SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 30th day of January, 2013, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, f/k/a Ohio Savings Bank ("FDIC-R"), MHS CONTRACTING, INC. ("MHS"), and BEST TRUSS COMPANY ("BEST") (Individually, the FDIC-R, MHS, and BEST and 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.

A dispute has arisen between the Parties with respect to claims by the FDIC-R related to the Defendants' MHS, BEST, ALL MIAMI CONSTRUCTION, INC. ("ALL MIAMI") and REMBERTO CONTRERAS ("CONTRERAS") (collectively referred to as "DEFENDANTS") services and construction of a bank branch building in Sunrise, Florida, as alleged in the Circuit Court action in the 17th Judicial Circuit, in and for Broward County, Florida, Case No. 08-054859-04 (the "Claims").

FDIC-R has represented that it is the exclusive holder of all Claims, notwithstanding its sale of the Bank's assets to New York Community Bank, and that there are no other unasserted causes of action or claims related to the Sunrise Bank branch building owned or claimed by

AmTrust Bank that have not been assigned to FDIC-R and that have not been asserted in the instant action.

The Parties engaged in settlement negotiations as a result of the Circuit Court action. The Parties now deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation, without the admission of any wrongdoing.

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, MHS, by and through its insurance carrier, shall pay to the FDIC-R the total sum of Sixty-Two Thousand Five Hundred Dollars ($62,500) (the "MHS Settlement Payment"). MHS shall satisfy its payment obligation by rendering its payment on or before 30 days after the signing of this Settlement and Release Agreement.

B. In addition, also as an essential covenant and condition to this Agreement, on or before 30 days after the signing of this Settlement and Release Agreement, BEST, by and through its insurance carriers, shall pay to the FDIC-R the total sum of Three Hundred Thirty-Seven Thousand Five Hundred Dollars $337,500) (the "BEST Settlement Payment"). (The MHS Settlement Payment and the BEST Settlement Payment are referred to collectively herein as the "Settlement Payment"). The Settlement Payment shall be made by a check made payable to "FDIC as Receiver of AmTrust Bank" and shall include reference to "Sunrise Bank Branch" in the memorandum.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the dates determined by subparagraphs A and B above ("Settlement Payment Due Date"), then the FDIC-R, in its sole discretion, shall have the right as to the defaulting settling party(ies) only:

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 § 55.03, Florida Statutes; or

2. enforce this Agreement and, in such event, Defendants agree to jurisdiction in the 17th Judicial Circuit, in and for Broward County, Florida and the prevailing party in any such action shall be entitled to 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 Defendants agree 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.

A. The FDIC-R's Release.

Upon receipt of the Settlement Payment, and except as provided in PARAGRAPH II.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Defendants and their respective employees, officers, directors, representatives, insurers, re-insurers, heirs, executors, administrators, agents, attorneys, 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, including but not limited to those actually brought or those that could have been brought in Case Number 08-054859-04.

B. MHS's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, MHS, on behalf of itself, and its respective employees, officers, directors, representatives, insurers, re-insurers, heirs, executors, administrators, successors and assigns, hereby releases and discharges the FDIC-R and BEST, and their employees, officers, directors, representatives, agents, attorneys, successors and assigns, from any and all claims belonging to MHS or its insurers, arising out of or relating to the facts and circumstances alleged by the Claims, including but not limited to those actually brought or those that could have been brought in Case Number 08-054859-04.

C. BEST's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, BEST, on behalf of itself, and its respective employees, officers, directors, representatives, insurers, re-insurers, heirs, executors, administrators, successors and assigns, hereby releases and discharges the FDIC-R and MHS, and their employees, officers, directors, representatives, agents, attorneys, successors and assigns, from any and all claims belonging to BEST or its insurers, arising out of

or relating to the facts and circumstances alleged by the Claims, including but not limited to those actually brought or those that could have been brought in Case Number 08-054859-04.

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 Defendants or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released by the FDIC-R in this Agreement; 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, that the FDIC has jurisdiction over. Nothing in these documents or the subject litigation is intended to submit the Defendants, or signatories to this settlement and release agreement, to the supervisory or regulatory authority of the FDIC.

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, 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.

