LIMS Nr

ENTERED
9/30/10
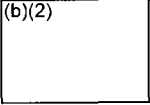
recd.
9/27/10

RELEASE AGREEMENT

This Release Agreement ("Agreement") is executed and effective the date that it is executed by the Claimant, Federal Deposit Insurance Corporation, as Receiver for Indy Mac Federal Bank, FSB, as 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 Layne W. Lucia and Redfern, Lucia & Associates, 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 "Lawsuit" refers to the following action filed in the Genesee County Circuit Court, State of Michigan: *Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB v. Great Lakes Broker Funding, LLC, et al*, No. 06-83931-CZ.

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

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

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 or the Alleged Tortfeasor. 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 as a result of professional services performed by the Alleged Tortfeasor.

2. Consideration. The sole and full consideration to be given by and on behalf of the Alleged Tortfeasor in exchange for the agreements, promises and acknowledgments of the Claimant expressed herein, shall be payment of **One Hundred Fifty Thousand ($150,000) Dollars**, which shall be paid on behalf of

1

the Alleged Tortfeasor 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 Alleged Tortfeasor. Upon the execution 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 as to the Alleged Tortfeasor with prejudice and without costs.

4. Release by Claimant. In consideration of the payments and agreements made herein, the Claimant hereby releases and discharges the Alleged Tortfeasor 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. It is understood and agreed that this Agreement 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 for damages and losses arising out of the professional services performed by the Alleged Tortfeasor. 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 as result of services performed by the Alleged Tortfeasor, even though its damages or injuries may be greater or more extensive than currently anticipated.

5. Release by Alleged Tortfeasor. In consideration of the terms and conditions of this Agreement, the Alleged Tortfeasor hereby releases and discharges 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. It is understood and agreed that this Agreement is intended to effect a complete release of all Claims or actions of any type which the Alleged Tortfeasor now has or may hereafter acquire against the Claimant for damages and losses arising out of the Claims or the events related to any and all services performed by the Alleged Tortfeasor. The Alleged Tortfeasor 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 Claimant as a result of the Claims or the events related to any and all services performed by the Alleged Tortfeasor, even though its damages or injuries may be greater or more extensive than currently anticipated.

6. Representations by Claimant. Claimant represents and warrants to the Alleged Tortfeasor that no person or entity other than the Claimant presently has 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.

7.   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 is not to be construed as an admission of liability on the part of the Alleged Tortfeasor, by whom liability is expressly denied.

8.   Advice Concerning Settlement. The Parties acknowledge and represent that, before deciding to enter into this Agreement and signing this Agreement, they obtained the advice of counsel. The Parties 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.

9.   Binding Effect. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

10.   Authority to Execute Agreement. The Parties represent that they are legally competent and have full authority to enter into this Agreement.

11.   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.

12.   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 supersedes 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.

13.   Michigan Law Applies. The Parties agree that Michigan law governs and controls this Agreement and any disputes to be resolved hereunder.

3

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

By: Richard S. Grill

Its: Counsel

REDFERN, LUCIA & ASSOCIATES, LLC

By: Layne W. Lucia

Its:

LAYNE W. LUCIA

4

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

**REDFERN, LUCIA &
ASSOCIATES, LLC**

By: _____

By: Layne W. Lucia

Its: _____

Its: President

(b)(6)

(b)(6)

LAYNE W. LUCIA

4