

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“Agreement”) is made by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation as Receiver for Mutual Bank (“FDIC-R”); and Pethinaidu Veluchamy, Parameswari Veluchamy, Arun Veluchamy, and Anu Veluchamy (the “Veluchamy Defendants”); and James Regas, Steven Lakner, Ronald Tucek, Patrick McCarthy, and Paul Pappageorge (the “Outside Director Defendants”); and Amrish Mahajan, Richard Barth, and Thomas Pacocha (the “Officer Defendants”); and James Regas and the law firm of Regas, Frezados & Dallas LLP (“RFD”) (the “Attorney Defendants”). Collectively, the Veluchamy Defendants, the Outside Director Defendants, the Officer Defendants, and the Attorney Defendants may be referred to herein as “Settling Defendants”. Individually, the FDIC-R and the Settling Defendants may be referred to herein as “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS:

Prior to July 31, 2009, Mutual Bank (“Mutual Bank” or “Bank”) was a depository institution organized and existing under the laws of Illinois.

On July 31, 2009, the Illinois Department of Financial and Professional Regulation closed the Bank and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R 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-R succeeded were all of the Bank’s claims, demands, and causes of action 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, officers, and employees of the Bank.

On August 14, 2011, a group of affiliated companies owned and controlled by the Veluchamy Defendants (the “Qualteq Debtors”) filed voluntary petitions under Chapter 11 of the Bankruptcy Code. These jointly administered cases were pending in the Bankruptcy Court for the Northern District of Illinois as Case No. 12 B 5861 (the “Qualteq Bankruptcy Case”). Fred C. Caruso was the Chapter 11 Trustee for the Qualteq Bankruptcy Case (the “Qualteq Trustee”) and, under the terms of the Qualteq Trustee’s confirmed First Amended Plan of Reorganization, Development Specialists, Inc. (“DSI”), was the Liquidator for the Qualteq Debtors (the “Qualteq Liquidator”).

On August 16, 2011, Pethinaidu Veluchamy and Parameswari Veluchamy (the “Veluchamy Parents”) filed a joint voluntary petition under Chapter 7 of the Bankruptcy Code, which case is pending in the Bankruptcy Court for the Northern District of Illinois as Case No. 11 B 33413 (the “Veluchamy Parents’ Bankruptcy Case”). Brenda Porter Helms is the Chapter 7 Trustee for the Veluchamy Parents’ Bankruptcy Case (the “Veluchamy Parents’ Trustee”). The Veluchamy Parents have waived their respective discharges in the Veluchamy Parents’ Bankruptcy Case.

On October 25, 2011, the FDIC-R filed a complaint for money damages in the United States District Court for the Northern District of Illinois against the Outside Director Defendants, the Officer Defendants, the Attorney Defendants and Arun and Anu Veluchamy (the “Veluchamy Children”). After the United States Bankruptcy Court for the Northern District of Illinois granted the FDIC-R’s motion for relief from the automatic stay in the Veluchamy Parents’ Bankruptcy Case on March 28, 2012, the FDIC-R filed an Amended Complaint to join the Veluchamy Parents as defendants in the district court case. The FDIC-R’s claims against the Settling Defendants are now pending in the United States District Court for the Northern District of Illinois in *FDIC as Receiver for Mutual Bank v. Mahajan, et al.*, No. 11 C 07590 (“D&O and Attorney Action”). The Settling Defendants have denied liability in the D&O and Attorney Action.

On January 19, 2012, the FDIC-R filed its Proof of Claim (No. 19) in the Veluchamy Parents' Bankruptcy Case ("Proof of Claim").

On March 12, 2012, the FDIC-R and Bank of America, N.A. ("Bank of America"), entered into an Intercreditor Agreement pursuant to which the FDIC-R was granted the right to receive certain funds recovered by Bank of America as a result of certain avoidance and fraudulent conveyance proceedings as described below (the "Intercreditor Agreement").