E. Dismissal of Action. Upon the timely receipt and clearance of all payments due pursuant to Paragraph 1 above, counsel for Plaintiff shall thereupon file a Motion for Final Order of Dismissal, which the parties hereto stipulate should be granted without necessity of a hearing, and providing for the entry of a Final Order of Dismissal of this action, approving this Agreement, and dismissing the action with prejudice, with each party to bear its respective attorneys' fees and costs. In relation to the Final Order of Dismissal, the parties hereto acknowledge and agree that any unasserted claims, if any, including claims for attorney's fees, by Defendants which did not participate in mediation or this Agreement shall also be deemed dismissed, with prejudice, based upon the lack of record activity by such Defendants, and failure to appear at mediation as ordered by the Court.

SECTION III: Insolvency.

A. Insolvency.

MHS warrants as to payments made on its behalf by its insurer, that at the time of such payment MHS' insurer 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 MHS and its insurer, and not by its counsel.

BEST warrants as to payments made on its behalf by its insurers, that at the time of such payment BEST's insurers are 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 BEST and its insurers, 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(C) 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 on the date this Settlement Agreement was executed.

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:

William J. Cea, Esq.
Mark J. Stempler, Esq.
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th FL
West Palm Beach, Florida 33401
(561)655-5444

(b)(6) [redacted]

If to MHS:

Jeffrey W. Johnson, Esq.
Michael Wargo, Esq.
Johnson Law Group
1900 N.W. Corporate Boulevard, Suite 450
Boca Raton, Florida 33431
Telephone: 561-994-9433

(b)(6) [redacted] to BEST:

Robert Fitzsimmons, Esq.
Rumberger, Kirk & Caldwell, P.A.
Brickell Bayview Centre
80 Southwest 8th Street, Suite 3000
Miami, Florida 33130-3037
Telephone: 305-995-5425

(b)(6) [redacted]

And,

Jed Frankel, Esq.
Eisinger Brown, Lewis & Frankel, P.A.
Presidential Circle, Suite 265-S
4000 Hollywood Boulevard
Hollywood, Florida 33021
Telephone: 954-894-8000

(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. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to the internal laws of the State of Florida.

G. 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.

H. 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.

I. Authorship/Construction.

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

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

FDIC as Receiver for AmTrust Bank, Cleveland, Ohio	**Counsel for FDIC-R (approval as to form)**
(b)(6) By: [redacted]	By: [redacted] (b)(6)
Name: Patrick M McGuirk	Name: William J. Cea
Title: Counsel	Date: 1/29/2013
Date: January 14, 2013	

(b)(6)

MHS CONTRACTING, INC.
Corporation

By: [redacted]

Name: Scott T. Kranick

Title: Pres

Date: 1/29/13

(b)(6)

Counsel for MHS (approval as to form)

By: [redacted]

Name: [redacted] Johnson

Date: 1/29/13

(b)(6)

BEST TRUSS COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Counsel for BEST (approval as to form)

By: _____

Name: _____

Date: _____

ACTIVE: 499704_1

(b)(6)

BEST TRUSS COMPANY

(b)(6)

By: [redacted]

Name: M. J. MENENDEZ

Title: GEN. MGR.

Date: 1/30/13

(b)(6)

[redacted]

DAMARIS RUIZ
MY COMMISSION # EE048214
EXPIRES April 05, 2015
(407) 398-0153 FloridaNotaryService.com

1/30/2013 Sworn to and subscribed before me by Manuel J. Menendez who is personally known to me.

(b)(6)

Counsel for BEST (approval as to form)

(b)(6)

By: [redacted]

Name: Adilia C. Hedges

Date: 2/4/13

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Mutual Releases ("Agreement") are made this 6th day of October 2012 by, between and among the following undersigned Parties: the Plaintiff, Federal Deposit Insurance Corporation, solely in its limited capacity as receiver for AmTrust Bank ("FDIC-R") (which does not include the Federal Deposit Insurance Corporation, generally or in any other capacity, nor does it include agencies and departments of the United States government, including without limitation, the United States Department of Justice) and the Defendants James G. Carroll and the Law Office of James G. Carroll, P.C. (collectively, the "Carroll Defendants"), parties in a case captioned *FDIC as Receiver for AmTrust Bank v. 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 the Carroll Defendants, several of its mortgage brokers, and other individuals and entities alleged to be involved in a purported mortgage fraud scheme concerning twenty (20) loans including claims for legal malpractice, breach of fiduciary duty and conversion against the Carroll Defendants arising from their actions as closing attorney for AmTrust;

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;

WHEREAS, the Carroll Defendants have denied the allegations asserted against them for legal malpractice, breach of fiduciary duty, and conversion;

WHEREAS, the Carroll Defendants have provided the FDIC-R with sworn affidavits and other financial materials to demonstrate that they have limited means from which to pay a judgment;

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

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 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 as follows:

Section 1: Payment to the FDIC-R.

