

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and among FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF INDYMAC BANK, F.S.B., as well as Certain Underwriters at Lloyd's to the extent they have any rights standing in the shoes of INDYMAC BANK, F.S.B., (all jointly referred to, herein, as "IndyMac"), and VINCENT ANCONA and UNION AMERICA MORTGAGE, INC. ("Ancona/Union"), and all of their heirs, trustees, predecessors, successors, parent companies, affiliates, and direct and indirect subsidiaries on the date last acknowledged below (all referred to, herein, as the "Parties").

WHEREAS, IndyMac sued Ancona/Union in an action commenced in the Supreme Court of the State of New York, New York County, captioned as, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF INDYMAC BANK, F.S.B. v. JOSEPH LAMATTINA, et al., under Index Number 403764/2006 ("IndyMac v. LaMattina action"); and

WHEREAS, Ancona/Union has counterclaimed against IndyMac in the IndyMac v. LaMattina action and has sought costs and attorneys fees from IndyMac; and

WHEREAS, the Parties have resolved to settle all claims and disputes amongst and between them on the terms set forth below; it is

NOW, THEREFORE AGREED, in consideration of the mutual promises and covenants set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that all disputes and claims between and amongst all Parties to this Agreement shall be settled and compromised upon the following terms and conditions:

1. Terms of Settlement: IndyMac will receive the sum of \$175,000.00 from Ancona/Union within thirty (30) days after a fully executed original of this Settlement Agreement and fully

executed originals of all stipulations have been received by counsel for Ancona/Union, and in consideration for such payment, the Parties hereby agree:

- a. that they will dispose of all lawsuits and appeals amongst them with prejudice, without costs, attorney fees or interest as to each party against the other; and
 - b. that IndyMac will discontinue all claims against all other defendants in the IndyMac v. LaMattina action or claims against anyone else premised on conduct of Ancona/Union; and
 - c. that the Parties mutually release each other of all claims as to the events and damages claimed in the IndyMac v. LaMattina action; and
 - d. Ancona/Union specifically release any objection or claim as to money being sought by FDIC and/or IndyMac, or anyone on there behalf, as to the events and damages claimed in the IndyMac v. LaMattina action.
2. The consideration of these exchanged promises and releases are hereby acknowledged by the Parties to be received in full and complete compromise, settlement, accord and satisfaction, of all claims which each Party has against any other Party and for any and all claims that may arise in the future from actions or failures to act by the Parties before the date of the execution of this Agreement. The Parties acknowledge that the aforesaid promises are for actual and potential damages of each and every kind, including, without limitation, equitable remedies, court costs and attorney fees.
3. **Right of Indemnity**. Indymac agrees to indemnify and hold harmless Ancona/Union for the cross-claims brought against Ancona/Union by Victory State Bank, F.S.B., Joseph LaMattina or any other claims brought against Ancona/Union as to the events and damages claimed in the IndyMac v. LaMattina action.

4. **No Admissions.** The Parties agree that the signing of this Agreement by them does not constitute an admission of any liability or wrongdoing whatsoever. Rather, the Parties have entered into this Agreement in a desire to amicably compromise their differences in order to end litigation and avoid further litigation costs.
5. **This Settlement Will Not Affect Licenses of Ancona/Union Or Future Applications.** The Parties expressly agree that this settlement and Agreement will not affect any of the licenses of Ancona and/or Union, and the FEDERAL DEPOSIT INSURANCE CORPORATION, INDYMAC BANK, F.S.B., and CERTAIN UNDERWRITERS AT LLOYD's each agree that they will not use this settlement or Agreement or the facts from which it arose as a basis to object to or otherwise oppose or deny any future application for or renewal of any license or other rights sought on the part of Ancona and/or Union.
6. **Each Party's Voluntary and Considered Decision To Settle.** Each Party represents and acknowledges that they have read this Agreement and have executed same after first conferring with counsel and that they have not in any way relied upon any promise or representation of any other Party or their counsel in making this Agreement. Each Party further represents and acknowledges that they have taken into account not only the known and anticipated claims and defenses, but also unknown and unanticipated claims and defenses which they hereby recognize and agree are covered by this Agreement and releases contained herein. Each Party further acknowledges that this Agreement has not been procured through coercion, duress, fraud or any other improper means.
7. **Capacity.** Each Party represents and warrants that there is no legal basis to preclude them from entering into this Agreement and that each Party has, through counsel, executed this Agreement freely, voluntarily, and with full knowledge of its terms and conditions.

8. **Authority to Sign.** Each signatory, as counsel, represents that he has authority to execute this Agreement on behalf of his client and that his agreement is binding on his client. The clients of Weinstein SMITH LLP client are FEDERAL DEPOSIT INSURANCE CORPORATION and INDYMAC BANK, F.S.B. and Certain Underwriters at Lloyd's to the extent they have any rights standing in the shoes of INDYMAC BANK, F.S.B., (all jointly referred to, herein, as "IndyMac"). The clients of Miranda Sambursky Slone Sklarin Verveniotis, LLP, are VINCENT ANCONA and UNION AMERICA MORTGAGE INC.
9. **Entire Settlement Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, discussions and statements. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.
10. **Severability.** If any paragraph of this Agreement or any portion thereof shall be held to be invalid, illegal or unenforceable, the remainder of this Agreement shall be deemed severed and a separate agreement, and the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.
11. **Choice of Law.** This Agreement shall be construed and enforced under the Laws of the State of New York, without regard to our application of its choice of law rules.
12. **Counterparts.** This Agreement may be executed in any number of counterparts by the Parties hereto and on separate counterparts, each of which, when so executed and delivered,

shall be deemed an original, but all of which shall together constitute one and the same Agreement.

Dated: November 4, 2010

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[Redacted]

Weinstein Smith LLP,
As counsel for
FEDERAL DEPOSIT INSURANCE CORPORATION and
INDYMAC BANK, F.S.B. and
CERTAIN UNDERWRITERS AT LLOYD's
(all referred to as "IndyMac")

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Miranda Sambursky Slone/Sklarin Verveniotis, LLP,
As counsel for
VINCENT ANCONA and
UNION AMERICA MORTGAGE, INC.