SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into by and between the FDIC as Conservator of IndyMac Federal Bank, FSB, located at 888 East Walnut Street, Pasadena, CA 91101 ("IndyMac"), and Paul E. Kalmar ("Kalmar"). IndyMac and Kalmar are sometimes referred to herein individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, IndyMac has filed claims against Kalmar in the action *The Federal Deposit Insurance Corporation, as Conservator of IndyMac Federal Bank, FSB v. Michael Greene, et al.*, King County Superior Court Case No. 07-2-32560-3 SEA related to his appraisal of certain residential real estate located at 1411 S. Lake Stickney Drive, Lynnwood, Washington ("Claims");

WHEREAS, the Parties now seek to settle the Claims as described in this Agreement.

AGREEMENT

In consideration of the recitals listed above, the covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals are incorporated herein by reference as though fully set forth herein.

2. MUTUAL RELEASE. For the sole consideration of the sum of $17,500.00, to be paid to IndyMac by Kalmar as set forth below, the Parties hereby release each other from any and all claims or damages whatsoever, including those for contribution, indemnity, and subrogation, related to the Claims. Within five days of execution of this Agreement, IndyMac shall execute a dismissal of its complaint with prejudice.

3. PAYMENT AND TERMS OF PAYMENT. Kalmar shall pay to IndyMac a total of $17,500 as provided herein.

3.1. Within 15 days of execution of this Agreement, Kalmar will pay $2,500 to IndyMac.

3.2. Kalmar will pay the remaining $15,000 balance in 24 equal monthly installments of $625.00 ("Installment Payments").

3.3. The Installment Payments shall be received by the first of every month. Kalmar shall make the first such payment on or before February 15, 2009.

3.4. All payments under this agreement shall be made by check payable to the Larkins Vacura LLP client trust account and mailed to: Christopher J. Kayser, Larkins Vacura LLP, 621 SW Morrison Street, Suite 1450, Portland, Oregon 97212.

COPY

3.5. In order to secure all payments under this Agreement, Kalmar will execute the attached deed of trust ("Deed of Trust") for the benefit of IndyMac.

3. EVENT OF DEFAULT. Time is of the essence with respect to Kalmar's performance of his obligations under this Agreement and Kalmar shall be deemed in default if he fails to make timely payment of any of his obligations under this Agreement.

4. REMEDIES. In the event that Kalmar is in default of any of his obligations under this agreement, IndyMac will provide Kalmar with written notice of his default. If the default is not cured within five days of the date of the notice, the entire amount owing under this Agreement will become immediately due and payable to IndyMac and IndyMac will have the right to pursue any and all remedies to collect those amounts including without limitation the remedies set forth in the Deed of Trust. IndyMac shall be entitled to collect attorney fees and costs incurred in collection, regardless of whether it institutes formal legal proceedings to enforce its right to payment under this Agreement. IndyMac will further be entitled to interest on from the date of default on the entire remaining unpaid amounts at a default interest rate of 12%.

5. LEGAL ADVICE. The Parties acknowledge that they have sought and obtained independent legal advice, to the extent they deemed necessary, prior to the execution of this Agreement. Further, the Parties acknowledge that they have read this Agreement in its entirety, understand fully its consequences, and agree freely and voluntarily with its contents prior to the execution of this Agreement.

6. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Agreement.

7. NO ADMISSION OF LIABILITY. The parties acknowledge that this settlement does not represent an admission of fault.

8. RESOLUTION OF DISPUTES. If any dispute arises concerning the terms of this Agreement, the Parties agree Stew Cogan will arbitrate the dispute and any decision rendered will be final and binding on the Parties. Attorney fees and all costs of such arbitration shall be awarded to the prevailing party.

9. CONSTRUCTION. The Parties to this Agreement have had the opportunity to read, negotiate, review and present this Agreement to counsel of their own choosing and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party, shall not apply to the interpretation of this Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state of Washington. The language of this Agreement shall not be construed for or against any particular Party.

10. CONFIDENTIALITY. Except upon written consent of the other party, the parties and their counsel shall not make, issue, cause, encourage, permit or authorize, issue, furnish

information for, comment upon, gossip or participate in any manner in any public or private statement to any person or entity, concerning the terms of this Agreement, including the fact or amount of payment, or the reasons or the circumstances concerning the parties' settlement of their claims, except that the parties or their counsel may disclose such to the parties' accountants in connection only with tax preparation. Additionally, the parties and their counsel may disclose the terms of this Agreement to a court of competent jurisdiction as necessary to enforce or administer this Agreement or to comply with that court's order.

11. SEPARATE COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which, when taken together, shall be deemed to constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement and Release Agreement.

Paul E. Kalmar

(b)(6)

Date: 01/13/09

The Federal Deposit Insurance Corporation, as Conservator for IndyMac Federal Bank, FSB.

(b)(6)

By:

Printed Name: Ignacio Gomez

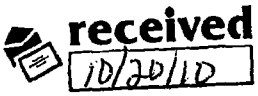
Title: Vice President

Date: 01/11/09

(b)(2)

LIMS Nr [redacted]

DIK/Mortgage Fraud



SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into by and between the FDIC as Conservator of IndyMac Federal Bank, FSB, located at 888 East Walnut Street, Pasadena, CA 91101 ("IndyMac"), Abacus Mortgage, Inc. ("Abacus"), and Mel Taylor ("Taylor"). IndyMac, Abacus, and Taylor are sometimes referred to herein individually as the "Party" and collectively as the "Parties."

(b)(2)

RECITALS

WHEREAS, IndyMac has filed breach of contract claims against Abacus and Abacus has filed counterclaims for breach of contract against IndyMac in the action *The Federal Deposit Insurance Corporation, as Conservator of IndyMac Federal Bank, FSB v. Michael Greene, et al.*, King County Superior Court Case No. 07-2-32560-3 SEA related to the origination of certain real estate mortgages on property located at 1411 S. Lake Stickney Drive, Lynnwood, Washington ("Claims");

WHEREAS, the Parties now seek to settle the Claims as described in this Agreement.

AGREEMENT

In consideration of the recitals listed above, the covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals are incorporated herein by reference as though fully set forth herein.

2. MUTUAL RELEASE. For the consideration of the sum of $40,000.00 to be paid to IndyMac by Abacus and guaranteed by Taylor as set forth below, the Parties, for themselves and their successors, assigns, and any parents, subsidiaries, affiliated, or controlled entities or divisions, agents, employees, servants, officers, directors, attorneys, insurers, predecessors, or any potential claimant through them, including claims assigned to or by them, effective as of the date of this Agreement, release, acquit, and forever discharge each other and their assigns, and any parents, subsidiaries, affiliated, or controlled entities or divisions, agents, employees, servants, officers, directors, attorneys, insurers, predecessors and successors from any and all manner of actions, causes of action, claims, demands, costs, damages, liabilities, losses, obligations, expenses, claims for punitive or exemplary damages, and compensation of any nature whatsoever, known or unknown, developed or undeveloped, in law or in equity, arising out of or relating in any way to the Claims. Within five days of execution of this Agreement, IndyMac shall execute a dismissal of its complaint with prejudice.

3. PAYMENT AND TERMS OF PAYMENT. Abacus shall pay to IndyMac a total of $40,000.00 as follows

3.1. Within 15 days of execution of this Agreement, Abacus will pay $5,000 to IndyMac.

3.2. On or before December 31, 2009, Abacus will pay $17,500.00.

3.3. On or before December 31, 2010, Abacus will pay $17,500.00.

3.4. All payments under this agreement shall be made by check payable to the Larkins Vacura LLP client trust account for the benefit of IndyMac and mailed to: Christopher J. Kayser, Larkins Vacura LLP, 621 SW Morrison Street, Suite 1450, Portland, Oregon 97212.

3.5. Taylor has agreed to personally guarantee payment of all Abacus obligations under this Agreement and will execute a guaranty ("Guaranty") which is incorporated by reference.

3. EVENT OF DEFAULT. Time is of the essence with respect to Abacus' performance of its obligations under this Agreement and Abacus shall be deemed in default if it fails to make timely payment of any of its obligations under this Agreement.

4. REMEDIES. In the event that Abacus is in default of any of its obligations under this Agreement, IndyMac will provide Abacus with written notice of its default. If the default is not cured within five days of the date of the written notice, the entire remaining unpaid amount owing under this Agreement will become immediately due and payable to IndyMac by Abacus and Taylor and IndyMac will have the right to pursue any and all remedies to collect those amounts including without limitation enforcement of the Guarantee. In the event of default, IndyMac shall be entitled to collect attorney fees and costs incurred in collection, regardless of whether it institutes formal legal proceedings to enforce its right to payment under this Agreement. IndyMac will further be entitled to interest from the date of default on any unpaid amounts at a default interest rate of 12%.

5. LEGAL ADVICE. The Parties acknowledge that they have sought and obtained independent legal advice, to the extent they deemed necessary, prior to the execution of this Agreement. Further, the Parties acknowledge that they have read this Agreement in its entirety, understand fully its consequences, and agree freely and voluntarily with its contents prior to the execution of this Agreement.

6. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Agreement.

7. NO ADMISSION OF LIABILITY. The parties acknowledge that this settlement does not represent an admission of fault.

8. RESOLUTION OF DISPUTES. If any dispute arises concerning the terms of this agreement, the Parties agree Stew Cogan will arbitrate the dispute and any decision rendered will be final and binding on the Parties. Attorney fees and all costs of such arbitration shall be awarded to the prevailing party.

9. CONSTRUCTION. The Parties to this Agreement have had the opportunity to read, negotiate, review and present this Agreement to counsel of their own choosing and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting

Party, shall not apply to the interpretation of this Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state of Washington. The language of this Agreement shall not be construed for or against any particular Party.

10. CONFIDENTIALITY. Except upon written consent of the other party, the parties and their counsel shall not make, issue, cause, encourage, permit or authorize, issue, furnish information for, comment upon, gossip or participate in any manner in any public or private statement to any person or entity, concerning the terms of this Agreement, including the fact or amount of payment, or the reasons or the circumstances concerning the parties' settlement of their claims, except that the parties or their counsel may disclose such to the parties' accountants in connection only with tax preparation. Additionally, the parties and their counsel may disclose the terms of this Agreement to a court of competent jurisdiction as necessary to enforce or administer this Agreement or to comply with that court's order.

11. SEPARATE COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which, when taken together, shall be deemed to constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Settlement and Release Agreement.

Abacus Mortgage, Inc.

(b)(6)

By: [redacted]

Printed Name: MEL TAYLOR

Title: C.E.O.

Date: 1-14-09

The Federal Deposit Insurance Corporation, as Conservator for IndyMac Federal Bank, FSB.

(b)(6)

By: [redacted]

Printed Name: ~~Ignacio Gomez~~

Title: Vice President

Date: 02/02/09

Mel Taylor, Guarantor (b)(6)

(b)(6)

[redacted]

Date: 1-14-09

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into by and between the FDIC as Conservator of IndyMac Federal Bank, FSB, located at 888 East Walnut Street, Pasadena, CA 91101 ("IndyMac"), and Michael J. Greene ("Greene"). IndyMac and Greene are sometimes referred to herein individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, IndyMac has filed claims against Greene in the action *The Federal Deposit Insurance Corporation, as Conservator of IndyMac Federal Bank, FSB v. Michael Greene, et al.* King County Superior Court Case No. 07-2-32560-3 SEA related to loans he obtained for certain residential real estate ("Claims");

WHEREAS, IndyMac obtained an order of default and default judgment against Greene in the amount of $424,477.96 plus post-judgment interest ("Judgment");

WHEREAS, Greene believes that there are grounds for vacating the default judgment against him;

WHEREAS, the Parties now seek to settle the Claims as described in this Agreement.

AGREEMENT

In consideration of the recitals listed above, the covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals are incorporated herein by reference as though fully set forth herein.

2. PAYMENT AND TERMS OF PAYMENT. Greene shall pay to IndyMac a total of $12,000 as follows:

2.1 On or before April 15, 2009, Greene will pay $10,000 to IndyMac;

2.2 Greene shall pay the remaining $2,000 on or before December 31, 2009;

2.3 All payments under this agreement shall be postmarked by the respective due dates listed above and made by check payable to the Larkins Vacura LLP client trust account and mailed to: Christopher J. Kayser, Larkins Vacura, LLP 621 SW Morrison Street, Suite 1450, Portland Oregon 97212

3. RELEASE. Upon the final payment of $12,000 pursuant to the express terms described above in paragraph 2, IndyMac will release and discharge Greene from the Claims which were brought or could have been brought, whether known or unknown or suspected to exist related to the Claims. After receiving the final payment under the terms of this agreement,

IndyMac will within two weeks consent to a motion for and/or stipulate to an order vacating the default order and default judgment entered against Greene in the above-referenced matter AND stipulate to the dismissal of said action against Greene with prejudice and without costs to any party. Mr. Greene will prepare and file the required documents.

4. EVENT OF DEFAULT. Time is of the essence with respect to Greene's performance of its obligations under this Agreement and Greene shall be deemed in default if it fails to make timely payment of any of its obligations under this Agreement.

5. REMEDIES. In the event that Greene is in default of any of his obligations under this Agreement, and such default is not cured within five days of the default, the entire remaining unpaid amount owing under the Judgment will become immediately due and payable to IndyMac by Greene and IndyMac will have the right to pursue any and all remedies to collect the Judgment. In addition, in the event IndyMac makes any attempt to collect the judgment by virtue of Greene's default, Greene agrees he will not challenge the validity of the Judgment or otherwise seek to have it vacated. In the event of default, IndyMac shall be entitled to collect attorney fees and costs incurred in collection, regardless of whether it institutes formal legal proceedings to enforce its right to payment under this Agreement.

6. LEGAL ADVICE. The Parties acknowledge that they have sought and obtained independent legal advice, to the extent they deemed necessary, prior to the execution of this Agreement. Further, the Parties acknowledge that they have read this Agreement in its entirety, understand fully its consequences, and agree freely and voluntarily with its contents prior to the execution of this Agreement.

7. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Agreement.

8. CONSTRUCTION. The Parties to this Agreement have had the opportunity to read, negotiate, review and present this Agreement to counsel of their own choosing and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party, shall not apply to the interpretation of this Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state of Washington. The language of this Agreement shall not be construed for or against any particular Party.

9. SEPARATE COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which, when taken together, shall be deemed to constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

10. DISPUTED CLAIM. This Agreement represents a compromise of a disputed claim. Liability for the Claims is expressly denied by Greene. The acceptance of this

Agreement shall not operate as an admission of liability on the part of Greene, nor as an estoppel, waiver, or bar with respect to any claims Greene may have against third parties.

IN WITNESS WHEREOF, the undersigned have executed this Settlement and Release Agreement.

Michael J. Greene

(b)(6) [redacted]

Date: 2-27-09

(b)(6) [redacted]

Witness:

Andrea Kato
Legal Assistant
Moran Windes & Wong
Seattle, WA 98107

The Federal Deposit Insurance Corporation, as Conservator for IndyMac Federal Bank, FSB.

By: [redacted] (b)(6)

Printed Name: Ignacio Gomez

Title: Vice President

Date: 03-04-09

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, 2009 ("Effective Date"), by and between The FDIC as Conservator for IndyMac Federal Bank, FSB fka IndyMac Bank, FSB ("IndyMac") and Pacific Horizon Bancorp, Inc. ("Pacific Horizon"), Houry Aposhian ("Houry"), and Pattyl Kasparian ("Pattyl") (Collectively hereafter "Defendants"). IndyMac and Defendants may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 IndyMac claims that on or about October 28, 1994, IndyMac and Pacific Horizon entered into a written Customer Contract and e-mits User Agreement (hereinafter "Agreement").

1.2 IndyMac also claims that, pursuant to the Agreement, Pacific Horizon sold to IndyMac five (5) loans with borrowers Pinedo, Cabrera, and Gonzalez ("Borrowers") (hereinafter "Loans") further identified by IndyMac's internal loan numbers as follows:

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

Name	***Loan No.***

1.3 On or about January 28, 2008, IndyMac filed a lawsuit against Pacific Horizon, Houry, and Pattyl entitled *IndyMac Bank, F.S.B. v. Pacific Horizon Bancorp, Inc., a California corporation, Houry Aposhian, an individual, and Pattyl Kasparian, an individual,* Los Angeles Superior Court Case No. BC384488, including causes of action for breach of contract, express indemnity, specific performance, negligent misrepresentation, negligent hiring and negligent supervision arising out of the Loans. A First Amended Complaint was subsequently filed.

1.4 Defendants filed an Answer to IndyMac's First Amended Complaint on or about September 12, 2008, and in good faith dispute IndyMac's allegations in the Action. The Complaint, First Amended Complaint and Answer are collectively referred to herein as the "Action".

1.5 In order to eliminate the costs of further litigation, and to fully compromise and resolve the disputes which are the subject matter of the Action, the Parties desire and have agreed to settle all claims between them relating to the above-referenced Loans and the Action in their entirety upon the terms and conditions hereinafter set forth.

2. AGREEMENT

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

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

2.2 **Payment to IndyMac.** Defendant Pacific Horizon shall pay to IndyMac the total sum of $240,774.60 (two hundred forty thousand seven hundred seventy-four dollars and sixty cents) (the "Settlement Funds"). The payment of $150,000.00 (one hundred fifty thousand dollars) ("First Payment") shall be made upon execution of this Agreement and payments of $5,000.00 (five thousand dollars) shall be made each month thereafter, beginning on the 1st of the first month following execution of this Agreement. until the sum of $90,774.60 is paid in full. Payments shall be made by check or draft made payable to IndyMac Federal Bank, FSB and sent to Wright, Finlay & Zak, L.L.P., 4665 MacArthur Court, Suite 280. Newport Beach, CA 92660.

2.3 Within 15 business days of receipt of the fully executed Settlement Agreement and First Payment of the Settlement Funds by its counsel, IndyMac shall take all appropriate action as may be necessary to cause the Action to be dismissed with prejudice as to all defendants.

2.4 Concurrently with the signing and delivery of this Settlement Agreement and First Payment, Defendant Pacific Horizon shall execute a Stipulation for Entry of Judgment in the form attached hereto as Exhibit 1. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached to the Stipulation as Exhibit A. Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Settlement Agreement. The Stipulation shall be entered immediately upon execution of this Settlement Agreement.

The Judgment (Pursuant to Stipulation) shall not be entered so long as Defendant Pacific Horizon performs under the terms of this Settlement Agreement.

2.5 In the event Defendant Pacific Horizon default by failing to make a timely payment to IndyMac as set forth in this Settlement Agreement, IndyMac shall give written notice via mail of the default and notice of intent to enter Judgment (Pursuant to Stipulation) to Defendants at: Pacific Horizon Bancorp, Inc., 2529 Foothill Blvd., #104, La Crescenta, CA. 91214.

2.6 Defendant Pacific Horizon shall have five (5) business days from receipt of the notice of intent to enter Judgment to cure the default. If Defendant Pacific Horizon fail to cure the default within five (5) business days, IndyMac shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) and enforce said Judgment against Defendant Pacific Horizon less any consideration already received by IndyMac pursuant to the settlement. Judgment may be entered by noticed motion and timely written notice given to Defendant Pacific Horizon as required by law. The amount actually received by IndyMac shall be deducted from the amount of the Judgment (Pursuant to Stipulation).

2.7 Each party agrees that Section 664.6 of the Code of Civil Procedure of the State of California shall apply to this Settlement Agreement and the court shall retain jurisdiction over the parties to enforce this Settlement Agreement.

2.8 The parties shall bear their own costs and attorneys' fees.

3. RELEASE

3.1 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 or in conjunction with the Loans, the claims and causes of action that were or could have been asserted in the Action related to the Loans, and/or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the Loans, and each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

3.2 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."

3.3 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 Loans, the claims and causes of action that were or could have been asserted in the Action related to the Loans, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the Loans, that Party will not be able to make any claim 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.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement and the Parties obligations arising out of any loans other than the Loans specified in this Action, each party hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, agents, investors, successors, assigns, representatives, officers, directors, shareholders, agents, 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 and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, the Loans, the claims and causes of action that were or could have been asserted in the Action related to the Loans, and/or any facts or circumstances related to the repurchase and/or indemnification of losses associated with the Loans.

3.5 The Parties further acknowledge and agree that no Party will take any action or assert any claims or demands against the other Party with any federal, state, municipal, or other governmental agency or court relating to any of the foregoing matters which have been released by the Parties' execution of this Settlement Agreement. The Parties expressly represent that no other action, administrative or adjudicative, has been filed in any other court or tribunal against another Party to this settlement agreement. IndyMac Bank further represents that it has not reported any of the Defendants herein or

anyone acting on their behalf, to any government agencies, including but not limited to the California Department of Real Estate, California Department of Corporations, United States Department of Housing and Urban Development, Mortgage Asset Research Institute (MARI) or any other third party or individual for any reason whatsoever, with the exception of the Federal Deposit Insurance Corporation (FDIC).

3.6 Each Party agrees to refrain from any tortious interference with any future contracts and/or business relationships of the other Party concerning any and all the events and circumstances relating to, arising out of, or resulting from, in any manner, as to any or all facts or circumstances related to the repurchase and/or indemnification of losses associated with the Loans, or in any manner to or in any way connected with the aforementioned lawsuit.

3.7 The Parties acknowledge that the rights, obligations, defenses, and remedies of the Parties with respect to any and all loans sold to IndyMac by Pacific Horizon other than the Loans, shall not be impaired, waived, limited, or otherwise affected by this Settlement Agreement. Accordingly, any and all claims, damages, losses or breaches of representations, covenants, or warranties of any type or nature which either party may be entitled to assert under the Agreement related to any or all loans sold to IndyMac by Pacific Horizon, other than the Loans, and all defenses and/or counter claims related thereto, are reserved by the Parties, and are not released, and shall not be impaired, waived, limited, or otherwise affected by this Settlement Agreement.

3.8 **Confidentiality.** Except as authorized in this Section 3.5, the Parties agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any information relating to, in any way, the contents or terms of this Settlement Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); (3) necessary in any legal proceeding or collection effort initiated by IndyMac to recover all or any portion of the Settlement Funds; or (4) necessary in any legal proceeding to enforce any provision of this Settlement Agreement. The Parties may disclose the terms of this Settlement Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to maintain the confidentiality of this Settlement Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Settlement Agreement are needed by those professionals.

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

3.10 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.

3.11 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.

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

3.13 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.

3.14 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.

3.15 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.

3.16 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 of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

3.17 Approval, Authority, and Nonassignment. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement, and further warrant and represent that they have not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement.

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

3.19 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.

3.20 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.

3.21 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.

3.22 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.

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

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

For: **The FDIC as Conservator for IndyMac Federal Bank, FSB fka IndyMac Bank, FSB.**

(b)(6) By: [redacted]

Name:

Title: Ignacio Gomez Vice President

Date:

For: **Pacific Horizon Bancorp, Inc.**

(b)(6) By: [redacted]

Name: Houry Aposhian

Title: President

Date: 4-3-09

Approved as to Form and Content:

Wright, Finlay & Zak, LLP

(b)(6) By: [redacted]

T. Robert Finlay, Esq.
Attorneys for The FDIC as Conservator for IndyMac Federal Bank, FSB

Law Offices of Harmam Thornton

(b)(6) By: [redacted]

Andrew Bao, Esq.
Attorneys for Pacific Horizon Bancorp, Inc., Houry Aposhian, and Pattyl Kasparian

WRIGHT, FINLAY & ZAK, LLP
T. Robert Finlay, CA State Bar No. 167280
Robert B. Norum, CA State Bar No. 240301
4665 MacArthur Court, Suite 280
Newport Beach, CA 92660 *(Pacific Horizon/Pleadings/Stipulation for Entry of Judgment)*
Tel. (949) 477-5050; Fax (949) 477-9200

Attorneys for Plaintiff, FDIC, AS CONSERVATOR FOR
INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FDIC, AS CONSERVATOR FOR INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B., Plaintiffs, vs. PACIFIC HORIZON BANCORP, INC., a California corporation, HOURY APOSHIAN, an individual, PATTYL KASPARIAN, an individual and DOES 1-50, Defendants.	Case No.: BC384488 **STIPULATION FOR ENTRY OF JUDGMENT**

IT IS HEREBY STIPULATED between Plaintiff FDIC, AS CONSERVATOR FOR INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B. ("INDYMAC") and Defendants PACIFIC HORIZON BANCORP, INC. ("PACIFIC HORIZON"), HOURY APOSHIAN, and PATTYL KASPARIAN (collectively hereinafter the "Defendants", collectively hereafter with INDYMAC the "Parties"), as follows:

1. On or about January 28, 2008, INDYMAC filed a lawsuit entitled *IndyMac Bank, F.S.B. v. Pacific Horizon Bancorp, Inc., a California corporation, Houry Aposhian, an individual, and Pattyl Kasparian, an individual,* Case No. BC384488 (hereinafter "Action"). A

First Amended Complaint was subsequently filed.

2. The Parties to the Action, wishing to avoid the uncertainty and expense of continued litigation, have entered into a written Settlement Agreement whereby Defendant PACIFIC HORIZON have agreed to pay to INDYMAC the total sum of $240,774.60 over a period of 20 months.

3. In the event that Defendant PACIFIC HORIZON default under the terms of the Settlement Agreement, the Parties stipulate and agree that judgment against Defendant PACIFIC HORIZON in the amount of $240,774.60, less any amounts received by INDYMAC plus post-judgment interest at the legal rate of 10%, and in favor of INDYMAC pursuant to stipulation be entered in the form attached hereto as Exhibit A ("Judgment").

4. Defendants agree that Judgment may be entered against Defendant PACIFIC HORIZON by noticed motion and may be entered without testimony or trial.

5. The Parties hereby enter into this Stipulation with the advice of counsel knowing its content and effect after.

6. The Parties further stipulate and request that the court is authorized to retain jurisdiction to enforce the Settlement Agreement and Judgment (Pursuant to Stipulation) pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 225(c).

DATED: April 3, 2009

(b)(6)

By: [redacted]
PACIFIC HORIZON BANCORP, INC.

DATED: April ___, 2009

(b)(6)

By: [redacted]
FDIC, AS CONSERVATOR FOR
INDYMAC FEDERAL BANK, F.S.B.,
F/K/A INDYMAC BANK, F.S.B.

WRIGHT, FINLAY & ZAK, LLP
T. Robert Finlay, CA State Bar No. 167280
Robert B. Norum, CA State Bar No. 240301
4665 MacArthur Court, Suite 280
Newport Beach, CA 92660 *(Pacific Horizon/Pleadings/Judgment (Pursuant to Stipulation))*
Tel. (949) 477-5050; Fax (949) 477-9200

Attorneys for Plaintiff, FDIC, AS CONSERVATOR FOR
INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FDIC, AS CONSERVATOR FOR INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B., Plaintiffs, vs. PACIFIC HORIZON BANCORP, INC., a California corporation, HOURY APOSHIAN, an individual, PATTYL KASPARIAN, an individual and DOES 1-50, Defendants.	Case No.: BC384488 **JUDGMENT** **(PURSUANT TO STIPULATION)**

Pursuant to the Stipulation for Judgment Against PACIFIC HORIZON BANCORP, INC. ("PACIFIC HORIZON"), HOURY APOSHIAN, and PATTYL KASPARIAN (collectively hereinafter the "Defendants") filed by the parties hereto, the Court hereby Orders as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

(1) On March ___, 2009, the parties stipulated as follows:

a. Defendant PACIFIC HORIZON shall pay FDIC, AS CONSERVATOR FOR INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B. ("INDYMAC") the sum of $240,774.60 over a period of 20

months.

b. The payment of $150,000.00 shall be made upon execution of the Agreement and payments of $5,000.00 shall be made each month, beginning on the 1st of the first month following execution of the Agreement, until paid in full.

c. If Defendant PACIFIC HORIZON default under the terms of the Agreement, judgment against Defendant PACIFIC HORIZON and in favor of INDYMAC pursuant to stipulation shall be entered in the amount of $240,774.60, less any amounts received by INDYMAC, plus post-judgment interest at the legal rate of 10%.

(2) Defendant PACIFIC HORIZON has defaulted under the terms of the Agreement.

(3) Based on this Stipulation, Judgment under the above-referenced matter is hereby entered in favor of Plaintiff INDYMAC and against Defendant PACIFIC HORIZON BANCORP, INC. for the sum of $240,774.60, less payments made to date, plus post-judgment interest, plus reasonable attorney's fees and costs incurred in enforcing the Agreement to be determined at a prove-up hearing by the Court.

Dated: _____ _____

Judge of the Superior Court

RECEIVED 6/02/09

ENTERED 6/3/09

GENERAL RELEASE
AND SETTLEMENT AGREEMENT

LIMS Nr (b)(2)
DIF/Mortgage Fraud

1. PARTIES

The parties to this General Release and Settlement Agreement ("Agreement") are Federal Deposit Insurance Corporation as conservator of IndyMac Federal Bank F.S.B., fka IndyMac Bank, F.S.B. ("IndyMac"), on the one hand, and Mark Ryan and Forsythe Appraisals, LLC (collectively "Appraiser"), on the other hand, and hereinafter may be referred to collectively as the "Parties".

2. RECITALS

2.1 On or about October 15, 2007, IndyMac filed a lawsuit entitled *IndyMac Bank, FSB vs. Mark Ryan, Forsythe Appraisals, LLC,* Nevada District Court Case No. A549938 ("Action").

2.2 IndyMac claims that it relied on an appraisal report for property in funding two mortgage loans and that Appraiser knew IndyMac's lenders would rely on the appraisal report in deciding whether or not to fund the two mortgage loans (loan numbers [redacted]) in the amounts of $564,000.00 and $141,000.00, respectively.

(b)(6)

2.3 Appraiser disputes IndyMac's claims relating to the appraisal report and has refused to indemnify IndyMac for its alleged losses stating that the electronic signature on Appraiser's appraisal report was unauthorized and misappropriated.

2.4 The Parties hereto have now agreed to resolve their dispute.

3. AGREEMENT BETWEEN THE PARTIES

3.1 Appraiser agrees to pay the sum of Three Thousand Five Hundred Dollars ($3,500.00) payable to IndyMac and Anderson, McPharlin & Conners LLP, its attorneys. The issuance of said draft is not, nor is it to be, construed as an admission of liability, which are each and all uncertain, doubtful and disputed by Appraiser.

3.2 IndyMac does hereby fully release, acquit and discharge Appraiser, its insurers and all other persons, firms, associations and corporations interested and concerned, of and from all known and unknown claims, actions, administrative proceedings, causes of action and suits for damages, at law and in equity, filed or otherwise, including loss of compensation, profits, interest and use, services, loss and diminishment of estate, costs and expenses, which it now has or may hereafter acquire by reason of any loss of or damage to any property right or rights arising out of the allegations in the Complaint entitled *IndyMac Bank, FSB vs. Mark Ryan, Forsythe Appraisals, LLC,* Nevada District Court Case No. A549938.

3.3 Appraiser does hereby fully release, acquit and discharge IndyMac, its insurers and all other persons, firms, associations and corporations interested and concerned, of and from all known and unknown claims, actions, administrative proceedings, causes of action and suits for damages, at law and in equity, filed or otherwise, including loss of compensation, profits, interest and use, services, loss and diminishment of estate, costs and expenses, which it now has or may hereafter acquire by reason of any loss of or damage to any property right or rights arising out of the allegations in the Complaint entitled *IndyMac Bank, FSB vs. Mark Ryan, Forsythe Appraisals, LLC*, Nevada District Court Case No. A549938.