A. As an essential covenant and condition to this Agreement, the Carroll Defendants, who are defended in The Litigation through its professional liability insurer, American Guarantee & Liability Insurance Company ("AGLIC") under Policy No [redacted] agree (b)(4) to pay the FDIC-R the sum of Six Hundred Twenty-Five Thousand Dollars ($625,000.00) (the "Settlement Funds") in complete and final settlement of the claims asserted against the Carroll Defendants in The Litigation in consideration of this Agreement.

B. Upon the execution of an original, or originals in counterparts, of this Agreement and a Joint Stipulation of Dismissal with Prejudice ("Stipulation of Dismissal") by each of the undersigned Parties, but no later than 30 days after the execution of both this Agreement and the Stipulation of Dismissal, the Carroll Defendants shall deliver the Settlement Funds to the FDIC-R by check drawn upon a depository institution acceptable to FDIC-R. The FDIC-R and the Carroll Defendants shall defer from filing the Stipulation of Dismissal and agree not to file such until after the Carroll Defendants have delivered the Settlement Funds to the FDIC-R.

C. Without waiving any other rights that FDIC-R may have, in the event that the Settlement Funds, including all accrued interest as may be applicable, are not paid to the FDIC-R by the Carroll Defendants in the respective amounts described above, and within 30 days of the execution of this Agreement, then the FDIC-R shall have the right, in its sole discretion, prior to the receipt of any delinquent payment by the Carroll Defendants to declare this Agreement null and void, extend this Agreement for the period of time until the FDIC-R receives all of the Settlement Funds and/or enforce this Agreement.

Section 2: 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 the Carroll Defendants. A Stipulation of Dismissal as to these claims shall be prepared and executed by the FDIC-R and the Carroll Defendants. Within thirty (30) days of the Carroll Defendants' receipt of the executed Stipulation of Dismissal with Prejudice, the Carroll Defendants shall deliver the Settlement Funds to the FDIC-R in the manner prescribed in Section 1B of this Agreement. Thereafter, the Carroll Defendants shall file the Stipulation of Dismissal, provided however, that the Carroll

Defendants shall defer from filing the Stipulation of Dismissal and agree not to file such until after the Carroll Defendants have delivered the Settlement Funds to the FDIC-R.

Section 3: Mutual Releases.

A. Release of the Carroll Defendants by the FDIC-R.

Effective upon payment of the Settlement Funds in the amount specified in Section 1 above, the FDIC-R hereby releases and discharges the Carroll Defendants, their insurer, AGLIC, 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 were asserted or could have been asserted in The Litigation.

B. Release of the FDIC-R by the Carroll Defendants.

Effective simultaneously with the release in Section 3A above, the Carroll Defendants on their own behalf, and on behalf of their insurer, AGLIC, representatives, successors, assigns and attorneys hereby release and discharge 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, including but not limited to any rights of subrogation.

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 4: Representations and Acknowledgments

A. No Admission of Liability. The undersigned Parties each acknowledge and agree

that the matters set forth in this Agreement constitute a settlement and compromise of disputed claims previously defined and that this Agreement is not an admission or evidence of any liability of any of them regarding any claim.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to this Agreement.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of 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.