On June 19, 2012, an order was entered in the Veluchamy Parents' Bankruptcy Case granting derivative standing to Bank of America to pursue avoidance and fraudulent transfer claims against the Veluchamy Defendants and other parties. On November 8, 2012, Bank of America in its capacity as the Estate Representative for the Veluchamy Parents' Trustee filed an adversary complaint (No. 12 A 1715) to *inter alia* avoid and recover fraudulent transfers from the Veluchamy Defendants and other parties (the "Derivative Fraudulent Transfer Case"). Following a trial, the Bankruptcy Court entered its Memorandum Opinion, Findings of Fact and Conclusions of Law and a Judgment (as amended) in favor of Bank of America in its capacity as the Estate Representative for the Veluchamy Parents' Trustee and against the Veluchamy Defendants on substantially all of the counts in the Derivative Fraudulent Transfer Case (the "Bankruptcy Court Judgment"). The Veluchamy Defendants appealed the Bankruptcy Court Judgment and objected to the Bankruptcy Court's proposed Findings of Fact and Conclusions of Law. The United States District Court has affirmed and increased the Bankruptcy Court Judgment. The District Court has also denied the Veluchamy Parents' motions to reconsider and to modify the Judgment. The Final Orders of the District Court are subject to further review by the Seventh Circuit Court of Appeals (collectively, the "Appeal").

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

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the

undersigned Parties agree, each with the other, as follows:

**SECTION I: Payment to FDIC-R**

A. As an essential covenant and condition of this Agreement, on or before thirty (30) calendar days after all Parties have executed this Agreement (the "Payment Date"), (1) the Veluchamy Defendants agree to cooperate and facilitate payment to the FDIC-R of a sum of no less than \$6,000,000 to be transferred from the Veluchamy Parents' Bankruptcy Case, on behalf of the Veluchamy Defendants and for the benefit of the FDIC-R, by not directly or indirectly (a) contesting, challenging or in any way objecting to any present or future payments or transfers made to or for the benefit of the FDIC-R by the Veluchamy Parents' Trustee, the Qualteq Trustee, the Qualteq Liquidator and /or Bank of America, (b) seeking a disgorgement or recovery of any such present or future payments or transfers made to or for the benefit of the FDIC-R by the Veluchamy Parents' Trustee, the Qualteq Trustee, the Qualteq Liquidator and/or Bank of America or (c) contesting, challenging or in any way objecting to the Proof of Claim filed or to be filed in any bankruptcy case(s); (2) the Outside Director Defendants and the Officer Defendants agree to pay the FDIC-R the sum of \$4,000,000.00; (3) RFD agrees to pay the FDIC-R the sum of \$2,700,000.00; and (4) James Regas agrees to pay the FDIC-R the sum of \$1,300,000.00 (collectively, "the Settlement Payments").

B. Each of the Settling Defendants shall deliver their respective portions of the Settlement Payments to the FDIC-R by direct wire transfer into an account designated by the FDIC-R by notice to the attorneys for the Settling Defendants, which notice shall be given no later than the date of the FDIC-R's execution of this agreement.

In the event that any Settling Defendants fail to deliver their portion of the Settlement Payments to the FDIC-R (or its counsel) by the Payment Date, interest shall accrue on such unpaid amounts at the rate of 5% per annum from the Payment Date until the date of payment and shall be payable by the Settling Defendants who failed to make timely payment.

C. If the FDIC-R does not receive the Settlement Payments in full on or before the Payment Date, then the FDIC-R, in its sole discretion, shall have the right at any time prior to

receipt of the Settlement Payments in full (including all accrued interest) to:

1. Extend the period of time for the Settlement Payments, including interest accruing from the Payment Date through the date of payment at the rate of 5% per annum; or

2. Enforce this Agreement against the Settling Defendants that fail to pay their portions of the Settlement Payments, in which event such Settling Defendants agree to jurisdiction in United States District Court in Illinois and, to the extent they are found to have breached this Agreement, to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement as to any Settling Defendants that fail to deliver their portion of the Settlement Payments; move to vacate any dismissal order as to those Settling Defendants that fail to deliver their portion of the Settlement Payments, to which such Settling Defendants agree to consent; and re-institute an action on the FDIC-R's claims against any Settling Defendants that fail to deliver their portion of the Settlement Payments. In the event that such an action is re-instituted against any Settling Defendants in default of the payment provisions, those Settling Defendants further agree to waive any defense based on any statute of limitations that would bar any of the FDIC-R's claims and waive all objections, defenses, claims or counterclaims, and covenant and agree not to assert any objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or

4. Seek any other relief available to it in law or equity.

D. Any extension of time under Section I.C.1 for delivery of the Settlement Payments or acceptance of a portion of the Settlement Payments shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.2 through I.C.4 as to any Settling Defendant who fails to deliver its portion of the Settlement Payments at any time prior to receipt of Settlement Payments (including all accrued interest) in full.

