### SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this <u>3</u> day of February, 2012, by, between, and among the following undersigned Parties:

The claimant Federal Deposit Insurance Corporation, in its capacity as receiver of Mirae Bank ("FDIC");

The following former directors and/or officers of Mirae Bank and/or Mirae Bancorp, Inc.: Kwang Soon Park, Choon Taik Lim, Duk Hee Cho, Chase Rhee, Theodore Yoon, Jong Taek Lim, Soon Im Kim, Moon Key Nam, Jay Kyong Kim, Henri Ungsik Kim, Timothy Chang, Simon Chun aka Joo Chan Chun, Kyoung Ae Roe, Geun Sup Song and Steve Chung. ("Individual Defendants");

Mirac Bancorp, Inc., a corporation organized and existing under the laws of California and a registered bank holding company ("Holding Company"); and

Continental Casualty Company, a CNA company, Chicago, Illinois ("Continental Casualty Company").

The Individual Defendants, the Holding Company, and Continental Casualty Company, collectively, shall be referred to herein as the "Settling Defendants."

For purposes of clarity, each individual person or entity listed above may be referred to herein as a "Party"; or, if more than one, as "Parties".

### RECITALS

### WHEREAS:

Prior to June 26, 2009, Mirac Bank ("Bank") was a depository institution organized and existing under the laws of California;

On June 26, 2009, the Bank was closed by the California Department of Financial Institutions ("CDFI") and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed receiver. In

accordance with 12 U.S.C. § 1821(d), the FDIC as receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets;

Among the assets to which the FDIC as receiver succeeded were any and all of the Bank's claims, demands, and causes of actions against its former directors, officers and employees arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank;

Also among the assets to which the FDIC as receiver succeeded were any and all state and federal tax refunds that inured or belonged to the Bank by operation of law and/or pursuant to agreement with the Holding Company;

The FDIC has asserted claims against certain persons, including the Individual Defendants, each of whom had served at various times as directors and/or officers of the Bank and/or the Holding Company. The Individual Defendants have denied liability for the FDIC's claims:

The FDIC claims ownership of all state and federal tax refunds arising from losses incurred by the Bank, including any such refunds made payable to the Holding Company. The FDIC has accordingly obtained possession and control of certain tax refunds, in the aggregate approximate amount of \$3.6 million, for which it claims ownership as the Bank's receiver ("Tax Refunds"). The Holding Company has challenged the FDIC's ownership of these Tax Refunds and is the named plaintiff in a case encaptioned *Mirae Bancorp v. Federal Deposit Insurance Corporation*. No BC471997, currently pending in the Superior Court of the State of California, County of Los Angeles ("Tax Refund Action");

Continental Casualty Company issued directors' and officers' liability policy number

(b)(4) \_\_\_\_\_\_("Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. The Individual Defendants have made claims under the Policy;

At a December 20, 2011 mediation before the Honorable Leo Wagner, memorialized in a signed *Summary of Settlement* dated December 20, 2011, the FDIC, the Individual Defendants,

Continental Casualty Company, the Holding Company, and the parties to two pending civil actions involving the Bank and the Holding Company, agreed to a global settlement of claims ("Global Settlement"). The instant Agreement resolves the claims asserted by the FDIC against the Individual Defendants and the Holding Company, and provides for mutual releases in accordance with the Global Settlement;

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation;

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, along with those set forth in the signed *Summary of Settlement* dated December 20, 2011, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

### SECTION I: Payment to FDIC

- A. As essential covenants and conditions to this Agreement, the following payments (in the aggregate, the "Settlement Funds"), shall be made to the FDIC within 60 days of the execution of this Agreement:
  - a. Continental Casualty Company shall pay to the FDIC the sum of \$790,000, on behalf of the Individual Defendants, plus any remaining liability limits of the Policy after payment of defense costs necessary to document and consummate the Global Settlement;
  - b. Kwang Soon Park shall pay to the FDIC the sum of \$10,000;
  - c. Choon Taik Lim, Duk Hee Cho, Chase Rhee, Theodore Yoon, Henri Ungsik Kim, Soon Im Kim, Moon Key Nam, and Jay Kyong Kim, jointly and severally, shall pay the FDIC the sum of \$400,000.
- B. The Settlement Funds shall be paid to the FDIC by either (1) direct wire transfer into an account designated by FDIC; or (2) by certified or cashier's check drawn upon a depository institution acceptable to FDIC. If the Settlement Funds are not delivered to the FDIC within 60 days of the execution of this Agreement, interest shall accrue on all unpaid amounts at

the rate of one year U.S. Treasury bills as reported in the Wall Street Journal at the end of the last quarter immediately preceding the date of this Agreement.