D. Specific Representations, Warranties and Disclaimer. The Carroll Defendants acknowledge that in determining to settle the claims released herein, the FDIC-R reasonably and justifiably relied upon the accuracy of financial information provided by the Carroll Defendants. If the Carroll Defendants intentionally failed to disclose, or intentionally misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, the Carroll Defendants agree to cooperate fully with the FDIC-R to transfer their interest in the asset to the FDIC-R and to sign any and all documents necessary to transfer their interest in the asset to the FDIC-R. Moreover, if the Carroll Defendants have intentionally 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 the Carroll Defendants as null and void; (b) the FDIC-R may sue the Carroll Defendants 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 the Carroll Defendants. The Carroll Defendants agree that if they have intentionally failed to disclose, or intentionally materially misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, the Carroll Defendants consent to the reinstatement of FDIC-R's claims and waives any statute of limitations defense that would bar any of the FDIC-R's claims against them.

E. 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.

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.

G. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

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

(b)(6)

Date: 10/5/2012

The Law Office of James G. Carroll, P.C.

(b)(6)

Date 9/4/12

By

James G. Carroll

(b)(6)

Date 9/4/12

By

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 13th day of September, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, Ohio ("FDIC-R"); Whitmore Brewster, an individual ("Brewster"); and United American Mortgage Corporation, a California Corporation ("UAMC"). (Individually, the FDIC-R, Brewster, and UAMC 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 October 25, 2006, Bank funded a mortgage loan to borrower [redacted] in (b)(6) the amount of $600,000 (the "Loan") in connection with [redacted] purchase of a residential (b)(6) (b)(6) property located at [redacted] San Clemente, California (hereinafter the "Transaction"). Brewster prepared an appraisal in connection with the Transaction, while UAMC brokered the Loan to Bank in connection with the Transaction. (Brewster and UAMC are collectively referred to herein as "Defendants".)

On or about March 7, 2012, FDIC-R filed an action against Defendants in the United States District Court for the Central District of California, Case No. SA CV 12-358 JVS (JPRx)

(the "District Court Action"), alleging that Brewster caused damages to the FDIC-R due to his breach of contract and negligent misrepresentation, and further alleging that UAMC caused damages to the FDIC-R due to its breach of contract.

A dispute has arisen between the Parties with respect to claims by the FDIC-R related to Defendants' actions as alleged in the District Court Action (hereinafter any and all claims by the FDIC-R against Defendants related to allegations made in the District Court Action are referred to as the "Claims"). The Parties engaged in settlement negotiations as a result of the Claims. The Parties now deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation.

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

SECTION I: Payment to FDIC-R.

A. As an essential covenant and condition to this Agreement, UAMC shall pay the FDIC-R the total sum of Sixty Thousand Dollars ($60,000) (the "UAMC Settlement Payment"). UAMC shall satisfy its payment obligation by rendering six installment payments as follows: a first payment in the amount of Ten Thousand Dollars ($10,000) to be paid on or before October 1, 2012, followed by five (5) additional payments, each in the amount of Ten Thousand Dollars ($10,000), to be paid on or before the first day of the next five consecutive months, beginning on November 1, 2012 and concluding on March 1, 2013.

B. In addition, also as an essential covenant and condition to this Agreement, on or before October 1, 2012, Brewster shall pay the FDIC-R the total sum of Sixty Five Thousand Dollars ($65,000) (the "Brewster Settlement Payment"). (The UAMC Settlement Payment and

the Brewster Settlement Payment are referred to collectively herein as the "Settlement Payment"). The Settlement Payment shall be made either by: a) check made payable to "FDIC as Receiver of AmTrust Bank" and shall include reference to "Brewster" in the memorandum, or b) wire transfer made payable to "Mortgage Recovery Law Group Client Trust Account,"

(b)(4) Account Number: [redacted] Routing Number: [redacted] Reference: AmTrust/Brewster (b)(4)

Settlement.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the dates determined by subparagraphs A and B 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, Defendants 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 Defendants agree to consent, and institute an action on the FDIC-R's claims, as to which Defendants 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.

D. In addition, if the FDIC-R does not receive the UAMC Settlement Payment in full on or before the dates determined by subparagraph B above, then the FDIC-R, in its sole discretion, shall also have the right to enforce a stipulated judgment against UAMC in the amount of One Hundred Thousand Dollars ($100,000) less any settlement payments made by UAMC following execution of this Settlement Agreement. In the instance that the FDIC-R pursues a stipulated judgment against UAMC for UAMC's failure to fully and timely pay in full the UAMC Settlement Payment, UAMC agrees not to oppose the entry or enforcement of the stipulated judgment and further agrees to compensate the FDIC-R for all costs, fees, and other expenses incurred in entering and enforcing this stipulated judgment. The FDIC-R agrees not to file any stipulated judgment against UAMC without first providing UAMC with notice of non-payment and allowing UAMC fourteen (14) business days from the date such notice is sent to cure non-payment. Any obligations by the FDIC-R to provide notice of non-payment will be satisfied by delivering notice of non-payment to UAMC's counsel via email or first class mail at the address designated in Section V below.

