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Attorney for Plaintiffs

GARRY S. ROTHSTADT, J.S.C.

By: James R. Michael
Deputy Attorney General
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - PASSAIC COUNTY
DOCKET NO.: L-2399-08

ANNE MILGRAM, Attorney General of
the State of New Jersey, and DAVID
SZUCHMAN, Director of the New
Jersey Division of Consumer Affairs,

Plaintiffs,

v.

AMERICAN MILLENNIUM COMPANY,
L.L.C., et al.,

Defendants.

Civil Action

CONSENT JUDGMENT AS TO
DEFENDANT MARTIN OHLMEYER

WHEREAS the parties to this Action are Plaintiffs ANNE MILGRAM, Attorney General of the State of New Jersey ("Attorney General") and DAVID SZUCHMAN, Director of the New Jersey Division of Consumer Affairs, ("Division")(collectively "Plaintiffs") and American Millennium Company, L.L.C., dba American Mortgage Company, Martin Ohlmeyer, Equititle, L.L.C., Jamal Clark, Leslie Clark, Addison Group, Orlando Barardo, Radell Appraisal Services, Donald Radell, Vallentine Morrison, L.L.C., Green Ink Investments, L.L.C., Kesert Morrison, SAC and Sons L.L.C., and Alexi Reque. As evidenced by their signatures below, Plaintiffs and Defendant Martin

Ohlmeyer ("Ohlmeyer" or "Settling Defendant") (collectively "Parties") consent to the entry of this Consent Judgment ("Consent Judgment") and its provisions without trial or adjudication of any issue of fact of law, and without any liability or wrongdoing of any kind.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

PART ONE: DEFINITIONS

1. Unless otherwise specified, the following definitions shall apply:
 - a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
 - b. "Settling Defendant" means Defendant Herbert Martin Ohlmeyer.
 - c. "Order" means this Consent Judgment.
 - d. "Effective Date" means the date this Order is executed by the parties hereto.
 - e. "Including" means without limitation.
 - f. The use of the singular form of any word includes the plural and vice versa.

PART TWO: COMPLIANCE WITH THE LAW

2. Settling Defendant agrees to comply fully with all Federal and State banking and mortgage lending laws, including but not limited to the New Jersey Licensed Lenders Act, N.J.S.A. 17:11C-1 et seq., the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and the New Jersey RICO statute, N.J.S.A. 2C:41-1 et seq., as well as the regulations of the New Jersey Department of Banking and Insurance.

PART THREE: INJUNCTIVE RELIEF

3. Settling Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business and shall comply with such State and/or Federal laws, rules and regulations

as now constituted or as may hereafter be amended, including the New Jersey Licensed Lenders Act, the CFA and RICO, and all regulations of the New Jersey Department of Banking and Insurance. The Settling Defendant explicitly and unconditionally denies ever having engaged in such activity.

4. Settling Defendant agrees that he shall not engage in any business in any way related to mortgage lending, including but not limited to acting as a mortgage solicitor, for a period of two years or until all sums of the Settlement Amount due to be paid pursuant to paragraph 8 are paid in full, whichever is later.

5. Settling Defendant shall continue to cooperate with the Plaintiffs in its litigation and investigation of matters related to the Complaint, as well as other investigations Plaintiffs may initiate. Settling Defendant agrees to respond to any requests by Plaintiffs for documents or information in a timely and complete manner.

6. Within ten (10) days of the Effective Date, Settling Defendant will file with the Court a Dismissal with prejudice with respect to the third-party complaints Settling Defendant filed against Nicole Williams, Michelle Hirst and Anthony Archer.

PART FOUR: MONETARY RELIEF

7. The Parties have agreed to a Settlement of the Action in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Settlement Amount").

8. Ten Thousand Dollars (\$10,000.00) of the Settlement Amount shall be paid as follows: Within thirty days of the Effective Date, Settling Defendant shall pay Two-Thousand Five Hundred Dollars (\$2,500.00) of the Settlement Amount. On or before July 1, 2010, Settling Defendant shall pay an additional Two-Thousand Five Hundred Dollars (\$2,500.00) of the Settlement Amount. On or before July 1, 2011, Settling Defendant shall pay an additional Two-Thousand Five Hundred

Dollars (\$2,500.00) of the Settlement Amount. On or before July 1, 2012, Settling Defendant shall pay an additional Two-Thousand Five Hundred Dollars (\$2,500.00) of the Settlement Amount.

