

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (hereinafter the "Agreement") is made by, between, and among the Federal Deposit Insurance Corporation (the "FDIC"), as Receiver for Washington Mutual Bank, N.A. (collectively referred to as the "FDIC-R"); and Georgia Kontogiannis; Annette Apergis a/k/a Annette Kontogiannis; Elias Apergis; Lisa DiPinto a/k/a Lisa Kontogiannis a/k/a Lisa Pollatos; Chloe Kontogiannis Henning; Adam DiPinto; 161 Hempstead Realty Corp.; Yonah Real Estate Inc.; Plato Holdings LLC; Block 13434 Development LLC; Theoblock S.A. and Global Property Strategies, Inc., (collectively, the "Settling Defendants"). The FDIC-R and the Settling Defendants may be referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, prior to September 25, 2008, Washington Mutual Bank, N.A. ("WaMu") was a depository institution organized and existing under the laws of the State of Washington;

**WHEREAS**, on September 25, 2008, WaMu was closed by the Office of Thrift Supervision and, pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed receiver;

**WHEREAS**, in accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of WaMu, including those with respect to its assets;

**WHEREAS**, on September 11, 2009, the FDIC-R filed claims against certain of the Settling Defendants, and others, who caused losses to WaMu that are now pending in the United States District Court for the Eastern District of New York in a case captioned FDIC as Receiver for Washington Mutual Bank v. Thomas Kontogiannis, et al., No. 09-3936 ("FDIC-R Lawsuit");

**WHEREAS**, the 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, and in consideration of \$10 and other good and valuable consideration, the sufficiency of which consideration is hereby acknowledged, the Parties agree, each with the other, as follows:

**SECTION 1**  
**RELEASES**

A. The FDIC-R's Releases.

Upon execution of the Agreement, and except as provided in Section I.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Defendants and their respective heirs, executors, trustees, 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-R that arise from or relate to WaMu or the FDIC-R Lawsuit.

B. The Settling Defendants' Releases.

Effective simultaneously with the release granted in Section I.A. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, officers, directors, representatives, attorneys, parents, subsidiaries, affiliates, and their 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 WaMu or the FDIC-R Lawsuit.

C. 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, WaMu, 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 WaMu, or any person or entity other than WaMu except for the promissory notes expressly identified in the Lawsuit; 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 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 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 waive, purport to waive, or intend to waive, any claims that have been brought or could be brought by the United States through the Department of Justice or the United States Attorney's Offices for the Eastern District of New York or any other 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 receipt of and 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. Notwithstanding any other provision of this Agreement, this Agreement does not release, compromise, diminish, waive, purport to waive, intend to waive, impact, or in any way impair any claims against Thomas Kontogiannis, including, but not limited to, the restitution owed to the FDIC-R by Thomas Kontogiannis and Elias Apergis relating to the allegations in the FDIC Lawsuit.

**SECTION II**  
**Waiver of Dividends and Proceeds from Litigation**

To the extent, if any, that any of the Settling Defendants are or were a shareholder of WaMu or its holding company, if any, and by virtue thereof are or may have been entitled to a dividend, payment, or other distribution upon resolution of the receivership of WaMu or proceeds in any litigation that has been or could be brought against the United States based upon or arising out of, in whole or in part, the closing of WaMu, or any alleged acts or omissions by the FDIC in any capacity, the United States government, or any agency or department of the United States government in connection with WaMu, its conservatorship or receivership, the Settling Defendants hereby knowingly assign to the FDIC-R any and all rights, titles, and interests in and to any and all such dividends, payments, or other distributions, or such proceeds.

**SECTION III**  
**Representations and Acknowledgments**

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.

#### **SECTION IV** **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 New York.

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:

Aaron M. Forester, Esq.  
Federal Deposit Insurance Corporation  
3501 Fairfax Drive, Arlington, VA 22226

(703) 516-5056

(b)(6)

and,

Alan T. Gallanty, Esq.  
Kantor, Davidoff, Mandelker, Twomey, Gallanty & Kesten, P.C.  
415 Madison Avenue, 16<sup>th</sup> Floor  
New York, NY 10017  
(212) 682-8383

(b)(6)

If to the Settling Defendants:

John S. McDonnell, Esq.  
2001 Marcus Avenue, Suite N125  
Lake Success, New York 11042  
(516) 492-3333

(b)(6)

and

Vincent Lentini, Esq.  
600 Old Country Road, Ste. 202  
Garden City, New York 11530  
(516) 228-3214

(b)(6)

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 or 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 WASHINGTON MUTUAL BANK**

(b)(6)

By: \_\_\_\_\_



Title: \_\_\_\_\_

Counsel - FDIC-R

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

11/5/10

Print Name: \_\_\_\_\_

ARND FORRESTER

Yonah Real Estate Inc.