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.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Defendants and their respective employees, officers, directors, representatives, heirs, executors, administrators, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity belonging to the FDIC-R, arising out of or relating to the facts and circumstances giving rise to the Claims.

B. Brewster's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, Brewster, on

behalf of himself, and his 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 Brewster, arising out of or relating to the facts and circumstances alleged by the Claims.

C. UAMC's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, UAMC, 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 UAMC, arising out of or relating to the facts and circumstances alleged by the Claims.

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 Defendants or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

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

E. 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, and each Party shall bear their own costs and fees. Such dismissal shall include dismissal of any and all cross-claims filed in the District Court Action. The Parties shall cooperate with the FDIC-R to accomplish such stipulation for dismissal.

SECTION III: Insolvency.

A. Insolvency.

Brewster warrant as to payments made by or on his behalf that at the time of such payment, Brewster is not insolvent nor will the payment made by or on his behalf render him

insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by Brewster and not by his counsel.

UAMC warrants as to payments made by or on its behalf that at the time of such payment, UAMC 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 UAMC 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(C) 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 14, 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) 630-7905
(b)(6) [redacted]

If to Brewster:

Frederick S. Reisz
Meyers McConnell Reisz Siderman
11859 Wilshire Blvd., 4th Floor
Los Angeles, CA 90025
(310) 312-0772
(b)(6) [redacted]

If to UAMC:

Dan Carlton
Law Offices of Daniel C. Carlton
19700 Fairchild Road, Suite 280
Irvine, CA 92612
(949) 757-0707
(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. 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, Defendants agree to cooperate fully with the FDIC-R in connection with any action required under this Agreement. Any such cooperation that involves any out of pocket costs is subject to reasonable reimbursement by the FDIC-R pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

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

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

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

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

G. Choice of Law.

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

H. Advice of Counsel.

Each Party hereby acknowledges that he 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.

FDIC as Receiver for AmTrust Bank, Cleveland, Ohio

(b)(6) By: [redacted]

Name: Patrick M. McGuirk

Title: Counsel

Date: 10/1/2012

Counsel for FDIC-R (approval as to form)

By: _____

Name: _____

Date: _____

United American Mortgage Corporation

By: _____

Name: _____

Title: _____

Date: _____

Counsel for UAMC (approval as to form)

By: _____

Name: _____

Date: _____

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.

FDIC as Receiver for AmTrust Bank, Cleveland, Ohio

(b)(6) By: [redacted]

Name: Patrick M. McGirk

Title: Counsel

Date: 10/1/2012

Counsel for FDIC-R (approval as to form)

By: [redacted] (b)(6)

Name: Michael Debrick

Date: 10/1/12

United American Mortgage Corporation

By: _____

Name: _____

Title: _____

Date: _____

Counsel for UAMC (approval as to form)

By: _____

Name: _____

Date: _____

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.

FDIC as Receiver for AmTrust Bank, Cleveland, Ohio

By: _____

Name: _____

Title: _____

Date: _____

Counsel for FDIC-R (approval as to form)

By: _____

Name: _____

Date: _____

United American Mortgage Corporation

(b)(6) By: [redacted]

Name: AL W. HEMSLING

Title: PRESIDENT

Date: 9-17-12

Counsel for UAMC (approval as to form)

By: [redacted] (b)(6)

Name: DANIEL C CARLTON

Date: 9/21/12

Whitmore Brewster

(b)(6) [redacted]

Date: 9-24-12

Counsel for Brewster (approval as to form)

By: [redacted] (b)(6)

Name: Frederick Pace

Date: 09/27/12

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this __ day of December, 2011, by, between, and among the Federal Deposit Insurance Corporation as Receiver for AmTrust Bank, Cleveland, Ohio ("FDIC-R"), and Amerisave Mortgage Corporation ("Amerisave") (individually, the FDIC-R and Amerisave 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.

