

## AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT

The Federal Deposit Insurance Corporation, as receiver of Mirae Bank ("FDIC"), and Ataollah Aminpour ("Aminpour") hereby amend that certain Settlement and Release Agreement dated June 26, 2013 ("Agreement") in the following respects:

1. Section I entitled "Payment to FDIC" is amended as follows:

1.1 Paragraph I.A. is amended by: (a) adding thirty thousand dollars (\$30,000) to the total amount Aminpour shall pay to FDIC; (b) changing the Initial Payment due date to on or before February 7, 2014; and (c) changing the Periodic Payments to a single Additional Payment of two-hundred and thirty thousand dollars due on or before Wednesday, October 1, 2014. Section I.A. is superseded by the following:

A. As an essential covenant and condition to this Agreement, Aminpour agrees to pay the FDIC the total sum of \$430,000 (the 'Settlement Funds'), as follows:

- i. \$200,000 on or before Friday, February 7, 2014; and
- ii. \$200,000, plus an additional \$30,000 (for a total of \$230,000), on or before Wednesday, October 1, 2014 ('Additional Payment').

1.2 Paragraph I.B. is amended by changing the payment address, from the FDIC Legal Division Professional Liability Unit's mailing address to Procopio, Cory, Hargreaves & Savitch LLP's mailing address. Paragraph I.B. is superseded by the following:

B. The Settlement Funds shall be paid by certified or cashier's check drawn upon a depository institution acceptable to FDIC made payable to the FDIC, as receiver for Mirae Bank. Aminpour shall send all payments to

the following address:

Procopio, Cory, Hargreaves & Savitch LLP

525 "B" Street, Suite 2200

San Diego, CA 92101

- 1.3 Paragraph I.D. is amended by changing the final date by which Aminpour must deliver all Settlement Funds to FDIC, from July 1, 2023 to October 1, 2014.

Paragraph I.D. is superseded by the following:

- D. On the Effective Date of this Agreement, Aminpour shall grant to the FDIC a security interest in real property located at 10660 Wilshire Blvd., Unit 409, Los Angeles, California 90024 for the full amount of the Settlement Funds (the "Security Interest") pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit A ("Security Agreement"). The Security Interest shall be extinguished only upon delivery of all Settlement Funds (including any accrued interest) by Aminpour to the FDIC on or before October 1, 2014 in accord with the terms of PARAGRAPHS I.A. and I.B. of this Agreement.

- 1.4 Paragraph I.F. is amended by changing the final date by which Aminpour must deliver all Settlement Funds to FDIC, from July 1, 2023 to October 1, 2014.

Paragraph I.F. is superseded by the following:

- F. In addition, and without waiving any other rights that the FDIC may have, in the event that the all Settlement Funds (including all accrued interest) are not received by the FDIC on or before October 1, 2014, the FDIC, in its sole discretion, shall also have the right at any time prior to receipt of

all Settlement Funds (including all accrued interest) to declare this Agreement null and void and/or shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right to enforce this Agreement against Aminpour for failing to deliver the Settlement Funds.

Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt of all Settlement Funds (including all accrued interest) from Aminpour or to enforce the terms of this Settlement Agreement against Aminpour; provided however, that in the event the FDIC declares this Agreement null and void, the FDIC will return all amounts paid to it under this Agreement by Aminpour. In no event shall the FDIC declare this Agreement null and void in the event that Aminpour has delivered all Settlement Funds (including any accrued interest) on or before October 1, 2014.

Except as otherwise herein specifically noted or amended, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date set forth above. Execution and exchange of copies of the aforesaid Amendment shall be deemed sufficient execution thereof.

Federal Deposit Insurance Corporation

Ataollah Aminpour

(b)(6) By:

By:  (b)(6)

Name: Howard B. Klein, Esq.  
Title: Counsel, Professional Liability Unit  
Date: 2/10/14

Date: 2/6/2014