

SETTLEMENT AND RELEASE AGREEMENT

FOR AND IN CONSIDERATION OF the payment of Ninety-seven thousand, five hundred and seventy-five and no/100 Dollars (\$97,575.00), the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. ("Releasor"), does hereby release and discharge, and by this release does for itself, its heirs, executors, administrators, agents and assigns, hereby forever release, acquit and discharge LUPING LAI, an individual dba TRITON APPRAISALS, and any and all of his agents, employees, assigns, successors in interests, and all other persons, firms or corporations with whom the above-named party has been, is now, or may hereafter be affiliated ("Releasees") from any and all claims, demands, obligations, and causes of action of every kind and nature, known and unknown, existing, claimed to exist or which can hereafter ever arise out of or result from or in connection with the conduct of Releasees, relating to or pertaining to any appraisal of the real properties located at San Jose, California, the facts of which, in part, are set forth in that certain lawsuit filed in the United States District Court, Northern District of California, Case Number CV11-03313-EJD, entitled "*FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B., Plaintiff, vs. LUPING LAI, an individual and dba TRITON APPRAISALS, Defendants.*"

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1. Releasor agrees as further consideration and inducement for this compromised Settlement and Release Agreement that it shall apply to all unknown and unanticipated damages resulting from said occurrences, as well as those now disclosed. The provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived, and Releasor understands that said section provides:

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.

2. Releasor has been fully advised and understands that the losses claimed to have been sustained by it are of such a character that the full extent and type of losses are not known at the date hereof, and it is fully understood that said losses, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result thereof further damages may be sustained by Releasor. Nevertheless, Releasor desires by this release to forever and fully release and discharge the parties herein released and discharged and understands that by execution of this instrument no further claims may ever be asserted by Releasor pertaining to the matters referenced in this document.

3. The liability for all claims referenced in this release is denied by the Releasees and this final compromise and settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.

4. Each party hereto declares that his, her, or its decision in executing this Settlement and Release Agreement is not predicated on, or influenced by, any declaration or representation of any other party, but solely on the conditions, covenants, and agreements contained in this Settlement and Release Agreement.

5. Releasor warrants and represents that it has the right and authority to execute this Settlement and Release Agreement and receive the sums specified in it as to the claims, demands, obligations, or causes of action referred to in this release; and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement and Release Agreement, and will not do so concurrently with the execution of this Settlement and Release Agreement, or after its execution.

6. This Settlement and Release Agreement shall inure to the benefit not only of the parties hereto, but also to each and every one of their respective agents, representatives, employees,

attorneys and insurers, whether primary or excess, and also to the respective assigns and successors in interest of each party hereto.

7. Notwithstanding any other provision, by this Settlement and Release Agreement, the Releasor does not release, and expressly preserves fully and to the same extent as if the Settlement and Release Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. Releasor is not aware of any such claims.

8. Each party will bear his, her, or its own costs and expenses, including attorney's fees, incurred in connection with the litigation specifically identified herein, and no party will make any claim against any other for such costs and expenses.

9. Releasor and Releasee hereby represent that they have carefully read each term of this Settlement and Release Agreement and understand the contents hereof and have executed this Settlement and Release Agreement voluntarily and have not been influenced by any person, persons, or attorney acting on behalf of any party and understand that, after signing this Settlement and Release Agreement, each party cannot proceed against any other party on account of any of the matters recited herein, and each party covenants and agrees that it will not, at any time hereafter, attempt to assert any claim or commence, maintain or prosecute any action at law, in equity, or otherwise against the parties to this Settlement and Release Agreement, or any of them, or any of the parties to which this Settlement and Release Agreement inures, upon or on account of any loss, damage, claim, demand, action or cause of action of any kind or nature, whether known or unknown, arising out of or in any manner connected with the subject matter of this Settlement and Release Agreement.

10. This Settlement and Release Agreement contains the entire agreement between the parties hereto and its terms are contractual and not merely a recital.

11. It is expressly understood and agreed that there have been no promises or representations expressed except as expressly provided herein.

12. Releasor and Releasee hereby declare and represent that they are effecting this Settlement and Release Agreement after having received full legal advice as to its rights from counsel.

13. If litigation is instituted to enforce any aspect of this release, the prevailing party shall be entitled to his, her or its attorney's fees and costs.

14. Each party hereto understands that if the facts with respect to which the Settlement and Release Agreement is executed and the dismissals herein provided are made, are found hereafter to be other than or different from the facts now believed by them to be true, the parties hereto expressly accept and assume the risk of such possible differences in facts and agree that this Settlement and Release Agreement shall be and remain effective notwithstanding such difference in facts.

15. Releasor hereby authorizes and directs its attorney of record to forthwith dismiss with prejudice the aforementioned lawsuit against the parties being released herein. The dismissal shall be filed immediately after receipt of the settlement funds by Releasor.

16. Releasor hereby authorizes and directs that the payment of settlement monies referenced herein shall be made by check, draft or wire transfer payable both to Releasor and to the attorney of record for Releasor, and if check or draft, shall be delivered to said attorney.

17. The Settlement draft shall be made payable to the "Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, F.S.B." Payee shall be provided with a properly

completed and signed W-9. Payment shall be made within 60 days after counsel for the parties have approved the form of this Agreement but shall not be due until Releasor provides counsel for Releasee a duly executed Settlement and Release Agreement.

18. A facsimile copy of the signature of any party herein shall be as valid as an original signature and shall have the same legal effect as an original signature.

19. This agreement may be signed in counterparts and shall have the same legal effect as a single signed document.

20. The parties hereto intend this agreement to be binding upon all parties and enforceable under the terms of California Code of Civil Procedure section 664.6.

21. This Agreement is intended to be and shall be the final agreement of the parties and shall supersede all other agreements.

IT IS HEREINAFTER SO AGREED

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for INDYMAC BANK, F.S.B.

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By _____

Its Counsel 11-29-12

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LUPING LAI
AGREED AS TO FORM:

Dated: NOV. 12, 2012

MORTGAGE RECOVERY LAW GROUP

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By _____

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Michael Delbio
Counsel for FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for INDYMAC BANK, F.S.B.

Dated:

11/29/12

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By: _____

11/19/12

Steve Dollar
Counsel for LUPING LAI individually and dba TRITON APPRAISALS