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

Within ten business days after the latter of (1) full execution of this Agreement by all of the

Parties, and (2) receipt of the Settlement Payments in full, plus all accrued interest, the FDIC-R shall file a stipulation of dismissal with prejudice of its First Amended Complaint, executed by the attorneys for all Parties hereto, in the form attached hereto as Exhibit A, in the D&O and Attorney Action.

### **SECTION III: Covenants and Releases**

#### **A. FDIC-R Covenants and Releases.**

1. Ninety-one (91) days after the FDIC-R's receipt of the Settlement Payments in full, plus all accrued interest, including payment from the Veluchamy Defendants described above in Section I.A (the "Effective Date"), and further provided that no bankruptcy case other than the Veluchamy Parents' Bankruptcy Case identified above has been filed by or against the Veluchamy Defendants on or before the Effective Date, the FDIC-R shall file an amended Proof of Claim reducing its Proof of Claim to a total claim of \$9 million dollars (\$9,000,000). In the event that a bankruptcy case other than the Veluchamy Parents' Bankruptcy Case identified above has been filed by or against one or more of the Veluchamy Defendants on or before the Effective Date, the FDIC-R's obligation to amend its Proof of Claim shall be extinguished and the stipulation to dismiss shall be void as to the Veluchamy Defendants..

2. Upon receipt of the Settlement Payments in full plus all accrued interest, and except as provided in Section III.D, the FDIC-R for itself and its successors and assigns, releases and discharges the Outside Director Defendants, the Officer Defendants, and the Attorney Defendants, and all partners, associates and employees of RFD 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-R that arise from or relate to the performance, nonperformance, or manner of performance of the Outside Director Defendants', the Officer Defendants', and the Attorney Defendants' duties and actions as officers, directors, and/or attorneys for the Bank including without limitation the causes of action alleged in the D&O and Attorney Action.

B. The Settling Defendants' Releases.

1. Effective simultaneously with the FDIC-R covenants and releases granted in Section III.A.2 above, the Veluchamy Defendants, on behalf of themselves individually and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, representatives, attorneys, 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 or to the performance, nonperformance, or manner of performance of FDIC-R's functions, duties and actions.

2. The Veluchamy Defendants jointly and severally agree and covenant that, regardless of the outcome of any appeals of the Bankruptcy Court Judgment or for any other reason or event arising out of or related to the Veluchamy Parents' Bankruptcy Case or the Qualteq Bankruptcy Case, they shall not directly or indirectly through the actions of others: (i) contest, challenge or in any way object to any past, present, or future payments or transfers made to or for the benefit of the FDIC-R by the Veluchamy Trustee, the Qualteq Trustee, the Qualteq Liquidator and/or Bank of America; (ii) seek a disgorgement, setoff, recoupment, or recovery of any past, present, or future payments or transfers made to or for the benefit of the FDIC-R by the Veluchamy Trustee, the Qualteq Trustee, the Qualteq Liquidator and/or Bank of America; or (iii) contest, challenge, or in any way object to the Proof of Claim filed in the Veluchamy Parents' Bankruptcy Case, the Qualteq Bankruptcy Case, or in any other bankruptcy case filed by one or more of the Veluchamy Defendants.

3. The Veluchamy Defendants specifically reserve the right to seek further

relief from the United States Court of Appeals for the Seventh Circuit and the United States Supreme Court from the Bankruptcy Court Judgment but the outcome of any such appeals shall not impair or otherwise extinguish the obligations of the Veluchamy Defendants owed to the FDIC-R pursuant to this agreement or void or extinguish any payments made.

4. Effective simultaneously with the release granted in Section III.A.2 above, the Outside Director Defendants, the Officer Defendants, and the Attorney Defendants, on behalf of themselves individually and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, representatives, attorneys, 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 or to the performance, nonperformance, or manner of performance of the FDIC-R's functions, duties and actions.

C. Release by Settling Defendants of Each Other.

Effective simultaneously with the above releases and covenants, the Settling Defendants, and their respective insurers, employees, officers, directors, representatives, attorneys, partners, heirs, executors, administrators, 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, non-performance, or manner of performance of their respective functions, duties, and actions as officers and/or directors and/or attorneys of the Bank.

D. Exceptions from Releases by FDIC-R.

1. Notwithstanding any other provision of this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if this 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 the FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by the FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

b. Against any person or entity not expressly released by the FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person.

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, or any other department or agency of the United States as defined by 18 U.S.C. § 6. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. §§ 3322 and 3663 et. seq., if appropriate.