9. The payments referenced in paragraph 8 shall be made by wire transfer or certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

Attention: Supervisor
Case Management Tracking
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45025
Newark, NJ 07101

10. Upon making the payments referenced in paragraph 8, Settling Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived there from, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

11. For a period of three years from the Effective Date, the Forty Thousand Dollars (\$40,000.00) balance of the Settlement Amount, which comprises civil penalties pursuant to N.J.S.A. 56:8-13, shall be suspended and automatically vacated at the end of that period, provided:

- (a) Settling Defendant complies in all material respects with the restraints and conditions set forth in this Consent Judgment; and
- (b) Settling Defendant timely make all payments referenced in paragraph 8.

12. In the event Settling Defendant materially fails to comply with paragraph 11, the entire suspended penalty of Forty Thousand Dollars (\$40,000.00) shall be immediately due and payable upon notice by the Plaintiffs. In any such notice, however, Plaintiffs shall provide Settling

Defendant with specific details of Settling Defendant's alleged noncompliance and Settling Defendant shall be afforded a thirty-day period within which to cure any such noncompliance. In the event of Settling Defendant's failure to cure any such noncompliance, Plaintiffs may move on notice or by Order to Show Cause to have the Judgment entered for the suspended penalty amount. Settling Defendant shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

PART FIVE: JURISDICTION AND OTHER PROVISIONS

13. Pursuant the CFA and RICO, jurisdiction of this Court over the subject matter and over the Settling Defendant for purposes of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including punishment for any violation of this Consent Judgment. If the Plaintiffs are required to file a petition to enforce any provision of this Consent Judgment against Settling Defendant, Settling Defendant agrees to pay any court costs and reasonable attorneys' fees associated with any successful petition to enforce any provision of this Consent Judgment. Pursuant to N.J.S.A. 56:8-8, venue is proper in this Court, and venue as to all matters between the Parties relating hereto or arising out of this Consent Judgment is solely in the Superior Court of New Jersey, Passaic County.

14. The Plaintiffs and Settling Defendant have consented to the entry of this Consent Judgment for the purposes of settlement only without this Consent Judgment constituting evidence against or any admission by any party and without trial of any issue of fact or law. This Consent Judgment does not constitute any admission of liability or wrongdoing, either express or implied, by

Settling Defendant or any other party. Further, this Consent Judgment shall not be competent evidence in any judicial or other proceeding of any liability or wrongdoing by Settling Defendant.

15. The entry of this Consent Judgment has been consented to by Settling Defendant as his own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon him by this Consent Judgment, and he consents to its entry without further notice, and avers that no offer, agreement or inducements of any nature whatsoever have been made to him by the Plaintiffs or their attorneys or any employee of the Office of the Attorney General to procure this Consent Judgment.

16. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Attorney General of New Jersey and the Director or the Settling Defendant.

17. Settling Defendant has, by his signature and the signature of his counsel hereto, waives any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment concerning the terms addressed in this Consent Judgment.

18. In exchange for the consideration set forth herein, and conditioned upon Settling Defendant making payments referenced in paragraph 8, the Plaintiffs agree to release Settling Defendant from any and all civil claims or consumer-related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Settling Defendant for violations of the New Jersey Consumer Fraud Act ("CFA"), N.J.S.A. 56:8-1 et seq., or the New Jersey Racketeering Influenced Corrupt Organizations statute ("RICO"), N.J.S.A. 2C:41-1 et seq., and arising out of or based upon matters addressed in this Consent Judgment and the complaint filed by the Plaintiffs in this matter. The release language in this paragraph is not

intended to apply to any private right of action brought by any individual or entity, or to any other Federal or State authority, including but not limited to the New Jersey Department of Banking and Insurance. The Plaintiffs reserve, and this Consent Judgment is without prejudice to, all rights against the Settling Defendant concerning all other matters, including criminal liability.

19. This Order, when fully executed and performed by Settling Defendant to a reasonable expectation of the Attorney General, will resolve all claims relating to the Settling Defendant that were raised in the original and amended complaints filed by the Attorney General in this action. However, nothing in this Order is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

Further, this Order, when fully executed and performed, will resolve all claims related to the Settling Defendants that were raised in the original and amended complaints by the Plaintiffs in this action.

20. Notwithstanding any provision of this Order to the contrary, the Office of the Attorney General may, in its sole discretion, grant written extensions of time for Settling Defendant to comply with any provision of this Order.

21. This Order shall become effective upon its execution by all parties and its entry by the Court.

22. The signatories to this Order warrant and represent that they have read and understand this Order, that they are duly authorized to execute this Order, and that they have the authority to take all appropriate action required to be taken pursuant to the Order to effectuate its terms.

