

**GENERAL RELEASE
AND SETTLEMENT AGREEMENT**

LIMS Nr [redacted] (b)(2)
DIF/Mortgage Fraud

1. PARTIES

The parties to this General Release and Settlement Agreement ("Agreement") are Federal Deposit Insurance Corporation as conservator of IndyMac Federal Bank F.S.B., fka IndyMac Bank, F.S.B. ("IndyMac"), on the one hand, and Mark Ryan and Forsythe Appraisals, LLC (collectively "Appraiser"), on the other hand, and hereinafter may be referred to collectively as the "Parties".

2. RECITALS

- 2.1 On or about October 15, 2007, IndyMac filed a lawsuit entitled *IndyMac Bank, FSB vs. Mark Ryan, Forsythe Appraisals, LLC*, Nevada District Court Case No. A549938 ("Action").
- 2.2 IndyMac claims that it relied on an appraisal report for property in funding two mortgage loans and that Appraiser knew IndyMac's lenders would rely on the appraisal report in deciding whether or not to fund the two mortgage loans (loan numbers [redacted] in the amounts of \$564,000.00 and \$141,000.00, respectively.
- 2.3 Appraiser disputes IndyMac's claims relating to the appraisal report and has refused to indemnify IndyMac for its alleged losses stating that the electronic signature on Appraiser's appraisal report was unauthorized and misappropriated.
- 2.4 The Parties hereto have now agreed to resolve their dispute.

(b)(6)

3. AGREEMENT BETWEEN THE PARTIES

- 3.1 Appraiser agrees to pay the sum of Three Thousand Five Hundred Dollars (\$3,500.00) payable to IndyMac and Anderson, McPharlin & Connors LLP, its attorneys. The issuance of said draft is not, nor is it to be, construed as an admission of liability, which are each and all uncertain, doubtful and disputed by Appraiser.
- 3.2 IndyMac does hereby fully release, acquit and discharge Appraiser, its insurers and all other persons, firms, associations and corporations interested and concerned, of and from all known and unknown claims, actions, administrative proceedings, causes of action and suits for damages, at law and in equity, filed or otherwise, including loss of compensation, profits, interest and use, services, loss and diminishment of estate, costs and expenses, which it now has or may hereafter acquire by reason of any loss of or damage to any property right or rights arising out of the allegations in the Complaint entitled *IndyMac Bank, FSB vs. Mark Ryan, Forsythe Appraisals, LLC*, Nevada District Court Case No. A549938.

- 3.3 Appraiser does hereby fully release, acquit and discharge IndyMac, its insurers and all other persons, firms, associations and corporations interested and concerned, of and from all known and unknown claims, actions, administrative proceedings, causes of action and suits for damages, at law and in equity, filed or otherwise, including loss of compensation, profits, interest and use, services, loss and diminishment of estate, costs and expenses, which it now has or may hereafter acquire by reason of any loss of or damage to any property right or rights arising out of the allegations in the Complaint entitled *IndyMac Bank, FSB vs. Mark Ryan, Forsythe Appraisals, LLC*, Nevada District Court Case No. A549938.
- 3.4 The Parties shall bear their own costs and attorneys' fees.
- 3.5 The execution and delivery of documents provided for herein is in consideration for the execution and delivery of releases and other agreements contained in this Agreement.

4. **RELEASE AND WARRANTY**

- 4.1 For the consideration set forth in this Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties to this Agreement, and each of them, do hereby release and forever discharge each other, and each of their associates, owners, stock-holders, predecessors, successors, heirs, spouses, executors, administrators, assigns, agents, insurers, directors, officers, partners, joint venturers, lawyers, and all persons acting by, through, under, or in concert with them, or any of them, from any and all claims, demands, actions or causes of action, or obligations, liabilities, indebtedness, breaches of contract, breaches of duty, suits, liens, lawsuits, costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent (except any agreements or claims arising directly from this Agreement), arising out of, based upon, or relating to the matters/lawsuit/property referred to in the Recitals herein.
- 4.2 The Parties do hereby covenant and agree that they will pursue no claim or cause of action against the other parties hereto, their successors, assigns, agents, insurers, employees, attorneys-at-law, or any of them, collectively or individually, for any type of relief that in any fashion involves or arises from the matters/lawsuit/property referred to in the Recitals herein, including prosecution thereof.
- 4.3 Each of the Parties hereto represents and warrants to the other that each has full power, capacity, and authority to enter into this Agreement, and that none of them has sold, assigned, or in any manner transferred any claims which any of them ever had against the other to any third party, and that no other releases or settlements are necessary from any other person or entity to release and discharge completely the other parties from the claims specified above.
- 4.4 It is the intention of the Parties in executing this Agreement that it shall be effective as a bar to each and every claim, demand, and cause of action above specified. Parties hereto expressly consent that the releases contained in this Agreement shall be given full force and effect according to the provisions of this

Agreement, including those releases and provisions relating to unknown and unsuspected claims, demands, and causes of action of the Parties to this Agreement.