4. To the extent that any of the Outside Director Defendants, the Officer Defendants or the Attorney Defendants file for relief under the Bankruptcy Code within

ninety-one (91) days of the date of the FDIC-R's receipt of the payments described in Section I.A.2, 3 and 4 and such payments are deemed to be preference payments and the FDIC-R is obligated to return some or all of such payments pursuant to a court order or settlement to the bankruptcy estate, the stipulation to dismiss and release shall be void as to that defendant.

E. Express Reservation of Rights of Bond Carrier.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, prejudicing, or compromising any of the following:

(a) any claims or defenses relating to or arising out of the Bank's financial institutions bond,

(b) any claims or defenses relating to or arising out of Federal Deposit Insurance Corporation as Receiver for Mutual Bank v. St. Paul Mercury Insurance Company now pending in the United States District Court for the Northern District of Illinois, Case No. 15-cv-6682,

(c) any claims or rights of any bond carrier by way of subrogation against (i) any directors, officers, employees, or attorneys of the Bank, including but not limited to the Settling Defendants, in their capacities as directors, officers, employees, or attorneys of the Bank or in any other capacity, or (ii) any other individual or entity, or

(d) any defenses that any directors, officers, employees, or attorneys of the Bank, including the Settling Defendants, may have to any claims of any bond carrier by way of subrogation, including, but not limited to, res judicata, impermissible claims-splitting, and statute of limitations.

**SECTION IV: Waiver of Dividends and Proceeds from Litigation**

To the extent, if any, that Settling Defendants are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has

been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in connection with the Bank, its conservatorship, or receivership, Settling Defendants hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or proceeds.

#### **SECTION V: Representations and Acknowledgements**

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties 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, trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or 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.

C. Financial Disclosure Representations. Each Settling Defendant has submitted financial information to the FDIC-R including but not limited to personal financial statements and supplemental responses to the FDIC-R's inquiries and herein affirms that his/her/its financial information was true and accurate as of the date such representations were made except with respect to accounts receivable information disclosed by Regas, Frezados & Dallas, L.L.P. which the firm represents was not materially understated. Each of the Settling Defendants expressly acknowledges that in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling Defendants. The FDIC-R has no obligation to independently verify the completeness or accuracy of that financial information. If a Settling Defendant has failed to disclose any material interest in

any legal or equitable asset or other financial information requested by FDIC-R (as to Defendant Regas, Frezados & Dallas LLP, this provision is limited to any failure to disclose any material client accounts receivable), that Settling Defendant agrees to cooperate fully with the FDIC-R to provide updated financial information and to pay to the FDIC-R the lesser of (1) the value of that Settling Defendant's undisclosed material interest in such information; or (2) the amount of unpaid damages alleged against that Settling Defendant."

#### **SECTION VI: Reasonable Cooperation**

A. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to conclude the D&O and Attorney Action and to otherwise perform the terms of this Agreement.

#### **SECTION VII: Other Matters**

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 defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Parties subscribed thereto upon the execution by all Parties to this Agreement.

C. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Illinois.

D. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R: F. Thomas Hecht and Tina B. Solis, Nixon Peabody LLP, 70 West Madison Street, Suite 3500, Chicago, IL 60602, 312-977-4400, [REDACTED] and (b)(6)

(b)(6) [REDACTED] and Robert J. DeHenzel, Jr., Counsel, Federal Deposit Insurance Corporation, 3501 Fairfax Drive, Rm. VS-B-7002, Arlington, VA 22226, [REDACTED] (b)(6)

If to the Veluchamy Defendants: Randall M. Lending, Chad Schiefelbien and Joshua Nichols, Vedder Price P.C. 222 North LaSalle Street, Suite 2600, Chicago, IL 60601,

(b)(6) 312-609-7500, [REDACTED] and

(b)(6) [REDACTED]

If to Defendants Mahajan and Pacocha: Steven M. Malina and Beth A. Black, Greenberg Traurig, LLP, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, 312-456-8400,

(b)(6) [REDACTED] and [REDACTED]

If to Defendant Barth: Nancy A. Temple and John M. George, Katten & Temple LLP, 542 South Dearborn Street, 14<sup>th</sup> Floor, Chicago, IL 60605, 312-663-0800, [REDACTED] (b)(6)

(b)(6) and [REDACTED]

If to Defendants Lakner, Tucek, McCarthy and Pappageorge: Susan E. Barnes and Kim M. Ruckdaschel-Haley, Lindquist & Vennum PLLP, 80 South Eighth Street, 4200 IDS Center,

(b)(6) Minneapolis, MN 55402 [REDACTED] and [REDACTED] (b)(6)