Amerisave and the Bank entered into a Master Correspondent Loan Purchase Agreement dated August 20, 2003 ("Contract"). Pursuant to the terms of the Contract, Amerisave 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 Amerisave sold under the Contract to the Bank ("Loans").

A dispute has arisen between the Parties with respect to claims by the FDIC-R to Amerisave 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 Amerisave under the Contract of an obligation to repurchase or indemnify 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 thirty (30) days following the date the FDIC-R executes this agreement, Amerisave shall pay the FDIC-R the total sum of One Hundred Ninety-Nine Thousand Five Hundred Dollars ($199,500) (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/Amerisave Settlement.

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, Amerisave 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 Amerisave agrees to consent, and institute an action on the FDIC-R's claims, as to which Amerisave waives any and all objections and defenses and covenant and agree not to assert any objections and defenses; and/or

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

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

SECTION II: Releases.

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

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

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each Party understands and acknowledges that the significance and consequence of its waiver of *California Civil Code §1542* is that even if any Party should eventually suffer additional damages arising out of the Claims, the claims and causes of action that were or could

have been asserted relating to the Claims, or any facts or circumstances related to the Claims, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each Party acknowledges that it consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

A. The FDIC-R's Release.

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

B. Amerisave's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, Amerisave, 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 Amerisave, 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 Amerisave or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

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

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

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

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

FDIC-R specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, et. seq., if appropriate.

SECTION III: Insolvency.

A. Insolvency.

Amerisave warrants as to payments made by or on its or 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 Amerisave 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(C) 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, December 1, 2011.

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) 630-7905
(b)(6) [redacted]

If to Amerisave:

Mark Lively, EVP, Credit Risk
3350 Peachtree Rd. NE, Suite 1000/ 10th Floor
Atlanta, GA 30326
404-424-0681
(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.

Amerisave 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 Amerisave. If Amerisave failed to disclose, or misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, Amerisave agrees to cooperate fully with the FDIC-R to transfer its interest in the asset to the FDIC-R and to sign any and all documents necessary to transfer its interest in the asset to the FDIC-R. Moreover, if Amerisave has failed to

disclose 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 Amerisave as null and void; (b) the FDIC-R may retain the Settlement Payment; (c) the FDIC-R may sue Amerisave 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 Amerisave. Amerisave agrees that if it has failed to disclose, or misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset, Amerisave 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, Amerisave 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.

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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.

	FDIC as Receiver for AmTrust Bank, Cleveland, Ohio	**Amerisave Mortgage Corporation**
(b)(6)		
(b)(6)		
By:	[redacted]	[redacted]
Name:	Patrick M. McGurk	MARK A. LIVELY
Title:	Counsel	EVP CREDIT RISK
Date:	1/4/12	01/09/2012

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Mutual Releases ("Agreement") are made this 19th day of September 2012 by, between and among the following undersigned Parties: the Plaintiff, Federal Deposit Insurance Corporation, in its capacity as receiver for AmTrust Bank ("FDIC-R") and the Defendant Artisan Mortgage Company, Inc. ("Artisan"), parties in a case captioned *FDIC as Receiver for AmTrust Bank v. Malik, et al.*, Case No: 1:09-CV-04805 (E.D.N.Y.) ("The Litigation").

RECITALS

WHEREAS, In November, 2009, AmTrust Bank ("AmTrust") initiated The Litigation against its closing attorney Pankaj Malik, several of its mortgage brokers, and other individuals and entities alleged to be involved in the origination of mortgages using improper flip transactions and straw buyers, including claims against Artisan related to the origination of loan files containing certain misrepresentations;

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 the Bank, including those with respect to its assets and all of the Bank's claims, demands, and causes of action, including those claims asserted in The Litigation;

WHEREAS, Artisan has denied the allegations asserted against it for breach of contract;

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

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

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 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, Artisan agrees to pay the FDIC-R the sum of Fifteen Thousand Dollars ($15,000.00) (the "Settlement Funds") to be paid within 30 days of the execution of this Agreement, together with interest thereon commencing on the 31st day after the execution of this Agreement through the date of payment, at a rate of 6% per anum.