3.4 The Parties shall bear their own costs and attorneys' fees.

3.5 The execution and delivery of documents provided for herein is in consideration for the execution and delivery of releases and other agreements contained in this Agreement.

4. RELEASE AND WARRANTY

4.1 For the consideration set forth in this Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties to this Agreement, and each of them, do hereby release and forever discharge each other, and each of their associates, owners, stock-holders, predecessors, successors, heirs, spouses, executors, administrators, assigns, agents, insurers, directors, officers, partners, joint venturers, lawyers, and all persons acting by, through, under, or in concert with them, or any of them, from any and all claims, demands, actions or causes of action, or obligations, liabilities, indebtedness, breaches of contract, breaches of duty, suits, liens, lawsuits, costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent (except any agreements or claims arising directly from this Agreement), arising out of, based upon, or relating to the matters/lawsuit/property referred to in the Recitals herein.

4.2 The Parties do hereby covenant and agree that they will pursue no claim or cause of action against the other parties hereto, their successors, assigns, agents, insurers, employees, attorneys-at-law, or any of them, collectively or individually, for any type of relief that in any fashion involves or arises from the matters/lawsuit/property referred to in the Recitals herein, including prosecution thereof.

4.3 Each of the Parties hereto represents and warrants to the other that each has full power, capacity, and authority to enter into this Agreement, and that none of them has sold, assigned, or in any manner transferred any claims which any of them ever had against the other to any third party, and that no other releases or settlements are necessary from any other person or entity to release and discharge completely the other parties from the claims specified above.

4.4 It is the intention of the Parties in executing this Agreement that it shall be effective as a bar to each and every claim, demand, and cause of action above specified. Parties hereto expressly consent that the releases contained in this Agreement shall be given full force and effect according to the provisions of this

Agreement, including those releases and provisions relating to unknown and unsuspected claims, demands, and causes of action of the Parties to this Agreement.

4.5 As further consideration for the entry into this Agreement, the Parties, and each of them, warrant and represent that neither they, nor any corporation or entity in which they are an owner, which is controlled by them, or in which they have an interest, intends to assert any claim or file any lawsuit against any other party to this Agreement.

5. EXECUTION NOT AN ADMISSION

By entering into this Agreement, no party hereto admits that the claims of the other were or are valid or meritorious. Each party hereto has in the past denied and continues to deny the claims, assertions, allegations, and contentions of the others, and this Agreement and the underlying settlement are strictly for the purpose of compromising disputes.

6. ADVICE OF COUNSEL

Each party represents and warrants that, in agreeing to the terms of this Agreement, it has read the document, has had the document explained by counsel of its choice, is aware of the content and legal effect of the document, and is acting on the advice of counsel of its choice and not in reliance on any representation of the other parties to the Agreement, except as expressly set forth herein.

7. CONFIDENTIALITY

7.1 The Parties agree that they will not respond to or in any way participate in or contribute to any public or private discussion, notice, or other publicity concerning, or in any way relating to the claims at issue herein, the actions and proceedings referred to above, the settlement of this dispute, execution of this Agreement, the terms hereof or the events preceding same. The Parties further agree not to publish or disseminate any non-public information or documents obtained by them in conjunction with the released matters including, without limitation thereto, any information or documents produced by or to him in discovery responses or filed with the court. The Parties hereby agree that disclosure of any information in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.

7.2 Notwithstanding this confidentiality agreement, the terms and existence of this Agreement may be communicated by the Parties to their attorneys, to their accountants in conjunction with the rendition of professional services, to the Franchise Tax Board, Internal Revenue Service, or any such other governmental agency as required by law, or to such other persons when required by legal process. Any disclosure as set forth above shall be accompanied by a disclosure of the existence of this confidentiality clause and a request that the party to whom disclosure is made not further disclose the information.

8. MISCELLANEOUS

8.1 Each of the Parties hereto agrees to execute and deliver to each of the other Parties hereto all additional documents, instruments, and agreements, and to take such additional action as is reasonably required to implement the terms and conditions of this Agreement.

8.2 The Parties agree that the rights and obligations arising out of the Agreement, and each of its terms, shall be assignable and delegable, respectively, and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties, and each of them.

8.3 In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses, and reasonable attorneys' fees incurred by the prevailing party (including, without limitations, such costs, expenses, and fees on appeal) and, if such prevailing party shall recover judgment in any such action or proceeding, such costs and expenses, including those of expert witnesses and attorneys' fees, shall be included as a part of the judgment.

8.4 This Agreement contains the entire Agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations and agreement between the Parties hereto or any other, either written or oral, except as expressly provided herein.

8.5 This Agreement shall be interpreted under the laws of the State of Nevada, and shall be construed according to its fair meaning, and shall not be strictly construed against any party hereto.

8.6 The Parties may execute duplicate originals of this Agreement, in counterparts, or of any documents they are required to sign or furnish hereunder.

DATED: 4/9/09

INDYMAC FEDERAL BANK

(b)(6)

By: [redacted]
Its: Vice President

DATED: _____

FORSYTHE APPRAISALS, LLC

By: _____
Its: _____

DATED: _____

MARK RYAN

By: _____
Mark Ryan

Approved as to Form and Content:

DATED: 4-9-09

ANDERSON, McPHARLIN & CONNERS LLP

(b)(6)

By: [redacted]
Janiece S. Marshall, Nevada Bar No [redacted] (b)(6)
Zachary T. Ball, Nevada Bar No [redacted] (b)(6)
Attorneys for Federal Deposit Insurance Corporation as conservator of IndyMac Federal Bank F.S.B., fka IndyMac Bank, F.S.B.

8.5 This Agreement shall be interpreted under the laws of the State of Nevada, and shall be construed according to its fair meaning, and shall not be strictly construed against any party hereto.

8.6 The Parties may execute duplicate originals of this Agreement, in counterparts, or of any documents they are required to sign or furnish hereunder.

DATED: _____ INDYMAC FEDERAL BANK

(b)(6)

By: _____

Its: _____

DATED: 5/11/09 FORSYTHE APPRAISALS, LLC:

(b)(6)

(b)(6) President

DATED: 5/12/09

(b)(6)

Mark Ryan

Approved as to Form and Content:

DATED: _____ ANDERSON, McPHARLIN & CONNERS LLP

By: _____

Janiece S. Marshall, Nevada Bar No. (b)(6)

Zachary T. Ball, Nevada Bar No (b)(6)

Attorneys for Federal Deposit Insurance Corporation as conservator of IndyMac Federal Bank F.S.B., f/k/a IndyMac Bank, F.S.B.

726014.1

DATED:

OLSON, CANNON, GORMLEY &
DESRUISSEAUX

(b)(6)

By

Michael E. Stoberski, Nevada Bar No

(b)(6)

Attorneys for Mark Ryan and Forsythe
Appraisals, LLC

720014.1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 9th day of June 2009 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC FEDERAL BANK, F.S.B. formerly known as INDYMAC BANK, F.S.B. (hereinafter "INDYMAC") and FREEDOM MORTGAGE CORPORATION, a New Jersey corporation; and FREEDOM MORTGAGE CORPORATION dba FREEDOM HOME MORTGAGE CORPORATION in California (collectively referred to herein as "FREEDOM MORTGAGE"). INDYMAC and FREEDOM MORTGAGE may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

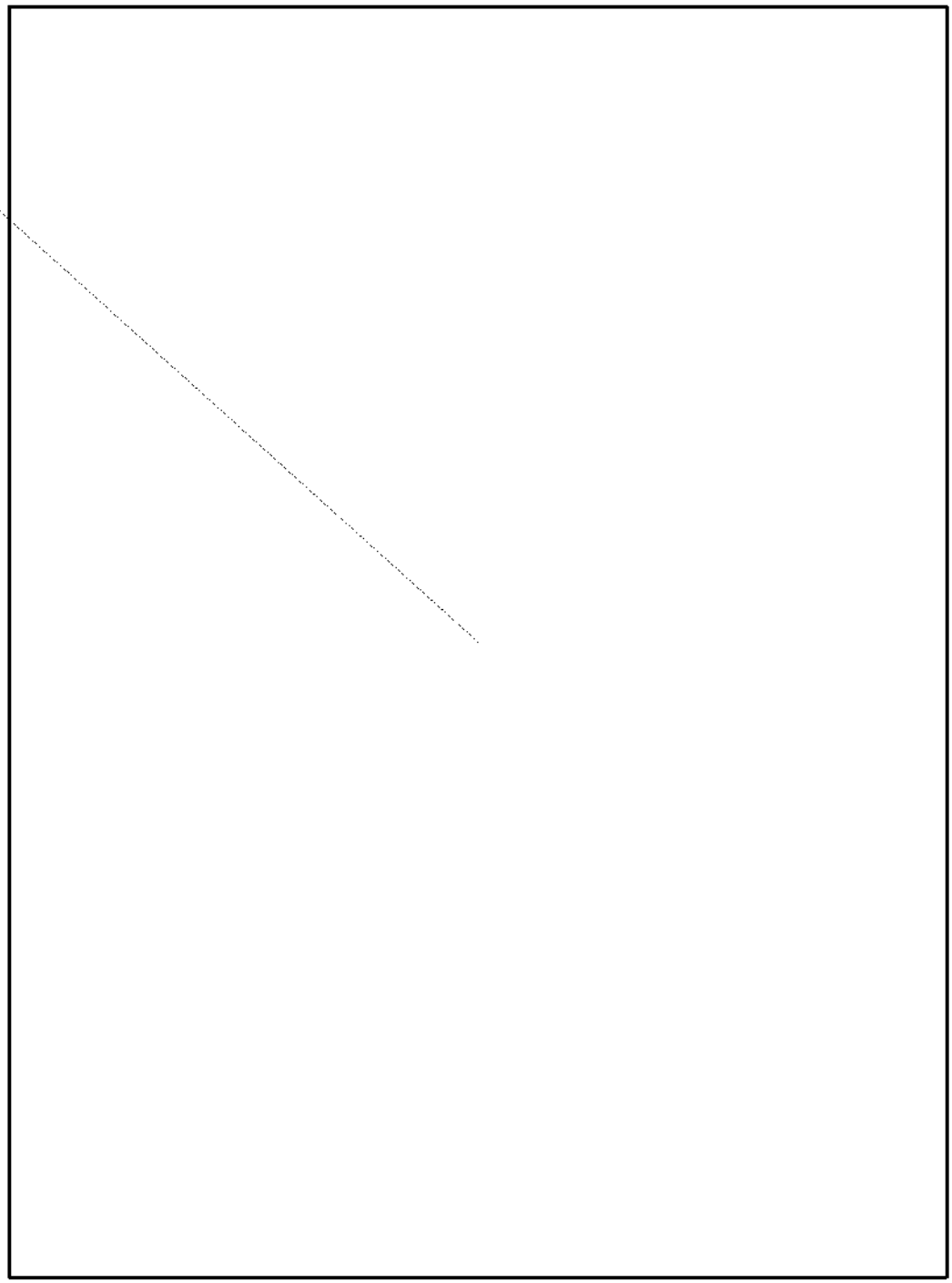
I. RECITALS

1.1 On or about September 30, 2002, INDYMAC and FREEDOM MORTGAGE entered into a business relationship governed by a Mortgage Loan Purchase and Interim Servicing Agreement (hereinafter "Agreement").

1.2 Pursuant to the terms of the Agreement, FREEDOM MORTGAGE sold to INDYMAC the following 36 loans identified by borrower name, loan number(s), principal amount(s) and address:

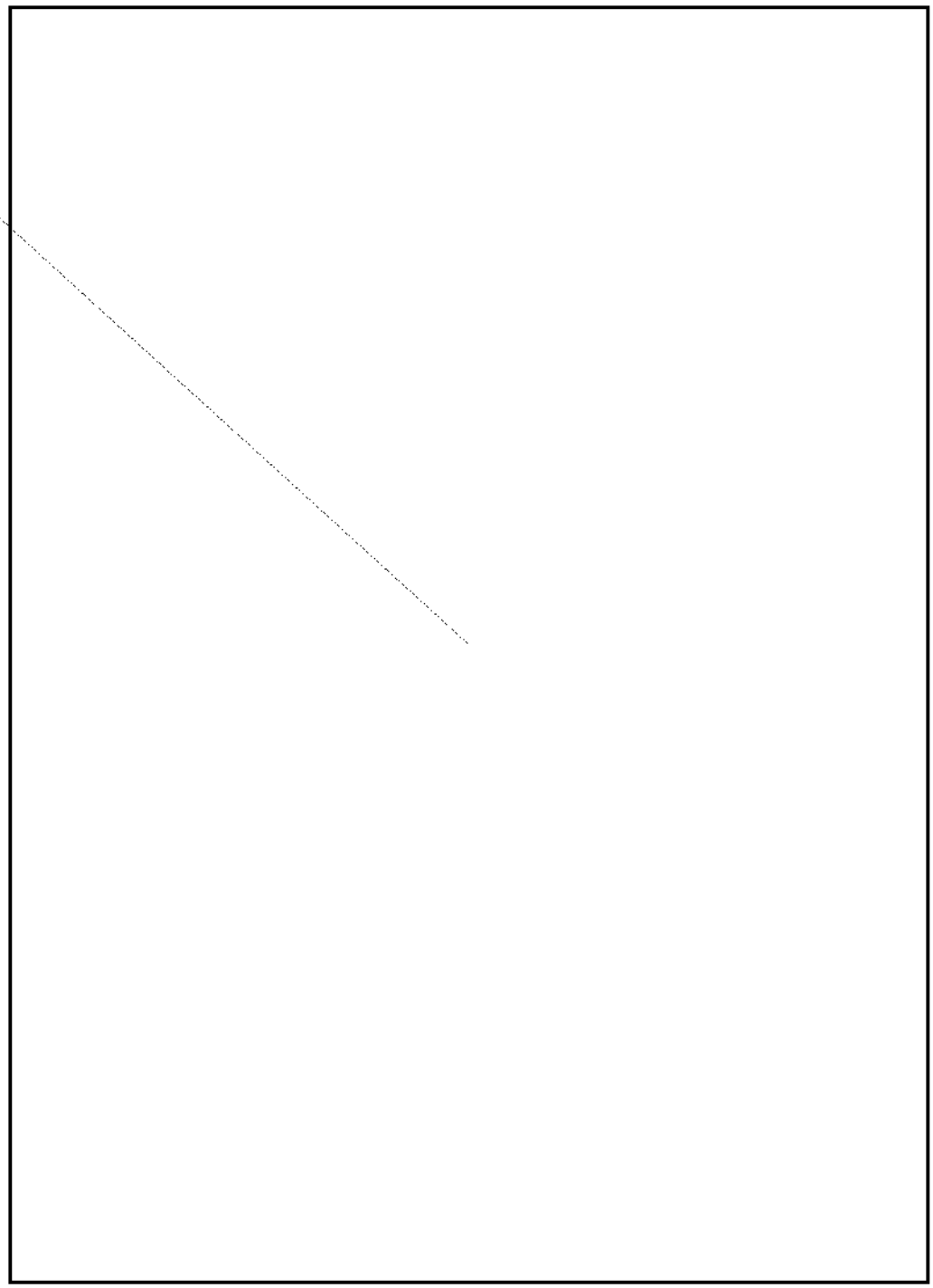
(b)(4),(b)(6)

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



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

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



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

1.3 The 37 loans described in paragraph 1.2 above are collectively referred to herein as the "SUBJECT LOANS".

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

INDYMAC claims that the

Early Payment Default loans as defined by Section 3.05 of the Agreement and that FREEDOM MORTGAGE breached the Agreement by refusing to repurchase these loans after receiving demands from INDYMAC.

1.5 INDYMAC also claims that FREEDOM MORTGAGE breached certain representations and warranties contained in the Agreement with respect to the

(b)(4),(b)(6) [redacted] LOANS. INDYMAC contends it demanded FREEDOM MORTGAGE repurchase and/or indemnify INDYMAC for losses it sustained as a result of these loans but FREEDOM MORTGAGE refused.

1.6 FREEDOM MORTGAGE disputes INDYMAC's claims relating to the SUBJECT LOANS. Specifically, and without limitation, FREEDOM MORTGAGE denies that it breached the representations and warranties provisions of the Agreement or that it breached any duty owed to INDYMAC.

1.7 On or about June 13, 2008, INDYMAC filed a lawsuit entitled *INDYMAC BANK, FSB v. FREEDOM MORTGAGE CORPORATION, a New Jersey corporation; FREEDOM MORTGAGE CORPORATION, dba FREEDOM HOME MORTGAGE CORPORATION; and DOES 1 - 100, inclusive*; Case No. BC392687 (hereinafter "Action"). Pursuant to its Complaint in the Action, INDYMAC sought damages arising out of the SUBJECT LOANS. The Complaint in the Action included thirty-eight (38) separate causes of action, thirty-six for breach of contract, one for specific performance and one for negligence.

(b)(4),(b)(6) 1.8 On August 5, 2008, INDYMAC dismissed twenty-three (23) causes of action for breach of contract relating to the following loans: [redacted] (hereinafter referred to as the "DISMISSED SUBJECT LOANS"). Although not dismissed from the Action, for purposes of this Settlement Agreement, the (b)(4),(b)(6) [redacted] is hereinafter also part of the DISMISSED SUBJECT LOANS. (b)(4),(b)(6) INDYMAC pursued the Action as to the remaining 13 loans: [redacted]

1.9 The Parties desire and have agreed to settle all claims relating to the SUBJECT LOANS described in paragraph 1.2 of this Settlement Agreement.

2. AGREEMENT

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

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

2.2 Payment to INDYMAC. Payment of Four Hundred Seventy-Five Thousand Dollars and no/cents ($475,000.00) (the "Settlement Funds") shall be paid on behalf of FREEDOM MORTGAGE to INDYMAC.

(a) Of the Settlement Funds, the initial payment (the "Initial Payment") shall be for Two Hundred Twenty-Five Thousand Dollars and no cents ($225,000.00). The Initial Payment shall be made by wiring the funds as follows: Beneficiary Bank: Wells Fargo Bank; ABA Routing [redacted] Account #: [redacted] Beneficiary Account Name: Mortgage Recovery Law Group Trust Account. The Initial Payment shall be received on or before June 12, 2009.

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

(b) The remaining Two Hundred Fifty Thousand Dollars and no cents ($250,000.00) shall be paid in two equal payments as follows: One Hundred Twenty-Five Thousand Dollars and no cents ($125,000.00) on July 13, 2009 and One Hundred Twenty-Five Thousand Dollars and no cents ($125,000.00) on August 12, 2009. The two monthly payments shall be made by wiring the funds as follows: Beneficiary Bank: Wells Fargo Bank; ABA Routing #: [redacted] Account #: [redacted] Beneficiary Account Name: Mortgage Recovery Law Group Trust Account.

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

2.3 Concurrently with the signing and delivery of this Settlement Agreement, FREEDOM MORTGAGE shall execute a Stipulation for Entry of Judgment in the amount of Two Hundred Fifty Thousand Dollars and no cents ($250,000.00) less any amounts received pursuant to paragraph 2.2(b), in the form attached hereto as Exhibit 1. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached to the Stipulation as Exhibit A. Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Settlement Agreement. The Stipulation and Judgment shall be held in trust by INDYMAC'S attorneys of record and shall not be filed unless FREEDOM MORTGAGE breaches paragraph 2.2(b) above and fails to timely cure said breach pursuant to paragraph 2.5 after receiving INDYMAC notice of default as provided in paragraph 2.4. The Judgment (Pursuant to Stipulation) shall not be entered so long as FREEDOM MORTGAGE performs under the terms of this Settlement Agreement with respect to making the payments required by paragraph 2.2(b) above. Entry of Judgment in accordance with the terms of the Stipulation, and enforcement of said Judgment, shall be INDYMAC's sole recourse in the event of a default by FREEDOM MORTGAGE in making the payments called for herein. INDYMAC'S attorneys of record shall return the original Stipulation for Entry of Judgment (without the same having been filed with the Court) to FREEDOM MORTGAGE'S attorneys of record, c/o Jeff M. Hall, Esq., Green & Hall, A Professional Corporation, 1851 East First Street, 10th Floor, Santa Ana, CA 92705-4052, within five business days of INDYMAC'S receipt of the second payment required by paragraph 2.2(b) above.

2.4 In the event FREEDOM MORTGAGE defaults by failing to make a timely payment to INDYMAC as set forth in paragraphs 2.2(b) above, INDYMAC shall

give written notice of the default and notice of its intent to enter Judgment (Pursuant to Stipulation) to FREEDOM MORTGAGE via mail and facsimile at: (1) Freedom Mortgage Corporation, ATTN: David Altman, 907 Pleasant Valley Avenue, Suite 3, Mount Laurel, NJ, 08054, Voice: (856) 626-2303 and Fax: (866) 656-3665; and (2) Jeff M. Hall, Green & Hall, A Professional Corporation, 1851 East First Street, 10th Floor, Santa Ana, CA 92705-4052, Voice: (714) 918-7000 and Fax: (714) 918-6996.

2.5 FREEDOM MORTGAGE shall have five (5) business days from receipt of the notice of default to cure the default. If FREEDOM MORTGAGE fails to cure the default within five (5) business days, INDYMAC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) and enforce said Judgment against FREEDOM MORTGAGE. Judgment may be entered by ex parte application (without testimony or trial and FREEDOM MORTGAGE further waives the right to a court and/or jury trial) with notice given to FREEDOM MORTGAGE and Jeff M. Hall, Esq. by facsimile and telephone at the facsimile and phone numbers listed above.

2.6 Within 5 business days of INDYMAC's counsel's receipt of the fully executed Settlement Agreement and Stipulation for Entry of Judgment, INDYMAC's counsel shall file a request for dismissal of the entire Action with prejudice.

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

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

3. RELEASE

3.1 INDYMAC hereby represents that it dismissed the DISMISSED SUBJECT LOANS from the Action because INDYMAC no longer has an interest in the DISMISSED SUBJECT LOANS. FREEDOM MORTGAGE understands and accepts INDYMAC'S representation that the DISMISSED SUBJECT LOANS have been sold, assigned or otherwise transferred to third parties including, but not limited to, successors, servicers, institutions or banks and further acknowledges and agrees that this release has no effect on any rights, claims or causes of action relating to the DISMISSED SUBJECT LOANS which belong to these third parties. Moreover, the Parties expressly agree and understand that INDYMAC has no right or ability to release any demands, claims or causes of action relating to the DISMISSED SUBJECT LOANS which belong to these third parties and does not do so, and further that the release given by INDYMAC relating to the DISMISSED SUBJECT LOANS is limited to a release of rights, claims or causes of action, if any, belonging only to INDYMAC.

3.2 Unknown Claims. INDYMAC and FREEDOM acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which they may have against each other arising from or in conjunction with the SUBJECT LOANS (including the DISMISSED SUBJECT LOANS) described in paragraph 1.2 of this Settlement Agreement.

3.3 The Parties acknowledge and agree that FREEDOM MORTGAGE processed, packaged and/or sold other mortgage loans to INDYMAC which are not described in paragraph 1.2 of this Settlement Agreement and that this Settlement Agreement and the Release does not apply to mortgage loans not described herein. INDYMAC expressly reserves its rights to pursue any and all claims and causes of action it may have in law or equity against FREEDOM MORTGAGE arising out of any mortgage loan which is not described herein.

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

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

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

3.6 Except for the rights, duties, and obligations set forth in this Settlement Agreement and Stipulation for Entry of Judgment, the Parties each hereby fully, finally, and forever release and discharge the other Party, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, insurers, agents, investors, representatives, officers, directors, shareholders, independent contractors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of

such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, the SUBJECT LOANS (including the DISMISSED SUBJECT LOANS). The Parties further acknowledge and agree that neither Party will take any action or assert any claims or demands against the other Party with any federal, state, municipal, or other governmental agency or court relating to the SUBJECT LOANS (including the DISMISSED SUBJECT LOANS).

3.7 Express Reservation from Releases by FDIC. Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, (a) any claims or causes of action that do not arise from or relate to the DISMISSED SUBJECT LOANS and SUBJECT LOANS, or the defense of the same, or (b) any action taken by any other federal agency. As of the execution of this Settlement Agreement, the FDIC is not aware of any action taken or claims held by another federal agency arising from or related to the SUBJECT LOANS. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*, if appropriate.

4. MISCELLANEOUS

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

4.2 Confidentiality. The Parties agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any information relating to, in any way, the contents or terms of this Settlement Agreement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); or (3) necessary in any legal proceeding to enforce any provision of this Settlement Agreement. The Parties may disclose the terms of this Settlement Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those

professionals to maintain the confidentiality of this Settlement Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Settlement Agreement are needed by those professionals.

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

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

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

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

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

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

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

4.10 Approval, Authority, and Nonassignment. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement, and further warrant and represent that with the exception of the DISMISSED SUBJECT LOANS, they have not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement.

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

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

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

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

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

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

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

DATED: June 9, 2009
APPROVED AS TO FORM

GREEN & HALL, APC

(b)(6)

By: [redacted]
Jeff M. Hall, Esq.
Attorneys for Defendants, FREEDOM MORTGAGE CORPORATION and FREEDOM MORTGAGE CORPORATION dba FREEDOM HOME MORTGAGE CORPORATION

DATED: June 11, 2009

FREEDOM MORTGAGE CORPORATION and FREEDOM MORTGAGE CORPORATION dba FREEDOM HOME MORTGAGE CORPORATION

(b)(6)

By: [redacted]
Signature

STANLEY C. MOOGIAN, CEO
Type/Print Name and Title

[SIGNATURES CONTINUE ON FOLLOWING PAGE'

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5652-068

DATED: June 9, 2009
APPROVED AS TO FORM

ANDERSON, McPHARLIN & CONNERS LLP

(b)(6)

By

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

DATED: June 9th 2009

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

(b)(6)

By: _____
Signature

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 29 day of June, 2009 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AS RECEIVER AND CONSERVATOR FOR INDYMAC FEDERAL BANK, F.S.B., F/K/A INDYMAC BANK, F.S.B. ("IndyMac"), and NORTHPOINT MORTGAGE CORPORATION ("Northpoint"). The FDIC, and Northpoint may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 On or about October 30, 2001, IndyMac and Northpoint, entered into a written Customer Agreement and e-Mits User Agreement (hereinafter "Agreement") and incorporated IndyMac Seller Guide ("Guide").

1.2 Pursuant to the Agreement, Northpoint submitted to IndyMac the following eleven (11) loans (hereinafter "Loans"):

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

Name	***Loan No.***

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

1.3 IndyMac claims that Northpoint breached certain representations and warranties contained in the Agreement and Guide in submitting the Loans to IndyMac. IndyMac demanded Northpoint repurchase the Loans and/or indemnify IndyMac for its losses. Northpoint failed to do so.

1.4 On or about January 28, 2008, IndyMac filed its original complaint in a lawsuit against Northpoint entitled *IndyMac Bank, F.S.B. v. Northpoint Mortgage, Inc., et al.*, Case No. BC384431, including causes of action for breach of contract, express indemnity, specific performance, negligent misrepresentation, negligent hiring, and negligent supervision arising out of the Loans ("Action."). IndyMac filed first and second amended complaints on February 6, 2008, and May 8, 2008, respectively.

1.5 The Parties desire and have agreed to settle all claims relating to the repurchase and/or indemnification obligations on all loans submitted by Northpoint to IndyMac pursuant to the Agreement, including the Loans that are the subject of the Action, in their entirety 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 **Payment to IndyMac. Northpoint** shall pay to the FDIC the total sum of $22,500.00 (twenty-two thousand and five hundred dollars) (the "Settlement Funds"). Payment of the Settlement Funds shall be made upon execution of this Settlement Agreement. Payments shall be made by check or draft made payable to IndyMac Federal Bank, FSB and sent to Wright, Finlay & Zak, L.L.P., 4665 MacArthur Court, Suite 280. Newport Beach, CA 92660.

1.7 Within five (5) business days of the FDIC's counsel's receipt of the payment of the Settlement Funds, the FDIC's counsel shall file a request for dismissal with prejudice.

1.8 Each party agrees that Section 664.6 of the Code of Civil Procedure of the State of California shall apply to this Settlement Agreement and the court shall retain jurisdiction over the parties to enforce this Settlement Agreement.

1.9 The parties shall bear their own costs and attorneys' fees.

RELEASE

1.10 Unknown Claims. Each Party acknowledges and agrees that the release they give to the other Party upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which that Party may have against the other Party arising from or in conjunction with all loans submitted by Northpoint to IndyMac pursuant to the Agreement, including the Loans that are the subject of the Action, and each Party hereby expressly waives application of any applicable state statute, including but not limited to *California Civil Code §1542.*

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 either Party should eventually suffer additional damages arising out of loans submitted by Northpoint to IndyMac pursuant to the Agreement, including the Loans that are the subject of the Action, that Party will not be able to make any claim 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 Except for the rights, duties, and obligations set forth in this Settlement Agreement the FDIC and Northpoint each hereby fully, finally, and forever release and discharge the other Party, and any and all of its respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, agents, investors, successors, assigns, representatives, officers, directors, shareholders, agents, 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

and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, any and all loans submitted by Northpoint to IndyMac pursuant to the Agreement, including the Loans that are the subject of the Action, except that the FDIC retains any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature against Third Parties (closing agents, settlement agents, title companies, insurance companies, appraisers, appraisal companies, third party originators, or insurance companies for any of the foregoing as collectively referred to as "Third Parties") arising out of or related to the Loans.

1.14 Notwithstanding any other provision in this Settlement Agreement, Northpoint immediately, exclusively, and irrevocably assigns to the FDIC any and all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which Northpoint has or may have against any and all Third Parties arising out of or related to the Loans.

1.15 Express Reservation from Releases by FDIC. Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*, if appropriate.

1.16 Confidentiality. Except as authorized in this Settlement Agreement, the Parties agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any information relating to, in any way, the contents or terms of this Settlement Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); or (3) necessary in any legal proceeding to enforce any provision of this Settlement Agreement. The Parties may disclose the terms of this Settlement Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to

maintain the confidentiality of this Settlement Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Settlement Agreement are needed by those professionals.

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

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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 of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently

unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.25 Approval, Authority, and Nonassignment. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement, and further warrant and represent that they have not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement.

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

1.27 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.

1.28 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.

1.29 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.

1.30 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.

1.31 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and

fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties pertaining to the Loans and/or Action. This agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

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

For: Federal Deposit Insurance Corporation

By: _____

Name: _____

Title: _____

Date: _____

For: Northpoint Mortgage Corporation

By: [redacted] (b)(6)

Name: ATTIQUE REHMAN

Title: PRESIDENT

Date: 6/30/2009

Approved as to Form and Content:

Wright, Finlay & Zak, LLP

By: [redacted] (b)(6)

Robert F. Finlay, Esq.
Attorneys for Federal Deposit Insurance Corporation

American Mortgage Law Group, P.C.

By: [redacted] (b)(6)

Ryan F. Thomas, Esq.
Attorneys for Northpoint Mortgage Corporation

fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties pertaining to the Loans and/or Action. This agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

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

For: Federal Deposit Insurance Corporation

(b)(6)

By: [redacted]

Name: Jack E. Duncan

Title: Senior Attorney, PL+FCS

Date: July 7, 2009

For: Northpoint Mortgage Corporation

(b)(6)

By: [redacted]

Name: ARTIQUE BEHMAN

Title: PRESIDENT

Date: 6/30/2009

Approved as to Form and Content:

Wright, Finlay & Zak, LLP

By: _____

Robert F. Finlay, Esq.
Attorneys for Federal Deposit Insurance Corporation

American Mortgage Law Group, P.C.