- 4.5 As further consideration for the entry into this Agreement, the Parties, and each of them, warrant and represent that neither they, nor any corporation or entity in which they are an owner, which is controlled by them, or in which they have an interest, intends to assert any claim or file any lawsuit against any other party to this Agreement.

5. **EXECUTION NOT AN ADMISSION**

By entering into this Agreement, no party hereto admits that the claims of the other were or are valid or meritorious. Each party hereto has in the past denied and continues to deny the claims, assertions, allegations, and contentions of the others, and this Agreement and the underlying settlement are strictly for the purpose of compromising disputes.

6. **ADVICE OF COUNSEL**

Each party represents and warrants that, in agreeing to the terms of this Agreement, it has read the document, has had the document explained by counsel of its choice, is aware of the content and legal effect of the document, and is acting on the advice of counsel of its choice and not in reliance on any representation of the other parties to the Agreement, except as expressly set forth herein.

7. **CONFIDENTIALITY**

- 7.1 The Parties agree that they will not respond to or in any way participate in or contribute to any public or private discussion, notice, or other publicity concerning, or in any way relating to the claims at issue herein, the actions and proceedings referred to above, the settlement of this dispute, execution of this Agreement, the terms hereof or the events preceding same. The Parties further agree not to publish or disseminate any non-public information or documents obtained by them in conjunction with the released matters including, without limitation thereto, any information or documents produced by or to him in discovery responses or filed with the court. The Parties hereby agree that disclosure of any information in violation of the foregoing shall constitute and be treated as a material breach of this Agreement.
- 7.2 Notwithstanding this confidentiality agreement, the terms and existence of this Agreement may be communicated by the Parties to their attorneys, to their accountants in conjunction with the rendition of professional services, to the Franchise Tax Board, Internal Revenue Service, or any such other governmental agency as required by law, or to such other persons when required by legal process. Any disclosure as set forth above shall be accompanied by a disclosure of the existence of this confidentiality clause and a request that the party to whom disclosure is made not further disclose the information.

8. **MISCELLANEOUS**

- 8.1 Each of the Parties hereto agrees to execute and deliver to each of the other Parties hereto all additional documents, instruments, and agreements, and to take such additional action as is reasonably required to implement the terms and conditions of this Agreement.
- 8.2 The Parties agree that the rights and obligations arising out of the Agreement, and each of its terms, shall be assignable and delegable, respectively, and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties, and each of them.
- 8.3 In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses, and reasonable attorneys' fees incurred by the prevailing party (including, without limitations, such costs, expenses, and fees on appeal) and, if such prevailing party shall recover judgment in any such action or proceeding, such costs and expenses, including those of expert witnesses and attorneys' fees, shall be included as a part of the judgment.
- 8.4 This Agreement contains the entire Agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations and agreement between the Parties hereto or any other, either written or oral, except as expressly provided herein.

- 8.5 This Agreement shall be interpreted under the laws of the State of Nevada, and shall be construed according to its fair meaning, and shall not be strictly construed against any party hereto.
- 8.6 The Parties may execute duplicate originals of this Agreement, in counterparts, or of any documents they are required to sign or furnish hereunder.

DATED: 4/9/09

INDYMAC FEDERAL BANK

[Redacted Signature]

(b)(6)

By: _____
Its: Vice President

DATED: _____

FORSYTHE APPRAISALS, LLC

By: _____
Its: _____

DATED: _____

MARK RYAN

By: _____
Mark Ryan

Approved as to Form and Content:

DATED: 4-9-09

ANDERSON, McPHARLIN & CONNERS LLP

By: [Redacted Signature]

~~Janieco~~ S. Marshall, Nevada Bar No [Redacted]

(b)(6)

Zachary T. Ball, Nevada Bar No [Redacted]

(b)(6)

Attorneys for Federal Deposit Insurance Corporation as conservator of IndyMac Federal Bank F.S.B., fka IndyMac Bank, F.S.B.

(b)(6)

8.5 This Agreement shall be interpreted under the laws of the State of Nevada, and shall be construed according to its fair meaning, and shall not be strictly construed against any party hereto.

8.6 The Parties may execute duplicate originals of this Agreement, in counterparts, or of any documents they are required to sign or furnish hereunder.

DATED: _____

INDYMAC FEDERAL BANK

(b)(6)

By: _____
Its: _____

DATED: 5/11/09

FORSYTHE APPRAISALS, LLC

(b)(6)

(b)(6) _____

DATED: 5/12/09

(b)(6)

Mark Ryan

Approved as to Form and Content:

DATED: _____

ANDERSON, McPHARLIN & CONNERS LLP

By: _____
Janiece S. Marshall, Nevada Bar No. _____
Zachary T. Ball, Nevada Bar No. _____
Attorneys for Federal Deposit Insurance
Corporation as conservator of IndyMac
Federal Bank F.S.B., fka IndyMac
Bank, F.S.B.

(b)(6)

(b)(6)

DATED:

OLSON, CANNON, GORMLEY &
DESSRUISSEAU

(b)(6)

By

Michael E. Stoberski, Nevada Bar No
Attorneys for Mark Ryan and Forsythe
Appraisals, LLC

(b)(6)