23. This Order may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

24. All of the terms of this Order are contractual and not merely recitals, and none may be amended or modified except by a writing executed by all Parties hereto approved by the Court or with Court approval, or upon order of the Court on motion with notice to the adverse party.

25. This above captioned lawsuit shall be dismissed without prejudice. However, the Court shall retain jurisdiction over the Parties and the matter and retain the power to order all applicable equitable remedies to ensure compliance with this Order, including, but not limited to, contempt. Further, if during the subsequent litigation or through other investigation, Plaintiffs discover that Settling Defendant made any misrepresentation or material lack of disclosure concerning its obligations under this Agreement, Plaintiffs may reopen the litigation upon notice to Settling Defendant.

26. This Order supersedes and renders null and void any and all written or oral prior undertakings or agreements between the Parties regarding the subject matter hereof.

27. If any provisions, terms, or clauses in this Order are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Order shall remain valid and binding on the Parties.

28. The Parties may seek to enforce this Order by motion before the Court to the full extent of the law; however, in the event of a dispute among the parties regarding any issue arising hereunder, the Parties shall attempt in good faith to resolve the dispute before seeking the Court's intervention.

29. Failure to comply with any provision of this Order shall be considered a violation of this Consent Order. Upon such a violation, the Attorney General may take any and all steps available to enforce this Consent Order, including seeking an order of contempt. Upon application by

the Attorney General showing the Settling Defendant has failed to pay the sums due pursuant to paragraph 8 and 12 herein, the Court shall also enter a money judgment in the amount of the unpaid balance, plus interest at the rate permitted by the New Jersey Court Rules from the date of violation or nonpayment, against Defendants, and the Attorney General shall have execution thereof.

30. In any application by the Attorney General pursuant to paragraph 29 above, the Attorney General may request an allowance for costs.

31. Failure by any party to seek enforcement of this order pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

32. Nothing in this Order shall preclude a right of action by any person not a party to this Agreement.

33. All communications and notices regarding this Order shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

Office of the Attorney General

James R. Michael
Deputy Attorney General
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, NJ 07101

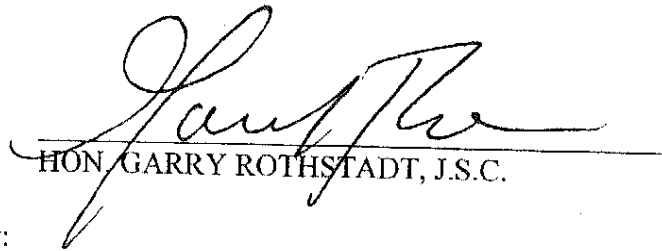
Attorney for Plaintiffs

Settling Defendant

Marc E. Liebman, Esq.
Kaufman, Bern, Deutsch, & Liebman, LLP
Fort Lee Executive Park
One Executive Drive, Suite L-15
Fort Lee, NJ 07024

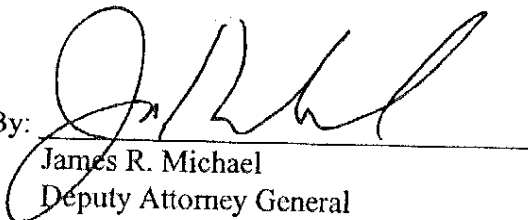
Attorney for Defendant Martin Ohlmeyer

IT IS ON THIS 9 DAY OF November, 2009 SO ORDERED, ADJUDGED
AND DECREED.


HON. GARRY ROTHSTADT, J.S.C.

Jointly Approved and Submitted for Entry:

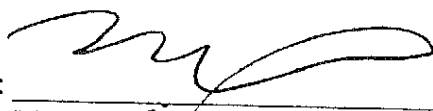
ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: 
James R. Michael
Deputy Attorney General

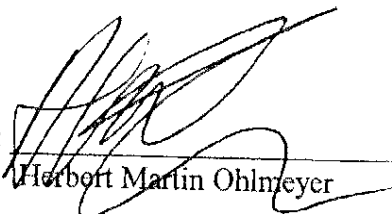
Dated: 10/25/09

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR DEFENDANT MARTIN OHLMEYER:

By: 
Marc E. Liebman, Esq.
Kaufman, Bern, Deutsch, & Liebman, LLP
Fort Lee Executive Park
One Executive Drive, Suite L-15
Fort Lee, NJ 07024

Dated: 10-14-09

By: 
Herbert Martin Ohlmeyer

Dated: 10-19-09