- C. In accordance with the Global Settlement, payment of the Settlement Funds shall be made at a closing to occur within 60 days from the execution of this Agreement. At closing, all payments pursuant to the Global Settlement shall be made simultaneously. No funds shall be disbursed to any party to the Global Settlement unless and until all funds necessary to consummate the entire Global Settlement, as memorialized in the *Summary of Settlement* dated December 20, 2011, have been provided and are available for immediate disbursement.
- D. In addition, and without waiving any other rights that the FDIC may have, the FDIC shall have the right to enforce this Agreement against any Party or Parties who fail to deliver their share of the Settlement Funds. Any decision by the FDIC to extend the terms of this Agreement shall not constitute a waiver of or otherwise prejudice its rights or remedies under this Agreement or applicable law. If judicial enforcement of any payment obligations hereunder becomes necessary, no payments may be made pursuant to the Global Settlement until all Settlement Funds have been received, in accordance with Paragraph I.C. above.

### **SECTION II: Stipulation and Dismissal**

Upon execution of this Agreement by each of the undersigned Parties, and payment of the Settlement Funds, the Holding Company shall dismiss the Tax Refund Action with prejudice. Each Party to the Tax Refund Action shall bear its own costs as these were originally incurred.

### SECTION III: Releases

### Release of Individual Defendants by FDIC.

Effective upon receipt in full of the Settlement Funds plus any accrued interest described in SECTION I above, and except as provided in PARAGRAPH III.J. below, the FDIC, for itself and its successors and assigns, hereby releases and discharges each of the Individual Defendants and their respective heirs, executors, administrators, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC, that arise from or relate to, the performance,

nonperformance, or manner of performance of the Individual Defendants' respective functions, duties and actions as officers and/or directors of the Bank and/or the Holding Company or that arise from or relate to the Policy, as well as any alleged act or omission on the part of Jong Tack Lim, Simon Chun, Steve Chung. Timothy Chang, Kyoung Ae Roe, Geun Sup Song and their counsel Lurie & Park related to the representation and handling of the Holding Company including, but not limited to, the Tax Refund Action.

### B. Release of FDIC by the Individual Defendants.

Effective simultaneously with the release granted in PARAGRAPH III.A. above, the Individual Defendants, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank, the Holding Company, or to the performance, nonperformance, or manner of performance of the Individual Defendants' respective functions, duties and actions as officers and/or directors of the Bank and/or the Holding Company or that arise from or relate to the Policy.

### C. Release by Settling Defendants of Each Other.

Effective simultaneously with the releases granted in Paragraph III.B. above, the Settling Defendants, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby release and discharge each other from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank and/or the Holding Company. This provision is expressly contemplated to include any representation, past or present, by Lurie & Park of any of the Settling Defendants. In addition, the following defendants are expressly not releasing each other from pursuing each other for contribution concerning the payment of \$400,000.00 to the F.D.I.C. - Choon Taik Lim, Duk Hee Cho, Henri

Ungkik Kim, Soon Im Kim, Moon Key Nam, Theodore C. Yoon, Chase C. Rhee and Jay Kyong Kim, only. With regards to Simon Chun, Timothy Chang, Kyoung Ac Roe, Jong Taek Lim, Steve Chung, Geun Sup Song and Lurie & Park, any and all claims for contribution by any other Settling Defendant are expressly released as stated herein.

### D. Release of Holding Company by FDIC.

Effective upon final dismissal of the Tax Refund Action, as provided in Section II above, the FDIC, for itself and its successors and assigns, hereby releases and discharges the Holding Company and its employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC, that arise from or relate to any tax refunds that are, or may come, into the possession, custody, or control of the Holding Company.

### E. Release of FDIC by Holding Company.

Effective upon dismissal of the Tax Refund Action becoming final, the Holding Company, for itself and its successors and assigns, hereby releases and discharges the FDIC and its employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the Holding Company, that arise from or relate to any tax refunds that are, or may come, into the possession, custody, or control of the FDIC. Final dismissal of the Tax Refund Action shall constitute the Holding Company's acknowledgement, for itself and its successors, that the Tax Refunds constitute the sole property of the FDIC as receiver for Mirae Bank.