(b)(6)

By: [redacted]

Ryan F. Thomas, Esq.
Attorneys for Northpoint Mortgage Corporation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 30th day of June, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Federal Bank, FSB fka IndyMac Bank, FSB ("FDIC") and Sierra Pacific Mortgage Co., Inc. ("SIERRA PACIFIC"). The FDIC and SIERRA PACIFIC may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 SIERRA PACIFIC sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB and IndyMac Federal Bank, FSB made demands to SIERRA PACIFIC for repurchase and/or indemnification based upon a finding of a breach of the representations and warranties or an Early Payment Default as set forth in the written agreements.

1.2 Without admitting liability, the Parties desire to and have agreed to settle all repurchase and indemnification claims relating to the mortgage loans which were sold directly by SIERRA PACIFIC to IndyMac Bank, FSB (the "LOANS") 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:

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

1.4 **Payment of the Settlement Agreement.** SIERRA PACIFIC shall pay the total sum of $5,500,000.00 (five million five hundred thousand dollars) (the "Settlement Funds"). Payment of the Settlement Funds shall be made as follows:

$500,000.00 (five hundred thousand dollars) shall be made on July 1, 2009;

Beginning August 1, 2009, the sum of $416,666.67 (four hundred sixteen thousand six hundred sixty-six dollars and sixty-seven cents) per month shall be

made for twelve (12) consecutive months until the remaining sum of $5,500,000.00 (five million five hundred thousand dollars) is paid in full.

Payments are due on the 1st day of the month, shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number: (b)(4) [redacted] Routing Number: [redacted] Reference: Sierra Pacific Settlement. (b)(4)

1.5 Indemnification Deposit. The FDIC shall retain any indemnification proceeds that were previously deposited by SIERRA to IndyMac Bank, FSB prior to the execution of this Settlement Agreement.

1.6 In the event SIERRA PACIFIC defaults by failing to make a timely payment as set forth in this Settlement Agreement, the FDIC shall give written notice via email or fax of the default to SIERRA PACIFIC, c/o Maria Deen at (b)(4),(b)(6) [redacted] F: [redacted] (b)(4)

1.7 SIERRA PACIFIC shall have five (5) calendar days from date of the notice to cure the default. In the event that SIERRA PACIFIC fails to cure the default within five (5) calendar days, the remaining balance of the Settlement Funds will be immediately due and payable, and the FDIC may pursue the immediate payment in full of all sums remaining due without further demand and may invoke all remedies permitted by applicable law. The FDIC shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees and costs incurred in collecting all sums owing.

RELEASE

1.8 Unknown Claims. Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.9 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."

1.10 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, 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.

1.11 Each Party hereby fully, finally, and forever release and discharge the other Parties, 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, except that the FDIC retains any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature against THIRD PARTIES (closing agents, settlement agents, title companies, insurance companies, appraisers, appraisal companies, third party originators, or insurance companies for any of the foregoing, as collectively referred to as "THIRD PARTIES") arising out of or related to the LOANS.

1.12 Notwithstanding any other provision in this Settlement Agreement, SIERRA PACIFIC immediately, exclusively, and irrevocably assigns to the FDIC any and all claims, rights, title, or interest for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which SIERRA PACIFIC has or may have against any and all THIRD PARTIES arising out of or related to the LOANS.

1.13 Notwithstanding any other provision in this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intent 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.

1.14 Confidentiality. Except as authorized in this Settlement Agreement, the Parties agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any information relating to, in any way, the contents or terms of this Settlement Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); (3) necessary in any legal proceeding or collection effort initiated by the FDIC to recover all or any portion of the Settlement Funds; or (4) necessary in any legal proceeding to enforce any provision of this Settlement Agreement. The Parties may disclose the terms of this Settlement Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to maintain the confidentiality of this Settlement Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Settlement Agreement are needed by those professionals.

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

1.16 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.

1.17 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.

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

1.19 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.

1.20 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.

1.21 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.

1.22 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 of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.23 Approval, Authority, and Nonassignment. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement. Except as expressly stated in this Settlement Agreement, each Party warrants and represents that it has not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement. The FDIC further warrants and represents that it has retained, owns and/or has the rights to settle and release all repurchase and indemnification claims relating to the LOANS.

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 and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

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

For: The FDIC as Receiver of IndyMac Federal Bank, FSB fka IndyMac Bank, FSB	**For: Sierra Pacific Mortgage Co., Inc.**
(b)(6) By: [redacted]	By:
Name: Richard S. Gill	Name:
Title: Counsel	Title:
Date: 6-30-2009	Date:

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 of IndyMac Federal Bank, FSB fka IndyMac Bank, FSB	**For: Sierra Pacific Mortgage Co., Inc.**
By:	By: [redacted] (b)(6)
Name:	Name: James S. Coffrini
Title:	Title: President
Date:	Date: 6.30.2009

(b)(2)

RECEIVED 7/27/09

LIMS Mr
DIF/Mortgage Fraud

ENTERED 7/28/09

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

(b)(6)

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 24 day of June, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Federal Bank, FSB fka IndyMac Bank, FSB ("FDIC") and South Pacific Financial Corporation ("SOUTH PACIFIC"). The FDIC and SOUTH PACIFIC may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 SOUTH PACIFIC sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB and IndyMac Federal Bank, FSB made demands to SOUTH PACIFIC for repurchase and/or indemnification based upon a finding of a breach of the representations and warranties or an Early Payment Default as set forth in the written agreements.

1.2 Without admitting liability, the Parties desire to and have agreed to settle all repurchase and indemnification claims relating to the mortgage loans sold directly by SOUTH PACIFIC to IndyMac Bank, FSB (the "LOANS") 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:

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

1.4 **Payment of the Settlement Agreement.** SOUTH PACIFIC shall pay the total sum of $180,000.00 (one hundred eighty thousand dollars) (the "Settlement Funds"). Payment of the Settlement Funds shall be made as follows:

Beginning July 1, 2009, the sum of $10,000.00 (ten thousand dollars) per month shall be made for eighteen (18) consecutive months until the sum of $180,000.00 (one hundred eighty thousand dollars) is paid in full.

Payments are due on the 1st day of the month, shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number:

(b)(4) [redacted] Routing Number: [redacted] Reference: South Pacific Settlement.

(b)(4)

1.5 In the event SOUTH PACIFIC defaults by failing to make a timely payment as set forth in this Settlement Agreement, the FDIC shall give written notice via email or fax of the default to SOUTH PACIFIC, c/o Tim Cahill at

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

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

1.6 SOUTH PACIFIC shall have five (5) calendar days from date of the notice to cure the default. In the event that SOUTH PACIFIC fails to cure the default within five (5) calendar days, the remaining balance of the Settlement Funds will be immediately due and payable, and the FDIC may pursue the immediate payment in full of all sums remaining due without further demand and may invoke all remedies permitted by applicable law. The FDIC shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees and costs incurred in collecting all sums owing.

RELEASE

1.7 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.8 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."

1.9 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, that Party will not be able to make any claim 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.

1.10 Each party hereby fully, finally, and forever release and discharge the other Parties, 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, and/or 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, except that the FDIC retains any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature against THIRD PARTIES (closing agents, settlement agents, title companies, insurance companies, appraisers, appraisal companies, third party originators, or insurance companies for any of the foregoing as collectively referred to as "THIRD PARTIES") arising out of or related to the LOANS.

1.11 Notwithstanding any other provision in this Settlement Agreement, SOUTH PACIFIC immediately, exclusively and irrevocably assigns to the FDIC any and all claims, rights, title or interest to or 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 SOUTH PACIFIC has or may have against any THIRD PARTIES arising out of or related to LOANS.

1.12 Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intent 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.

1.13 Confidentiality. Except as authorized in this Settlement Agreement, the Parties agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any information relating to, in any way, the contents or terms of this Settlement Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); (3) necessary in any legal proceeding or collection effort initiated by the FDIC to recover all or any portion of the Settlement Funds; or (4) necessary in any legal proceeding to enforce any provision of this Settlement Agreement. The Parties may disclose the terms of this Settlement Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to maintain the confidentiality of this Settlement Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Settlement Agreement are needed by those professionals.

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

1.15 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.

1.16 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.

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

1.18 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.

1.19 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.

1.20 **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.

1.21 **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 of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.22 **Approval, Authority, and Nonassignment.** The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement, and further warrant and represent that they have not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement.

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

1.24 **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.

1.25 **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.

1.26 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.

1.27 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.

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

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

For: The FDIC as Receiver of IndyMac Federal Bank, FSB fka IndyMac Bank, FSB	**For: South Pacific Financial Corp.**
(b)(6) By: [redacted]	By: [redacted] (b)(6)
Name: Richard S. Gill	Name: BOB PICKHAM
Title: FDIC Counsel	Title: SENIOR VICE PRESIDENT
Date: 7-27-2009	Date: 7/24/2009

(b)(2)

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RECEIVED 8/6/09

LIMS Nr
DIF/Mortgage Fraud

ENTERED 8/6/09

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

(b)(2)

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 21st day of July, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB ("FDIC") Quicken Loans, Inc. ("QUICKEN"). The FDIC and QUICKEN may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 QUICKEN sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB made demands to QUICKEN for repurchase and/or indemnification based upon, among other things, its belief that there exists a breach of the representations and warranties or Early Payment Defaults in violation of the written agreements.

1.2 IndyMac Bank, FSB was a federally chartered savings bank. On July 11, 2008, IndyMac Bank FSB was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as Receiver.

Without admitting liability, the Parties desire to and have agreed to settle all existing and future repurchase and indemnification claims relating to the mortgage loans which were sold directly by QUICKEN to IndyMac Bank, FSB (the "LOANS") 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:

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

1.4 **Payment of the Settlement Agreement.** QUICKEN shall pay the total sum of $6,500,000.00 (six million five hundred thousand dollars) (the "Settlement Funds"). The payment is due on July 31, 2009, and shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number: Routing Number: (b)(4) Reference: Quicken Settlement. Said payment shall for all purposes constitute payment to the

(b)(6)

Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB and shall constitute binding consideration for this Agreement.

RELEASE

1.5 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.6 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."

1.7 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, that Party will not be able to make any claim 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.

1.8 Each party hereby fully, finally, and forever release and discharge the other Parties, 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, and/or 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,

(b)(6)

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.

1.20 **Approval and Authority.** The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement.

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

1.22 **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.

1.23 **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.

1.24 **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.

1.25 **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.

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

(b)(6)

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: Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB

(b)(6)

By: [redacted]
Name: Richard S. Gill
Title: Counsel
Date: 7-30-09

For: Quicken Loans, Inc.

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

[redacted] (b)(6)

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.

(b)(6)

For: Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB

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

For: Quickey Loans, Inc.

(b)(6)

(b)(6) ROBERT WALTERS
Title: VP
Date: 7/30/09

(b)(2)

RECEIVED 8/21/09

LIMS Nr [redacted] Page 111
DIF/ Mortgage Fraud

ENTERED 8/25/09

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into on the date of the last signature below between the Federal Deposit Insurance Corporation as Conservator and Receiver of IndyMac Federal Bank, F.S.B. fka IndyMac Bank, FSB (hereinafter collectively referred to as "FDIC") and JUST MORTGAGE, INC. ("JMI"), ELIZABETH [redacted] YUNSIL JEUNG ("JEUNG") and BRYAN CHOI ("CHOI") (collectively hereafter "DEFENDANTS") and is made with reference to the following facts: (b)(2)

WHEREAS, a dispute resulting in a lawsuit has existed between FDIC and DEFENDANTS; and

WHEREAS, FDIC and DEFENDANTS desire to compromise, terminate and settle the civil action as between themselves and settle all claims and demands of any nature whatsoevet that the parties made in the matter entitled *FDIC, as conservator of IndyMac Federal Bank, F.S.B. fka IndyMac Bank vs. Just Mortgage, Inc., et al.*, Los Angeles Superior Court, Case No. BC384487 (hereinafter the "subject civil action"), as well as the claims and demands of any nature whatsoever that the parties may have against each other resulting from or in any way arising out of any and all subject matter relating to the loans sold by JMI to IndyMac Bank, FSB; and

WHEREAS, FDIC and DEFENDANTS have already executed a mutual settlement and release agreement (hereafter, "Mediation Settlement Agreement"), which is attached hereto as Exhibit "A" and incorporated fully herein by reference,

NOW THEREFORE, in consideration of the mutual covenants herein contained and concurrently with the execution hereof, the parties hereto, agree as follows:

1. JMI shall pay to the FDIC the sum of Seven Hundred Thousand Dollars ($700,000.00) payable in monthly installments as follows:

$25,000	on June 1, 2009
$25,000	on July 1, 2009

$25,000 on August 1, 2009

$25,000 on September 1, 2009

Beginning October 1, 2009 JMI shall pay to FDIC the sum of $15,000.00 per month for forty (40) consecutive months with the monthly payments due on the first day of each month until the sum of $700,000.00 has been paid in full. Payments are due on the 1st day of each month, shall be made by check or draft made payable to "Snipper Wainer & Markoff Trust Account," and sent to Maurice Wainer, Esq., 270 North Canon Drive, Penthouse, Beverly Hills, CA 90210.

2. Concurrently with the signing and delivery of this Agreement, JMI shall execute a Stipulation for Entry of Judgment in the form attached hereto as Exhibit "B." The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), which is attached hereto as Exhibit "C." Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Agreement. The Judgment (Pursuant to Stipulation) shall not be entered so long as JMI performs under the terms of this Agreement.

3. In the event of an uncured default by JMI failing to make a timely payment to the FDIC as set forth in this Agreement, the FDIC shall give written notice via email or fax of the default and notice of intent to enter Judgment (Pursuant to Stipulation) to JMI at: Yeroushalmi & Associates, c/o Kenneth Ralidis, Esq., 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010, F: [redacted]

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

4. JMI shall have fifteen (15) calendar days from receipt of the notice of intent to enter Judgment to cure the default. If JMI fails to cure the default within fifteen (15) calendar days, the FDIC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) and enforce said Judgment against JMI less any consideration already received by the FDIC pursuant to the settlement. Judgment may be entered by *ex parte* motion.

5. JEUNG and CHOI each personally guarantee the payment of the first $250,000.00 due from JMI on the terms reflected by the Mediation Settlement Agreement

attached hereto as Exhibit "A."

6. Concurrently with the signing and delivery of this Agreement, JEUNG and CHOI shall execute a Stipulation for Entry of Judgment in the form attached hereto as Exhibit "B," in which they agree to personally guarantee the payment of the first $250,000 (two hundred fifty thousand dollars) due to the FDIC. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached hereto as Exhibit "C." Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Agreement. The Judgment (Pursuant to Stipulation) shall not be entered so long as JEUNG and CHOI perform under the terms of this Agreement with respect to the first $250,000 (two hundred fifty thousand dollars) due to the FDIC.

7. JEUNG and CHOI agree to pay and perform in accordance with the terms of the indebtedness between the FDIC and JMI as to the first $250,000.00 (two hundred fifty thousand dollars) owing, without requiring the FDIC to exercise, pursue or enforce any right or remedy the FDIC has against JMI. In the event of an uncured default by JMI failing to make a timely payment on the first $250,000 (two hundred fifty thousand dollars), JEUNG and CHOI shall be jointly and severally liable for such amount in default, and the FDIC may, at its sole discretion, seek to enter Judgment (Pursuant to Stipulation) against JEUNG and CHOI up to an aggregate sum of $250,000, less credit for any payments made by any Defendant hereunder or under Exhibit "A." The FDIC shall give written notice to JEUNG and CHOI via email or fax of the default and notice of intent to enter Judgment (Pursuant to Stipulation) at: Yeroushalmi & Associates, c/o Kenneth Ralidis, Esq., 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010, F: [redacted]

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

8. JEUNG and CHOI shall have fifteen (15) calendar days from receipt of the notice of intent to enter Judgment to cure the default. If JEUNG and CHOI fail to cure the default within fifteen (15) calendar days, the FDIC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) in the sum of $250,000, and enforce said Judgment against JEUNG and CHOI less any consideration already

received by the FDIC pursuant to the settlement. Judgment may be entered by *ex parte* motion. After that first $250,000 is paid to the FDIC, by any of the DEFENDANTS, pursuant hereto and/or pursuant to Exhibit "A" hereto, all rights of the FDIC to pursue collection against JEUNG and CHOI are extinguished.

9. This Agreement, the Mediation Settlement Agreement and the Stipulation for Entry of Judgment executed by JMI, JUENG and CHOI shall be fully and completely enforceable pursuant to Code of Civil Procedure §664.6 upon the motion of any party.

10. Each party agrees to take all actions to dismiss the subject civil action but to have the Court retain jurisdiction to enforce this Agreement.

11. The FDIC agrees to execute all documents prepared by counsel for DEFENDANTS subject to reasonable approval of counsel, which shall not be unreasonably withheld, causing the sum of $7,098.05 to be released from the Los Angeles County Sheriff pursuant to levies made prior to execution of the Mediation Settlement Agreement.

12. The FDIC and DEFENDANTS agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any material information relating to the contents or terms of this Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); (3) necessary in any legal proceeding or collection effort initiated by the FDIC to recover all or any portion of the settlement funds; or (4) necessary in any legal proceeding to enforce any provision of this Agreement. The FDIC and DEFENDANTS may disclose the terms of this Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to maintain the confidentiality of this Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Agreement are needed by those professionals. The parties must keep confidential all documents exchanged and produced or viewed at

mediation except that these documents may be provided on a need to know basis to FDIC personnel, whom shall keep them strictly confidential within the terms and conditions of this clause.

13. Each party to this Agreement shall bear all its costs, expenses and attorney's fees incurred in connection with the subject civil action. No party shall have the right to seek reimbursement for any such costs, attorney's fees or expenses from any other party hereto.

14. This Agreement is made only for the benefit of the parties hereto and their valid successors and assigns, and is not intended to confer any rights or benefits whatsoever upon persons or entities who are not parties to this Agreement except as expressly provided for herein.

15. Mutual Release of all Claims:

(A) This Agreement covers and includes all claims of every kind and nature, past, present, known and unknown, suspected or unsuspected, which the parties hereto may have against each other related to or arising out of the loans sold by JMI to IndyMac. The parties to this Agreement further waive any and all rights or claims against each other under §1542 of the California Civil Code which provides

> "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 effected his or her settlement with the debtor."

Each of the parties does hereby waive and relinquish all rights and benefits he has or may have under §1542 of the California Civil Code to the full extent that he may lawfully waive all such rights and benefits pertaining to the subject matters of this Agreement.

(B) Except for the obligations provided for herein, DEFENDANTS hereby expressly and fully release, acquit and forever discharge the FDIC, together with FDIC's agents, employees, affiliates, officers, directors and shareholders, attorneys, insurance companies, servants, assigns, predecessors, successors, heirs, executors and administrators (all of the foregoing persons and entities hereinafter collectively referred to as the "FDIC Releasees") of

and from any and all claims, debts, liabilities, liens, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, attorney's fees and compensation of every nature, character and description which each party now holds or has or at any time held or may hereafter hold against the FDIC Releasees on account of or in any way arising out of any or all known or unknown, foreseen and unforeseen, injuries, damages, lost profits and consequences thereof resulting from or in any way arising out of any and all subject matter relating to the loans sold by JMI to IndyMac.

(C) Except for the obligations provided for herein, FDIC hereby expressly and fully release, acquit and forever discharge DEFENDANTS, together with DEFENDANTS' agents, employees, affiliates, officers, directors and shareholders, attorneys, insurance companies, servants, assigns, predecessors, successors, heirs, executors and administrators (all of the foregoing persons and entities hereinafter collectively referred to as the "JMI Releasees") of and from any and all claims, debts, liabilities, liens, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, attorney's fees and compensation of every nature, character and description which each party now holds or has or at any time held or may hereafter hold against the JMI Releasees on account of or in any way arising out of any or all known or unknown, foreseen and unforeseen, injuries, damages, lost profits and consequences thereof resulting from or in any way arising out of any and all subject matter relating to the loans sold by JMI to IndyMac.

16. This Agreement constitutes a compromise and settlement of claims which are denied and contested and nothing in this Agreement, or any document referred to herein, nor any act (including, but not limited to, the execution of this Agreement and/or the payment of the consideration for this Agreement) of any party hereto, nor any transaction occurring between any parties hereto prior to the date hereof, is or shall be treated, construed or deemed as an admission by any party hereto of any liability, fault, validity of any claims, responsibility or guilt of any kind to any other party hereto or to any person, as to any allegation or claim in the subject civil action or otherwise, for any purpose whatsoever, all such liability, fault, responsibility and guilt

of any kind being expressly denied by the parties.

17. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by an Agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.

18. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement, that all such negotiations were arms length, and that they have executed this Agreement with the consent and upon the advice of said independent counsel, and not upon the advice or counsel of any other party hereto.

19. This Agreement may be pleaded as a full and complete defense to, and the parties hereby consent that it may be used as the basis for an injunction against any action, suit or other proceeding based on claims released by this Agreement.

20. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and including the feminine and neuter, and the singular to refer to and include the plural, and vice versa. Whenever reference is made to one or more individuals or entities, it is understood that such reference shall include the individual's or entity's spouse, predecessors, decedents, ancestors, dependents, heirs, executors, administrators, assigns, successors, agents, employees, employers and counsel. This will be true regardless of whether or not such individuals are specifically identified or named herein, as opposed to being described as members of a group or in any other general terms.

21. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature by facsimile is acceptable, and by transmitting such facsimile signatures, the parties each represent and warrant thereby that they will promptly, upon request, transmit the original to the other party by mail, messenger or overnight courier to the other party provided, however, that failure to do so will not affect the enforceability of this Agreement.

22. This Agreement constitutes the entire Agreement between the parties hereto and

the terms of this Agreement are contractual and are not mere recitals. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any party except those covenants and Agreements embodied in this Agreement.

23. All questions with respect to the construction or interpretation of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. This Agreement shall be deemed to have been executed in the Central District of the Los Angeles County, in the State of California. In the event of any dispute or claim in law or equity arising between the parties regarding this Agreement or any resulting transaction, the parties agree that venue for such action will be in Superior Court of Los Angeles County, California.

DATED: 7-14, 2009

FDIC, as Conservator and Receiver of IndyMac Federal Bank, F.S.B. fka IndyMac Bank, FSB

[redacted] (b)(6)

Signature

Richard S. Gill, Counsel

Print Name and Title

DATED: _____, 2009

JUST MORTGAGE, INC.,
A California corporation

_____

Signature

_____

Print Name and Title

DATED: _____, 2009

ELIZABETH YUNSIL JEUNG

_____

Signature

the terms of this Agreement are contractual and are not mere recitals. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any party except those covenants and Agreements embodied in this Agreement.

23. All questions with respect to the construction or interpretation of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. This Agreement shall be deemed to have been executed in the Central District of the Los Angeles County, in the State of California. In the event of any dispute or claim in law or equity arising between the parties regarding this Agreement or any resulting transaction, the parties agree that venue for such action will be in Superior Court of Los Angeles County, California.

DATED: _____, 2009

FDIC, as Conservator and Receiver of IndyMac Federal Bank, F.S.B. fka IndyMac Bank, FSB

_____
Signature

_____
Print Name and Title

DATED: July 14, 2009

JUST MORTGAGE, INC.,
A California corporation

[redacted] (b)(6)

(b)(6) BRYAN CHOI, PRESIDENT
Print Name and Title

DATED: July 14th, 2009

ELIZABETH YUNSIL JEUNG

[redacted] (b)(6)

(b)(6) [redacted]

DATED: 7/14, 2009

BRYAN CHOI

(b)(6)

APPROVED AS TO FORM AND CONTENT:

DATE:

SNIPPER, WAINER & MARKOFF

(b)(6)

BY

MAURICE WAINER
Attorneys for
FDIC, as Conservator and Receiver of
IndyMac Federal Bank, F.S.B. fka IndyMac
Bank

DATED: _____, 2009

LAW OFFICES OF KENNETH W.
RALIDIS

(b)(6)

BY:

KENNETH W. RALIDIS
Attorneys for
JUST MORTGAGE, INC., ELIZABETH
YUNSIL JEUNG and BRYAN CHOI

(b)(6)

DATED: 7/14, 2009

BRYAN CHOI

(b)(6)

APPROVED AS TO FORM AND CONTENT:

DATE:

SNIPPER, WAINER & MARKOFF

BY:_____
MAURICE WAINER
Attorneys for
FDIC, as Conservator and Receiver of
IndyMac Federal Bank, F.S.B. fka IndyMac
Bank

DATED: _____, 2009

LAW OFFICES OF KENNETH W.
RALIDIS

(b)(6)

BY:_____
KENNETH W. RALIDIS
Attorneys for
JUST MORTGAGE, INC., ELIZABETH
YUNSIL JEUNG and BRYAN CHOI

(b)(6)

(b)(2)

LIMS Nr [redacted]
DIF/Mortgage Fraud

RECEIVED 1/4/10

ENTERED 1/4/10

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

(b)(2)

This Agreement is made and entered into on the latest date of any signature below between the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of INDYMAC FEDERAL BANK, F.S.B. (hereinafter referred to as "FDIC"), and RICHARD DINTINO and HUI TI aka HUI TI CHIANG aka CHIANG HUI TI (hereinafter collectively the "DINTINOS") and is made with reference to the following facts:

WHEREAS, a dispute has existed between FDIC and the Dintinos;

WHEREAS, on September 5, 2003, Indymac Bank filed an action against Richard Dintino alleging causes of action for: (1) breach of contract; (2) money lent; and (3) unjust enrichment. San Diego Superior Court, Case No. GIC817333. The Court granted judgment against Richard Dintino, which was modified following the Decision of the Court of Appeal, Fourth Appellate District (hereinafter the "San Diego Judgment");

WHEREAS, FDIC filed an action against the Dintinos entitled *Federal Deposit Insurance Corporation vs. Richard Dintino, et al.*, Contra Costa County Superior Court, Case No. C08–00669 (hereinafter the "Subject Civil Action"); and

WHEREAS, FDIC and the Dintinos desire to compromise, terminate and settle the Subject Civil Action and the San Diego Judgment as between themselves and settle all claims and demands of any nature whatsoever that the parties may have against each other, and each of them, relating in any way to all claims, actions, causes of action, demands, liens, rights, damages, costs, loss of services, expenses or fees, including, but not limited to, those that arise out of or are in any way related to the claims made by each of the parties in the Subject Civil Action.

NOW THEREFORE, in consideration of the mutual covenants herein contained and concurrently with the execution hereof, the parties hereto, agree as follows:

1. The recitals set forth above are incorporated herein, hereat, verbatim as though set forth in full.

2. The Dintinos shall pay to FDIC the sum of One Hundred Twenty-Five Thousand Dollars ($125,000.00), payable to Snipper, Wainer & Markoff in Trust for FDIC within five (5) days of execution of this Agreement.

3. Each party to this Agreement shall bear all its costs, expenses and attorney's fees incurred in connection with the Subject Civil Action. No party shall have the right to seek reimbursement for any such costs, attorney's fees or expenses from any other party hereto.

4. **Mutual Release of All Claims.**

A. Except as set forth herein, this Agreement covers and includes all claims of every kind and nature, past, present, known and unknown, suspected or unsuspected, which the parties hereto may have against each other, related to or arising out of the allegations of the Complaint

in the Subject Civil Action. The parties to this Agreement further waive any and all rights or claims against each other under § 1542 of the California Civil Code, which provides:

> 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 effected his or her settlement with the debtor.

Each of the parties does hereby waive and relinquish all rights and benefits he, she, or it has or may have under § 1542 of the California Civil Code to the full extent that he, she, or it may lawfully waive all such rights and benefits pertaining to the subject matters of this Agreement.

B. Except for the obligations expressly provided for herein, the Dintinos hereby expressly and fully release, acquit and forever discharge the FDIC, together with FDIC's agents, employees, affiliates, officers, directors and shareholders, attorneys, insurance companies, servants, assigns, predecessors, successors, heirs, executors and administrators of Indymac Bank (all of the foregoing persons and entities hereinafter collectively referred to as the "FDIC Releasees") of and from any and all claims, debts, liabilities, liens, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, attorney's fees and compensation of every nature, character and description which each party now holds or has or at any time held or may hereafter hold against the FDIC Releasees on account of or in any way arising out of any or all known or unknown, foreseen and unforeseen, injuries, damages, lost profits and consequences thereof resulting from or in any way arising out of the San Diego Judgment, the claims in the Subject Civil Action.

C. Except for the obligations provided for herein, FDIC hereby expressly and fully release, acquit and forever discharge the Dintinos, together with the Dintinos' agents, employees, affiliates, officers, directors and shareholders, attorneys, insurance companies, servants, assigns, predecessors, successors, heirs, executors and administrators (all of the foregoing persons and entities hereinafter collectively referred to as the "Dintinos' Releasees") of and from any and all claims, debts, liabilities, liens, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, attorney's fees and compensation of every nature, character and description which each party now holds or has or at any time held or may hereafter hold against the Dintinos' Releasees on account of or in any way arising out of any or all known or unknown, foreseen and unforeseen, injuries, damages, lost profits and consequences thereof resulting from or in any way arising out of the San Diego Judgment, and the claims in the Subject Civil Action.

D. Notwithstanding any other provision, by this Agreement, the FDIC does not release, and expressly preserves fully, and to the same extent as if the Agreement had not been executed, any action taken by any other federal agency. FDIC shall provide an Acknowledgment of Satisfaction of Judgment in the form attached hereto as Exhibit A to the Dintinos within ten (10) days of the payment of $125,000.00 referenced in paragraph 2 of this Agreement. In addition, this Agreement does not purport to waive, or intent 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.

E. Within ten (10) days of the payment referred to in paragraph 2 of this Agreement, FDIC shall dismiss the Subject Civil Action with prejudice. Each side shall bear their own attorneys' fees and costs.

F. Notwithstanding any provision in this Agreement, FDIC does not release and expressly fully preserves, to the same extent as if this Agreement had not been executed, any claim the FDIC has against the Dintinos with respect to indebtedness secured by the Dintinos by any property not referred to in this Agreement, the Subject Civil Action, or the claims underlying the San Diego Judgment.

5. This Agreement constitutes a compromise and settlement of claims which are denied and contested. Nothing in this Agreement, or any document referred to herein, nor any act (including, but not limited to, the execution of this Agreement and/or the payment of the consideration for this Agreement) of any party hereto, nor any transaction occurring between any parties hereto prior to the date hereof, is or shall be treated, construed or deemed as an admission by any party hereto of any liability, fault, validity of any claims, responsibility or guilt of any kind to any other party hereto or to any person, as to any allegation or claim in the Subject Civil Action or otherwise, for any purpose whatsoever, all such liability, fault, responsibility and guilt of any kind being expressly denied by the parties.

6. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by an Agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.

7. FDIC warrants and represents that as to any released claim, it is the sole and absolute owner thereof, free and clear of all other rights and interests therein and has the right, ability and sole power to release such claims. Further, FDIC represents and warrants that no right, claim, cause of action, demand, or any part thereof, which either of them has against Dintino and/or Chiang has been or will be assigned, granted or transferred in any way to any other person, entity, firm or corporation, in any manner, including by subrogation.

8. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement, that all such negotiations were arms length, and that they have executed this Agreement with the consent and upon the advice of said independent counsel, and not upon the advice of counsel of any other party hereto.

9. This Agreement may be pleaded as a full and complete defense to, and the parties hereby consent that it may be used as the basis for an injunction against any action, suit or other proceeding based on claims released by this Agreement.

10. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and including the feminine and neuter, and the singular to refer to and include the plural, and vice versa. Whenever reference is made to one or more individuals or entities, it is understood that such reference shall include the individual's or entity's predecessors, decedents, ancestors, dependents, heirs, executors, administrators, assigns, successors, agents, employees, employers and counsel. This will be true regardless of whether or not such

individuals are specifically identified or named herein, as opposed to being described as members of a group or in any other general terms.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature by facsimile is acceptable, and by transmitting such facsimile signatures, the parties each represent and warrant thereby that they will promptly, upon request, transmit the original to the other party by mail, messenger or overnight courier to the other party provided, however, that failure to do so will not affect the enforceability of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties hereto and the terms of this Agreement are contractual and are not mere recitals. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any party except those covenants and Agreements embodied in this Agreement.

13. All questions with respect to the construction or interpretation of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California This Agreement shall be deemed to have been executed in Los Angeles County, in the State of California. In the event of any dispute or claim in law or equity arising between the parties regarding this Agreement or any resulting transaction, the parties agree that venue for such action will be in the Superior Court of Contra Costa County, California.

DATED: July 17, 2009

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

(b)(6)

Jack S. Duncan, Senior Attorney
Print Name and Title

DATED: _____, 2009

RICHARD DINTINO

Signature

DATED: _____, 2009

HUI TI aka HUI TI CHIANG aka CHIANG HUI TI

Signature

individuals are specifically identified or named herein, as opposed to being described as members of a group or in any other general terms.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature by facsimile is acceptable, and by transmitting such facsimile signatures, the parties each represent and warrant thereby that they will promptly, upon request, transmit the original to the other party by mail, messenger or overnight courier to the other party provided, however, that failure to do so will not affect the enforceability of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties hereto and the terms of this Agreement are contractual and are not mere recitals. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any party except those covenants and Agreements embodied in this Agreement.

13. All questions with respect to the construction or interpretation of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. This Agreement shall be deemed to have been executed in Los Angeles County, in the State of California. In the event of any dispute or claim in law or equity arising between the parties regarding this Agreement or any resulting transaction, the parties agree that venue for such action will be in the Superior Court of Contra Costa County, California.

DATED: _____, 2009

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

_____
Signature

_____
Print Name and Title

DATED: 7/22/09, 2009

RICHARD DINTINO (b)(6)

(b)(6)

DATED: 07/22, 2009

HUI TI aka HUI TI CHIANG aka CHIANG HUI TI

(b)(6)

CAUSE NO. 200708040

FDIC,	§	IN THE DISTRICT COURT OF
PLAINTIFF	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
TICOR TITLE INSURANCE	§	
COMPANY, et al.,	§	
DEFENDANTS	§	295TH JUDICIAL DISTRICT

CONFIDENTIAL SETTLEMENT & RELEASE AGREEMENT

This Confidential Settle & Release Agreement ("Agreement") is made by and among Plaintiff IndyMac Bank FSB ("IndyMac") and Defendant Curly Johnson ("Johnson") to be effective the 6th day of ~~July~~ August 2009.

Recitals

1. IndyMac filed an action in the District Court of Harris County, Texas, styled *IndyMac Bank FSB v. Ticor Title Insurance Company, et al.*, bearing Cause No. 200708040 (the "Pending Litigation"). After filing the Pending Litigation, the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (the "FDIC") inserted itself in the lawsuit and is the current Plaintiff.

2. Johnson denies the allegations made in the Pending Litigation.

3. In order to avoid the uncertainties, annoyance and expense of further litigation, the FDIC and Johnson (the "Parties") have agreed, without any party making any admission to any other party, to settle all claims that are subject of or could have been asserted in the Pending Litigation.

Agreements, Covenants and Releases

4. For and in consideration of the agreements, covenants and releases set forth herein, Johnson agrees to pay IndyMac the sum of $2,500, in the form of a Bank of America Cashier's

(b)(6) Check bearing the number [redacted].

5. In further consideration of the agreements, covenants and releases set forth herein, the FDIC, and its employees, agents, attorneys, and representatives, hereby forever RELEASE, ACQUIT, AND DISCHARGE Johnson from and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any and all claims, demands, liabilities or causes of action asserted in the Pending Litigation. By this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the Pending Litigation.

6. In further consideration of the agreement, covenants and releases set forth herein, Johnson hereby RELEASES, ACQUITS, AND DISCARGES IndyMac, IndyMac Federal Bank, FSB, the FDIC as Conservator for IndyMac Federal Bank, FSB, and the FDIC as Receiver for IndyMac Federal Bank, FSB its employees, agents attorneys, and representatives form and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any an all claims, demands, liabilities or causes of action asserted in the Pending Litigation.

7. No party to this Agreement makes any acknowledgement or admission of any liability to any other party to this Agreement, and each party expressly agrees that this Agreement is made for the sole purpose of compromising a claim that is disputed as to validity and amount.

8. The Parties intend this Agreement to be only for the benefit of the Parties and those persons release by Paragraphs 6 and 7 hereof. The Parties intend not to create any rights for any other person, and intend that there be no third-party beneficiaries of this Agreement.

9. Each party represents that it has carefully read and fully understands all of the provisions of this Agreement, that it has been given the opportunity to fully discuss the contents of this Agreement with independent counsel of its choice and has done so, and that it is voluntarily entering into this Agreement. Each party executing the Agreement represents to the others that he has full authority to execute and deliver this Agreement on behalf of the party for which he is signing.

10. This Agreement reflects the entire agreement between the parties. There are no other agreements, either written or oral, and the execution and delivery of this written Agreement supersedes any and all prior representations, negotiations or agreements pertaining to the subject matter thereof, all of which are deemed merged herein.

11. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute but a single agreement, and each of which shall be deemed an original.

12. This Agreement shall be governed and construed by the substantive laws of the state of Texas, without regard to the choice of law rules of Texas or of any other jurisdiction.

13. In further consideration of the agreements, covenants and releases set forth herein, IndyMac shall cause its attorney to file all necessary pleadings required to effect the dismissal of the Pending Litigation against the Johnson with prejudice.

14. The Parties agree that they shall not reveal to anyone, unless compelled to do so by a court of competent jurisdiction or as may be mutually agreed to in writing, any of the terms of this Settlement Agreement, or any of the amounts, parties, numbers or terms and conditions of any sums payable to the FDIC. The Parties may disclose that they have settled their claim, but may not disclose the terms of the Settlement Agreement. This confidentiality provisions does not prohibit the FDIC from complying with its mandatory reporting requirements. Accordingly, the FDIC is expressly permitted to make such disclosures as required pursuant to applicable law, including, but not limited to the Financial Institutions Reform Recovery and Enforcement Act of 1989.

(b)(6) _____ [redacted] _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

_____

CURLY JOHNSON

VERIFICATION

Commonwealth of Virginia
THE STATE OF ~~TEXAS~~ §
Arlington §
COUNTY OF ~~HARRIS~~ §

Before me, the undersigned authority, on this day personally appeared the authorized representative of the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB, know to me to be the person who executed the foregoing instrument who, after being duly sworn by me, did upon oath depose and state that (s)he is fully competent to make this Verification and acknowledged to me that (s)he executed it for the purpose and considerations expressed in it, in the capacities therein stated.

Given under my hand and seal of office this 6 day of ~~July~~ August, 2009.

(b)(6) [redacted]

Notary Public in and for the ~~State of Texas~~ Commonwealth of Virginia
~~City of~~ Arlington County

My Commission Expires: 11-30-2010

Susan Schwartzbart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029579
My Commission Expires
November 30, 2010

CAUSE NO. 200708040

FDIC,	§	IN THE DISTRICT COURT OF
PLAINTIFF	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
TICOR TITLE INSURANCE	§	
COMPANY, et al.,	§	
DEFENDANTS	§	295TH JUDICIAL DISTRICT

CONFIDENTIAL SETTLEMENT & RELEASE AGREEMENT

This Confidential Settle & Release Agreement ("Agreement") is made by and among Plaintiff IndyMac Bank FSB ("IndyMac") and Defendant Curley Johnson ("Johnson") to be effective the _____ day of July 2009.

Recitals

1. IndyMac filed an action in the District Court of Harris County, Texas, styled *IndyMac Bank FSB v. Ticor Title Insurance Company, et al.*, bearing Cause No. 200708040 (the "Pending Litigation"). After filing the Pending Litigation, the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (the "FDIC") inserted itself in the lawsuit and is the current Plaintiff.

2. Johnson denies the allegations made in the Pending Litigation.

3. In order to avoid the uncertainties, annoyance and expense of further litigation, the FDIC and Johnson (the "Parties") have agreed, without any party making any admission to any other party, to settle all claims that are subject of or could have been asserted in the Pending Litigation.

Agreements, Covenants and Releases

4. For and in consideration of the agreements, covenants and releases set forth herein, Johnson agrees to pay IndyMac the sum of $2,500, in the form of a Bank of America Cashier's

(b)(6) Check bearing the number

5. In further consideration of the agreements, covenants and releases set forth herein, the FDIC, and its employees, agents, attorneys, and representatives, hereby forever RELEASE, ACQUIT, AND DISCHARGE Johnson from and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any and all claims, demands, liabilities or causes of action asserted in the Pending Litigation. By this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the Pending Litigation.

6. In further consideration of the agreement, covenants and releases set forth herein, Johnson hereby RELEASES, ACQUITS, AND DISCARGES IndyMac, IndyMac Federal Bank, FSB, the FDIC as Conservator for IndyMac Federal Bank, FSB, and the FDIC as Receiver for IndyMac Federal Bank, FSB its employees, agents attorneys, and representatives form and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any an all claims, demands, liabilities or causes of action asserted in the Pending Litigation.

7. No party to this Agreement makes any acknowledgement or admission of any liability to any other party to this Agreement, and each party expressly agrees that this Agreement is made for the sole purpose of compromising a claim that is disputed as to validity and amount.

8. The Parties intend this Agreement to be only for the benefit of the Parties and those persons release by Paragraphs 6 and 7 hereof. The Parties intend not to create any rights for any other person, and intend that there be no third-party beneficiaries of this Agreement.

9. Each party represents that it has carefully read and fully understands all of the provisions of this Agreement, that it has been given the opportunity to fully discuss the contents of this Agreement with independent counsel of its choice and has done so, and that it is voluntarily entering into this Agreement. Each party executing the Agreement represents to the others that he has full authority to execute and deliver this Agreement on behalf of the party for which he is signing.

10. This Agreement reflects the entire agreement between the parties. There are no other agreements, either written or oral, and the execution and delivery of this written Agreement supersedes any and all prior representations, negotiations or agreements pertaining to the subject matter thereof, all of which are deemed merged herein.

11. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute but a single agreement, and each of which shall be deemed an original.

12. This Agreement shall be governed and construed by the substantive laws of the state of Texas, without regard to the choice of law rules of Texas or of any other jurisdiction.

13. In further consideration of the agreements, covenants and releases set forth herein, IndyMac shall cause its attorney to file all necessary pleadings required to effect the dismissal of the Pending Litigation against the Johnson with prejudice.

14. The Parties agree that they shall not reveal to anyone, unless compelled to do so by a court of competent jurisdiction or as may be mutually agreed to in writing, any of the terms of this Settlement Agreement, or any of the amounts, parties, numbers or terms and conditions of any sums payable to the FDIC. The Parties may disclose that they have settled their claim, but may not disclose the terms of the Settlement Agreement. This confidentiality provisions does not prohibit the FDIC from complying with its mandatory reporting requirements. Accordingly, the FDIC is expressly permitted to make such disclosures as required pursuant to applicable law, including, but not limited to the Financial Institutions Reform Recovery and Enforcement Act of 1989.

THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

(b)(6) [redacted]

CURLEY JOHNSON

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared the authorized representative of the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB, know to me to be the person who executed the foregoing instrument who, after being duly sworn by me, did upon oath depose and state that (s)he is fully competent to make this Verification and acknowledged to me that (s)he executed it for the purpose and considerations expressed in it, in the capacities therein stated.

Given under my hand and seal of office this _____ day of July, 2009.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Curley Johnson, know to me to be the person who executed the foregoing instrument who, after being duly sworn by me, did upon oath depose and state that he is fully competent to make this Verification and acknowledged to me that he executed it for the purpose and considerations expressed in it, in the capacities therein stated.

Given under my hand and seal of office this 5th day of ~~July~~ August, 2009.

(b)(6)

LIZETH A. GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 29, 2012

[redacted]
Notary Public in and for the State of Texas

My Commission Expires: February 29, 2012.

IndyMac and Johnson Settlement Initials [redacted] Initials _____ (b)(6)

No. 2007-08040

The Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB	§	IN THE DISTRICT COURT
Plaintiffs,	§	
v.	§	333RD JUDICIAL DISTRICT
Ticor Title Insurance Company; AmeriPoint Title Houston; Raul Ramos; Boehck Mortgage Company; Michael A. Moten; Charles R. Davis; James B. Banks; B Interests, Inc. d/b/a First Houston Appraisal; Denise G. Bradford; Telron C. Bradford; Kelli L. Zintgraff a/k/a Kelli L. Aikin; Ryan E. Zintgraff a/ka Ryan E. Aikin; Steven Bowen; Diane C. Fitzpatrick d/b/a Fitzpatrick & Associates and DC Consultants Builders, Inc.; Ron Wilson a/k/a Ronnie Wilson; Tina Wilson; Curley Johnson; and Michael Levitin.	§	HARRIS COUNTY, TEXAS
Defendants.	§	

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into on its date of execution by:

"Claimant": FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

"Defendants": AMERIPOINT TITLE HOUSTON, LLC AND RAUL RAMOS

RECITALS

A. The Claimant and Defendants (Claimant and Defendants are hereafter referred to singularly as "Party" or collectively as the "Parties") have agreed to a settlement of the claims and causes of action asserted, or that could have been asserted against Defendants, in the above-entitled and numbered cause ("the Litigation").

B. This Settlement Agreement is in full settlement and discharge of all matters asserted in or related to the Litigation, and all unasserted but potential matters of controversy that could have been brought in the Litigation by Claimant against Defendants, or by Defendants against Claimant.

C. Claimant and Defendants desire to enter into this Settlement Agreement in order to provide for the agreed-upon payment in full settlement and discharge of all claims by Claimant against Defendants, and by Defendants against Claimant, which are, or might have been, the subject of the Litigation, upon the terms and conditions set forth herein.

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

AGREEMENT

1. CLAIMANT'S RELEASE AND DISCHARGE

In consideration of the payment called for herein, the Claimant for itself, its predecessors, successors, assigns, agents, representatives, beneficiaries, employees, associates, affiliates, partners, partnerships, limited partnerships, limited liability partnerships, corporations, professional corporations, companies, limited liability companies, firms, entities, insurers, and/or attorneys (hereinafter collectively referred to as "Claimant") hereby completely releases and forever discharges Defendants, their agents, officers, shareholders, directors, representatives, insurers, employees, and attorneys (hereinafter collectively referred to as "Defendants") from any and all past, present or future claims, demands, damages, expenses, obligations, actions, causes of action, rights, liens, subrogation interests, and compensation of any nature whatsoever, whether based on tort, contract, statute, or other theory of recovery, which the Claimant now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are

the subject of the Litigation and all related pleadings. By this Settlement Agreement, Claimant does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the subject of the Litigation and all related pleadings.

2. DEFENDANTS' RELEASE AND DISCHARGE

In consideration of the release and dismissal of Claimant's claims herein, Defendants for themselves, their predecessors, successors, assigns, agents, representatives, beneficiaries, employees, associates, affiliates, partners, partnerships, limited partnerships, limited liability partnerships, corporations, professional corporations, companies, limited liability companies, firms, entities, insurers, and/or attorneys hereby completely release and forever discharge IndyMac Bank, FSB, IndyMac Federal Bank, FSB, Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB and as Conservator for IndyMac Federal Bank, FSB, and their agents, officers, shareholders, directors, representatives, insurers, employees, and attorneys from any and all past, present or future claims, including but not limited to claims for attorney fees and sanctions, demands, damages, expenses, obligations, actions, causes of action, rights, liens, subrogation interests, and compensation of any nature whatsoever, whether based on tort, contract, statute, or other theory of recovery, which the Defendants now have, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the Litigation and all related pleadings.

3. PAYMENT

In consideration of the release set forth above, it is agreed that Defendants shall cause to be made a cash payment in the total amount of Five Thousand and No/100 Dollars ($5,000.00) made payable to the FDIC as Receiver for IndyMac Federal Bank, FSB.

4. ATTORNEY'S FEES

Each Party hereto shall bear all attorney's fees arising from the actions of its own counsel in connection with the Litigation, this Settlement Agreement and the matters and documents referred to herein, and all related matters.

5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Claimant represents and warrants that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; and that the Claimant has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that the Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

7. REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Parties represent that they have completely read the terms of this Settlement Agreement, that the terms have been fully explained to the Parties by their respective attorneys, and that all terms of this Agreement are fully understood and voluntarily accepted by them.

8. GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

9. ADDITIONAL DOCUMENTS

9.1 All the Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect of the basic terms and intent of this Settlement Agreement.

9.2 None of the Parties released have made any representations concerning, nor shall they be responsible in any manner for, the income tax consequences to the Claimant by reason of the Claimant's execution of this Settlement Agreement, or any payment made pursuant to this Settlement Agreement.

10. EFFECTIVENESS

This Settlement Agreement shall become effective following execution by the Parties herein.

CAUTION: READ THIS BEFORE SIGNING

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

(b)(6) By: [redacted]

Its: Counsel

Date: 6th day of August, 2009

Commonwealth
STATE OF Virginia §
§
COUNTY OF Arlington §

Before me, the undersigned authority, on this day personally appeared Richard S. Gill, known to me to be an authorized representative of the FDIC as Receiver for IndyMac Federal Bank, FSB, whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he/she read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this 6 day of ~~July~~ August, 2009.

(b)(6) [redacted]

NOTARY PUBLIC ~~STATE~~ OF Virginia Commonwealth

Susan Schwartzbart

Printed Name of Notary Public

My commission expires:
11-30-2010

Susan Schwartzbart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029573
My Commission Expires
November 30, 2010

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

AMERIPOINT TITLE HOUSTON, LLC

(b)(6)

By: [redacted]

Its: President - CEO

Date: July 31st, 2009

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally appeared W. Allen Shindler known to me to be an authorized representative of AmeriPoint Title Houston, LLC, whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he/she read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this 31st day of July, 2009.

(b)(6) [redacted]

NOTARY PUBLIC STATE OF TEXAS

ANN E WILBANKS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 25, 2011

Printed Name of Notary Public

My commission expires:

20050712.20070212/581780.1

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

[redacted] (b)(6)

Raul Ramos

STATE OF TEXAS §
§
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Raul Ramos, known to me to be the person whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO before me on this 30 day of July, 2009.

[redacted] (b)(6)

NOTARY PUBLIC STATE OF TEXAS

PAMELA G. EVANS
Notary Public, State of Texas
My Commission Expires 06/17/2011

Printed Name of Notary Public

My commission expires:

_____

No. 2007-08040

The Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB	§	IN THE DISTRICT COURT
Plaintiffs,	§	
v.	§	333RD JUDICIAL DISTRICT
Ticor Title Insurance Company; AmeriPoint Title Houston; Raul Ramos; Boehck Mortgage Company; Michael A. Moten; Charles R. Davis; James B. Banks; B Interests, Inc. d/b/a First Houston Appraisal; Denise G. Bradford; Telron C. Bradford; Kelli L. Zintgraff a/k/a Kelli L. Aikin; Ryan E. Zintgraff a/ka Ryan E. Aikin; Steven Bowen; Diane C. Fitzpatrick d/b/a Fitzpatrick & Associates and DC Consultants Builders, Inc.; Ron Wilson a/k/a Ronnie Wilson; Tina Wilson; Curley Johnson; and Michael Levitin.	§	HARRIS COUNTY, TEXAS
Defendants.	§	

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into on its date of execution by:

"Claimant": FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

"Defendants": JAMES B. BANKS; B INTERESTS, INC. D/B/A FIRST HOUSTON APPRAISAL

RECITALS

A. Defendants performed an appraisal of property located at 18952 Harbor Side Blvd., Montgomery, Texas 77356 (the "APPRAISAL").

B. IndyMac Bank, FSB received the APPRAISAL when it made two loans to a borrower to purchase the property located at 18952 Harbor Side Blvd., Montgomery, Texas 77356.

C. Disputes arose between IndyMac Bank, FSB and Defendants regarding the APPRAISAL and IndyMac Bank, FSB filed the above-entitled lawsuit.

D. IndyMac Bank, FSB also filed a complaint against Defendants with the Texas Appraiser Licensing and Certification Board ("TALCB").

E. IndyMac Bank, FSB no longer exists. Claimant did not file the complaint with the TALCB, is finally settling its claims with Defendants, has no interest in any prior complaint, and has not sought to file its own complaint with the TALCB against Defendants concerning the APPRAISAL.

F. The Claimant and Defendants (Claimant and Defendants are hereafter referred to singularly as "Party" or collectively as the "Parties") have agreed to a settlement of the claims and causes of action asserted, or that could have been asserted against Defendants, in the above-entitled and numbered cause ("the Litigation").

G. This Settlement Agreement is in full settlement and discharge of all matters asserted in or related to the Litigation, and all unasserted but potential matters of controversy that could have been brought in the Litigation by Claimant against Defendants, or by Defendants against Claimant.

H. Claimant and Defendants desire to enter into this Settlement Agreement in order to provide for the agreed-upon payment in full settlement and discharge of all claims by Claimant against Defendants, and by Defendants against Claimant, which are, or might have been, the subject of the Litigation, upon the terms and conditions set forth herein.

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

AGREEMENT

1. CLAIMANT'S RELEASE AND DISCHARGE

In consideration of the payment called for herein, the Claimant for itself, its predecessors, successors, assigns, agents, representatives, beneficiaries, employees, associates, affiliates, partners, partnerships, limited partnerships, limited liability partnerships, corporations, professional corporations, companies, limited liability companies, firms, entities, insurers, and/or attorneys (hereinafter collectively referred to as "Claimant") hereby completely releases and forever discharges Defendants, their agents, officers, shareholders, directors, representatives, insurers, employees, and attorneys (hereinafter collectively referred to as "Defendants") from any and all past, present or future claims, demands, damages, expenses, obligations, actions, causes of action, rights, liens, subrogation interests, and compensation of any nature whatsoever, whether based on tort, contract, statute, or other theory of recovery, which the Claimant now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the APPRAISAL. By this Settlement Agreement, Claimant does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the APPRAISAL.

2. DEFENDANTS' RELEASE AND DISCHARGE

In consideration of the release and dismissal of Claimant's claims herein, Defendants for themselves, their predecessors, successors, assigns, agents, representatives, beneficiaries, employees, associates, affiliates, partners, partnerships, limited partnerships, limited liability partnerships, corporations, professional corporations, companies, limited liability companies, firms, entities, insurers, and/or attorneys hereby completely release and forever discharge IndyMac Bank, FSB, IndyMac Federal Bank, FSB, Federal Deposit Insurance Corporation as Receiver for IndyMac

Federal Bank, FSB and as Conservator for IndyMac Federal Bank, FSB, and their agents, officers, shareholders, directors, representatives, insurers, employees, and attorneys from any and all past, present or future claims, including but not limited to claims for attorney fees and sanctions, demands, damages, expenses, obligations, actions, causes of action, rights, liens, subrogation interests, and compensation of any nature whatsoever, whether based on tort, contract, statute, or other theory of recovery, which the Defendants now have, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the APPRAISAL.

3. INDEMNIFICATION AND ASSIGNMENT

In further consideration of the payment of the sum expressed below, Claimant agrees to HOLD HARMLESS and INDEMNIFY the Defendants up to, but no more than Fifteen Thousand and No/100 Dollars ($15,000.00), from any and all future obligations, liabilities or claims which may ever be asserted by anyone claiming by, through, on behalf of, or under the Claimant who owned or had an interest in the loans subject to this litigation; arising out of, resulting from, or in any manner relating to the APPRAISAL.

4. PAYMENT

Within thirty (30) days of the effective date of this Agreement, in consideration of the Release set forth above, it is agreed that Defendants shall cause to be made a cash payment in the total amount of Fifteen Thousand and No/100 Dollars ($15,000.00) made payable to the FDIC as Receiver for IndyMac Federal Bank, FSB.

5. ATTORNEY'S FEES

Each Party hereto shall bear all attorney's fees arising from the actions of its own counsel in connection with the Litigation, this Settlement Agreement and the matters and documents referred

to herein, and all related matters.

6. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Claimant represents and warrants that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; and that the Claimant has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that the Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

7. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

8. REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Parties represent that they have completely read the terms of this Settlement Agreement, that the terms have been fully explained to the Parties by their respective attorneys, and that all terms of this Agreement are fully understood and voluntarily accepted by them.

9. GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

10. ADDITIONAL DOCUMENTS

10.1 All the Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force

and effect of the basic terms and intent of this Settlement Agreement.

10.2 None of the Parties released have made any representations concerning, nor shall they be responsible in any manner for, the income tax consequences to the Claimant by reason of the Claimant's execution of this Settlement Agreement, or any payment made pursuant to this Settlement Agreement.

11. EFFECTIVENESS

This Settlement Agreement shall become effective following execution by the Parties herein.

CAUTION: READ THIS BEFORE SIGNING

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

(b)(6) By: [redacted]

Its: Counsel

Date: 6th day of August, 2009

Commonwealth
~~STATE~~ OF Virginia §
§
COUNTY OF Arlington §

Before me, the undersigned authority, on this day personally appeared Archore S. Gill, known to me to be an authorized representative of the FDIC as Receiver for IndyMac Federal Bank, FSB, whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he/she read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this 6 day of ~~July~~ August, 2009.

(b)(6) [redacted]

NOTARY PUBLIC STATE OF Virginia
Commonwealth
Susan Schwartzbart
Printed Name of Notary Public

My commission expires:
11-30-2010

Susan Schwartzbart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029579
My Commission Expires
November 30, 2010

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

B INTERESTS, INC. D/B/A FIRST HOUSTON APPRAISAL

(b)(6)

By

Its President

Date: 8/13/09 ~~July~~ ~~2009~~ (b)(6)

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally appeared James Banks known to me to be an authorized representative of B Interests, Inc. d/b/a First Houston Appraisal, whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he/she read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this 13 day of ~~July~~ AUG OL, 2009.

(b)(6)

NOTARY PUBLIC STATE OF TEXAS

Diana Lopez

Printed Name of Notary Public

My commission expires: 4/24/2013

DIANA DELEON LOPEZ
Notary Public, State of Texas
My Commission Expires 04-24-2013

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settle[illegible]reement on the dates set forth below.

(b)(6)

[illegible]es Brian Banks

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally appeared James Brian Banks, known to me to be the person whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO before me on this 13 day of August, 2009.

DIANA DELEON LOPEZ
Notary Public, State of Texas
My Commission Expires 04-24-2013

(b)(6)

NOTARY PUBLIC STATE OF TEXAS

Diana Lopez
Printed Name of Notary Public

My commission expires: 4/24/2013

No. 2007-08040

The Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB	§	IN THE DISTRICT COURT
Plaintiffs,	§	
v.	§	
	§	333RD JUDICIAL DISTRICT
Ticor Title Insurance Company; AmeriPoint Title Houston; Raul Ramos; Boehck Mortgage Company; Michael A. Moten; Charles R. Davis; James B. Banks; B Interests, Inc. d/b/a First Houston Appraisal; Denise G. Bradford; Telron C. Bradford; Kelli L. Zintgraff a/k/a Kelli L. Aikin; Ryan E. Zintgraff a/ka Ryan E. Aikin; Steven Bowen; Diane C. Fitzpatrick d/b/a Fitzpatrick & Associates and DC Consultants Builders, Inc.; Ron Wilson a/k/a Ronnie Wilson; Tina Wilson; Curley Johnson; and Michael Levitin.	§	
	§	HARRIS COUNTY, TEXAS
Defendants.	§	

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into on its date of execution by:

"Claimant": FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

"Defendant": CHARLES R. DAVIS

RECITALS

A. Defendant performed an appraisal of property located at 6502 Kodes Clay Ct., in Spring, Texas (the "APPRAISAL").

B. IndyMac Bank, FSB relied on the APPRAISAL when it made two loans to a borrower to purchase the property located at 6502 Kodes Clay Ct., in Spring, Texas.

C. Disputes arose between IndyMac Bank, FSB and Defendant regarding the APPRAISAL and IndyMac Bank, FSB filed the above-entitled lawsuit.

F. The Claimant and Defendant (Claimant and Defendant are hereafter referred to singularly as "Party" or collectively as the "Parties") have agreed to a settlement of the claims and causes of action asserted, or that could have been asserted against Defendant, in the above-entitled and numbered cause ("the Litigation").

G. This Settlement Agreement is in full settlement and discharge of all matters asserted in or related to the Litigation, and all unasserted but potential matters of controversy that could have been brought in the Litigation by Claimant against Defendant, or by Defendant against Claimant.

H. Claimant and Defendant desire to enter into this Settlement Agreement in order to provide for the agreed-upon payment in full settlement and discharge of all claims by Claimant against Defendant, and by Defendant against Claimant, which are, or might have been, the subject of the Litigation, upon the terms and conditions set forth herein.

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

AGREEMENT

1. CLAIMANT'S RELEASE AND DISCHARGE

In consideration of the payment called for herein, the Claimant for itself, its predecessors, successors, assigns, agents, representatives, beneficiaries, employees, associates, affiliates, partners, partnerships, limited partnerships, limited liability partnerships, corporations, professional corporations, companies, limited liability companies, firms, entities, insurers, and/or attorneys (hereinafter collectively referred to as "Claimant") hereby completely releases and forever

discharges Defendant, his agents, officers, shareholders, directors, representatives, insurers, employees, and attorneys (hereinafter collectively referred to as "Defendant") from any and all past, present or future claims, demands, damages, expenses, obligations, actions, causes of action, rights, liens, subrogation interests, and compensation of any nature whatsoever, whether based on tort, contract, statute, or other theory of recovery, which the Claimant now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the APPRAISAL. By this Settlement Agreement, Claimant does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the APPRAISAL.

2. DEFENDANT'S RELEASE AND DISCHARGE

In consideration of the release and dismissal of Claimant's claims herein, Defendant for himself, his predecessors, successors, assigns, agents, representatives, beneficiaries, employees, associates, affiliates, partners, partnerships, limited partnerships, limited liability partnerships, corporations, professional corporations, companies, limited liability companies, firms, entities, insurers, and/or attorneys hereby completely release and forever discharge IndyMac Bank, FSB, IndyMac Federal Bank, FSB, Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB and as Conservator for IndyMac Federal Bank, FSB, and their agents, officers, shareholders, directors, representatives, insurers, employees, and attorneys from any and all past, present or future claims, including but not limited to claims for attorney fees and sanctions, demands, damages, expenses, obligations, actions, causes of action, rights, liens, subrogation interests, and compensation of any nature whatsoever, whether based on tort, contract, statute, or other theory of recovery, which Defendant now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the APPRAISAL.