\_\_\_\_\_  
Georgia Kontogiannis

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Annette Apergis

Plato Holdings LLC

\_\_\_\_\_  
Elias Apergis

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Chloe Kontogiannis Henning

Global Property Strategies, Inc.

\_\_\_\_\_  
Lisa DiPinto

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Adam DiPinto

Block 13434 Development LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

161 Hempstead Realty Corp.

Theoblock S.A.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_





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 WASHINGTON MUTUAL BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

(b)(6) [Redacted]

Georgia Kentogiannis

(b)(6) [Redacted]

Annette Apergis

(b)(6) [Redacted]

Elias Apergis

(b)(6) [Redacted]

Chloe Kentogiannis Fleming

(b)(6) [Redacted]

Lisa DiPinto

(b)(6) [Redacted]

Adam DiPinto

(b)(6) [Redacted]

161 Hempstead Realty Corp.

Its: *George... President*

Yonah Real Estate Inc. (b)(6)  
By: [Redacted]  
Its: *President, George...*

Plato Holdings LLC (b)(6)  
By: [Redacted]  
Its: *President, George...*

Global Property Strategies, Inc. (b)(6)  
By: [Redacted]  
Its: *Ellen...*

Block 13434 Development LLC (b)(6)  
By: [Redacted]  
Its: [Redacted]

The [Redacted] (b)(6)  
By: [Redacted]  
Its: *Theodore...*

STATE OF \_\_\_\_\_ )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, \_\_\_\_\_  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF New York )  
 )ss.:  
COUNTY OF Nassau )

On the 26<sup>th</sup> day of Sept 2016, before me, Georgios Koutogiannis  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

\_\_\_\_\_  
Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 01LE6333246  
Qualified in Nassau County  
Commission Expires 11/18/2019

STATE OF New York )  
 )ss.:  
COUNTY OF Nassau )

On the 26<sup>th</sup> day of Sept 2016, before me, Afonette Apocaris  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

\_\_\_\_\_  
Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 01LE6333246  
Qualified in Nassau County  
Commission Expires 11/18/2019



STATE OF New York  
 )ss:  
COUNTY OF NASSAU )

On the 26<sup>th</sup> day of Sept 2016, before me, Adam DiPietro  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

ADAM DIPIETRO  
Notary Public, State of New York  
No. 0116033246  
Qualified in Nassau County  
Commission Expires 11/16/2019

STATE OF New York  
 )ss:  
COUNTY OF NASSAU )

On the 26<sup>th</sup> day of Sept 2016, before me, Georgia Kondogiannis  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 0116033246  
Qualified in Nassau County  
Commission Expires 11/16/2019

STATE OF New York  
 )ss:  
COUNTY OF NASSAU )

On the 26<sup>th</sup> day of Sept 2016, before me, Georgia Kondogiannis  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 0116033246  
Qualified in Nassau County  
Commission Expires 11/16/2019

STATE OF New York  
 )ss.:  
COUNTY OF Nassau )

On the 26<sup>th</sup> day of Sept 2016, before me, Georgios Kontogiannis  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 01LE633246  
Qualified in Nassau County  
Commission Expires 11/16/2019

STATE OF New York  
 )ss.:  
COUNTY OF Nassau )

On the 26<sup>th</sup> day of Sept 2016, before me, Ioannis Boukas  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 01LE633246  
Qualified in Nassau County  
Commission Expires 11/16/2019

STATE OF New York  
 )ss.:  
COUNTY OF Nassau )

On the 26<sup>th</sup> day of Sept 2016, before me, Theodoros Simos  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 01LE633246  
Qualified in Nassau County  
Commission Expires 11/16/2019

STATE OF NEW YORK  
COUNTY OF NISSAU ) ss.:

On the 26<sup>th</sup> day of Sept 2014, before me, Sam Alia  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his capacity, was fully authorized to do  
so, and that by his signature on the instrument, the individual executed the instrument.

(b)(6)

[Redacted Signature]

Notary Public

LAURA LETIZIA  
Notary Public, State of New York  
No. 01LE633246  
Qualified in Nassau County  
Commission Expires 11/16/2018