B. Upon the execution of an original, or originals in counterparts, of this Agreement by each of the undersigned Parties, but no later than 30 days after the execution of this

Agreement, Artisan shall deliver the Settlement Funds to the FDIC-R by direct wire transfer into an account designated by FDIC-R or by certified or cashier's check drawn upon a depository institution acceptable to FDIC-R.

C. Without waiving any other rights that FDIC-R may have, in the event that the Settlement Funds, including all accrued interest as may be applicable, are not paid to the FDIC-R by Artisan in the respective amounts described above, and within 30 days of the execution of this Agreement, then the FDIC-R shall have the right, in its sole discretion, prior to the receipt of any delinquent payment by Artisan to declare this Agreement null and void, extend this Agreement for the period of time until the FDIC-R receives all of the Settlement Funds and/or enforce this Agreement. The Parties further acknowledge and consent to the jurisdiction of Magistrate Judge Azrack for enforcement of this Agreement in connection with her continuing role overseeing settlement negotiations related to The Litigation.

Section 2: Artisan's Agreement to Cooperate.

A. As an essential covenant and condition to this Agreement, Artisan agrees to make available a corporate representative, knowledgeable about the Subject Loan transactions and to provide a sworn statement to the FDIC-R regarding the persons, entities, and events involved in the Subject Loan transactions and The Litigation.

B. Artisan further agrees to cooperate fully with the FDIC-R in the ongoing Litigation and any future litigation or other proceedings 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 3: Stipulations and Dismissals.

Upon execution of this Agreement by each of the undersigned Parties and upon receipt of the Settlement Funds by the FDIC-R in the amount specified in Section 1 above from Artisan, plus any accrued interest pursuant to Section 1A, the FDIC-R shall dismiss with prejudice all of its claims in the Litigation against Artisan. A stipulation of dismissal with prejudice as to these claims shall be prepared by the FDIC-R and executed by Artisan within 30 days after receipt of the sworn statement by the FDIC-R from Artisan.

Section 4: Mutual Releases.

A. Release of Artisan by the FDIC-R.

Effective upon payment of the Settlement Funds in the amount specified in Section 1 above, the FDIC-R hereby releases and discharges Artisan, its 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 were asserted in The Litigation, including, without limitation, claims regarding loans for which Pankaj Malik or Malik & Associates, P.C. served as a closing attorney for AmTrust Bank.

B. Release of the FDIC-R by Artisan.

Effective simultaneously with the release in Section 3A above, Artisan on its own behalf, and on behalf of its insurers, representatives, successors, assigns 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, including but not limited to any rights of subrogation.

C. Express Reservation of Releases By The FDIC.

1. 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:

i. Against any other party in the Litigation not expressly released by this Agreement; and

ii. Which are not expressly released in Section 4A, 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 or 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 5: Representations and Acknowledgments

A. No Admission of Liability. The undersigned Parties each acknowledge and agree

that the matters set forth in this Agreement constitute a settlement and compromise of disputed claims previously defined and that this Agreement is not an admission or evidence of any liability of any of them regarding any claim.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to this Agreement.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of 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.

D. Specific Representations Warranties and Disclaimer. Artisan expressly acknowledges that in determining to settle the claims released here, the FDIC-R has reasonably and justifiably relied upon the accuracy of financial information in the affidavit submitted. If, in its affidavit, Artisan has failed to disclose any interest, legal, equitable, or beneficial, in any asset, Artisan agrees to cooperate fully with the FDIC-R to transfer its interest in the asset to the FDIC-R and to sign any and all documents necessary to transfer its interest in the asset to the

FDIC-R. Moreover, if, in its affidavit Artisan has failed to disclose 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 Artisan as null and void; (b) the FDIC-R may retain the Settlement Funds; (c) the FDIC may sue Artisan 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 the Artisan. Artisan agrees that if, in its affidavit, it has failed to disclose any interest, legal, equitable, or beneficial, in any asset, Artisan consents to the reinstatement of FDIC-R's claims and waives any statute of limitations that would bar any of the FDIC-R's claims against it.

E. 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.

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.

G. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

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

(b)(6)

Date: 9/19/2012

Artisan Mortgage Company, Inc.

(b)(6)

Date 9/12/12

By