrick M. McGuirk

Title: Counsel

Date: 1/4/2013

1st National Agency, LLC, a Utah limited liability company

(b)(6)

By: [redacted]

Name: Sax Pettey

Title: Manager

Date: 1-9-13

Westcor Land Title Insurance Company, a California corporation

By: _____

Name: _____

Title: _____

Date: _____

FDIC as Receiver for AmTrust Bank, Cleveland, O

(b)(6)

By: [redacted]

Name: Patrick M. McGuirk

Title: Counsel

Date: 1/4/2013

1st National Agency, LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Westcor Land Title Insurance Company, a California corporation

By: [redacted] (b)(6)

Name: PETER A. WALTHER

Title: CLAIMS ADMIN

Date: 01/15/13

EXHIBIT A

GARY E. DOCTORMAN (0895)
DAVID K. HEINHOLD (11165)
PARSONS BEHLE & LATIMER
Attorneys for Plaintiff
One Utah Center
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
Telephone: (801) 532-1234
Facsimile: (801) 536-6111

(b)(6) [redacted]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR AMTRUST BANK, Plaintiff, vs. 1ST NATIONAL TITLE INSURANCE AGENCY, LLC, a Utah limited liability company, and WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation, Defendants.	**STIPULATED MOTION TO DISMISS ALL OF PLAINTIFF'S CLAIMS AND WESTCOR'S CROSS-CLAIMS WITH PREJUDICE** Case No. 2:10CV01084 Judge Bruce S. Jenkins

1ST NATIONAL TITLE INSURANCE AGENCY, LLC, a Utah limited liability company, and WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation, Third-Party Plaintiffs, v. MAGDALENA LOZANO, FIDELIS CAPITAL GROUP, LLC, a revoked limited liability company, BRIAN ZIMMERMAN, PAUL HILL, RUSSELL BLACK, RICK WELLS, PEGGY MCKENZIE, DENNIS BERRETT, and DOES 1-20, persons unknown, Third-Party Defendants.	

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff, Federal Deposit Insurance Corporation as Receiver of AmTrust Bank ("FDIC-R"), and Defendants, 1st National Title Insurance Agency, LLC ("1st National") and Westcor Land Title Insurance Company ("Westcor"), through counsel, respectfully request this Court enter the Stipulated Order submitted herewith, which dismisses with prejudice all claims filed by FDIC-R against 1st National and Westcor and the cross-claims of Westcor against 1st National in this lawsuit with each party bearing its own attorneys' fees and costs.

1st National and Westcor do not dismiss any of their respective claims against the Third Party Defendants herein, and all such claims are hereby expressly reserved.

DATED this __ day of January, 2013.

/s/_____
Gary E. Doctorman
David K. Heinhold
PARSONS BEHLE & LATIMER
Attorneys for the Federal Deposit Insurance
Corporation as Receiver of AmTrust Bank

/s/_____
Bryce D. Panzer
Brett N. Anderson
Scott R. Taylor
BLACKBURN & STOLL, LC
Attorneys for Westcor
(Signed with authority of Scott R. Taylor)

/s/_____
Matthew C. Barneck
Chad E. Funk
RICHARDS BRANDT MILLER NELSON
Attorneys for 1st National
(Signed with authority of Matthew C. Barneck)

CERTIFICATE OF SERVICE

I hereby certify that on January __, 2013, I electronically filed the foregoing **Stipulated Motion To Dismiss All Of Plaintiff's Claims And Westcor's Cross-Claims With Prejudice** with the Clerk of Court using the CM/ECF system which sent notification of such filing to the following:

Matthew C. Barneck
Chad E. Funk
RICHARDS BRANDT MILLER NELSON
299 South Main Street, 15th Floor
Salt Lake City, Utah 84110-2465

(b)(6) [redacted]

Attorneys for Westcor Land Title

Bryce D. Panzer
Brett N. Anderson
BLACKBURN & STOLL
257 East 200 South, Suite 800
Salt Lake City, Utah 84111-2142

[redacted]

Attorneys for 1st National Title Insurance Agency

John J. Brannelly, Jr. Esq.,
VANGUARD LEGAL, PLLC
59 West 9000 South
Sandy, Utah 84070

(b)(6) [redacted]

Attorneys for Third-Party Defendant Fidelis Capital Group, LLC

And that I caused to be mailed the same pleading by first-class mail, postage prepaid, to the following:

Dennis Berrett
3768 Bari Way
South Jordan, Utah 84095
Third Party Defendant

Magdalena Lozano
6125 Copper Crest Drive
Las Vegas, NV 89130-1999
Third Party Defendant