3. PAYMENT

Within thirty (30) days of the effective date of this Agreement, in consideration of the Release set forth above, it is agreed that Defendant shall cause to be made a cash payment in the total amount of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) made payable to the FDIC as Receiver for IndyMac Federal Bank, FSB.

4. ATTORNEY'S FEES

Each Party hereto shall bear all attorney's fees arising from the actions of its own counsel in connection with the Litigation, this Settlement Agreement and the matters and documents referred to herein, and all related matters.

5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Claimant represents and warrants that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; and that the Claimant has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that the Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

7. REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Parties represent that they have completely read the terms of this Settlement Agreement, that the terms have been fully explained to the Parties

by their respective attorneys, and that all terms of this Agreement are fully understood and voluntarily accepted by them.

8. GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

9. ADDITIONAL DOCUMENTS

9.1 All the Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect of the basic terms and intent of this Settlement Agreement.

9.2 None of the Parties released have made any representations concerning, nor shall they be responsible in any manner for, the income tax consequences to the Claimant by reason of the Claimant's execution of this Settlement Agreement, or any payment made pursuant to this Settlement Agreement.

10. EFFECTIVENESS

This Settlement Agreement shall become effective following execution by the Parties herein.

CAUTION: READ THIS BEFORE SIGNING

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

By: [redacted] (b)(6)

Its: Counsel

Date: 6th day of August, 2009

Commonwealth
STATE OF Virginia §
§
COUNTY OF Arlington §

Before me, the undersigned authority, on this day personally appeared Richard S. Gill, known to me to be an authorized representative of the FDIC as Receiver for IndyMac Federal Bank, FSB, whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he/she read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this 6 day of ~~July~~ August, 2009.

(b)(6) [redacted]

NOTARY PUBLIC STATE OF Virginia
Commonwealth
Susan Schwartzbart
Printed Name of Notary Public

My commission expires:
11-30-2010

Susan Schwartzbart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029579
My Commission Expires
November 30, 2010

(b)(6)

Charles R. Davis

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, the undersigned authority, on this day personally appeared Charles R. Davis, known to me to be the person whose name is subscribed to the foregoing instrument through a current identification card issued by the federal government or any state government that contains the photograph and signature of the acknowledging person, and acknowledged to me that he read and understood this Settlement Agreement and executed the same for the purposes and consideration herein expressed.

SUBSCRIBED AND SWORN TO before me on this 7th day of August, 2009.

(b)(6)

DANIEL BRYAN NELSON
MY COMMISSION EXPIRES
May 6, 2012

NOTARY PUBLIC STATE OF TEXAS

Daniel B. Nelson
Printed Name of Notary Public

My commission expires:
5-6-12

(b)(2)

RECEIVED 9/18/09

LIMS Nu [redacted] Page 94
DIF/Mortgage Fraud

ENTERED 9/21/09

GMAC ResCap

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 12th day of August, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB ("FDIC") and Residential Funding Company, LLC ("RFC"). The FDIC and RFC may hereinafter be referred to individually as a "Party" or collectively as the "Parties". [redacted] (b)(2)

RECITALS

1.1 RFC sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB made demands to RFC for repurchase and/or indemnification based upon a finding of a breach of the representations and warranties or an Early Payment Default as set forth in the written agreements.

1.2 Without admitting liability, the Parties desire to and have agreed to settle all repurchase and indemnification claims relating to all mortgage loans which were ever sold by RFC, its subsidiaries or affiliates, to IndyMac Bank, FSB under any agreement (the "LOANS") 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:

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

1.4 **Payment of the Settlement Agreement.** RFC shall pay the total sum of $7,500,000.00 (seven million five hundred thousand dollars) (the "Settlement Funds"). The payment is due on August 14, 2009, and shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number: [redacted] Routing Number: [redacted] Reference: RFC Settlement. (b)(4)

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RELEASE

1.5 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.6 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."

1.7 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, that Party will not be able to make any claim for these 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.

1.8 Each party hereby fully, finally, and forever releases and discharges the other Parties, 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, and/or 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, except that the FDIC retains any and all actions, causes of action, claims demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature (collectively, the "RETAINED CLAIMS") against THIRD PARTIES (closing agents, settlement agents, title companies, insurance companies, appraisers, appraisal companies, third party originators, or insurance companies for any of the foregoing as collectively referred to as "THIRD PARTIES") arising out of or related to the LOANS; provided that in the event that any such THIRD PARTY shall bring a claim for money damages against RFC arising out of or related to the LOANS, FDIC agrees that RFC may assert any RETAINED CLAIM (or assigned claim pursuant to Section 1.9) that may exist against such THIRD PARTY, but in no event may RFC assert any such claim without delivering five (5) business day advance written notice to Mortgage Recovery Law Group LLP, 700 North Brand Blvd., Suite 830, Glendale, California 91203

1.9 Notwithstanding any other provision in this Settlement Agreement, RFC immediately, exclusively and irrevocably assigns to the FDIC any and all claims, rights, title or interest to, or 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 RFC has or may have against any THIRD PARTIES arising out of or related to the LOANS, subject to the final provision set forth in Section 1.8 herein.

1.10 Notwithstanding any other provision in this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intent 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.

1.11 **Confidentiality.** Except as authorized in this Settlement Agreement, the Parties agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any information relating to, in any way, the contents or terms of this Settlement Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); (3) necessary in any legal proceeding or collection effort initiated by the FDIC to recover all or any portion of the Settlement Funds; (4) necessary in any legal proceeding to enforce any provision of this

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Settlement Agreement, or (5) as authorized pursuant to 12 U.S.C. § 1821(s). The Parties may disclose the terms of this Settlement Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to maintain the confidentiality of this Settlement Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Settlement Agreement are needed by those professionals.

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

1.13 **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.

1.14 **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.

1.15 **Governing Law.** The Parties agree to submit to the United States District Court for the Central District of 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.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **Review and Understanding.** The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understanding the meaning

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

1.20 **Approval, Authority, and Nonassignment.** The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement. The Parties further warrant and represent that except as expressly stated in this Settlement Agreement, neither Party has sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement.

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

1.22 **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.

1.23 **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.

1.24 **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.

1.25 **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

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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.

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

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

For:	**The FDIC as Receiver of IndyMac Bank, FSB**	For:	**Residential Funding Company, LLC**
By:	_____	By:	[redacted] (b)(6)
Name:	_____	Name:	Thomas Marano
Title:	_____	Title:	Chairman & CEO
Date:	_____	Date:	August 13, 2009

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.

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

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

For:	**The FDIC as Receiver of IndyMac Bank, FSB**	**For:**	**Residential Funding Company, LLC**
(b)(6) By:	[redacted]	By:	
Name:	Richard S. Coll	Name:	
Title:	Counsel	Title:	
Date:	8-14-2009	Date:	

(b)(2)

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R 8/21/09

LIMS Mr
DIF/ Mortgage Fraud

ENTERED
8/25/09

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

(b)(2)

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 14th day of August, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB ("FDIC") and AKT American Capital, Inc. aka American Capital Corporation ("AKT"). The FDIC and AKT may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 AKT sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB and IndyMac Federal Bank, FSB made demands to AKT for repurchase and/or indemnification based upon a finding of a breach of the representations and warranties or an Early Payment Default as set forth in the written agreements.

1.2 Without admitting liability, the Parties desire to and have agreed to settle all repurchase and indemnification claims relating to the mortgage loans which were sold directly by AKT to IndyMac Bank, FSB (the "LOANS") 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:

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

1.4 **Payment of the Settlement Agreement.** AKT shall pay the total sum of $500,000.00 (five hundred thousand dollars) (the "Settlement Funds"). Payment of the Settlement Funds shall be made as follows:

> Beginning August 15, 2009, the sum of $166,666.67 (one hundred sixteen thousand six hundred sixty-six dollars and sixty-seven cents) per month shall be made for three (3) consecutive months until the sum of $500,000.00 (five hundred thousand dollars) is paid in full.

Payments are due on the 15th day of the month, shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number:
(b)(4) [redacted] Routing Number: [redacted] Reference: AKT Settlement.

(b)(4)

1.5 In the event AKT defaults by failing to make a timely payment as set forth in this Settlement Agreement, the FDIC shall give written notice via email or fax of the
(b)(4),(b)(6) default to AKT, c/o Kent Kirkpatrick at [redacted]

1.6 AKT shall have five (5) calendar days from date of the notice to cure the default. In the event that AKT fails to cure the default within five (5) calendar days, the remaining balance of the Settlement Funds will be immediately due and payable, and the FDIC may pursue the immediate payment in full of all sums remaining due without further demand and may invoke all remedies permitted by applicable law. The FDIC shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees and costs incurred in collecting all sums owing.

RELEASE

1.7 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.8 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."

1.9 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, 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.

1.10 Each Party hereby fully, finally, and forever release and discharge the other Parties, 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, except that the FDIC retains any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature against THIRD PARTIES (closing agents, settlement agents, title companies, insurance companies, appraisers, appraisal companies, third party originators, or insurance companies for any of the foregoing, as collectively referred to as "THIRD PARTIES") arising out of or related to the LOANS.

1.11 Notwithstanding any other provision in this Settlement Agreement, AKT immediately, exclusively, and irrevocably assigns to the FDIC any and all claims, rights, title, or interest for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which AKT has or may have against any and all THIRD PARTIES arising out of or related to the LOANS.

1.12 Notwithstanding any other provision in this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office 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.

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

1.14 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.

1.15 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.

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

1.17 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.

1.18 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.

1.19 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.

1.20 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 of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently

unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.21 **Approval and Authority.** The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement.

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

1.23 **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.

1.24 **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.

1.25 **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.

1.26 **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.

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

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

For: The FDIC as Receiver of IndyMac Bank, FSB

(b)(6)

By: [redacted]

Name: Richard S. Gill

Title: Counsel

Date: 8-14-09

For: AKT American Capital, Inc. aka American Capital Corporation

By: _____

Name: _____

Title: _____

Date: _____

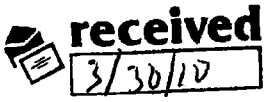
between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

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

For: The FDIC as Receiver of IndyMac Bank, FSB	**For: AKT American Capital, Inc. aka American Capital Corporation**
By: _____	By: (b)(6)
Name: _____	Name: KENT C KIRKPATRICK
Title: _____	Title: VP/SEC
Date: _____	Date: 8/12/09

(b)(2)

LIMS Mr [redacted]
DIF / Mortgage Fraud



CAUSE 2007-47763

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB	§	IN THE DISTRICT COURT OF
V.	§	HARRIS COUNTY, TEXAS
COMMONWEALTH LAND TITLE INSURANCE CORPORATION; VISION TITLE COMPANY, ET AL	§	270TH JUDICIAL DISTRICT

SETTLEMENT AND RELEASE AGREEMENT

(b)(2)

This Settlement and Release Agreement is made by Plaintiff Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB and all of its affiliates, assigns, agents, representatives, insurers, lien-holders, subrogees, predecessors and successors in interest and, where made expressly applicable, attorneys ("Plaintiff") in favor of Defendants Secure Financial Services, Inc. d/b/a Secure Mortgage Company, Vision Title LLC, Lisa Ross, Lisa Ross & Associates, Steadfast Insurance Company, St. Paul Travelers Companies, Inc., and all of their partnerships, corporations, officers, directors, shareholders, partners, employees, heirs, affiliates, assigns, agents, representatives, insurers, lien-holders, attorneys, and predecessors and successors in interest ("Defendants") (collectively the "Parties").

WHEREAS, on July 11, 2008, IndyMac Bank, FSB ("IndyMac") filed the above-entitled lawsuit, styled *IndyMac Bank, FSB and IndyMac Bank, FSB d/b/a Construction Lending Corporation of America v. Commonwealth Land Title Insurance Company, Vision Title LLC, Boehck Mortgage Company, Jimmy Blacklock, Michael A. Moten, Lisa Ross & Associates, Lisa Ross, TX Appraisals, C.D. Pearson & Associates, Kelvin McGowan, Lionel Parker Jr., Raju Murjani, and Howard Duplechain, Jr.*; in the 270th Judicial District Court of Harris County, Texas; Cause No. 2007-47763 (the "Lawsuit").

WHEREAS, after IndyMac filed the lawsuit, the Office of Thrift Supervision ("OTS") closed IndyMac, and the FDIC was appointed as IndyMac's receiver. Also on July 11, 2008, a new institution, IndyMac Federal Bank, FSB ("IndyMac Federal"), was chartered, and all of the insured deposits and substantially all of the assets of IndyMac were transferred to IndyMac Federal. IndyMac Federal was then placed into conservatorship, and the FDIC was appointed as conservator.

WHEREAS, on December 30, 2008, Plaintiff filed a notice of substitution wherein it requested that the FDIC, as conservator for IndyMac Federal, be substituted as Plaintiff in this lawsuit in place of IndyMac. On January 29, 2009, Plaintiff, the FDIC as conservator for IndyMac Federal, filed an Amended Original Petition and Request for Disclosure and became the Plaintiff in the Lawsuit.

WHEREAS, On March 19, 2009, the OTS replaced the FDIC as conservator with the FDIC as receiver for IndyMac Federal pursuant to 12 U.S.C. § 1464(d)(2)(C) and appointed the receiver pursuant to 12 U.S.C. § 1464(d)(2) and 12 U.S.C. §§ 1821(c)(5) and (c)(6)(B).

WHEREAS, The FDIC as receiver stands in the shoes of IndyMac Federal to perform all functions of the institution in the name of the institution, including prosecution and settlement of this Lawsuit.

WHEREAS, in the Lawsuit, Plaintiff alleged various claims and causes of action against Vision Title LLC, Lisa Ross, and Lisa Ross & Associates arising from their alleged failure to exercise ordinary care in two closing transactions ("the Closing Transactions") for residential real estate properties located at 1019 Royal Lakes Boulevard, Richmond, Texas and 2205-A Nantucket, Houston, Texas (referred to collectively as "the Properties");

WHEREAS, in the Lawsuit, Plaintiff further alleged that Vision Title LLC, Lisa Ross, and Lisa Ross & Associates' alleged failure to exercise ordinary care in the Closing Transactions caused Plaintiff damages when the buyers for the Properties defaulted on the loans that Plaintiff issued for the purchase of these Properties;

WHEREAS, Lisa Ross and Lisa Ross & Associates have alleged various claims and causes of action against Secure Financial Services, Inc. d/b/a Secure Mortgage Company arising from its alleged failure to exercise ordinary care in supervising its employee who sent allegedly fraudulent loan documents to the Plaintiff prior to the Closing Transactions for the Properties;

WHEREAS, Vision Title LLC, Lisa Ross, and Lisa Ross & Associates have alleged various cross claims and causes of action against each other arising from the Closing Transactions and the Properties, including but not limited to claims for contribution and indemnity;

WHEREAS, Defendants have denied all of Plaintiff's claims and allegations in their entirety, and Vision Title LLC, Lisa Ross, Lisa Ross & Associates, Secure Financial Services, Inc. d/b/a Secure Mortgage Company have denied all cross claims, third party claims, and allegations that they bring against each other in their entirety;

WHEREAS, there is considerable doubt, disagreement, and controversy regarding the claims and damages alleged by the Parties against each other in the Lawsuit;

WHEREAS, the Parties desire to enter into a compromise agreement regarding all matters related to the Lawsuit, and all unasserted but potential matters of controversy or disputes that the Parties brought or could have been brought against each other that relate in any way to the facts and/or incidents giving rise to Plaintiff's claims against Defendants in the Lawsuit as well as any and all potential future claims, filings and disputes among the Parties that in any way arise from or are relate to the Lawsuit;

WHEREAS, Defendants expressly deny any liability to Plaintiff or to each other, and the consideration described below is not to be construed as an admission of liability by Defendants;

Therefore, in consideration of the mutual promises and benefits expressed below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties voluntarily and knowingly execute this Settlement and Release Agreement (the "Agreement") with the express intent of extinguishing the herein designated rights, claims, and obligations.

1. Consideration. In consideration of the release and indemnity provisions set forth in this Agreement and with the understanding by the Parties that no portion of the total sum set forth below constitutes exemplary or punitive damages, Defendants shall tender payments to Plaintiff in the total present value amount of THREE HUNDRED THOUSAND and 00/100 DOLLARS ($300,000.00) in full and final settlement of all claims and causes of action in the Lawsuit (the "Settlement Amount"), out of which Plaintiff is to bear all of its expenses, attorneys' fees, costs and liens. The "Settlement Amount" will be paid as follows:

a. By August 15, 2009, Lisa Ross, Lisa Ross & Associates, and/or their insurer shall cause a certified check in the amount of TWO HUNDRED AND FIFTEEN THOUSAND AND 00/100 DOLLARS ($215,000.00) to be issued to the Locke Liddell Lord & Bissell Trust Account, and delivered to Plaintiff, by and through its attorney of record, Robert Mowrey, Locke Lord Bissell & Liddell LLP, 2200 Ross Avenue, Suite 2200, Dallas, Texas 75201.

b. Likewise, by August 15, 2009, Vision Title LLC and/or its insurer shall cause a certified check in the amount of EIGHTY THOUSAND AND 00/100 DOLLARS ($80,000.00) to be issued to the Locke Lord Bissell & Liddell LLP Trust Account, and

delivered to Plaintiff, by and through its attorney of record, Robert Mowrey, Locke Lord Bissell & Liddell LLP, 2200 Ross Avenue, Suite 2200, Dallas, Texas 75201.

c. Likewise, by August 30, 2009, Secure Financial Services, Inc. d/b/a Secure Mortgage Company shall cause a certified check in the amount of FIVE THOUSAND AND 00/100 DOLLARS ($5,000.00) to be issued to the Locke Lord Bissell & Liddell LLP Trust Account, and delivered to Plaintiff, by and through its attorney of record, Robert Mowrey, Locke Lord Bissell & Liddell LLP, 2200 Ross Avenue, Suite 2200, Dallas, Texas 75201.

2.1 Full and Final Release. In consideration of, among other things, the Settlement Amount, the adequacy and receipt of which is hereby acknowledged, Plaintiff with the intention of binding itself and all of its affiliates, assigns, agents, representatives, conservators, insurers, lien-holders, subrogees, attorneys, and predecessors and successors in interest, does hereby expressly **RELEASE, ACQUIT and FOREVER DISCHARGE** Defendant Vision Title LLC, Defendant Secure Financial Services, Inc. d/b/a Secure Mortgage Company, Defendant Lisa Ross, Defendant Lisa Ross & Associates, and all of their owners, partnerships, corporations, officers, directors, shareholders, partners, employees, heirs, affiliates, assigns, agents, representatives, insurers, lien-holders, attorneys, and predecessors and successors in interest from any and all claims, rights, causes of action, actions, demands and damages of any kind, known or unknown, existing or arising in the future, that were asserted or could have been asserted by Plaintiff against these Defendants pertaining to the Closing Transactions made the basis of the Lawsuit. This Full and Final Release extends to all past, present, and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of, any

and all known and unknown injuries or damages arising out of the Closing Transactions for the Properties and the events and activities described in the Lawsuit. In exchange for the above-referenced consideration, Plaintiff agrees to direct its counsel to stipulate to the dismissal with prejudice of the Lawsuit as to these Defendants, each party to bear its own attorneys' fees and costs in connection therewith. By this Settlement Agreement, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the Lawsuit, Closing Transaction, or the Properties.

2.2 Defendants Lisa Ross and Lisa Ross & Associates, with the intention of binding itself and their attorneys and predecessors and successors in interest, do hereby expressly **RELEASE, ACQUIT and FOREVER DISCHARGE** Plaintiff, Defendant Secure Financial Services, Inc. d/b/a Secure Mortgage Company, Defendant Vision Title LLC, and all of their attorneys and predecessors and successors in interest from any and all claims that were asserted or could have been asserted by Lisa Ross and Lisa Ross & Associates against these Parties pertaining to the Closing Transactions made the basis of the Lawsuit. This Full and Final Release extends to all past, present, and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of, any and all known and unknown economic injuries or damages arising out of the Closing Transactions for the Properties and the events and activities described in the Lawsuit.

2.3 Defendant Vision Title LLC, with the intention of binding itself and its attorneys and predecessors and successors in interest, does hereby expressly **RELEASE, ACQUIT and FOREVER DISCHARGE** Plaintiff, Defendant Secure Financial Services, Inc. d/b/a Secure Mortgage Company, Defendant Lisa Ross, Defendant Lisa Ross & Associates, and all of their

attorneys and predecessors and successors in interest from any and all claims that were asserted or could have been asserted by Vision Title LLC against these Parties pertaining to the Closing Transactions made the basis of the Lawsuit. This Full and Final Release extends to all past, present, and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of, any and all known and unknown economic injuries or damages arising out of the Closing Transactions for the Properties and the events and activities described in the Lawsuit.

2.4 Defendant Secure Financial Services, Inc. d/b/a Secure Mortgage Company, with the intention of binding itself and its attorneys and predecessors and successors in interest, does hereby expressly **RELEASE, ACQUIT and FOREVER DISCHARGE**, Plaintiff, Defendant Vision Title LLC, Defendant Lisa Ross, Defendant Lisa Ross & Associates, and all of their attorneys and predecessors and successors in interest from any and all claims that were asserted or could have been asserted by Secure Financial Services, Inc. d/b/a Secure Mortgage Company against these Parties pertaining to the Closing Transactions made the basis of the Lawsuit. This Full and Final Release extends to all past, present, and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of, any and all known and unknown economic injuries or damages arising out of the Closing Transactions for the Properties and the events and activities described in the Lawsuit.

2.5 The Parties understand and agree that the payment of the Settlement Amount is not to be construed as an admission of liability on the part of any of the Parties, liability therefore being expressly denied, but is the compromise and settlement of disputed and unliquidated

claims. The Parties also understand and agree that they are releasing not only the claims regarding damages and injuries now known, and regarding any damages, injuries or consequential damages that may develop in the future from said existing damages, but also any additional damages thereof that may arise, directly or indirectly, from the aforementioned Lawsuit, Closing Transactions, and Properties, whether related or unrelated to the presently existing damages, even though at the present time said additional damages are completely unknown and unsuspected. The Parties further understand and agree that the amount received in exchange for this release is accepted not only for the damages that are now, or in the future may be claimed to have resulted from the Closing Transactions, but is also accepted to avoid the uncertainty, expense, and delay of continuing the Lawsuit.

2.6 The release and other agreements made in this Section 2 are, however, conditioned upon and shall not be effective until (i) the Parties fully execute and acknowledge this Agreement; and (ii) payment of the Settlement Amount has been made.

3. Representations, Warranties and Acknowledgements. Plaintiff specifically warrants and represents that, prior to the execution of this Agreement, it has not assigned, mortgaged or transferred to any person or entity, all or any portion of the claims or causes of action released herein. Additionally, Plaintiff represents that all outstanding liens, if any, arising by, through or under Plaintiff, have now, or will be, satisfied upon settlement of this matter.

4. Materiality. The Parties understand and acknowledge that all of the conditions and obligations in this Agreement are material.

5. Binding Effect. The Parties understand that this Agreement contains the entire agreement between the Parties, and agree that the terms of this Agreement are contractual and not a mere recital. In executing the Agreement, the Parties agree that they have not relied upon any statement, representation, or action of any other Party. The Parties understand and agree that the covenants contained herein shall be binding upon themselves and, where applicable, their

respective representatives, agents, conservators, insurers, executors, administrators, successors, assigns, subrogees, heirs and their respective attorneys.

6. Invalidity. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it is agreed that such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

7. Governing Law. The laws of the State of Texas shall govern the validity, effect and construction of this Agreement.

8. Amendment. This Agreement may not be amended, modified, waived or terminated orally or discharged unless by a writing signed by all parties to be bound to such amendment or modification.

9. Construction of Agreement. It is intended that this Agreement shall be comprehensive in nature and shall be construed liberally to effect its purposes.

10. Headings. Article and Section headings used in this Agreement are for convenience only and shall not affect the construction.

11.1 Warranty of Understanding. Plaintiff has read this Agreement and has had the terms explained to it by Plaintiff's attorney, and warrants that Plaintiff understands all of the terms contained in same. Plaintiff further warrants that the Plaintiff's representative that signs the Agreement is of legal age, sound mind, legally competent, and expressly authorized by the Plaintiff to execute this Agreement, and that this Agreement is executed voluntarily, without duress, and with full knowledge of its significance after consultation with counsel. It is specifically agreed and understood that no agent or representative of Defendants, nor anyone else acting on their behalf, have made any promises or representations regarding this case and settlement which are not expressly stated in this Agreement.

11.2 It is fully understood by the Parties that this Agreement is made in full compromise, resolution and settlement of disputed claims, and that such full compromise, resolution and settlement and this Agreement shall not be taken as an admission of liability of any kind or character by any such party, but rather such liability is expressly denied.

11.3 This Agreement is executed and shall be binding upon Parties from and after the date of the acknowledgements below.

12. Multiple Counterparts. This Agreement is executed by the Parties hereto in multiple originals, any of which shall constitute an original agreement.

[This space is left intentionally blank so that the Acknowledgements and notarized signatures of the Parties may follow on Pages 11-14]

ACKNOWLEDGEMENT

I am an authorized representative of The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB. I have read the foregoing Full and Final Settlement and Release Agreement, understand its terms and understand that by signing below, The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB hereby gives up any right to file or prosecute claims against Vision Title LLC, Lisa Ross, Lisa Ross & Associates, Steadfast Insurance Company, St. Paul Travelers Companies, Inc., and Secure Financial Services, Inc. d/b/a Secure Mortgage Company relating to the Lawsuit, the Closing Transactions, or the Properties; any and all claims that were or might have been brought against these Parties in connection with the facts and/or incidents upon which The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB bases its claims in the Lawsuit; as well as any and all potential future claims, filings and disputes among the Parties that arose during the pendency of this Lawsuit and that relate in any way to the Lawsuit, the Closing Transactions, or the Properties.

(b)(6)

By: [redacted]
Printed Name: JOCK S. DUNCAN
Authorized Representative of Federal Deposit Insurance Corp., as Receiver for IndyMac Federal Bank FSB

STATE OF CALIFORNIA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me on this the _____ day of _____ 2009, by _____, authorized representative of The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB.

_____
Notary Public – State of California

Printed Name: _____
Commission Expires: _____

* See attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9/28/2009 (Date) before me, M.R. Manumaleuna (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jock S. Duncan (Name(s) of Signer(s))

☑ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

M. R. MANUMALEUNA
Commission # 1717194
Notary Public - California
Orange County
My Comm. Expires Jan 15, 2011

Place Notary Seal Above

WITNESS my hand and official seal.

(b)(6)

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Acknowledgement of Settlement and Release Agreement

Document Date: 9/28/2009 ~~Number of Pages~~: Signature Pg. 11 (14)

Signer(s) Other Than Named Above: NONE.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jock S. Duncan

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☑ Other: Authorized Representative.

Signer Is Representing: FDIC as Receiver of IndyMac Federal Bank FSB.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

ACKNOWLEDGEMENT

I am an authorized representative of Vision Title LLC. I have read the foregoing Full and Final Settlement and Release Agreement, understand its terms and understand that by signing below, Vision Title LLC hereby gives up any right to file or prosecute claims against The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB, Lisa Ross, Lisa Ross & Associates, Steadfast Insurance Company, and Secure Financial Services, Inc. d/b/a Secure Mortgage Company relating to the Lawsuit, the Closing Transactions, or the Properties; any and all claims that were or might have been brought against these Parties in connection with the facts and/or incidents upon which The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB and/or Vision Title LLC bases its claims in the Lawsuit; as well as any and all potential future claims, filings and disputes among the Parties that arose during the pendency of this Lawsuit and that relate in any way to the Lawsuit, the Closing Transactions, or the Properties. Additionally, I certify that I understand the indemnities and/or warranties that I have made in this Settlement and Release Agreement.

(b)(6)

By [redacted]

Printed Name: CHARLES A. BIXLER
Authorized Representative of Vision Title LLC

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3 day of SEPTEMBER 2009, by CHARLES A. BIXLER, authorized representative of Vision Title LLC.

(b)(6)

[redacted]
Notary Public - State of Texas

MARILYN A. PULLEN
Notary Public, State of Texas
My Commission Expires
May 26, 2010

Printed Name: MARILYN A. PULLEN
Commission Expires: 5-26-10

Settlement and Release Agreement

ACKNOWLEDGEMENT

I am Lisa Ross, an authorized representative of Lisa Ross & Associates. I have read the foregoing Full and Final Settlement and Release Agreement, understand its terms and understand that by signing below, both Lisa Ross, individually and as authorized representative of Lisa Ross & Associates, hereby gives up any right to file or prosecute claims against The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB, Vision Title LLC and Secure Financial Services, Inc. d/b/a Secure Mortgage Company relating to the Lawsuit, the Closing Transactions, or the Properties, any and all claims that were or might have been brought against these Parties in connection with the facts and/or incidents upon which The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB, Lisa Ross, and/or Lisa Ross & Associates bases their claims in the Lawsuit, as well as any and all potential future claims, filings and disputes among the Parties that arose during the pendency of this Lawsuit and that relate in any way to the Lawsuit, the Closing Transactions, or the Properties. I certify that I understand the indemnities and/or warranties that I have made in this Settlement and Release Agreement.

(b)(6)

By: [redacted]
Lisa Ross, Individually and as Authorized Representative of Lisa Ross & Associates

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 22nd day of October 2009, by Lisa C. Ross, authorized representative of Lisa Ross & Associates.

(b)(6)

[redacted]

Notary Public, State of Texas
Printed Name: Rosalind R. Lawrence
Commission Expires: 7-2-13

ROSALIND R. LAWRENCE
MY COMMISSION EXPIRES
JUN 2 2013

ACKNOWLEDGEMENT

I am an authorized representative of Secure Financial Services, Inc. d/b/a Secure Mortgage Company. I have read the foregoing Full and Final Settlement and Release Agreement, understand its terms and understand that by signing below, Secure Financial Services, Inc. d/b/a Secure Mortgage Company hereby gives up any right to file or prosecute claims against The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB, Vision Title LLC, Steadfast Insurance Company, St. Paul Travelers Companies, Inc., Lisa Ross, and/or Lisa Ross & Associates relating to the Lawsuit, the Closing Transactions, or the Properties; any and all claims that were or might have been brought against these Parties in connection with the facts and/or incidents upon which The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank FSB bases its claims in the Lawsuit; as well as any and all potential future claims, filings and disputes among the Parties that arose during the pendency of this Lawsuit and that relate in any way to the Lawsuit, the Closing Transactions, or the Properties. Additionally, I certify that I understand the indemnities and/or warranties that I have made in this Settlement and Release Agreement.

(b)(6)

By: [redacted]
Printed Name: MICHAEL L. GALE
Authorized Representative of Secure Financial Services, Inc. d/b/a Secure Mortgage Company

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 21st day of September 2009, by Michael L. Gale, authorized representative of Secure Financial Services, Inc. d/b/a Secure Mortgage Company.

(b)(6)

(b)(6)

[redacted]
Notary Public - State of Texas
Printed Name: Monica Loaeza
Commission Expires: June 20, 2012

Monica Loaeza
Notary Public, State of Texas
My Commission Expires:
June 20, 2012

SETTLEMENT AGREEMENT

This Agreement dated as of the 9th day of October, 2009, between the Federal Deposit Insurance Corporation, in the capacity as Receiver of IndyMac Federal Bank, FSB ("Plaintiff") and Stewart Title Insurance Company ("Stewart Title").

