SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Mutual Releases ("Agreement") is made this _____ day of January, 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 William Green ("Green"); both of whom are parties in a case captioned *FDIC, as Receiver for AmTrust Bank v. The Mortgage Zone Inc., et al.*, Case No: 2:08-CV-03369 (E.D.N.Y.) ("The Litigation").

RECITALS

WHEREAS, In August, 2008, AmTrust Bank initiated The Litigation against numerous borrowers, its closing attorney Dean Reskakis, its mortgage broker, The Mortgage Zone Inc., and other individuals and entities alleged to be involved in the origination of mortgages using improper flip transactions and straw buyers, including claims against Green for fraud and breach of contract related to one such mortgage;

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; and

WHEREAS, Green has denied the allegations asserted against him for fraud and breach of contract;

WHEREAS, Green 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 Green regarding his 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, Green has agreed to pay the FDIC-R the sum of One Hundred Thousand Dollars ($100,000.00) (the "Settlement Funds").

B. Within 30 days of the execution of the Agreement, Green shall deliver the first Seventy-Five Thousand Dollars ($75,000.00) of the Settlement Funds to the FDIC-R by check transmitted pursuant to FDIC-R's written instructions.

C. Within one year of the execution of the Agreement, Green shall deliver the remaining Twenty-Five Thousand Dollars ($25,000.00) of the Settlement Funds to the FDIC-R by check transmitted pursuant to FDIC-R's written instructions.

Section 2. Confession of Judgment and Assignment of Rents.

A. As an additional essential covenant and condition to this Agreement, Green 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 any unpaid balance of the Settlement Funds.

B. As an additional essential covenant and condition of this Agreement, Green and his wife, Linda Green, have agreed to execute and deliver to the FDIC-R an Assignment of Rents and Leases.

C. In the event that Green fails to make either payment listed in Section 1 above by the applicable deadline, Green shall be in default of this Agreement and the FDIC-R shall have the right to obtain a Confession of Judgment against Green and to record and enforce the Assignment of Rents and Leases in order to recover the balance of Settlement Funds due to the FDIC-R.

D. If the Settlement Funds, 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 Funds will accrue at a rate of 6% per annum commencing on the 31st day after the funds were due.

E. Without waiving any other rights that the FDIC-R may have, in the event that the Settlement Funds, 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 Green shall be responsible for the Settlement Funds, and all fees, including attorney fees, incurred by the FDIC-R in enforcing the Agreement.

Section 3. Green's Agreement to Cooperate.

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

B. Green further agrees to cooperate fully with the FDIC-R in the ongoing Litigation and any future 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 4. 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 Green and Green shall dismiss with prejudice all of his claims against the FDIC-R. The FDIC-R shall prepare and execute a stipulation of dismissal with prejudice as to these claims within 30 days after receipt of the sworn statement by Green.

Section 5. Mutual Releases.

A. Release of Green by the FDIC-R.

Effective upon receipt of the sworn statement specified in Section 1 above, the FDIC-R hereby releases and discharges Green, 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, including all claims the FDIC-R has that arise from mortgage loans having numbers

(b)(6) [redacted]

B. Release of the FDIC-R by Green.

Effective simultaneously with the release in Section 5A above, Green, 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.

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 5A, 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 6. 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 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. Green 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 Green. If Green failed to disclose, or misrepresented the nature or amount of, any interest, legal, equitable, or beneficial, in any asset,

Green agrees to cooperate fully with the FDIC-R to transfer his interest in the asset to the FDIC-R and to sign any and all documents necessary to transfer his interest in the asset to the FDIC-R. Moreover, if Green has 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 Green as null and void; (b) the FDIC-R may sue Green 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 Green. Green 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, Green consents 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 him.

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 along with the Affidavit of Confession of Judgment and the Assignment of Rents and Leases described in Section 2 constitute 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) [redacted]

Date: January 6, 2012

Patrick M. McGuirk
Counsel

William Green

Date_____ _____

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

Federal Deposit Insurance Corporation, as
Receiver for AmTrust Bank

Date:_____ _____

William Green

(b)(6)

Date 12/16/11 _____

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