If to Defendant Regas: Nancy A. Temple and John M. George, Katten & Temple LLP, 542 South Dearborn Street, 14<sup>th</sup> Floor, Chicago, IL 60605, 312-663-0800, [REDACTED] (b)(6)

(b)(6) and [REDACTED] and Kimberly Blair, Wilson, Elser, Moskowitz, Edelman & Dicker, LLP, 55 West Monroe Street, Suite 3800, Chicago, IL 60603,

(b)(6) [REDACTED]

If to Defendant Regas, Frezados & Dallas LLP: Edward Fitzsimmons Dunne, Karbal, Cohen, Economou, Silk & Dunne, LLC, 150 So. Wacker Drive, Suite 1700, Chicago, IL 60606,

(b)(6) [REDACTED] and Alvin R. Becker and Katheirne A. Grosh, Beermann Pritikin Mirabelli Swerdlove LLP, 161 N. Clark Street, Suite 2600, Chicago, IL 60601,

(b)(6) [REDACTED] and [REDACTED]

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 and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s), or other representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

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  
AS RECEIVER FOR MUTUAL BANK

(b)(6)

Date: 12/17/15

BY:

TITLE: Counsel

PRINT NAME: Robert J. DeHenzel, Jr.

Date: \_\_\_\_\_

Pethinaidu Veluchamy

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Date: \_\_\_\_\_

Parameswari Veluchamy

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FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR MUTUAL BANK

Date: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Counsel

PRINT NAME: Robert J. DeHenzel, Jr.

Date: 12/30/2015

Pethinaidu Veluchamy

(b)(6)

[Redacted Signature Box]

Date: 12/30/2015

Parameswari Veluchamy

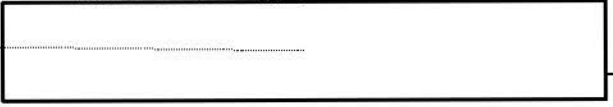
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Date: 12/30/2015

Arun Veluchamy

(b)(6)



Date: \_\_\_\_\_

Anu Veluchamy

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Amrish Mahajan

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Thomas Pacocha

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Richard Barth

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Paul Pappageorge

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James Regas



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Arun Veluchamy

Date: 12/29/15

Anu Veluchamy, 1



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Arun Veluchamy  
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Amrish Mahajan

Date: 12/13/15

Thomas Pacocha

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Amrish Mahajan

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Thomas Pacocha

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Date: 12/14/15

Richard Barth

(b)(6)



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Steven Lakner

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Ronald Tucek

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Patrick McCarthy

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Paul Pappageorge

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Date: \_\_\_\_\_

James Regas

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Date:

Thomas Pacocha

Date:

Richard Barth

Date: December 15, 2015

Steven Lakner

*Steve M Lakner*

Date: \_\_\_\_\_

Arun Veluchamy

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Date: \_\_\_\_\_

Anu Veluchamy

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Arun Veluchamy

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Date: \_\_\_\_\_

Anu Veluchamy

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Amrish Mahajan

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Thomas Pacocha

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Richard Barth

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Steven Lakner

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Ronald Tucek

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Date: 12-14-15

Patrick McCarthy

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Date: \_\_\_\_\_

Paul Pappageorge

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James Regas

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James Regas

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Date: 12/14/15

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Regas, Frezados & Dallas LLP

By:

TITLE: PARTNER

PRINT NAME: PETER L. REGAS

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

FEDERAL DEPOSIT INSURANCE	)	
CORPORATION AS RECEIVER FOR	)	
MUTUAL BANK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 11-cv-7590
	)	
AMRISH MAHAJAN, et al.,	)	Judge Virginia Kendall
	)	Magistrate Judge Young B. Kim
Defendants.	)	
	)	

**NOTICE OF VOLUNTARY DISMISSAL**

Plaintiff, FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR MUTUAL BANK (“FDIC-R”), by and through its attorneys, Nixon Peabody LLP, pursuant to FCRP 41(a)(1) and agreement with defendants (“Defendants”) Amrish Mahajan, Pethinaidu Veluchamy, Parameswari Veluchamy, Arun Veluchamy, Anu Veluchamy, Steven Lakner, Ronald Tucek, Patrick McCarthy, Paul Pappageorge, Richard Barth, Thomas Pacocha, James Regas, and Regas, Frezados, and Dallas, LLP, voluntarily dismisses the First Amended Complaint in the matter, with prejudice and without costs.

Respectfully submitted,

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR MUTUAL  
BANK

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