WITNESSETH:

(b)(4) **WHEREAS,** Stewart Title issued policies of title insurance nos. [redacted] (b)(4) in the amount of $480,000 and [redacted] in the amount of $90,000 (collectively, the "Policies"), in connection with two loans (first and second mortgages in the amounts of $480,000 and $90,000, respectively) made on the property located at 643 East 59th Street, Brooklyn, New York (the "Loans");

WHEREAS, Plaintiff asserted claims against Stewart Title, for full payment of the Policies' limits (totaling $570,000), in the United States District Court for the Southern District of New York, docket number 08 CIV 873 (the "Civil Action");

WHEREAS, Plaintiff and Stewart Title settled the Civil Action and set forth the terms of settlement on the record on August 18, 2009, before the Hon. Alvin Hellerstein, United States District Judge, who thereafter approved the settlement terms, dismissed the Civil Action with prejudice, and retained jurisdiction over this matter only to enforce the settlement terms;

NOW, the parties reconfirm the settlement terms, and intending to be legally bound, agree as follows:

Section 1. Settlement.

(1) Stewart Title shall pay the sum of $570,000 (the "Settlement Amount"), to Plaintiff in good, available funds, payable to Weinstein Smith LLP as attorneys, within 30 days of receipt of fully executed copies of this Agreement and all the assignments and original documents provided for herein.

(2) To the extent allowed by law:

(a) Plaintiff assigns to Stewart Title the original collateral (*i.e.*, notes and mortgages, whether valid or not), which shall be in the form attached hereto as Exhibit "A";

(b) Plaintiff assigns any and all rights to receive any amounts recovered pursuant to the restitution order entered in any criminal action (including by the Kings County Criminal Court) which assignment shall be in the form attached hereto as Exhibit "B";

(c) Plaintiff assigns any and all contractual rights it has against Residential Home Funding ("RHF") including rights to enforce and collect on repurchase rights which assignment shall be in the form annexed hereto as Exhibit "C"; and

(d) Plaintiff assigns any and all rights it has against any other party involved in the transaction that gave rise to the issuance of the Policies including rights under common law, which assignment shall be in the form annexed hereto as Exhibit "D"; and

(e) Plaintiff shall provide the originals of said notes and mortgages to Stewart Title together with the assignments referenced herein when this Agreement is executed delivered to Stewart Title's counsel assignment shall be delivered promptly to Stewart Title's counsel, L'Abbate, Balkan, Colavita & Contini, L.L.P. (Attention: Richard Metli, Esq.), 1001 Franklin Avenue, Third Floor, Garden City, New York 11530.

(3) Plaintiff represents that it is the holder and owner of the notes, mortgages, contracts and rights it is assigning and transferring hereby and no other person or entity owns or holds any interest therein in whole or in part.

(4) Plaintiff agrees to cooperate with Stewart Title during Stewart Title's collection efforts against RHF and any other person or entity responsible, provided that Stewart Title reimburses any necessary out-of-pocket expenses (*e.g.*, transportation, hotel, meals).

(5) Plaintiff agrees to execute any additional and necessary documents to enforce the terms and intent of this Agreement.

(6) The parties shall execute a stipulation of discontinuance with prejudice in the form attached hereto as Exhibit "E" to be filed by the Court by Stewart Title.

Section 2. Mutual Limited Releases. Subject to full payment of the Settlement Amount, Plaintiff and Stewart Title hereby release and discharge the other, their successors and assigns from all actions, causes of action, suits, debts, dues, accounts, damages, judgments, claims, and demands whatsoever, in law, admiralty or equity, which the other, and any successors and assigns, ever had or now have, concerning or relating to the Policies and the Loans litigated in the Civil Action, from the beginning of the world, except for the obligations created and to be performed under this Agreement including, without limitation, the obligation to cooperate with Stewart's efforts to recover under the repurchase agreements. .

Section 3. Legal Advice; Construction; Governing Law. The Parties acknowledge that they have sought and obtained independent legal advice, to the extent they deemed necessary, prior to the execution of this Agreement. Further, the Parties acknowledge that they have read this Agreement in its entirety, understand fully its consequences,

and agree freely and voluntarily with its contents prior to the execution of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party, shall not apply to the interpretation of this Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the United States of America, and to the extent that state law would apply New York law. The language of this Agreement shall not be construed for or against any particular Party.

Section 4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Agreement.

Section 5. Separate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which, when taken together, shall be deemed to constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB.	Stewart Title Insurance Company.
(b)(6)	
By: [redacted]	By: _____
Printed Name: Richard S. Gill	Printed Name: _____
Title: Counsel	Title: _____
Date: 10-9-2009	Date: _____

Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party, shall not apply to the interpretation of this Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the United States of America, and to the extent that state law would apply New York law. The language of this Agreement shall not be construed for or against any particular Party.

Section 4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Each party hereto and the persons signing below warrant that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Agreement.

Section 5. Separate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which, when taken together, shall be deemed to constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

The Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB.	Stewart Title Insurance Company.
	(b)(6)
By: _____	By [redacted]
Printed Name: _____	Printed Name: Richard J. King
Title: _____	Title: V.P., Chief Claims Counsel
Date: _____	Date: 10/15/09

(b)(2)

LIMS Hr
DIK/Mortgage Fraud

RECEIVED 12/17/09

ENTERED 12/17/09

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("*Agreement*") is entered into this 14th day of October, 2009, by and between the Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB ("*FDIC*"), Extol Mortgage Services, Inc. ("*Extol*"), John W. Reiher ("*Reiher*"), Yuri R. Antanovich ("*Antanovich*"), and Appraisal Dynamics, Incorporated ("*Appraisal Dynamics*"), with respect to the claims made in the case captioned *Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB v. Antanovich, et al.*, United States District Court for the Northern District of Illinois, Case No. 09-CV-2395 (the "*Litigation*").

(b)(2)

RECITALS

WHEREAS, IndyMac Bank, F.S.B ("*IndyMac*") purchased from *Extol* mortgage loans secured by the property located at 2535 W. Chicago Ave., Unit 2, Chicago, Illinois (the "*Property*");

WHEREAS, *Extol* entered into a contract with *IndyMac* relating to *Extol's* submission of mortgage loans to *IndyMac* (the "*Contract*") and *Reiher* executed a personal guaranty regarding the obligations of *Extol* under the *Contract* (the "*Guaranty*");

WHEREAS, *FDIC* asserted claims in the *Litigation* against *Extol* and *Reiher* based on the *Contract* and *Guaranty*;

WHEREAS, *Antanovich* performed an appraisal of the *Property* in the name of *Appraisal Dynamics* (the "*Appraisal*");

WHEREAS, *FDIC* asserted claims in the *Litigation* against *Antanovich* and *Appraisal Dynamics* based on the *Appraisal*;

WHEREAS, *FDIC* owned the *Property* as of September 9, 2009;

WHEREAS, *Antanovich, Appraisal Dynamics, Extol*, and *Reiher* expressly deny any liability relating to the asserted claims in the *Litigation*; and

WHEREAS, to avoid any further expense of litigation, the parties voluntarily enter into this *Agreement.*

In consideration of the above and for such other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged and based on the mutual promises and conditions contained herein, the parties agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part of this *Agreement.*

2. **Release.** For and in consideration of the total payment of $92,500 (Ninety Two Thousand Five Hundred Dollars) to be payable to "RJ Landau Partners PLLC, Attorneys for Federal Deposit Insurance Corporation" within 30 days of execution of this *Agreement* by *Reiher* and *Extol,* and in consideration of the terms and conditions of this *Agreement, FDIC, its successors and assigns,* does absolutely and unconditionally release *Extol* and *Reiher*, and their officers, directors, shareholders, insurers, employees, owners, agents, affiliates, successors, estates, heirs, insurance carriers, fiduciaries, and assigns, jointly and severally, from any and all claims or causes of action raised in the *Litigation* by *FDIC.*

For and in consideration of the total payment of $92,500 (Ninety Two Thousand Five Hundred Dollars) to be payable to the client trust account of RJ Landau Partners PLLC within 30 days of execution of this *Agreement* by *Appraisal Dynamics*, and in consideration of the terms and conditions of this *Agreement, FDIC, its successors and assigns,* does absolutely and unconditionally release *Antanovich* and *Appraisal Dynamics* and their officers, directors,

shareholders, insurers, employees, owners, agents, affiliates, successors, estates, heirs, insurance carriers, fiduciaries, and assigns, jointly and severally, from any and all claims or causes of action raised in the *Litigation* by *FDIC*.

3. **Express Reservation from Releases by *FDIC*.** Notwithstanding any other provision, by this *Agreement*, *FDIC* does not release, and expressly preserves fully and to the same extent as if the *Agreement* had not been executed, (a) any claims or causes of action that do not arise from or relate to the facts and circumstances alleged in the *Litigation*, or the defense of the same, or (b) any action taken by any other federal agency. In addition, this *Agreement* does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district.

4. **Attorney's Fees and Costs.** Each party shall bear its own attorney's fees and costs with respect to the *Litigation*.

5. **Press Release.** *FDIC* will not issue a press release regarding the *Agreement* or the settlement of the parties as to the *Litigation*.

6. **Amendment.** This *Agreement* may not be amended or modified at any time except by any instrument in writing executed by all of the parties.

7. **Execution.** This *Agreement* may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The parties also agree that, without receiving further consideration, they will sign and deliver such documents and do anything else that is reasonably necessary in the future to make the provisions of this *Agreement* effective.

8. **Integrated Agreement.** This *Agreement* sets forth the entire understanding between the parties concerning the subject matter of this *Agreement* and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this *Agreement* other than those set forth herein.

9. **Governing Law.** This *Agreement* shall be governed by and construed in accordance with Illinois law (excluding any conflict of laws rule or principle that might refer the governance or construction of this *Agreement* to the law of another jurisdiction). Nothing in this *Agreement* shall require any unlawful action or inaction by any party hereto.

10. **Severability.** If any portion of this *Agreement* is found to be unenforceable, the parties desire that all other portions that can be separated from the unenforceable portion or appropriately limited in scope shall remain fully valid and enforceable.

11. **Representation.** No representation or warranty has been made by or on behalf of any party to this *Agreement* (or any officer, director, employee or agent thereof) to induce any other party to enter into this *Agreement* or to abide by or consummate any transactions contemplated by any terms of this *Agreement*, except representations and warranties, if any, expressly set forth herein. In entering into this *Agreement*, the parties hereto represent that they have proceeded with the advice of an attorney of their own choice, that they have read the terms of this *Agreement*, that the terms of this *Agreement* have been completely read and explained to the parties by their attorney, and that those terms are fully understood and voluntarily accepted by the parties.

12. **Authority.** Each person signing this *Agreement* on behalf of any entity warrants or represents that he/she has the full and complete authority to enter into this *Agreement* on behalf of that entity.

IN WITNESS WHEREOF, the parties to this *Agreement* have executed this *Agreement* as of the date indicated by each party's signature.

Yuri Antanovich

_____

Date: _____

Appraisals Dynamics, Incorporated

By: _____

Name: _____

Title: _____

Date: _____

John W. Reiher

_____

Date: _____

Extol Mortgage Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Federal Deposit Insurance Corporation, as
Receiver for IndyMac Federal Bank, FSB

(b)(6)

By: [redacted]

Name: Richard S. Gill

Title: Counsel

Date: 10-14-09

447727v1

12. **Authority.** Each person signing this *Agreement* on behalf of any entity warrants or represents that he/she has the full and complete authority to enter into this *Agreement* on behalf of that entity.

IN WITNESS WHEREOF, the parties to this *Agreement* have executed this *Agreement* as of the date indicated by each party's signature.

(b)(6)

Yuri Antanovich

[redacted]

Date: 10.19.2009

Appraisals Dynamics, Incorporated

(b)(6)

By: [redacted]

Name: Yuri Antanovich

Title: Owner

Date: 10.19.2009

John W. Reiher

_____

Date: _____

12. **Authority.** Each person signing this *Agreement* on behalf of any entity warrants or represents that he/she has the full and complete authority to enter into this *Agreement* on behalf of that entity.

IN WITNESS WHEREOF, the parties to this *Agreement* have executed this *Agreement* as of the date indicated by each party's signature.

Yuri Antanovich

_____

Date: _____

Appraisals Dynamics, Incorporated

By: _____

Name: _____

Title: _____

Date: _____

John W. Reiher

[redacted] (b)(6)

Date: 14 Oct. 2009

Extol Mortgage Services, Inc.

(b)(6)

By: [redacted]

Name: John W. Reiber

Title: President

Date: 14 Oct. 2009

Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB

By: _____

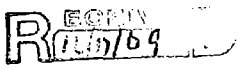
Name: _____

Title: _____

Date: _____

447727v1

(b)(2)



LIMS N Page 33
DIF/Mortgage Fraud

RELEASE AND SETTLEMENT AGREEMENT

1. PARTIES

1.1 The parties to this Release and Settlement Agreement (hereinafter "Agreement") are: (1) Federal Deposit Insurance Corporation, in its capacity as Receiver of IndyMac Bank, FSB ("IndyMac"); and (2) National City Bank ("NCB"). (b)(2)

2. RECITALS

2.1 IndyMac and NCB (collectively, the "Parties") were engaged in an arbitration before the American Arbitration Association ("AAA"), assigned case number 72-148-000166-08 OMTH (the "Arbitration"). The Federal Deposit Insurance Corporation was substituted in as party plaintiff by Stipulation signed April 29, 2009.

2.2 The Parties are now willing to resolve and settle their differences relative to the Arbitration.

2.3 The Parties acknowledge that this Agreement affects the settlement of claims which are contested and denied, and is the result of a compromise, and shall not be construed as an admission of liability by any of them. Each party acknowledges that the other expressly denies that it is in any way liable or obligated to the other, except for the obligations specifically set forth in this Agreement.

3. AGREEMENT BETWEEN THE PARTIES

3.1 In consideration of the agreements, mutual covenants, conditions, promises and releases contained herein, and with reference to the foregoing facts, the Parties hereby agree as follows:

3.1.A. NCB shall pay IndyMac $80,000.00 (the "Settlement Amount") within five (5) days of this Agreement becoming fully executed by the Parties.

3.1.B. NCB shall forward the Settlement Amount to the attention of IndyMac's counsel of record, Maurice Wainer, Esq., at the following address: Law Offices of Snipper, Wainer & Markoff, 270 North Canon Drive, Penthouse, Beverly Hills, California 90210

3.1.C. Each party shall be responsible for its own costs of suit, attorney's fees, Arbitration fees and costs, and arbitrator fees and costs incurred and/or accrued in connection with the prosecution or defense of the Arbitration or the negotiation of the Agreement and specifically waives any and all claims against the other party hereto for the recovery of same.

4. RELEASE AND WARRANTY

4.1 Each party to this Agreement represents and warrants to each other party to this Agreement that each has full power, capacity and authority to enter into this Agreement. The

Parties further warrant and represent that they have not sold or otherwise transferred to another person, organization, or entity, their rights and claims in the Arbitration.

4.2 The Parties hereby covenant and agree that neither they, nor any other person(s), entity(ies) and/or organization(s) owned or controlled by IndyMac or NCB will pursue a claim or cause of action against one another, (or their predecessors, successors, assigns, agents, employees, attorneys-in-fact, attorneys-at-law, or any of them, collectively or individually), for any type of relief which in any fashion involves or arises from the Action, the events, transactions and occurrences upon which the Action is based, and the loan or the Property which secured the Janet Oyler loan made on or about July 2005.

4.3 It is the intention of the Parties to this Agreement in executing this Agreement that it shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to, each and every claim, demand and cause of action they, or their predecessors, successors, assigns, agents, employees, attorneys-in-fact, attorneys-at-law, or any of them, collectively or individually, may have against one another which arises from or out of, or in any way or fashion relates to, the Arbitration and the loan or the Property which secured the Janet Oyler loan made on or about July 2005. In addition, and in furtherance of this intention, the Parties to this Agreement expressly waive any and all rights and benefits conferred upon each of them by the provisions of Section 1542 of the California Civil Code or by any similar provision of any other state, federal, or local statute, code, ordinance or law, pertaining to the subject matters of this Agreement, and expressly consent that the releases contained in this Agreement shall be given full force and effect according to the express terms and provisions of this Agreement, including as well releases relating to unknown and unsuspected claims, demands and causes of action which arise from or out of, or in any way or fashion relate to the Action, the events, transactions and occurrences upon which the Action is based, and the loan or the Property which secured the Janet Oyler loan made on or about July 2005.

Section 1542 of the California Civil Code, which is hereby waived, reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This waiver is expressly limited to known and unknown claims pertaining to, relating to, or arising from the events, transactions and occurrences upon which the Action is based, and the loan or the Property which secured the Janet Oyler loan made on or about July 2005.

5. MISCELLANEOUS

5.1 The Parties agrees to execute and deliver to each of the other parties hereto all

additional documents required to implement the terms and conditions of this Agreement.

5.2 The Parties agree the rights and obligations arising out of the Agreement, and each of its terms, shall be assignable and delegable, respectively, and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties, and each of them. This Agreement shall be fully enforceable and the Parties stipulate and agree that in the event of a breach of this Agreement, the Arbitrator appointed by the American Association Arbitration in the Arbitration shall, upon motion made, enter an award which award shall be fully enforceable pursuant to California Code of Civil Procedure §1283 et seq. and §1285 et seq. and that the Parties agree the Arbitrator is so empowered without further order of any court of competent jurisdiction.

5.3 In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and reasonable attorney's fees incurred by the prevailing party (including, without limitation, such costs, expenses and fees on appeal) and, if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and fees, including those of expert witnesses and attorney's fees, shall be included as part of the judgment.

5.4 This Agreement contains the entire and final agreement and understanding concerning the subject matter herein, and supersedes, cancels and replaces any prior negotiations or agreements between the Parties.

5.5 This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, including any disputes hereunder, and shall be construed according to its fair meaning. This Agreement shall be construed without regard to the identity of the person who drafted its various provisions; each and every provision of this Agreement shall be construed as though each of the Parties participated equally in drafting same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement. The paragraph and section headings herein have been inserted for convenience only, and shall not be construed or referred to in resolving questions of interpretation or construction.

5.6 The Parties may execute duplicate originals of this Agreement, or any documents they are required to sign or furnish hereunder, in counterparts, any of which shall be deemed to be the original if fully executed by all of the parties. Signatures by facsimile shall be acceptable to all parties hereto.

5.7 This Agreement may not be amended, altered, modified or otherwise changed except in a writing that is signed by the party against whom the change is alleged to be effective and expressly stating that it is an amendment of this Agreement.

(Continued to the Next Page)

5.8 If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue to remain in full force and effect.

DATED: 10-19-2009

Federal Deposit Insurance Corporation, in its capacity as Receiver of IndyMac Bank, FSB

(b)(6)

By: [redacted]

Its: Counsel

DATED: _____

National City Bank

By: _____

Its: _____

5.8 If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue to remain in full force and effect.

DATED: _____

Federal Deposit Insurance Corporation, in its capacity as Receiver of IndyMac Bank, FSB

By: _____

Its: _____

(b)(6)

DATED: 10/14/2009

National City Bank (b)(6)

By: [redacted]

Its: Vincent J. Weiss VP

H:\Matters\National City Bank (1264)\040 (IndyMac Bank)\Pleadings\Release and Settlement Agreement 10-13-09.doc

(b)(2)

LIMS Nr

received 9/22/10

ENTERED 9/30/10

RELEASE AGREEMENT

(b)(2)

This Release Agreement ("Agreement") is executed and effective the date that it is executed by the Claimant, **Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB,** set forth below.

DEFINITIONS

The term "Claimant" refers to **Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB** and includes not only the named entity, but also its fiduciaries, administrators, representatives, assigns, predecessors, successors, related entities, parent companies, owners, shareholders, and subsidiaries.

The term "Alleged Tortfeasor" refers to **James J. Fish and Appraisal Group of SE Michigan, LLC**, (i) their heirs, fiduciaries, executors, administrators, representatives, successors, assigns, or any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions, and (ii) the predecessors, successors, assigns, past or present employees, servants, agents, partners, fiduciaries, insurers and any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions.

The term "Defendant" refers to **Julia Myers** (i) her heirs, fiduciaries, executors, administrators, representatives, successors, assigns, or any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions, and (ii) the predecessors, successors, assigns, past or present employees, servants, agents, partners, fiduciaries, insurers and any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions.

The term "Insurer" refers to **Liberty Surplus Insurance Corporation** and includes not only the named entity, but also its fiduciaries, administrators, representatives, assigns, predecessors, successors, related entities, parent companies, owners, shareholders, and subsidiaries.

The term "Claims" refers to all claims which the Claimant may have or might possess against the Alleged Tortfeasor and Defendant arising out of any and all real property appraisal services performed by or on behalf of Alleged Tortfeasor and/or Defendant.

The term "Lawsuit" refers to the following action filed in the Genesee County Circuit Court:

> *Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB v. Great Lakes Broker Funding, LLC, et al,* Docket No. 06-83931-CZ

The term "Insurance Lawsuit" refers to the following action filed in the Genesee County Circuit Court:

Liberty Surplus Insurance Corporation v James J. Fish, The Appraisal Group of SE Michigan, Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, F.S.B., Estate of Jonathan C. Butcher, Patricia Butcher, and Julie Myers, Docket No. 07-87609-CK.

The term "Parties" refers to the Claimant, the Alleged Tortfeasor, Defendant and the Insurer.

TERMS

1. Settlement of Claims. The Parties have agreed that further litigation of the Claimant's Claims would not be in the best interest of the Claimant, the Alleged Tortfeasor, Defendant or the Insurer. As a result, the Parties have agreed to amicably resolve and settle all Claims which have been or which could be brought or asserted by Claimant against the Alleged Tortfeasor and/or Defendant as a result of professional services performed by the Alleged Tortfeasor and/or Defendant as well as the claims asserted in the Insurance Lawsuit.

2. Consideration. The sole and full consideration to be given by and on behalf of the Alleged Tortfeasor and Defendant in exchange for the agreements, promises and acknowledgments of the Claimant expressed herein, shall be payment of **Seventy Five Thousand ($75,000)** Dollars, which shall be paid on behalf of the Alleged Tortfeasor, Defendant and Insurer forthwith to the Claimant's attorneys, which shall be fully inclusive of all interest, costs and fees which are or might be taxable.

3. Dismissal of Related Claims. The parties acknowledge and agree that this Agreement is contingent upon the dismissal with prejudice and without costs of the Third Party Complaint filed in the Lawsuit by Defendants/Third Party Plaintiffs Estate of Jonathan C. Butcher and Patricia Butcher against Julia Myers, Appraisal Group of SE Michigan, LLC and James J. Fish and the execution of a Release by Defendants/Third Party Plaintiffs Estate of Jonathan C. Butcher and Patricia Butcher in favor of the Alleged Tortfeasor, Defendant and Insurer.

4. Dismissal of Lawsuit and Insurance Lawsuit. Upon the execution of this Agreement, the execution of the documents necessary to satisfy Paragraph 3 of this Agreement and the payment of the consideration set forth in Paragraph 2 of this Agreement, the Parties agree to execute and prepare such documents as are necessary to effectuate the dismissal of the Lawsuit and Insurance Lawsuit with prejudice and without costs.

5. Release by Claimant. In consideration of the payments and agreements made herein, the Claimant hereby releases and discharges the Alleged Tortfeasor, Defendant and Insurer of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever on account of, or because of, or in any way growing out of the Claims

or the events related to any and all services performed by the Alleged Tortfeasor, Defendant and Insurer. It is understood and agreed that this Settlement Agreement and Release is intended to effect a complete release of all Claims or actions of any type which the Claimant now has or may hereafter acquire against the Alleged Tortfeasor, Defendant and Insurer for damages and losses arising out of the services performed by the Alleged Tortfeasor and/or Defendant. The Claimant understands and agrees that this is a release in full and that, with the exception of enforcing this Agreement, it will never again be able to recover damages, monies, or benefits of any type from the Alleged Tortfeasor, Defendant or Insurer as a result of services performed by the Alleged Tortfeasor and/or Defendant, even though its damages or injuries may be greater or more extensive than currently anticipated.

6. Release by Alleged Tortfeasor, Defendant and Insurer. In consideration of the terms and conditions of this Agreement, the Alleged Tortfeasor, Defendant and Insurer hereby release and discharge the Claimant of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever on account of, or because of, or in any way growing out of the Claims or the events related to any and all services performed by the Alleged Tortfeasor, Defendant and Insurer. It is understood and agreed that this Settlement Agreement and Release is intended to effect a complete release of all Claims or actions of any type which the Alleged Tortfeasor, Defendant or Insurer now has or may hereafter acquire against the Claimant for damages and losses arising out of the services performed by the Alleged Tortfeasor and/or Defendant. The Alleged Tortfeasor, Defendant and Insurer understand and agree that this is a release in full and that, with the exception of enforcing this Agreement, they will never again be able to recover damages, monies, or benefits of any type from the Claimant as a result of services performed by the Alleged Tortfeasor and/or Defendant, even though its damages or injuries may be greater or more extensive than currently anticipated.

7. Covenant Not to Pursue Further Action. In further consideration of the aforementioned payments and agreements, and with the exception of taking action to enforce the terms of this Agreement, the Claimant hereby agrees to refrain from initiating or filing any further lawsuit or legal proceeding against the Alleged Tortfeasor, Defendant or Insurer pertaining to services performed by the Alleged Tortfeasor and/or Defendant, including the filing of any formal or informal complaint with any state licensing or regulating authority.

8. Hold Harmless. The Claimant agrees that it is its responsibility, and not the responsibility of the Alleged Tortfeasor, Defendant or Insurer, to pay all expenses, and liens claimed by any person, insurer, company, or non-governmental entity in connection with this matter. The Claimant agrees to reimburse, indemnify, and hold harmless the Alleged Tortfeasor, Defendant or Insurer for any money they may be called upon or required to pay for any expenses incurred in defending any such claims and any lawsuits relating to such claims brought against them by any person, insurer, company, or non-governmental entity, including actual attorney fees. Claimant further agrees to reimburse, indemnify, and hold harmless the Alleged

Tortfeasor, Defendant and Insurer for any expenses incurred in defending any action filed by any third party seeking indemnity, contribution or other damages arising out of real property appraisal services performed by or on behalf of the Alleged Tortfeasor and/or Defendant.

The provisions of this Paragraph 8 are applicable only to claims arising out of or relating to real estate appraisals of the parcels of real property identified in the First Amended Complaint filed by the plaintiff in the Lawsuit. The provisions of this Paragraph 8 do not apply to any court or governmental agency ordered restitution payments nor to any expenses, including attorneys fees, incurred with respect to any criminal prosecution. In no event shall Claimant's financial obligations under this Paragraph 8 exceed an aggregate total of $75,000.00.

9. Representations by Claimant. Claimant represents and warrants to the Alleged Tortfeasor, Defendant and Insurer that no person or entity other than the Claimant presently has or ever had any interest in the claims, damages, rights, causes of action, or other matters to which this Agreement applies; that the Claimant has the sole right and authority to execute this Agreement and covenants that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, rights, or causes of action referred to, compromised, or surrendered in this Agreement.

10. Non-Admission of Liability. Claimant acknowledges that this settlement is a compromise of a disputed claim, and that the payment made by or on behalf of the Alleged Tortfeasor, Defendant and Insurer is not to be construed as an admission of liability on the part of the Alleged Tortfeasor, Defendant or Insurer, by whom liability is expressly denied.

11. Advice Concerning Settlement. Claimant acknowledges and represents that, before deciding to enter into this Agreement and signing this Agreement, it obtained the advice of counsel. Claimant executed this Agreement knowingly and voluntarily without relying on any statements or representations by any other Party, person or entity other than the statements or representations contained in this Agreement.

12. Binding Effect. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Claimant, its successors and assigns.

13. Authority to Execute Agreement. Claimant represents that it is legally competent and has full authority to enter into this Agreement.

14. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

15. Entire Agreement. Except as otherwise provided, this Agreement contains the entire

understanding among the Parties with respect to the subject matter of this Agreement and supercedes all prior and contemporaneous Agreements, understandings and/or negotiations. No parol evidence of prior or contemporaneous agreements, understandings, and/or negotiations shall be used to modify this Agreement. No modification or alteration shall be deemed effective unless in writing and signed by all of the Parties.

16. Michigan Law Applies. The Parties agree that Michigan law governs and controls this Agreement and any disputes to be resolved hereunder.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

(b)(6)

By: Richard S. Cecil
Its: Counsel

~~STATE~~ Commonwealth OF Virginia)
) ss
COUNTY OF Arlington)

Subscribed and sworn to before me this 19 day of October, 2009.

(b)(6)

Notary Public
Arlington County,
acting in Arlington County
My Commission Expires:

NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029579
My Commission Expires
November 30, 2010

APPRAISAL GROUP OF SE MICHIGAN, LLC

(b)(6)

By: JAMES J. FISH
Its: PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

Subscribed and sworn to before me this 16th day of Jan 2010.

(b)(6)

Notary Public
Macomb County, Michigan
acting in Oakland County
My Commission Expires: 8/3/13

LIBERTY SURPLUS INSURANCE CORPORATION

By:
Its:

STATE OF)
) ss
COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 2009.

Notary Public
_____ County,
acting in _____ County
My Commission Expires:

understanding among the Parties with respect to the subject matter of this Agreement and supercedes all prior and contemporaneous Agreements, understandings and/or negotiations. No parol evidence of prior or contemporaneous agreements, understandings, and/or negotiations shall be used to modify this Agreement. No modification or alteration shall be deemed effective unless in writing and signed by all of the Parties.

16. Michigan Law Applies. The Parties agree that Michigan law governs and controls this Agreement and any disputes to be resolved hereunder.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

(b)(6) [redacted]

By: Richard S. Gill
Its: Counsel

~~STATE OF~~ Commonwealth of Virginia)
) ss
COUNTY OF Arlington)

Subscribed and sworn to before me this 19 day of October, 2009.

(b)(6) [redacted]

Notary Public
Arlington County,
acting in Arlington County
My Commission Expires:

NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029679
My Commission Expires
November 30, 2010

APPRAISAL GROUP OF SE MICHIGAN, LLC

By: JAMES J. FISH
Its: PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 2009.

Notary Public
_____ County, Michigan
acting in _____ County
My Commission Expires:

LIBERTY SURPLUS INSURANCE CORPORATION

(b)(6) [redacted]

By: William C. Constant
Its: Asst. Assistant Vice President

STATE OF New York)
) ss
COUNTY OF New York)

Subscribed and sworn to before me this 10 day of January, 2009.

(b)(6) [redacted]

Notary Public
New York County,
acting in New York County
My Commission Expires: 12/27/10

DOROTHY M. WATKINS
Notary Public, State of New York
No. 01WA5027404
Qualified in Queens County
Commission Expires December 27, 2010

(b)(6) [redacted]

JAMES J. FISH

(b)(6) [redacted]

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

Subscribed and sworn to before me this 6th day of Jan. 2010

(b)(6) [redacted]

Notary Public
Macomb County, Michigan
acting in Oakland County
My Commission Expires: 8/8/13

JULIA MYERS

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 2009.

_____
Notary Public
_____ County, Michigan
acting in _____ County
My Commission Expires:

(b)(6)

[redacted]

JAMES J. FISH

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 2009.