### F. Release of Continental Casualty Company by FDIC.

Effective simultaneously with the releases granted in Paragraphs III.A. and III.B. above, the FDIC, for itself and its successors and assigns, hereby releases and discharges Continental Casualty Company, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or

in equity, that arise from or relate to the Policy. The FDIC agrees that any interest it may have under the Policy is extinguished.

### G. Release of Continental Casualty Company by Individual Defendants.

Effective simultaneously with the releases granted in Paragraphs III.A. and III.B. above, the Individual Defendants, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge Continental Casualty Company, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy. The Individual Defendants agree that any interest they may have under the Policy is extinguished.

### H. Release of FDIC by Continental Casualty Company.

Effective simultaneously with the release granted in Paragraph III.F. above, Continental Casualty Company, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby releases and discharges FDIC, and its employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy.

### I. Release of Individual Defendants by Continental Casualty Company.

Effective simultaneously with the releases granted in Paragraph III.G. above, Continental Casualty Company, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, hereby releases and discharges each of the Individual Defendants, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy.

### Express Reservations From Releases By FDIC.

- Notwithstanding any other provision, by this Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:
- a. against the Settling Defendants or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC as successor in interest to the Bank or any person or entity other than Bank;
  - b. against any person or entity not expressly released in this Agreement; and
  - c. which are not expressly released in Paragraphs III.A. or III.D. or III.F.

above.

- 2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation.
- 3. Notwithstanding any other provision, this 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, the United States Attorney's Office for the Central District of California or any other federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, ct. seq., if appropriate.

### SECTION IV: Waiver of Dividends

To the extent, if any, that Settling Defendants are or were shareholders of the Bank and by virtue thereof are or may have been entitled to a dividend, payment, or other prorata distribution upon resolution of the receivership of the Bank, they hereby knowingly assign to the

FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other pro rata distributions.

### SECTION V: Representations and Acknowledgements

- A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.
- B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to this Agreement.
- C. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, administrators, representatives, successors and assigns.
- D. <u>Choice of Law</u>. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of California.
- E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

### F. Reasonable Cooperation.

- 1. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement and to otherwise perform the terms of this Agreement.
- 2. Further, the Individual Defendants agree to cooperate fully with the FDIC in connection with any action required under this Agreement. Any such cooperation that involves any out of pocket costs is subject to reasonable reimbursement by the FDIC pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:
- a. producing all documents requested by the FDIC, without the necessity of subpoena, as determined by the FDIC, in its sole discretion, to be relevant to the Bank;
- b. making themselves available upon request by the FDIC at reasonable times and places for interviews regarding facts, as determined by the FDIC in its sole discretion, to be relevant to the Bank:
- c. appearing to testify, upon request by the FDIC, in any matter determined by the FDIC in its sole discretion, to be related to the Bank, without the necessity of subpoena;
- d. signing truthful affidavits upon request by the FDIC, regarding any matter, as determined by the FDIC in its sole discretion, to be relevant to the Bank, unless such affidavit could subject the maker to self-incrimination.

H. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

### FEDERAL DEPOSIT INSURANCE CORPORATION

(b)(6)	Dated: February 3, 2012	TITLE: COUNSEL, FOIC  PRINT NAME: HOWARD B. Klein
		CONTINENTAL CASUALTY COMPANY
	Dated: February, 2012	BY
		TITLE:
		PRINT NAME:
	Dated: February _ , 2012	MIRAE BANCORP
		by
		TITLE:
		PRINT NAME:

Dated: February , 2012	
	Kwang Soon Park
Dated: February, 2012	Choon Taik Lim
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	Duk Hee Cho
Dated: February , 2012	Henri Ungsik Kim
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	Theodore C. Yoon
Dated: February, 2012	Chase C. Rhee

Dated: February , 2012	Jay Kyong Kim
Dated: February, 2012	Geun Sup Song
Dated: February, 2012	Timothy Chang
Dated: February 2012	Simon Chun aka Joo Chan Chun
Dated: February, 2012	Kyoung Ae Roe
Dated: February , 2012	Steve Chung

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FEDERAL DEPOSIT INSURANCE CORPORATION