Peggy McKenzie
2833 Lance Circle
Heber, Utah 84032
Third Party Defendant

/s/ Gary E. Doctorman

EXHIBIT B

GARY E. DOCTORMAN (0895)
DAVID K. HEINHOLD (11165)
PARSONS BEHLE & LATIMER
Attorneys for Plaintiff
One Utah Center
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
Telephone: (801) 532-1234
Facsimile: (801) 536-6111

(b)(6) [redacted]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR AMTRUST BANK, Plaintiff, vs. 1ST NATIONAL TITLE INSURANCE AGENCY, LLC, a Utah limited liability company, and WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation, Defendants.	**[PROPOSED] ORDER GRANTING STIPULATED MOTION FOR DISMISSAL OF ALL PLAINTIFF'S CLAIMS AND WESTCOR'S CROSS-CLAIMS WITH PREJUDICE** **AND** **RESERVATION OF CLAIMS AGAINST THIRD-PARTY DEFENDANTS** Case No. 2:10CV01084 Judge Bruce S. Jenkins

1ST NATIONAL TITLE INSURANCE AGENCY, LLC, a Utah limited liability company, and WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation, Third-Party Plaintiffs, v. MAGDALENA LOZANO, FIDELIS CAPITAL GROUP, LLC, a revoked limited liability company, BRIAN ZIMMERMAN, PAUL HILL, RUSSELL BLACK, RICK WELLS, PEGGY MCKENZIE, DENNIS BERRETT, and DOES 1-20, persons unknown, Third-Party Defendants.	

Based on the Stipulated Motion to Dismissal All of Plaintiff's Claims and Westcor's Cross Claims With Prejudice (the "Motion"), and pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure, filed by Federal Deposit Insurance Corporation as Receiver for AmTrust Bank ("FDIC-R"), 1st National Title Insurance Agency, LLC ("1st National") and Westcor Land Title Insurance Company ("Westcor"), and for good cause appearing:

IT IS ORDERED that:

1. The Motion is GRANTED.

2. All of FDIC-R's claims against 1st National and Westcor in this lawsuit are dismissed with prejudice.

3. All of Westcor's cross-claims against 1st National in this Lawsuit are dismissed with prejudice.

4. 1st National and Westcor do not dismiss any of their respective claims against the Third Party Defendants herein, and all such claims are expressly reserved.

5. Each party will bear its own attorneys' fees and costs incurred in connection with the prosecution and defense of FDIC-R's claims.

DATED this ___ day of January, 2013.

_____
HONORABLE JUDGE BRUCE S. JENKINS
UNITED STATES DISTRICT COURT JUDGE

Approved as to form this __ day of January, 2013.

/s/_____
Bryce D. Panzer
Brett N. Anderson
Scott R. Taylor
BLACKBURN & STOLL, LC
Attorneys for Westcor
(Signed with authority of Scott R. Taylor)

/s/_____
Matthew C. Barneck
Chad E. Funk
RICHARDS BRANDT MILLER NELSON
Attorneys for 1st National
(Signed with authority of Matthew C. Barneck)

CERTIFICATE OF SERVICE

I hereby certify that on January __, 2013, I electronically filed the foregoing **[Proposed] Order Granting Stipulated Motion For Dismissal Of All Plaintiff's Claims And Westcor's Cross-Claims With Prejudice And Reservation Of Claims Against Third-Party Defendants** with the Clerk of Court using the CM/ECF system which sent notification of such filing to the following:

Matthew C. Barneck
Chad E. Funk
RICHARDS BRANDT MILLER NELSON
299 South Main Street, 15th Floor
Salt Lake City, Utah 84110-2465

(b)(6) [redacted]

Attorneys for Westcor Land Title

Bryce D. Panzer
Brett N. Anderson
BLACKBURN & STOLL
257 East 200 South, Suite 800
Salt Lake City, Utah 84111-2142

[redacted]

Attorneys for 1st National Title Insurance Agency

John J. Brannelly, Jr. Esq.,
VANGUARD LEGAL, PLLC
59 West 9000 South
Sandy, Utah 84070

(b)(6) [redacted]

Attorneys for Third-Party Defendant Fidelis Capital Group, LLC

And that I caused to be mailed the same pleading by first-class mail, postage prepaid, to:

Dennis Berrett
3768 Bari Way
South Jordan, Utah 84095
Third Party Defendant

Magdalena Lozano
6125 Copper Crest Drive
Las Vegas, NV 89130-1999
Third Party Defendant

Peggy McKenzie
2833 Lance Circle
Heber, Utah 84032
Third Party Defendant

/s/ Gary E. Doctorman