_____
Notary Public
_____ County, Michigan
acting in _____ County
My Commission Expires:

JULIA MYERS (b)(6)

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

Subscribed and sworn to before me this 7th day of December, 2009.

[redacted] (b)(6)

(b)(6)
Notary Public
Oakland County, Michigan
acting in Oakland County
My Commission Expires: 5/23/2012

(b)(2)

Page 38

R 12/17/09

LIMS Mr
DIF/Mortgage

ENTERED
12/17/09

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

(b)(2)

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 20th day of October, 2009 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, FSB ("FDIC") and Mortgage Network, Inc. ("Mortgage Network"). The FDIC and Mortgage Network may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1.1 Mortgage Network sold and/or delivered mortgage loans to IndyMac Bank, FSB, pursuant to various written agreements. A dispute has arisen between the Parties with respect to outstanding demands for repurchase and/or indemnity. Specifically, IndyMac Bank, FSB made demands to Mortgage Network for repurchase and/or indemnification based upon a finding of a breach of the representations and warranties or an Early Payment Default as set forth in the written agreements.

1.2 Without admitting liability, the Parties desire to and have agreed to settle all repurchase and indemnification claims relating to the mortgage loans which were sold directly by Mortgage Network to IndyMac Bank, FSB (the "LOANS") 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:

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

1.4 Payment of the Settlement Agreement. Mortgage Network shall pay the total sum of $600,000.00 (six hundred thousand dollars) (the "Settlement Funds"). Payment of the Settlement Funds shall be made as follows:

The sum of $300,000.00 (three hundred thousand dollars) shall be made within 5 (five) calendar days of execution of this Settlement Agreement.

A second payment of $300,000 (three hundred thousand dollars) shall be made within 60 (sixty) calendar days of execution of this Settlement Agreement.

(b)(4) Payments shall be made by wire transfer made payable to "Mortgage Recovery Law Group Trust Account," Account Number: [redacted] Routing Number: [redacted] (b)(4)
Reference: Mortgage Network Settlement.

1.5 In the event Mortgage Network defaults by failing to make a timely payment as set forth in this Settlement Agreement, the FDIC shall give written notice via email or fax of the default to Mortgage Network, c/o Brandon Pratt at
(b)(4),(b)(6) [redacted] F: [redacted]
(b)(4),(b)(6)

1.6 Mortgage Network shall have five (5) calendar days from date of the notice to cure the default. In the event that Mortgage Network fails to cure the default within five (5) calendar days, the remaining balance of the Settlement Funds will be immediately due and payable, and the FDIC may pursue the immediate payment in full of all sums remaining due without further demand and may invoke all remedies permitted by applicable law. The FDIC shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees and costs incurred in collecting all sums owing.

RELEASE

1.7 **Unknown Claims.** Each Party acknowledges that this executed settlement and release 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 LOANS. Each Party hereby expressly waives application of *California Civil Code §1542* and any other similar statute or rule.

1.8 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."

1.9 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, 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.

1.10 Each Party hereby fully, finally, and forever release and discharge the other Parties, 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 LOANS, the claims and causes of action that were or could have been asserted relating to the LOANS, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the LOANS, except that the FDIC retains any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature against THIRD PARTIES (closing agents, settlement agents, title companies, insurance companies, appraisers, appraisal companies, third party originators, or insurance companies for any of the foregoing, as collectively referred to as "THIRD PARTIES") arising out of or related to the LOANS.

1.11 Notwithstanding any other provision in this Settlement Agreement, Mortgage Network immediately, exclusively, and irrevocably assigns to the FDIC any and all claims, rights, title, or interest for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which Mortgage Network has or may have against any and all THIRD PARTIES arising out of or related to the LOANS.

1.12 Notwithstanding any other provision in this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office 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.

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

1.14 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.

1.15 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.

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

1.17 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.

1.18 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.

1.19 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.

1.20 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 of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently

unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.21 Approval and Authority. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement.

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

1.23 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.

1.24 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.

1.25 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.

1.26 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.

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

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

For: The FDIC as Receiver of IndyMac Bank, FSB	**For: Mortgage Network, Inc.**
(b)(6) By: [redacted]	By: [redacted] (b)(6)
Name: Richard S. Gail	Name: Albert Paré III
Title: Counsel	Title: Treasurer
Date: 10-20-09	Date: October 20, 2009

No. 380-03576-07

INDYMAC BANK, F.S.B.,	§	
	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	
	§	
DAVID E. HOGG, AARON D. MOLLOY,	§	380th JUDICIAL DISTRICT
ADM RELOCATIONS, PAM FORD, AND	§	
FORD PROFESSIONAL APPRAISALS,	§	
	§	
	§	
Defendants.	§	COLLIN COUNTY, TEXAS

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into by and between the Federal Deposit Insurance Corporation, as receiver for IndyMac Bank, F.S.B. (the "FDIC") and Defendant David E. Hogg ("Hogg") (the FDIC and Hogg collectively hereinafter as the "Parties").

RECITALS

WHEREAS, disputes have arisen among and between the FDIC and Hogg arising out of loans made to Hogg totaling $700,000 (the "Loans") for the purchase of property located at 5949 Orchard Park Drive, Frisco, Texas 75034 (the "Property");

WHEREAS, the FDIC and Hogg are parties in a lawsuit styled *IndyMac Bank, F.S.B. v. David E. Hogg, Aaron D. Molloy, ADM Relocations, Pam Ford, and Ford Professional Services*, Cause No. 380-03576-07, in the 380th District Court, Collin County, Texas (hereinafter the "Lawsuit");

WHEREAS, the FDIC asserts claims against Hogg in the Lawsuit for fraud and civil conspiracy and seeks damages;

WHEREAS, to avoid the possible costs, burdens and distractions of future litigation, the Parties now desire to and, through the execution of this Agreement, do hereby dispose of and resolve fully and completely any and all disputes, claims, issues, and differences among and between them as set forth hereinafter;

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

(b)(2) [redacted]

TERMS OF SETTLEMENT AGREEMENT

1. The FDIC agrees to settle the Lawsuit with Hogg for a payment of consideration from Hogg totaling $30,000.00 (the "Consideration").

2. The parties agree that each will pay its own costs, expenses, and attorneys' fees.

3. Hogg agrees to pay the Consideration as follows:

   (a) $10,000.00 within 2 days of execution of this agreement by the FDIC.

   (b) Thereafter, Hogg will pay $500 per month for 40 months. Payments must be received by the FDIC by the first Monday of the month.

   (c) The first $500 payment shall be received by the FDIC no later than Monday, December 7, 2009.

4. Hogg shall make all above-referenced payments via check or wire transfer. Checks shall be made payable to Mortgage Recovery Law Group Client Trust Account and reference the case number and name above. Checks shall be mailed to:

   Paul A. Levin
   Mortgage Recovery Law Group
   700 North Brand Boulevard, Suite 830
   Glendale, CA 91203

5. Within 10 days of receipt of this Settlement Agreement executed by Hogg, the FDIC will file an agreed notice of nonsuit without prejudice and submit an agreed order regarding same.

6. In event of default in payments, the FDIC shall send a written notice to Hogg at the addresses set forth below. Hogg shall be given a 5 day opportunity to cure. If Hogg does not cure, the FDIC shall have the right to reduce this agreement to judgment for the remaining unpaid payments, and shall be entitled to its attorneys' fees and costs for same. Unless there is a dispute as to payments made and not credited properly, Hogg shall make no defenses to suit or dispute the allegations. A motion to enter judgment would be filed and agreed on for any amounts set forth herein that have not been paid.

7. Upon receipt of all payments of the Consideration due under this Settlement Agreement, the FDIC and its successors, predecessors, and assigns, RELEASE, ACQUIT, AND FOREVER DISCHARGE Hogg and his past, present and future agents, brokers, representatives, successors, predecessors, affiliates, assigns, and attorneys from and against any and all claims asserted in the Lawsuit. This release is limited to any and all actual or implied claims, demands and causes of action asserted in the Lawsuit relating to the Loans and the Property. This release is expressly conditioned upon full performance of the terms of this Settlement Agreement by Hogg.

(b)(2) [redacted]

8. Except as to such rights as may be created under this Settlement Agreement, Hogg and his agents, representatives, successors, predecessors, and assigns hereby irrevocably and unconditionally RELEASE, ACQUIT, AND FOREVER DISCHARGE the FDIC and its past, present and future agents, brokers, employees, representatives, officers, directors, parents, subsidiaries, sister companies, successors, predecessors, affiliates, assigns, and attorneys from and against any and all claims including, but not limited to, all claims whatsoever related to or arising from, directly or indirectly, the Lawsuit.

9. After all payments above have been made, Hogg may submit a draft release agreement to the FDIC at the address in paragraph 10. The FDIC shall execute and deliver a release to Hogg within 30 days after receipt of the draft release from Hogg. If the release is not given within 30 days after the draft release is sent to the FDIC, then Hogg may file suit to compel a release.

10. All communications with the FDIC regarding this matter shall reference the case name and number above and be sent to:

    Mortgage Recovery Law Group
    Attention: Paul A. Levin
    700 North Brand Boulevard, Suite 830
    Glendale, CA 91203

11. All communications with Hogg shall be sent to:

    Gil L. Daley, II
    The Law Office of Gil L. Daley, II, P.C.
    209 West 2nd Street #107
    Fort Worth, TX 76102

12. It is the responsibility of each party to notify opposing party of any change of address.

13. Each Party agrees to be solely responsible for the payment of their respective attorney's fees, court costs, expert witness fees, court reporter's fees, and all other expenses incurred on said party's behalf as a result of or in connection with the Lawsuit and/or this Agreement.

14. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas in all respects, including matters of construction, validity, enforcement and interpretation. The Parties agree that this Agreement is performable in Dallas County, Texas and venue shall lie in Dallas County, Texas with respect to any matter of dispute relating to this Agreement.

15. This Agreement may be executed in a number of identical counterparts, each of which shall constitute collectively one agreement; but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart containing the

(b)(2) [redacted]

signature of the Party or Parties against whom enforcement is sought. This Agreement may be executed with facsimile signatures.

16. The Parties represent and warrant: (a) They have the full power, authority, and capacity to execute, deliver and perform all of the obligations set forth in and arising from this Agreement; (b) That they have no awareness of the existence of any actual or potential claim, demand, suit, cause of action, charge or grievance possessed by them, which is not subject to and fully released by this Agreement, except for matters as may be expressly excluded in this Agreement, that concerns or relates in any way, directly or indirectly, to the Lawsuit or the Property; (c) That they have not assigned or otherwise transferred to any other person or entity any interest in any claim, account, motion, demand, action and/or cause of action they have, or may have, or may claim to have against the persons and entities released herein; (d) That this Agreement constitutes the entire valid and binding obligations and agreements of the Parties with regard to the matters covered therein; (e) That in executing this Agreement, they have not received or relied upon any oral or written representation of any other Party or person (except for the warranties, representations, covenants, terms and conditions contained in writing in this Agreement regarding any fact, circumstance, condition, legal effect, promise of future action or any other consideration; (f) That the consideration given in connection with this Agreement constitutes adequate consideration for each and every term of this Agreement; (g) That they have retained independent counsel and received legal advice from such counsel with respect to this Agreement and the advisability of making this settlement; and that they fully understand the terms of this Agreement and the consequences thereof, and have entered into this Agreement of their own free will and accord without any threat or duress.

17. By execution of this Agreement, the Parties do not admit the truthfulness of any of the claims or allegations made against them by any opposing Party, and the execution of this Agreement shall not constitute nor ever be offered by any Party as an admission of any fact or allegation asserted in any lawsuit or legal proceeding.

18. This Agreement embodies the complete agreement between the Parties, nullifies any prior agreement concerning the subject matter hereof, and cannot be varied or terminated except by the written consent of the Parties.

IN WITNESS WHEREOF, the Parties and undersigned hereto, intending to be legally bound, have consented to and executed this Settlement Agreement on the dates set forth below.

(b)(2) [redacted]

Federal Deposit Insurance Corporation

(b)(6)

By: [redacted]

Printed Name: Jock S. Duncan

Title: Counsel

Date: Nov. 16, 2009

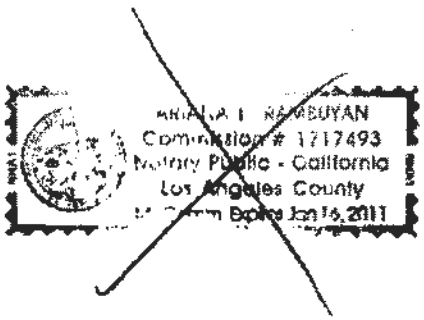
STATE OF CALIFORNIA §

§

COUNTY OF ORANGE §

Before me, the undersigned authority, on this day personally appeared JOCK S. DUNCAN of Federal Deposit Insurance Corporation, known to me to be the person whose name is subscribed to the foregoing agreement, and after being duly sworn, acknowledged to me that s/he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on NOVEMBER 16, 2009.



[redacted] (b)(6)

Notary Public, In and for the State of California

(b)(2) [redacted]

(b)(6) [redacted]

David E. Hogg

Date: November 16, 2009

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared David E. Hogg, known to me to be the person whose name is subscribed to the foregoing agreement, and after being duly sworn, acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on November 16, 2009.

[redacted] (b)(6)

Notary Public, In and for the State of Texas

AMBER KAY ESCOBAR
Notary Public, State of Texas
My Comm. Expires Dec. 17, 2011

(b)(2) [redacted]

AGREED AS TO FORM:

Carolyn Gebhard Johnson
Attorney for Intervening Plaintiff IndyMac Bank, F.S.B.
And the Federal Deposit Insurance Corporation as Conservator
For IndyMac Federal Bank, F.S.B.

(b)(6)

Gil L. Daley, II
Attorney for Defendant David E. Hogg

(b)(2)

(b)(2)

L/MS No [redacted]
DIF/Mortgage Fraud

SETTLEMENT AGREEMENT

(b)(2) [redacted]

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 25 day of November 2009 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B. ("FDIC/INDYMAC"), MEGA CAPITAL FUNDING, INC. ("MEGA CAPITAL") and MEGA CAPITAL's President and sole shareholder YONG SOK NA. FDIC/INDYMAC, MEGA CAPITAL and YONG SOK NA may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about January 10, 2006, FDIC/INDYMAC and MEGA CAPITAL entered into a business relationship governed by a Mortgage Loan Purchase and Interim Servicing Agreement (hereinafter "Agreement").

1.2 Pursuant to the terms of the Agreement, MEGA CAPITAL sold to FDIC/INDYMAC the following five (5) loans identified by borrower name, loan number(s), principal amount(s) and address:

(b)(6) (a) BLANCAS LOAN – The loan to [redacted] in the principal amount
(b)(6) of $477,000, secured by real property located at [redacted] La Puente,
(b)(6) California, 91744 (Loan No. [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about June 4, 2007.

(b)(6) (b) FLORES LOAN – The loan to [redacted] in the principal amount of
(b)(6) $352,000.00, secured by real property located at [redacted] Compton,
(b)(6) California (Loan No. [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about April 16, 2007.

(c) CARMONA LOAN – The loan to [redacted] in the principal (b)(6)
amount of $384,000, secured by real property located at [redacted] Hesperia, (b)(6)
(b)(6) California, 92345 (Loan No. [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about April 10, 2007.

(b)(6) (d) FINNEY LOAN – The loan to [redacted] in the principal amount
(b)(6) of $324,000, secured by real property located at [redacted] Concord, CA
(b)(6) 94521 (Loan No. [redacted] and which was submitted and sold to FDIC/INDYMAC on or about January 24, 2007.

(b)(6) (e) LOZANO LOAN – The loan to [redacted] in the principal amount
(b)(6) of $575,000, secured by real property located at [redacted] Anaheim, California

(b)(6) 92804 (Loan No. [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about October 20, 2006.

1.3 The five (5) loans described in paragraph 1.2 above are collectively referred to herein as the "SUBJECT LOANS".

1.4 FDIC/INDYMAC claims that the SUBJECT LOANS were an Early Payment Default as defined by Section 3.05 of the Agreement and that MEGA CAPITAL breached the Agreement by refusing to repurchase the SUBJECT LOANS after receiving demands from INDYMAC to do so.

1.5 MEGA CAPITAL disputes FDIC/INDYMAC's claims relating to the SUBJECT LOANS.

1.6 On or about July 24, 2009, FDIC/INDYMAC filed a lawsuit entitled *FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, FSB v. MEGA CAPITAL FUNDING, INC., a California corporation* in the United States District Court, Central District of California, Case No. CV09-05431 (hereinafter "Action") seeking damages arising out of the SUBJECT LOANS. The Complaint included six (6) separate claims for relief – five (5) for breach of contract and one (1) for specific performance.

1.7 FDIC/INDYMAC filed a Notice of Motion and Motion for Writ of Attachment. The Motion for Writ of Attachment came on for hearing on October 19, 2009 before the Hon. Patrick J. Walsh in Courtroom B of the United States District Court, Central District of California. After reviewing the moving, opposing and reply papers, and hearing oral argument, the court granted FDIC/INDYMAC's motion and issued a right to attach order.

1.8 On October 21, 2009, the levying officer served a writ of attachment on MEGA CAPITAL's bank account at Nara Bank in Los Angeles, California. The levied funds in the amount of $853,301.34 are currently being held by the levying officer, the U.S. Marshal's Service.

1.9 The Parties desire and have agreed to settle all claims relating to the SUBJECT LOANS described in paragraph 1.2 of this Settlement Agreement.

2. AGREEMENT

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

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

2.2 Payment to FDIC/INDYMAC. Payment of Four Hundred Thousand Dollars and no/cents ($400,000.00) (the "Settlement Funds") shall be paid on behalf of MEGA CAPITAL to FDIC/INDYMAC.

(a) Of the Settlement Funds, the initial payment (the "Initial Payment") shall be for Two Hundred Thousand Dollars and no cents ($200,000.00). Pursuant to the Stipulation of the Parties and order of the Court thereon, the Initial Payment shall be paid to FDIC/INDYMAC directly from the funds levied as a result of the Writ of Attachment and which are currently held by the levying officer. The levying officer shall deliver the sum of Two Hundred Thousand Seventy-One Dollars and no cents ($200,071.00) to FDIC/INDYMAC c/o Anderson, McPharlin & Conners, LLP at 444 S. Flower Street, 31st Floor, Los Angeles, California, 90071, Attn: Vanessa H. Widener. The Initial Payment shall be paid by certified funds made payable to Anderson, McPharlin & Conners Trust Account. FDIC/INDYMAC and MEGA CAPITAL stipulate and agree that the funds distributed to the FDIC/INDYMAC shall include the Seventy-One Dollar ($71.00) fee paid by FDIC/INDYMAC to the levying officer for relating to the processing and service of the Writ of Attachment. The remainder of the levied funds totaling Six Hundred Fifty Three Thousand Two Hundred Thirty Dollars and Thirty-Four Cents ($653,230.34) shall be returned by the levying officer to MEGA CAPITAL c/o YONG SOK NA, 5000 N. Parkway Calabasas #100, Calabasas, CA 91302.

(b) The remaining Settlement Funds totaling Two Hundred Thousand Dollars and no cents ($200,000.00) shall be paid by MEGA CAPITAL to FDIC/INDYMAC in ten equal payments of Twenty Thousand Dollars and no cents ($20,000.00) beginning on February 1, 2010 ("Monthly Payments") and continuing on the first of each month thereafter until paid in full. The Monthly Payments shall be made by wiring the funds as follows:

Bank : City National Bank

City : Los Angeles

(b)(4) ABA : [redacted]

Account: [redacted]

2.3 The Monthly Payments shall be personally guaranteed by YONG SOK NA in a form attached hereto as Exhibit 1. Concurrently with the signing and delivery of this Settlement Agreement, MEGA CAPITAL and YONG SOK NA shall execute a Stipulation for Entry of Judgment in the amount of Two Hundred Thousand Dollars and no cents ($200,000.00) less any amounts received pursuant to paragraph 2.2(b), against MEGA CAPITAL and YONG SOK NA, jointly and severally, in the form attached

hereto as Exhibit 2. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached to the Stipulation as Exhibit A. Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Settlement Agreement. The Stipulation and Judgment shall be held in trust by FDIC/INDYMAC'S attorneys of record and shall not be filed unless MEGA CAPITAL breaches paragraph 2.2(b) above and fails to timely cure said breach pursuant to paragraph 2.5 after receiving FDIC/INDYMAC notice of default as provided in paragraph 2.4. The Judgment (Pursuant to Stipulation) shall not be entered so long as MEGA CAPITAL performs under the terms of this Settlement Agreement with respect to making the Monthly Payments required by paragraph 2.2(b) above.

2.4 In the event MEGA CAPITAL defaults by failing to make a timely payment to FDIC/INDYMAC as set forth in paragraphs 2.2(b) above, FDIC/INDYMAC shall give written notice of the default and notice of its intent to enter Judgment (Pursuant to Stipulation) to MEGA CAPITAL and YONG SOK NA via mail and facsimile as follows: (1) Yong Sok Na, President, Mega Capital Funding, Inc., 5000 N. Parkway Calabasas #100, Calabasas, CA 91302, Voice: [redacted] and Fax: [redacted] and (2) Thomas J. Ryu, Ryu Law Group, APC, 3435 Wilshire Blvd., Suite 2050, Los Angeles, California, 90010, Voice: [redacted] and Fax: [redacted]

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

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

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

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

2.5 MEGA CAPITAL shall have five (5) business days from receipt of the notice of default to cure the default. If MEGA CAPITAL fails to cure the default within five (5) business days, FDIC/INDYMAC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) against MEGA CAPITAL and YONG SOK NA, jointly and severally, and enforce said Judgment against MEGA CAPITAL and YONG SOK NA, jointly and severally. Judgment may be entered by ex parte application (without testimony or trial and MEGA CAPITAL and YONG SOK NA further waive the right to a court and/or jury trial) with notice given to MEGA CAPITAL and YONG SOK NA and Thomas J. Ryu, Esq. by facsimile and telephone at the facsimile and phone numbers listed in paragraph 2.4 above.

2.6 Within five (5) business days of FDIC/INDYMAC's counsel's receipt of the fully executed Settlement Agreement and Stipulation for Entry of Judgment, FDIC/INDYMAC's counsel shall file a request for dismissal of the entire Action with prejudice.

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

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

3. RELEASE

3.1 Unknown Claims. FDIC/INDYMAC and MEGA CAPITAL acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which they may have against each other arising from or in conjunction with the SUBJECT LOANS described in paragraph 1.2 of this Settlement Agreement.

3.2 The Parties acknowledge and agree that MEGA CAPITAL processed, packaged and/or sold other mortgage loans to FDIC/INDYMAC which are not described in paragraph 1.2 of this Settlement Agreement and that this Settlement Agreement and the Release does not apply to mortgage loans not described herein. FDIC/INDYMAC expressly reserves its rights to pursue any and all claims and causes of action it may have in law or equity against MEGA CAPITAL arising out of any mortgage loan which is not described herein.

3.3 The Parties hereby expressly waive application of *California Civil Code §1542* with respect to the SUBJECT LOANS. The Parties certify that they have read and understand the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

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

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

3.5 Except for the rights, duties, and obligations set forth in this Settlement Agreement and Stipulation for Entry of Judgment, the Parties each hereby fully, finally, and forever release and discharge the other Party, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent

contractors, attorneys, insurers, agents, investors, representatives, officers, directors, shareholders, independent contractors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, the SUBJECT LOANS.

3.6 Express Reservation from Releases by FDIC. Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, (a) any claims or causes of action that do not arise from or relate to the SUBJECT LOANS, or the defense of the same, or (b) any action taken by any other federal agency. As of the execution of this Settlement Agreement, the FDIC is not aware of any action taken or claims held by another federal agency arising from or related to the SUBJECT LOANS. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*, if appropriate.

4. MISCELLANEOUS

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

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

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

4.4 Governing Law. The Parties agree to submit any dispute arising out of this Settlement Agreement, or related thereto, to the Courts of the City and County of Los Angeles, California or the United States District Court, Central District of California,

consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

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

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

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

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

4.9 **Approval, Authority, and Nonassignment.** The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement, and further warrant and represent that they have not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, any claim, action, demand, or cause of action released by this Settlement Agreement.

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

4.11 **Counterparts/Execution.** This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective

for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

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

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

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

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

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

DATED: November 22, 2009
APPROVED AS TO FORM

RYU LAW GROUP, APC

(b)(6)

By: [redacted]
Thomas J. Ryu, Esq.
Attorneys for Defendant, MEGA CAPITAL FUNDING, INC.

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

DATED: November 19, 2009

MEGA CAPITAL FUNDING, INC.

(b)(6)

By: _____
Yong Sok Na (b)(6)
President of MEGA CAPITAL FUNDING, INC.

DATED: November 19, 2009

(b)(6)

By: _____
Yong Sok Na (b)(6)

DATED: November __, 2009
APPROVED AS TO FORM

ANDERSON, McPHARLIN & CONNERS LLP

By: _____
VANESSA H. WIDENER
Attorneys for Plaintiff,
FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B.

DATED: November ___, 2009

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

By: _____
Signature

_____
Type/Print Name and Title

DATED: November ___, 2009

MEGA CAPITAL FUNDING, INC.

By: _____
Yong Sok Na
President of MEGA CAPITAL FUNDING, INC.

DATED: November ___, 2009

By: _____
Yong Sok Na

DATED: November __, 2009
APPROVED AS TO FORM

ANDERSON, McPHARLIN & CONNERS LLP

By: _____
VANESSA H. WIDENER
Attorneys for Plaintiff,
FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B.

DATED: November 17, 2009

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

By: [redacted] (b)(6)
Signature

Jack S. Duncan, Counsel
Type/Print Name and Title

DATED: November ___, 2009

MEGA CAPITAL FUNDING, INC.

By: _____

Yong Sok Na
President of MEGA CAPITAL FUNDING, INC.

DATED: November ___, 2009

By: _____

Yong Sok Na

DATED: November 25 2009
APPROVED AS TO FORM

ANDERSON, McPHARLIN & CONNERS LLP

(b)(6)

By _____

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

DATED: November ___, 2009

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

By: _____

Signature

_____

Type/Print Name and Title

AGREEMENT OF GUARANTY

This Agreement of Guaranty (herein the "Guaranty") is made by YONG SOK NA ("Guarantor") for the benefit of the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB, (FDIC/INDYMAC).

RECITALS

1.1 On or about January 10, 2006, FDIC/INDYMAC and MEGA CAPITAL FUNDING INC. ("MEGA CAPITAL") entered into a business relationship governed by a Mortgage Loan Purchase and Interim Servicing Agreement (hereinafter "Agreement").

1.2 Pursuant to the terms of the Agreement, MEGA CAPITAL sold to FDIC/INDYMAC the following five (5) loans identified by borrower name, loan number(s), principal amount(s) and address:

(b)(6)

(a) BLANCAS LOAN – The loan to [redacted] in the principal amount of
(b)(6) $477,000, secured by real property located at [redacted] La Puente, California, 91744
(b)(6) (Loan No [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about June 4, 2007.

(b)(6)

(b) FLORES LOAN – The loan to [redacted] in the principal amount of
(b)(6) $352,000.00, secured by real property located at [redacted] Compton, California
(b)(6) (Loan No. [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about April 16, 2007.

(b)(6)

(c) CARMONA LOAN – The loan to [redacted] in the principal amount of
(b)(6) $384,000, secured by real property located at [redacted] Hesperia, California, 92345
(b)(6) (Loan No. [redacted] and which was submitted and sold to FDIC/INDYMAC on or about April 10, 2007.

(b)(6)

(d) FINNEY LOAN – The loan to [redacted] in the principal amount of
$324,000, secured by real property located at [redacted] (b)(6), Concord, CA 94521 (Loan
(b)(6) No. [redacted] and which was submitted and sold to FDIC/INDYMAC on or about January 24, 2007.

(b)(6)

(e) LOZANO LOAN – The loan to [redacted] in the principal amount of
(b)(6) $575,000, secured by real property located at [redacted] Anaheim, California 92804
(b)(6) (Loan No. [redacted]) and which was submitted and sold to FDIC/INDYMAC on or about October 20, 2006.

1.3 The five (5) loans described in paragraph 1.2 above are collectively referred to herein as the "SUBJECT LOANS".

1.4 FDIC/INDYMAC claims that the SUBJECT LOANS were an Early Payment Default as defined by Section 3.05 of the Agreement and that MEGA CAPITAL breached the Agreement by refusing to repurchase the SUBJECT LOANS after receiving demands from INDYMAC to do so.

1.5 MEGA CAPITAL disputes FDIC/INDYMAC's claims relating to the SUBJECT LOANS.

1.6 On or about July 24, 2009, FDIC/INDYMAC filed a lawsuit entitled *FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, FSB v. MEGA CAPITAL FUNDING, INC., a California corporation* in the United States District Court, Central District of California, Case No. CV09-05431 (hereinafter "Action") seeking damages arising out of the SUBJECT LOANS. The Complaint included six (6) separate claims for relief – five (5) for breach of contract and one (1) for specific performance.

1.7 FDIC/INDYMAC filed a Notice of Motion and Motion for Writ of Attachment. The Motion for Writ of Attachment came on for hearing on October 19, 2009 before the Hon. Patrick J. Walsh in Courtroom B of the United States District Court, Central District of California. After reviewing the moving, opposing and reply papers, and hearing oral argument, the court granted FDIC/INDYMAC's motion and issued a right to attach order.

1.8 On October 21, 2009, the levying officer served a writ of attachment on MEGA CAPITAL's bank account at Nara Bank in Los Angeles, California. The levied funds in the amount of $853,301.34 are currently being held by the levying officer, the U.S. Marshal's Service.

1.9 The Parties desire and have agreed to settle all claims relating to the Action and the SUBJECT LOANS described in paragraph 1.2, and have entered into a Settlement Agreement in addition to this Guaranty. Pursuant to the Settlement Agreement, MEGA CAPITAL agrees to pay to FDIC/INDYMAC the total sum of Four Hundred Thousand Dollars and no/cents ($400,000.00) which payments are personally guaranteed by YONG SOK NA and paid as follows: Two Hundred Thousand Dollars and no/cents ($200,000.00) paid immediately and Two Hundred Thousand Dollars and no/cents ($200,000.00) paid over ten (10) months beginning February 1, 2010.

AGREEMENT

THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to induce FDIC/INDYMAC to settle its claims against MEGA CAPITAL in the Action relating to the SUBJECT LOANS, Guarantor hereby covenants, warrants and represents as follows:

2.1 **Reliance**. Guarantor agrees and acknowledges that this Guaranty is given to induce FDIC/INDYMAC to settle its claims against MEGA CAPITAL in the Action related to the SUBJECT LOANS. Absent execution and delivery of this Guaranty, FDIC/INDYMAC would not have entered into the Settlement Agreement.

2.2 **Guaranteed Obligations**. Guarantor hereby unconditionally guarantees to FDIC/INDYMAC the full and prompt payment of all obligations on the part of MEGA CAPITAL to be paid, as and when due, in connection with the Settlement Agreement. All obligations of MEGA CAPITAL herein guaranteed are referred to as the "Guaranteed Obligations." In the event of any default by MEGA CAPITAL in the payment of any of the Guaranteed Obligations, Guarantor shall promptly pay the same, upon demand.