# (b)(6) Dated: February 3, 2012 Dated: February 3, 2012 Dated: February 6, 2012 Dated: February 6, 2012 Dated: February 7, 2012 Dated: February 7, 2012 Dated: February 7, 2012 Dated: February 7, 2012 MIRAE BANCORP

TITLE:

PRINT NAME:

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

## FEDERAL DEPOSIT INSURANCE CORPORATION (b)(6)Dated: February 3, 2012 TITLE: COUNSEL, FRIC PRINT NAME: HOWARDB. Klein CONTINENTAL CASUALTY COMPANY BY\_\_\_\_ Dated: February\_\_\_, 2012 TITLE. PRINT NAME: Dated: February 8, 2012 MIRAE BANCORP (b)(6)PRINT NAME: Chase C. Rhee

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## Order No. Escrow No. Parcel No. AND WHEN RECORDED MAIL TO: AMY NAM 3030 W. 8<sup>TH</sup> STREET, #200 LOS ANGELES, CA 90005

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

### POWER OF ATTORNEY - GENERAL

BY THIS POWER OF ATTORNEY, Chris Moon Key Nam of the County of Los Angeles, State of California does appoint Amy Nam true and lawful attorney(s).

In principal's name, and for principal's use and bonefit, said attorney(s) is/are authorized hereby:

- (1) to demand, sue for, collect, and receive all money, debts, accounts, legacies, bequests, interests, dividends and annufities, and demands as are now or shall hereafter become due, payable, or belonging to principal, and to take all lawful means, for the recovery thereof and to compromise the same;
- (2) to buy and sell land, make contracts of every kind relative to land, any interest therein or the possession thereof, and to take possession and exercise control over the use thereof;
- (3) to buy, sell, convey, mortgago, hypothecate, assign, transfer, and in any manner deal with Real Property, goods, wares, and merchandise, choses in action, certificates or shares of capital stock, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatever nature;
- (4) To execute, acknowledge and deliver contracts of sale, escrow instructions, deeds, leases including leases for mineral and hydrocarbon substances and assignments of leases, covenants, agreements and assignments of agreements, mortgages and assignments of mortgages, conveyances in trust to secure indebtedness or other obligations, and assign the beneficial interest thereunder, subordinations of liens or encumbrances, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfactions of mortgages, requests to reconvey deeds of trust, partial or full, judgments, and other debts, and other instruments in writing of whatever kind and nature, all upon such terms and conditions and under such covenants as said attorney(s) shall approve.

GIVING AND GRANTING to said attorney(s) full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as fully to all intents and purposes as principal might or could do if personally present.

	Chris Moon Key Nam
	On San. 33. Job., before me, Am Loi Kon, Notary lobic personally appeared Chris Moon Key Nam who proved to me on the basis of satisfactory evidence to be the person(s) whose name (si pare subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
(b)(6)	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my halid and official seal.  Signature (Scal)  RAN Hu! KOH COMM. # 1861563  Owner present the courter of the courter

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		Chase C. Rhee

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		Geun Sup Song
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Dated: February, 2012  Dated: February, 2012  Dated: February, 2012  Dated: February, 2012  Simon Chun aka Joo Chan Chun  Dated: February, 2012  Kyoung Ac Roe  Dated: February, 2012		Dated: February , 2012	
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Dated: February, 2012  Simon Chun aka Joo Chan Chun  Dated: February \( \frac{1}{2} \); 2012  Kyoung Ae Roe  Dated: February, 2012		Dated: February, 2012	Geun Sup Song
Simon Chun aka Joo Chan Chun  b)(6)  Dated: February 4, 2012  Kyoung Ac Roc  Dated: February _ , 2012		Dated: February , 2012	Timothy Chang
Dated: February 4, 2012  Kyoung Ac Roc  Dated: February, 2012		Dated: February, 2012	Simon Chun aka Joo Chan Chun
	b)(6)	Dated: February 4, 2012	Kyoung Ac Roc
		Dated: February _ , 2012	Steve Chung

	Dated: February, 2012	Jay Kyong Kim
	Dated: February, 2012	Geun Sup Song
	Dated: February, 2012	Timothy Chang
	Dated: February, 2012	Simon Chun aka Joo Chan Chun
	Dated: February, 2012	Kyoung Ae Roe
(b)(6)	Dated: February <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> <u></u> , 2012	Steve Chung