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COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT

THIS COMPROMISE, SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into effective October 30, 2009, by and between plaintiff, THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A. ("FDIC as Receiver") and defendant, CHARTER CAPITAL CORPORATION, DBA FIRST CAPITAL GROUP, INC. ("Charter").

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RECITALS

A. On or about May 29, 2008, DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A. ("Downey") filed a complaint in which it named as defendant, among others, Charter, in Orange County Superior Court, Case No. 30-2008-00107287 (the "Complaint"). On or about July 3, 2008, Charter filed an answer to the Complaint ("Answer"). Hereinafter, the Complaint and Answer and all matters arising therefrom shall be referred to as the "Action." Thereafter, on November 21, 2008, the Office of Thrift Supervision declared Downey insolvent, and appointed the Federal Deposit Insurance Corporation Downey's Receiver.

B. The FDIC as Receiver and Charter wish to resolve the Action in full and intend the settlement, compromise and release provided for in this Agreement to be the complete and final resolution of all claims, differences and disputes regarding the Action.

NOW, THEREFORE, for and in consideration of the releases herein contained and the consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

Section 1. Payment. Charter shall cause to be paid to the FDIC as Receiver, in full settlement of the Action as to all parties, the sum of Seventy-Five Thousand Dollars and 00/100 (the "Payment"). The Payment is to be made payable to the "Federal Deposit Insurance Corporation" and the FDIC as Receiver instructs Charter to mail the Payment to its counsel of record, Case, Knowlson & Jordan LLP, 2029 Century Park East, Suite 2500, Los Angeles, California 90067 c/o Patrick Walsh ("Attorney") no later than 10 days after the FDIC as Receiver delivers a signed copy of this Agreement to Charter's attorney of record.

Section 2. Dismissal With Prejudice. The FDIC as Receiver shall cause Attorney to sign and file with the Court a request for dismissal, with prejudice, of the entire Action as to all parties (the "Dismissal") within five days after Attorney receives the Payment. The FDIC as Receiver shall cause Attorney to forward a conformed copy of the entry of the Dismissal to Charter's attorney of record immediately upon his receipt of same from the Court.

Section 3. Release. Effective immediately upon receipt of the Payment by Attorney, the FDIC as Receiver, on behalf of itself, Downey and on behalf of Downey's successors, assigns, and agents (hereinafter collectively referred to as "Releasers"), fully and forever release and discharge Charter and its present and past officers, directors employees, as well as its successors, assigns, independent contractors, insurance companies, insurance adjusters, third

party administrators, attorneys and agents (hereinafter collectively "Releasees") and covenants not to sue or otherwise institute, cause to be instituted, maintain or in any way participate in, any legal proceeding against the Releasees, and any combination thereof, with respect to any matter arising out of, relating to, or connected with, the Action, including, but not limited to, all claims or causes of action of every kind and description which heretofore existed or may exist, including any matter, cause or thing arising out of, or relating to, or connected with, the Action, with the exception of the obligations created by this Agreement.

Section 4. Waiver of Civil Code Section 1542. In addition, and in further consideration of the foregoing, Releasers, and each of them, hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California, as to the matters arising from the Complaint, which states 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.

Notwithstanding the foregoing, this release does not and is not intended to release the Releasees from claims or actions, if any, arising from or relating to properties or transactions other than those that are described in the Complaint and/or were at issue in the Action

Section 5. Ownership to Rights of Action. The FDIC as Receiver represents and warrants to Charter that it is the sole owner of all of its and Downey's rights arising out of or relating to the Action and has not sold, transferred or hypothecated, in any way, those rights.

Section 6. No Admission of Liability. In further consideration of the foregoing, the parties acknowledge and agree that nothing contained in this Agreement shall constitute or be treated as an admission of liability or wrongdoing by the other party.

Section 7. Additional Documentation. The parties agree to execute or deliver any instruments, furnish any information or perform any other acts that are necessary, appropriate and/or reasonable to carry out the provisions of this Agreement without undue delay or expense.

Section 8. Governing Law. The parties agree this Agreement is entered into in the State of California and its terms shall be construed and interpreted in accordance with the laws of that state.

Section 9. Venue. The parties hereto agree that any suit, action or proceeding arising out of or relating to this Agreement, or other documentation related hereto, shall be submitted to the jurisdiction or venue of the Orange County Superior Court.

Section 10. Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain in full force and effect without being impaired or invalidated in any way.

Section 11. Amendment. No change, amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

Section 12. Waiver. No waiver of any breach of any term, condition or provision of this Agreement shall constitute a waiver of any other breach of any other term, condition or provision and no consent of one party to any departures of the other shall be effective unless such waiver shall be in writing and signed by both the waiving and non-waiving party or a duly authorized agent thereof and same shall be effective only for the period, on the condition and for the specific instance and purpose specified in such writing. No notice to or demand on the non-waiving party in any case shall entitle the non-waiving party to any other or future notice or demand if under similar or other circumstances.

Section 13. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto. However, this Agreement may not be assigned by any party without the express written consent of all of the others.

Section 14. Entire Agreement. The parties acknowledge and agree that no promises or representations were made that do not appear written herein and that this Agreement contains the entire agreement between the parties. This Agreement cannot be modified or amended except in writing signed by all parties.

Section 15. Release Interpretation. In the event of a dispute hereunder, the parties agree that this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against either party hereto on the ground that any such party drafted or caused to be drafted this Agreement, or any part hereof.

Section 16. Counterparts/Facsimile/E-mail Signatures. This Agreement may be executed in one or more counterparts, all of which shall be deemed originals and shall constitute one and the same Agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart. Further, the parties agree that facsimile and/or e-mail signatures of each party shall be deemed original signatures and shall be binding on the party whose signature is by facsimile and/or e-mail as if it were their original signature.

Section 17. Attorneys' Fees and Costs. The parties to this Agreement shall be responsible for their own attorneys' fees and court costs incurred in connection with the Action and shall not seek compensation therefor either by any further action or proceeding against each other.

Section 18. Advice of Counsel. The parties, and each of them, represent and declare that in executing this Agreement, they have relied upon independent advice of counsel, or upon their own good judgment as attorneys, with respect to the terms hereof.

Section 19. Enforcement. The parties hereto agree that any party wishing to enforce the terms and conditions of this Agreement may do so pursuant to California Code of Civil Procedure Section 664.6 and that the Orange County Superior Court retains jurisdiction of this matter for such enforcement.

Section 20. Authority to Sign. The individuals signing this Agreement on behalf of the business and governmental represent that they are authorized to do so. The parties to this Agreement represent that they have obtained all necessary consents, approvals and permission of every kind or nature required in connection with the execution of this Agreement and performance of the obligations hereunder.

In witness whereof, the undersigned have executed this Agreement on the day and year first set forth above.

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	(b)(6)		
	"Charter"	"NYC as Receiver"	
	(b)(6)	(b)(6)	
By:	(b)(6)	By:	(b)(6)
	Mark Lachman, President		Kevin Wheeler, Ph.D., Esq. SECTION CHIEF, PL&FCS
Dated: 11/10, 2009		Dated: 11/10/09, 2009	