2.3 **Continuing Guaranty**. This Guaranty shall be unconditional, continuing and absolute and shall not be affected or impaired by any modification, extension or amendment of the Settlement Agreement or any other agreement now or hereafter executed between MEGA CAPITAL and FDIC/INDYMAC.

2.4 **Direct Liability**. The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring FDIC/INDYMAC first to exercise, enforce or exhaust any right or remedy against MEGA CAPITAL, and such liability shall continue in full force and effect until all Guaranteed Obligations have been fully paid. Upon any default by MEGA CAPITAL relating to the Settlement Agrement, FDIC/INDYMAC may, at its option, proceed directly and at once against Guarantor to collect the full amount of Guarantor's liability hereunder, or any portion thereof, without first proceeding against any person, corporation, partnership or other entity.

2.5 **Waivers. Guarantor hereby:**

a) Waives presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which Guarantor might otherwise be entitled;

b) Waives all claims or defenses relating to lack of diligence or delays in collection or enforcement, or any other indulgence or forbearance with respect to any obligations relating to the Settlement Agreement or the Guaranteed Obligations, and any defense which Guarantor may have by reason of any defense which MEGA CAPITAL may have against FDIC/INDYMAC, other than payment of the Guaranteed Obligations;

c) Waives any right, title or interest in, or claim to, whether by subrogation or otherwise, any collateral or assets of MEGA CAPITAL, until all Guaranteed Obligations have been fully paid; and

d) Waives any defense or claim that resort must first be had to MEGA CAPITAL, and waives any defense or claim relating to the marshalling of assets or any requirement to proceed against any parties or collateral in any particular order.

2.6 **Expiration**. The liabilities, duties and obligations of Guarantor hereunder shall continue until all Guaranteed Obligations have been fully paid and satisfied.

2.7 **Costs and Attorneys' Fees**. Guarantor agrees, in addition to the liability above assumed, to reimburse FDIC/INDYMAC for all costs and expenses, including reasonable attorneys' fees, which FDIC/INDYMAC may incur (a) in the collection of the Guaranteed Obligations or any part thereof, (b) for the enforcement of any of the Settlement Agreement or any term, agreement, covenant, provision, obligation or duty arising thereunder, or (c) in the enforcement of this Guaranty or any term, agreement, covenant, provision, obligation or duty hereunder. Guarantor shall promptly reimburse FDIC/INDYMAC to the extent that payment of such attorneys' fees, costs and disbursements are due from, and not paid by, MEGA CAPITAL.

2.8 **Statute of Limitations; Bankruptcy**. Guarantor shall remain liable with respect to the payment, performance, observance, compliance or satisfaction of the Guaranteed

Obligations or any part thereof irrespective of whether a recovery upon the same may have been barred by any statute of limitations. In the event of any proceeding by or against MEGA CAPITAL, or Guarantor under the provisions of the Federal Bankruptcy Code, or any other bankruptcy, insolvency or receivership proceeding, Guarantor expressly waives any right to seek extension of the obligations of this Guaranty under any provisions of such Code or any laws or rules applicable to any such proceedings, and hereby agrees that FDIC/INDYMAC may proceed immediately to collect any amounts or demand immediate and strict performance due under the terms of this Guaranty.

2.9 **Notices**. Except for any notice requirements expressly stated in the Settlement Agreement, all notices and demands of every kind and nature are hereby waived by Guarantor. If FDIC/INDYMAC shall desire to give any notice or make any demand upon Guarantor, such notice or demand may be given or made by a writing addressed to the Guarantor and mailed postage prepaid to the last address of Guarantor known to FDIC/INDYMAC. No such notice shall operate to waive any rights of FDIC/INDYMAC or create a duty to give any other notice.

2.10 **No Loan Commitment**. Nothing contained herein shall be construed as an undertaking on the part of FDIC/INDYMAC to make any loan or advances to MEGA CAPITAL.

2.11 **Investigation**. Guarantor delivers this Guaranty based solely upon Guarantor's independent investigation of the financial condition of MEGA CAPITAL and in no part upon any representation or statement of FDIC/INDYMAC with respect thereto. Guarantor is in a position to and does hereby assume full responsibility for obtaining any additional information concerning MEGA CAPITAL's financial condition as the Guarantor may deem material to its obligations hereunder, and Guarantor is not relying upon, nor expecting FDIC/INDYMAC to furnish, any information in FDIC/INDYMAC's possession concerning MEGA CAPITAL's financial condition. FDIC/INDYMAC and Guarantor agree that Guarantor hereby knowingly accepts the full range of risks encompassed within this Guaranty. This Guaranty will be effective when delivered to FDIC/INDYMAC without need for acceptance or any other formality.

2.12 **Successors**. This Guaranty shall be binding upon Guarantor, Guarantor's heirs, personal representatives, successors and assigns, and shall inure to FDIC/INDYMAC's benefit and to the benefit of FDIC/INDYMAC's successors and assigns.

2.13 **Integration; Waiver**. This Guaranty contains the sole and entire understanding and agreement of the parties and supersedes all prior negotiations and understandings. This Guaranty may not be terminated or otherwise amended, changed or modified, nor a waiver by FDIC/INDYMAC provided, except by a written instrument signed by FDIC/INDYMAC. No waiver, express or implied, by FDIC/INDYMAC of any default hereunder shall be deemed a waiver of any other or succeeding default hereunder.

2.14 **Interpretation**. This Guaranty and the rights and obligations of the FDIC/INDYMAC and the Guarantor hereunder shall be governed and construed in accordance with the laws of the State of California. This Guaranty has been submitted to the scrutiny of all parties hereto and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any

party hereto or such party's counsel. It is not the intent of the parties hereto to violate any applicable laws, including, without limitation, any laws relating to usury. If for any reason any provision of this Guaranty does violate any such laws or is not fully enforceable in accordance with the terms and provisions hereof, this Guaranty shall be limited or construed to comply with such laws and shall be enforced to the full extent permitted by such laws.

2.15 **Rights Cumulative**. The rights and remedies of FDIC/INDYMAC herein are cumulative and not exclusive of any other rights or remedies available to FDIC/INDYMAC at law or in equity.

This Guaranty has been executed and delivered effective as of the 19 day of November, 2009.

GUARANTOR: YONG SOK NA

(b)(6)

Signature (b)(6)

Address: 5000 N. Parkway Calabasas #100
Calabasas, CA 91302

(b)(2)

LIMS No [redacted]
DIF/Mortgage Fraud

RE 2/12/10

ENTERED
2/12/10

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Agreement") is entered into on this 30th day of November 2009 by and between the Federal Deposit Insurance Corporation, in its capacity as Receiver of IndyMac Bank, F.S.B. and Zurich American Insurance Company (hereinafter referred to as "Zurich") (collectively referred to hereinafter as the "Parties").

(b)(2)

RECITALS

WHEREAS Zurich issued Crime Policy Number [redacted] in favor of National Settlement Agency, Inc. ("NSA") as the Named Insured for the Policy Period April 15, 2005 to April 15, 2008 (hereinafter referred to as the "Zurich Policy");

(b)(4)

WHEREAS the Zurich Policy provides first party "Employee Dishonesty" Coverage, subject to, among other things, a $1M Limit of Liability;

WHEREAS the term "Employee Dishonesty" is defined in the Zurich Policy as follows:

> a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:
>
> (1) Cause you to sustain loss; and also
> (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
> (a) The "employee"; or
> (b) Any person or organization intended by the "employee" to receive that benefit.

WHEREAS the term "you" is defined in the Zurich Policy to include NSA only;

WHEREAS IndyMac Bank, FSB (hereinafter referred to as "IndyMac") is designated as a "Loss Payee" under the Zurich Policy;

WHEREAS the Federal Deposit Insurance Corporation, in its capacity as Receiver of IndyMac Bank, F.S.B. (hereinafter, ("FDIC") was assigned all rights of IndyMac;

WHEREAS NSA was at all times relevant hereto in the business of conducting home loan refinancing closings in the capacity of settlement/closing agent for various mortgage companies and/or banks, including IndyMac;

WHEREAS at all times relevant hereto, NSA received loan funds via wire transfer from IndyMac, which funds were to be utilized by NSA for disbursal to borrowers and other designated payees at mortgage closings;.

WHEREAS on August 17, 2007, NSA notified Zurich that funds wired to NSA by various mortgage companies and/or banks may have been misappropriated by Steven Leff;

WHEREAS IndyMac subsequently claimed that in excess of $2 million transferred by IndyMac to NSA was lost as a result of misappropriation by Steven Leff (hereinafter referred to as the "IndyMac Loss");

WHEREAS Zurich contends that the documentation submitted in support of the IndyMac Loss fails to demonstrate that NSA incurred a loss of funds from IndyMac resulting directly from "Employee Dishonesty" as defined in the Zurich Policy;

WHEREAS FDIC disputes Zurich's contention;

WHEREAS FDIC filed a complaint in the United States District Court for the Southern District of New York in an action entitled *Federal Deposit Insurance Corporation v. Zurich American Insurance Company*, Case No. 09 CIV 6600, seeking a declaration that it is entitled to the Limit of Liability under the Zurich Policy for the IndyMac Loss (hereinafter referred to as the "Litigation");

WHEREAS Zurich disputes the allegations set forth in the complaint filed in the Litigation;

WHEREAS the Parties wish to resolve amicably the Litigation and all disputes between them directly or indirectly arising out of, concerning, involving or related in any way or manner whatsoever to the IndyMac Loss, the defalcations of Steven Leff, whether acting alone or in collusion with others, and coverage under the Zurich Policy for the IndyMac Loss so as to avoid the expense of litigation;

WHEREAS the Parties understand and agree that by executing this Agreement, neither is admitting any facts nor conceding any arguments whatsoever concerning the IndyMac Loss or the Zurich Policy;

NOW THEREFORE, for an in consideration of the mutual covenants and promises set forth and contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

1. Within 15 business days of the Parties' execution of this Agreement, Zurich shall pay the sum of SIX HUNDRED THOUSAND UNITED STATES DOLLARS AND NO CENTS (U.S. $600,000.00) to FDIC in good, available funds by check payable to "Weinstein Smith LLP, as escrowee" (the "Settlement Payment").
2. For and in consideration of the Settlement Payment, FDIC, on its own behalf and on behalf of IndyMac and each of their respective past, present and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, direct and indirect affiliates of any form, subsidiaries, divisions, joint venturers, predecessors-in-interest, successors, beneficiaries, grantees, vendees, transferees and assigns, and all other persons or entities acting on their behalf with respect to the events, transactions,

or occurrences that are the subject of this Agreement does hereby irrevocably release, acquit and forever discharge Zurich and each of its past, present and future directors, officers, members, shareholders, employees, agents, partners, representatives, attorneys, parent and affiliated corporations, direct and indirect affiliates of any form, subsidiaries, divisions, joint venturers, predecessors-in-interest, successors, beneficiaries, grantees, vendees, transferees and assigns, and all other persons or entities acting on its behalf with respect to the events, transactions, or occurrences that are the subject of this Agreement, from any and all known and unknown, suspected or unsuspected, fixed or contingent, actions, arbitrations, causes of action, suits, debts, liabilities, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, at law or in equity, that it shall or may have for or had for, upon, or by reason of any matter, cause or thing whatsoever directly or indirectly arising out of, concerning, involving or related in any way or manner whatsoever to the IndyMac Loss, the Zurich Policy, the defalcations of Steven Leff, whether acting alone or in collusion with others, including the claim asserted or any claim that could have been asserted by FDIC in the Litigation, as well as any claims directly or indirectly arising out of, concerning, involving or related in any way whatsoever to the manner in which Zurich handled the IndyMac Loss under the Zurich Policy, whether based in contract or in tort, including, but not limited to, any claim for bad faith by Zurich in the payment, investigation, handling or consideration of the IndyMac Loss, and any claim for interest and/or attorneys' fees and costs, whether pursuant to statute, under the common law, or otherwise.

3. Upon receiving the Settlement Payment, FDIC will discontinue the Litigation with prejudice and file a Stipulation of Discontinuance with Prejudice in the form set forth in Exhibit A.
4. Upon full execution of this Agreement, FDIC will execute and deliver the Stipulation to Weinstein Smith LLP to be held in escrow. Upon receipt of the Settlement Payment, Weinstein Smith LLP will release the payment to FDIC and deliver the signed Stipulation to Zurich's counsel, who will file the Stipulation with the court in the Litigation.
5. Zurich hereby relinquishes any claim or right of subrogation or any other claim that it is entitled to by reason of its payment hereunder against any individual and/or entity responsible for the loss forming the basis for the IndyMac Loss, regardless of whether FDIC has collected or will collect on such claim.
6. The foregoing release is not intended to, and shall not extend to, or otherwise release or discharge any rights, privileges, benefits, duties or obligations of either of the Parties under this Agreement.
7. This Agreement shall be deemed to have fully and finally settled any and all known and unknown claims directly or indirectly arising out of, concerning, involving or related in any way or manner whatsoever to the IndyMac Loss, the Zurich Policy and/or the defalcations of Steven Leff, whether acting alone or in collusion with others, without regard to the subsequent discovery or determination by either of the Parties hereto of different or additional facts, claims, events or law.
8. This Agreement is without precedential value and it is not intended to be, nor shall it be construed as, an interpretation of any insurance policy. It shall not be used as evidence, or in any other manner, in any court or other dispute resolution proceeding to create, prove, or

interpret the obligations of Zurich under any insurance policy issued to NSA or to any other person or entity.

9. The Parties acknowledge that they were represented by experienced counsel and had a full and fair opportunity to review the terms of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their intent, and no rule of construction for or against any of them shall apply to any term or condition of this Agreement. The Parties and their respective counsel acknowledge that neither they nor any of their representatives have made any representations or promises other than as set forth in this Agreement.

10. The Parties signing this Agreement represent and warrant to each other that they have authority and capacity to enter into and perform fully their respective obligations under this Agreement.

11. This Agreement constitutes the complete understanding between the Parties hereto and may not be changed, modified, amended or waived except by a writing signed by a duly authorized representative of each of the Parties. This Agreement supersedes any prior or contemporaneous oral or written releases, negotiations and discussions with respect to the subject matter of this Agreement.

12. This Agreement is binding upon and shall inure to the benefit of, the Parties, and their respective successors and assigns. This Agreement is not made for the benefit of, and may not be enforced by, any third party.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused it to be executed by their duly authorized officers or representatives.

SIGNATORIES

Dated:

FEDERAL DEPOSIT INSURANCE CORPORATION
In Its Capacity as Receiver of IndyMac Bank, F.S.B.

By: _____

Title: _____

(b)(6)

Dated: 12-14-09

ZURICH AMERICAN INSURANCE COMPANY

By: [redacted]

Title: Vice President

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused it to be executed by their duly authorized officers or representatives.

SIGNATORIES

Dated: 12\10\09

FEDERAL DEPOSIT INSURANCE CORPORATION
In Its Capacity as Receiver of IndyMac Bank, F.S.B.

(b)(6)

By: [redacted]

Title: Counsel

Dated:

ZURICH AMERICAN INSURANCE COMPANY

By: _____

Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF ARLINGTON)

On this 10th day of December 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Gill, personally known to me or proved to me on the basis of satisfactory evidence to be the Counsel of the FEDERAL DEPOSIT INSURANCE CORPORATION, the entity that executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and known to me to be the person who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE on behalf of said entity, and acknowledged to me that such entity executed the same.

(b)(6)

NOTARY PUBLIC

SUSAN SCHWARTZBART COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

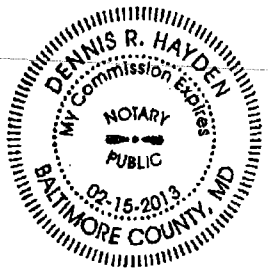
Susan Schwartzbart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7029579
My Commission Expires
November 30, 2010

ACKNOWLEDGMENT

STATE OF MARYLAND)
) ss:
COUNTY OF BALTIMORE)

On this 14 day of December 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L Lawrence, personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President of ZURICH AMERICAN INSURANCE COMPANY, the entity that executed the foregoing SETTLEMENT AGREEMENT AND RELEASE, and known to me to be the person who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE on behalf of said entity, and acknowledged to me that such entity executed the same.

(b)(6)



NOTARY PUBLIC

(b)(2)

LIMS No [redacted]
DSF / Mortgage Fraud

No. 2007-55704

INDYMAC BANK, FSB AND INDYMAC BANK, FSB d/b/a CONSTRUCTION LENDING CORPORATION OF AMERICA	§	IN THE DISTRICT COURT OF
V	§	
SOUTHERN TITLE INSURANCE CORP.; RELIABLE TITLE COMPANY, INTERNATIONAL KELLEY GROUP, LLC d/b/a KG MORTGAGE, PAC APPRAISAL INC., MYRICK BEASLEY, MARY ANN SOLIZ, KRYSTAL SOLIZ, JESSICA MARTINEZ, KENDRICK DEAL	§	HARRIS COUNTY, TEXAS 215TH JUDICIAL DISTRICT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

SETTLEMENT AGREEMENT AND RELEASE

(b)(2) [redacted]

The parties to this Settlement Agreement and Release are The Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB ("IndyMac"), on the one hand, and Southern Title Insurance Corporation ("Southern Title"), on the other hand.

Whereas, IndyMac brought suit in the above-styled cause against Southern Title, and asserted causes of action arising from a closing protection letter dated October 17, 2005, issued by Southern Title.

Whereas, IndyMac also asserted causes of action arising from alleged irregularities in the closing, which occurred at Escrow Associates of Texas, d/b/a Reliable Title Company on October 28, 2005.

Whereas, IndyMac also asserted causes of action based upon various tort theories, arising from the closing on October 28, 2005.

Whereas, Southern Title denied the allegations of IndyMac, and asserted various affirmative defenses.

Whereas, the parties desire to settle and compromise the disputes listed above, as well as all other controversies underlying the above-styled cause.

For and in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

1. Southern Title will pay $15,000.00 to the Locke Lord Bissell & Liddell, LLP Trust Account.

2. IndyMac will dismiss with prejudice its action against Southern Title in the above-styled cause.

For and in consideration of the payment of $15,000.00, and the other promises and undertakings of Southern Title, the receipt and sufficiency of which are hereby acknowledged, IndyMac, Plaintiff in the above-styled cause, does hereby fully and forever release, discharge, and acquit Southern Title, Defendant in the above-styled cause, together with its officers, directors, employees, agents, representatives, successors, and assigns, of, from, and against any and all claims and causes of action of whatsoever nature, known or unknown, contingent or absolute, direct or indirect, past, present, or future, heretofore or hereafter arising or accruing in any manner out of or in connection with the matters made the basis of the above-styled cause, and out of or in connection with the issuance of the October 17, 2005 closing protection letter related to Myrick Beasley, and out of or in connection with the closing at Reliable Title Company on

October 28, 2005, which actions arose on or before the date of execution of this Settlement Agreement and Release.

For and in consideration of the promises and undertakings of IndyMac, the receipt and sufficiency of which are hereby acknowledged, Southern Title, Defendant in the above-styled cause, does hereby fully and forever release, discharge, and acquit IndyMac, Plaintiff in the above-styled cause, together with its officers, directors, shareholders, employees, agents, representatives, successors, and assigns, of, from, and against any and all claims and causes of action of whatsoever nature, known or unknown, contingent or absolute, direct or indirect, past, present, or future, heretofore or hereafter arising or accruing in any manner out of or in connection with the matters made the basis of the above-styled cause, and out of or in connection with the issuance of the October 17, 2005 closing protection letter related to Myrick Beasley, and out of or in connection with the closing at Reliable Title Company on October 28, 2005, which transactions arose on or before the date of execution of this Settlement Agreement and Release.

For and in the same consideration, IndyMac and Southern Title agree that they will file an Agreed Partial Take-Nothing Judgment in the above-styled cause, substantially in the form attached hereto as Exhibit "A", and incorporated herein.

The parties agree that this Settlement Agreement and Release covers all claims and causes of action, which were asserted in the above-styled cause, as wells as all claims and causes of action, which in the exercise of diligence, might have been asserted, arising from the facts underlying the above-styled cause.

The persons signing this Settlement Agreement and Release specifically represented to all other parties that they have authority to sign on behalf of their

respective parties, and they acknowledge that all other parties are reliable on such representations.

This agreement is governed by the laws of the state of Texas, and is performable in Harris County, Texas.

IT IS EXPRESSLY AGREED by the parties that the execution and delivery of this instrument, and the payment of the consideration hereunder, are in no way an admission of liability or fault by any of the parties, but are a Settlement Agreement and Release of all claims made by the parties hereto against each other, by which such parties are forever buying their peace.

SIGNED on the dates indicated.

(b)(6)

By [redacted]
Date: December 7, 2009
Derrick B. Carson
State Bar No. 24001847

LOCKE LORD BISSELL & LIDDELL LLP
600 Travis, Suite 3400
Houston, Texas 77002
(b)(4),(b)(6) [redacted] (Telephone)
(Telecopy)

Robert T. Mowrey
State Bar No. [redacted] (b)(6)
Jason L. Sanders
State Bar No. [redacted] (b)(6)
Johnathan E. Collins
State Bar No. [redacted] (b)(6)

LOCKE LORD BISSELL & LIDDELL LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201
(b)(4),(b)(6) [redacted] (Telephone)
(Telecopy)

ATTORNEYS FOR THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB, PLAINTIFF

MCCORMICK HANCOCK & NEWTON
(b)(6)
By: [redacted]
Date: December 1, 2009
Larry E. Meyer
SBN [redacted] (b)(4),(b)(6)
1900 West Loop South, Suite 700
Houston, Texas 77027
Tel [redacted] (b)(4),(b)(6)
Fax

ATTORNEYS FOR SOUTHERN TITLE INSURANCE CORPORATION, DEFENDANT

(b)(2)

RECEIVED

LIMS Nr [redacted]
DIF/Mortgage Fraud

ENTERED
1/4/10

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the 15th day of December 2009 ("Effective Date"), by and among THE FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, FSB ("FDIC"), DB STRUCTURED PRODUCTS, INC. ("DBSP") and MORTGAGEIT, INC. ("MIT"). FDIC, DBSP and MIT may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

(b)(2)

1. RECITALS

1.1 On or about October 6, 1999, IndyMac, Inc., its successors and assigns, and its affiliate IndyMac Mortgage Holdings, Inc. (collectively, "INDYMAC Affiliates") entered into a business relationship with MIT governed by a Seller Contract (the "Seller Contract"). The Seller Contract sets forth the understanding between INDYMAC Affiliates and MIT whereby MIT agreed, among other things, to submit mortgage loans to INDYMAC Affiliates for purchase, and INDYMAC Affiliates agreed to purchase mortgage loans submitted by MIT.

1.2 INDYMAC Affiliates purchased loans from MIT pursuant to the terms of the Seller Contract.

1.3 On or about June 16, 2004, IndyMac Bank, FSB ("INDYMAC") and MIT entered into a business relationship governed by a Mortgage Loan Purchase and Interim Servicing Agreement ("MIT Agreement"). The MIT Agreement sets forth the understanding between INDYMAC and MIT whereby MIT agreed, among other things, to submit mortgage loans to INDYMAC for purchase, and INDYMAC agreed to purchase mortgage loans submitted by MIT.

1.4 INDYMAC purchased loans from MIT pursuant to the terms of the MIT Agreement.

1.5 In early 2007, DBSP acquired MortgageIT Holdings, Inc., the corporate parent of MIT. Subsequent to the acquisition, on or about March 1, 2007, INDYMAC and DBSP entered into a business relationship governed by a Mortgage Loan Purchase and Interim Servicing Agreement ("DBSP Agreement"). The DBSP Agreement sets forth the understanding between INDYMAC and DBSP whereby DBSP agreed, among other things, to submit mortgage loans to INDYMAC for purchase, and INDYMAC agreed to purchase mortgage loans submitted by DBSP.

1.6 INDYMAC purchased loans from DBSP pursuant to the terms of the DBSP Agreement.

1.7 All of the loans purchased by INDYMAC or INDYMAC Affiliates directly from, or brokered through, either MIT or DBSP under the Seller Contract, the MIT Agreement, the DBSP Agreement or any other loan sale agreement are hereinafter referred to as the "Sold Loans" and are subject to the terms of the respective agreements.

1.8 The respective sections 3.02 of the MIT Agreement and DBSP Agreement set forth certain representations and warranties regarding the Sold Loans.

1.9 The respective sections 3.03 of the MIT Agreement and DBSP Agreement require the repurchase of loans or indemnification against losses where there is a breach of any representation and/or warranty.

1.10 The respective sections 3.05 of the MIT Agreement and DBSP Agreement require the repurchase of loans or indemnification against losses where an Early Payment Default, as defined in such agreements, has occurred.

1.11 INDYMAC made demands to MIT and DBSP for repurchase or indemnification as to certain of the Sold Loans based upon an alleged finding of a breach of any representation and/or warranty or Early Payment Default as set forth in the MIT Agreement and/or DBSP Agreement.

1.12 On July 11, 2008, the Office of Thrift Supervision ("OTS") closed INDYMAC. As part of its resolution of the failed thrift, the Federal Deposit Insurance Corporation created a pass-through receivership. The FDIC exclusively retains all rights and claims from INDYMAC under the MIT Agreement and DBSP Agreement that are the subject of this Settlement Agreement.

1.13 The FDIC is seeking repurchase or indemnification pursuant to alleged breaches of either the MIT Agreement or DBSP Agreement with respect to certain of the Sold Loans.

1.14 All rights of repurchase, refund, reimbursement, indemnification, contribution, make-whole, payment, breach, damages, costs, loss, attorney's fees or recourse of any kind and any defense or offset thereto under the Seller Contract, the MIT Agreement, the DBSP Agreement or any other loan sale agreement with respect to any or all of the Sold Loans, whether now known or unknown, are hereinafter referred to as the "Subject Claims."

1.15 A dispute has arisen between the FDIC on the one hand, and MIT and DBSP on the other hand, with respect to the Subject Claims under the MIT Agreement and the DBSP Agreement.

1.16 Without admitting liability, the Parties desire to and have agreed to settle and resolve the Subject Claims. The Parties deem it in their best interests to enter into this Settlement Agreement to avoid the uncertainty, trouble, and expense of any and all

potential litigation concerning the Subject Claims. By this Settlement Agreement, the Parties intend to memorialize the terms of their compromise and settlement of this matter.

2. AGREEMENT

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

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

2.2 Payment of Settlement Funds. Payment of Fifty Four Million Dollars and no/cents ($54,000,000.00) (the "Settlement Funds") shall be paid on behalf of MIT and DBSP on or before December 31, 2009. The Settlement Funds shall be paid by wire transfer as follows:

Bank:	Wells Fargo Bank, NA
Address:	535 N. Brand Blvd Glendale, California 91203
Beneficiary/Account Name:	Mortgage Recovery Law Group LLP (FDIC Client Trust Account)
Routing Number:	[redacted] (b)(4)
Account Number:	

2.3 The Parties agree that timely receipt of the Settlement Funds is an essential term and a condition to the effectiveness of this Settlement Agreement.

2.4 Subject to Section 4.7, the Parties shall be responsible and bear their own costs, expenses and any attorneys' fees incurred in this matter.

2.5 MIT and DBSP are jointly and severally liable for payment of the Settlement Funds. If any portion of the Settlement Funds is subject to avoidance as a preferential transfer under the United States Bankruptcy Code, then DBSP shall be obligated to pay the FDIC any amounts of the Settlement Funds which are subject to such avoidance.

3. RELEASE

3.1 Unknown Claims. The Parties acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which they or

their successors may have against each other arising from or relating in any way to the Subject Claims.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542, and any analogous or similar provision of law in any other jurisdiction,* with respect to the Subject Claims. The Parties certify that they have read and understand the following provisions of *California Civil Code §1542* which states in pertinent part as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3.3 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 Subject Claims, the claims and causes of action that were or could have been asserted relating to the Subject Claims, or any facts or circumstances related to the repurchase of and/or indemnification of losses associated with the Subject Claims, that Party will not be able to make any claim 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 Settlement Agreement but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this Settlement Agreement, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 **Release by MIT.** MIT hereby fully, finally, and forever releases and discharges the FDIC, and any and all of its respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, 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, and/or 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 Subject Claims.

3.5 Release by DBSP. DBSP hereby fully, finally, and forever releases and discharges the FDIC, and any and all of its respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, 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, and/or 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 Subject Claims.

3.6 Release by FDIC. The FDIC, for itself, as receiver for IndyMac and for subsequent purchasers, if any, of the Sold Loans, hereby fully, finally, and forever releases and discharges DBSP and MIT, and each of DBSP's and MIT's respective parent corporations, subsidiaries and affiliates, and any and all of their respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, 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, and/or 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 Subject Claims.

3.7 Express Reservation from Releases by FDIC. Notwithstanding any other provision, by this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. Further, this Settlement Agreement does not purport to waive, or intend to waive, any defenses to any claim or action brought against the FDIC, as defined, or the Federal Deposit Insurance Corporation in any capacity, except that the reservations in this paragraph shall not apply in any action by DBSP or MIT to enforce the provisions of this settlement against the FDIC. Finally, this

Settlement Agreement does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims against MIT or DBSP arising out of existing or future failed financial institutions other than INDYMAC, except to the extent that any such claims relate to the Sold Loans.

4. MISCELLANEOUS

4.1 No Press Release. The FDIC will not issue a press release regarding the Settlement Agreement or any provision therein, nor will it make any other public statement or public affirmation of the Settlement Agreement or any other provision therein except in response to a specific inquiry or as otherwise required by law.

4.2 Cooperation. The FDIC, INDYMAC and the INDYMAC Affiliates agree they will provide to DBSP or MIT loan level data, files or other information relating to the Sold Loans as reasonably requested by DBSP or MIT.

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

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

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

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

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

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

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

and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.10 Approval, Authority, and Nonassignment. The Parties represent and warrant to one another that the approval of this Settlement Agreement has been undertaken in a proper and lawful manner and that they have the requisite power and authority to enter into and to perform their obligations under this Settlement Agreement. Except as expressly stated in this Settlement Agreement, each Party represents and warrants that they have not sold, assigned, granted or transferred to any other person, corporate or natural, or to any entity, the Subject Claims released by this Settlement Agreement.

4.11 Drafting. The terms of this Settlement Agreement are contractual and are the result of negotiation among the Parties. Each Party has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the role of the Party in drafting and preparation of the Settlement Agreement shall not be referred to in order to construe the Settlement Agreement against that Party, and the canon of contractual interpretation shall not be applied.

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

4.13 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, photocopy or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

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

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

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

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

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

[Agreement continued on next 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.

DATED: December 29, 2009

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, FSB

(b)(6)

By: [redacted]

Name: Richard S. Gill
Title: Counsel

DATED: December __, 2009

DB STRUCTURED PRODUCTS, INC.

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

DATED: December __, 2009

MORTGAGEIT, INC.

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

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

DATED: December __, 2009

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, FSB

By: _____

Name: _____
Title: _____

DATED: December 31, 2009

DB STRUCTURED PRODUCTS, INC.

(b)(6)

By: [redacted]

Name: TIM CROWLEY
Title: VICE PRESIDENT

(b)(6)

B[redacted]

Name: Patrick McEnerney
Title: Managing Director

DATED: December 31, 2009

MORTGAGEIT, INC.

(b)(6)

[redacted]

Name: Patrick McEnerney
Title: Managing Director

By: _____

Name: _____
Title: HENRY HAYSSEN
VICE PRESIDENT