

AGREEMENT

Agreement dated the ~~1st~~ ^{4th} day of October, 2010, by and between Federal Deposit Insurance Corporation ("FDIC") and Victory State Bank ("VSB").

WHEREAS FDIC and VSB are engaged in certain litigation, namely, a case captioned Federal Deposit Insurance Corporation, as Receiver of IndyMac Bank, FSB v. Joseph LaMattina, et al., Index No. 403764/06 (N.Y. Co.), which case was originally commenced in Richmond County then transferred to New York County, and in which VSB is named as one of the defendants (the "Litigation"); and

WHEREAS FDIC and VSB wish to resolve all aspects of the Litigation as between them and any and all issues between them without incurring additional time and expenses, and agree that such resolution would best serve their respective interests;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, FDIC and VSB agree to the following terms as their full agreement on these matters:

1. Payment. VSB shall cause to be paid to FDIC the sum of \$35,000. Such payment shall be made by actual delivery to the attorneys for FDIC of a check payable to "Weinstein Smith LLP, as attorneys for Federal Deposit Insurance Corporation, as Receiver of IndyMac Bank, FSB." Such payment shall be made, consistent with CPLR § 5003-a, by no later than 21 days after the full execution of this Agreement and the stipulation of discontinuance called for under the Agreement.

2. Discontinuance. Counsel for FDIC and VSB shall execute a stipulation of discontinuance, with prejudice, and without costs as against either party, discontinuing the Litigation. Such stipulation shall be held in escrow by the attorneys for FDIC pending payment as set forth in Paragraph 1. Upon the check for such payment clearing the account of the attorneys for FDIC, the attorneys for FDIC shall release such stipulation of discontinuance from escrow and file it with the Court, and provide the attorneys for VSB with an as-filed copy.

3. Releases. (a) FDIC, on its own behalf and on behalf of its principals, agents, officers, directors, shareholders, representatives, attorneys, employees, successors, assigns, insurers, and subrogees, automatically and forever releases, discharges, and acquits VSB, and its attorneys, accountants, principals, agents, officers, directors, shareholders, representatives, employees, affiliates, successors, and assigns, from any and all claims, demands, obligations, and liabilities, of every type, kind, nature, description, or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, from the beginning of the world to the date of this Agreement, concerning the Litigation, the subject matter of the Litigation, and any claim that was brought, or could have been brought, as part of the Litigation.

(b) VSB, on its own behalf and on behalf of its principals, agents, officers, directors, shareholders, representatives, attorneys, employees, successors, and assigns, automatically and forever releases, discharges, and acquits FDIC, and its attorneys, accountants, principals, agents, officers, directors, shareholders, representatives, employees, affiliates, successors, assigns, insurers, and subrogees, from any and all claims, demands, obligations, and liabilities, of every type, kind, nature,

description, or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, from the beginning of the world to the date of this Agreement, concerning the Litigation, the subject matter of the Litigation, and any claim that was brought, or could have been brought, as part of the Litigation.

4. No Admissions/No Evidence. This Agreement constitutes a compromise of disputed claims and is not to be interpreted or construed as an admission by any party of any liability, breach, wrongdoing, or omission of any kind. This Agreement may not be used as evidence in any proceeding, except in a proceeding in which any of the parties alleges a breach of the Agreement.

5. Advice of Counsel. The parties hereby agree, represent, and warrant that they have had advice of counsel of their own choosing in negotiations for and the preparation of this Agreement, and they have read the Agreement, and they have had the Agreement fully explained by such counsel, and they are fully aware of its content and legal effect.

6. No Additional Promises. Each party to this Agreement acknowledges that, except as expressly stated in the Agreement, no other party, or attorney or agent of any other party, has made any promise, representation, or warranty, express or implied, concerning the Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes all prior understandings, written or oral. This Agreement may not be modified or amended except by a writing signed by all of the parties hereto.

8. Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the State of New York, without regard to the conflicts of laws principles of the State. The Supreme Court of the State of New York, New York County will have sole jurisdiction over any dispute arising out of or otherwise pertaining to this Agreement.

9. Assignment/Authority to Enter Into Agreement/No Coercion. This Agreement shall inure to the benefit of, and be binding upon, the respective personal and legal representatives, successors, and assigns of the parties hereto; provided, however, no party may assign any of its obligations under this Agreement and any such assignment shall be null and void and of no legal effect. Each party to this Agreement represents and warrants that it has not assigned or transferred any of the claims or interests being assigned or released pursuant to the Agreement, and that it is fully and duly authorized to enter into this Agreement, and is doing so without duress or coercion of any kind.

10. Severability. In the event that any provision of this Agreement or the application of such provision shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement.

11. Non-Waiver. A party's waiver of a particular breach of any provision of this Agreement, or failure to enforce any provision of this Agreement, shall not operate or be construed in any way as a waiver of that party's rights under the Agreement or of any subsequent breach of that or any other provision of the Agreement.

12. Counterparts. This Agreement may be signed in counterpart originals, and shall take full force and effect upon execution by all parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, which is effective as of the date first written above.

Agreed:

FEDERAL DEPOSIT INSURANCE CORPORATION

(b)(6)

[Redacted Signature]
By: Richard S. Cecil
Title: Counsel

VICTORY STATE BANK

(b)(6)

[Redacted Signature]
By: Raffaele M. Branca
Title: President & CEO

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