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SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 6th day of ~~January~~ February 2012, by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation ("FDIC") as receiver of Omni National Bank ("Omni" or "Bank"), and L. Lynnette Fuller-Andrews ("Fuller-Andrews"), Winfield L. Cooper III ("Cooper"), and Ulysses Taylor ("Taylor") (collectively, Fuller-Andrews, Cooper and Taylor are referred to as the "Settling Outside Directors") and Progressive Casualty Insurance Company ("Progressive")(individually, the FDIC, Fuller-Andrews, Cooper, Taylor, and Progressive may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to March 27, 2009, Omni was a federally chartered depository institution head quartered in Atlanta, Georgia. All of Omni's corporate stock was owned by its holding company, Omni Financial Services, Inc. ("OFSI"), which is currently inactive but remains in good standing.

On March 27, 2009, the Bank was closed by The Office of the Controller of the Currency ("OCC") 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

The Settling Outside Directors are three former directors: Fuller-Andrews was a director of the Bank from 2003 until February 27, 2009. Cooper was a director of the Bank from March 25, 2008, until the Bank failed. Taylor was a director of the Bank from 2003 until the Bank failed.

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The Settling Outside Directors were included in the demand letter for the payment of civil damages dated October 18, 2011 (the "Demand Letter") asserting, among other claims, negligence and gross negligence in the supervision of renovations of Other Real Estate Owned owned by Omni (the "Claims"). The Settling Outside Directors have denied liability for the FDIC's claims.

Progressive issued directors' and officers' liability policy number [redacted] (the "Policy") (b)(4) which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. The Settling Outside Directors have made claims under the Policy. Progressive has reserved its rights to deny coverage under the Policy for claims asserted by FDIC against the Settling Outside Directors. The Settling Outside Directors have reserved all of their rights under the Policy and all of their rights to contest any coverage denials by Progressive, and have not released Progressive from any obligations under the Policy for any claims, including those claims herein released by the FDIC and any that might be raised by anyone in the future.

. 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, the sufficiency of which consideration is hereby acknowledged, the undersigned parties agree, each with the other, as follows:

SECTION I: Settlement

A. As an essential covenant and condition to this Agreement, Settling Outside Directors agree, jointly and severally, to pay the sum of Three Hundred Thousand Dollars ($300,000) (the "Settlement Funds").

B. As an essential condition, this Agreement must be executed by each Party, in counterpart, with a copy provided to each other Party via email or facsimile, and be fully executed, no later than February 7, 2012. Within fourteen (14) business days after this Agreement is fully

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executed ("Payment Due Date"), the Settlement Funds shall be paid by check made payable to the "Federal Deposit Insurance Corporation" and drawn upon a depository institution acceptable to FDIC. The check or transmittal letter enclosing the check shall include the following information:

BANK: Federal Home Loan Bank of New York

(b)(4) **ROUTING #:** [redacted]

FOR CREDIT TO: FDIC National Liquidation Account

(b)(4) **ACCOUNT #:** [redacted]

OTHER BENEFICIARY INFORMATION (OBI):

a. Fund code(s): 10048

(b)(4) b. 4C Asset number: [redacted]

c. Account officer to be notified and phone number: Lana Robertson, 972.761.8217

d. Description of the Transaction: Omni National Bank, Outside Directors' Claim

The Settlement Funds shall be delivered by overnight delivery service addressed as follows:

Federal Deposit Insurance Corporation
Attn: Cashier Unit
1601 Bryan Street-17th Floor
Dallas, TX 75201-3430

In the event that the Settlement Funds are not delivered by the Payment Due Date, interest shall accrue on all unpaid amounts at the rate of 5% per annum from that date until payment.

C. In addition, and without waiving any other rights that the FDIC may have, in the event that all Settlement Funds are not received by the FDIC by the Payment Due Date, then the FDIC, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right to enforce this Agreement against the Settling Outside Directors and Progressive in which event Progressive, Fuller-Andrews, Cooper and Taylor agree to jurisdiction in United States District Court for the Northern District of Georgia in any action to

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enforce the terms of this Agreement by FDIC. Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void with respect to Progressive, Fuller-Andrews, Cooper and Taylor, at any time prior to receipt of all Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC declares this Agreement null and void, the FDIC shall tender contemporaneously with said declaration all amounts paid to it under this Agreement by return all amounts paid to it under this Agreement by Progressive, Fuller-Andrews, Cooper and Taylor as soon as practicable after said declaration by the FDIC.

SECTION II: Releases

A. Release of Settling Outside Directors by FDIC.

Effective upon receipt in full of the Settlement Funds described in SECTION I above, and except as provided in SECTION II F., the FDIC, for itself and its successors and assigns, hereby releases and forever discharges each of the Settling Outside Directors and each of their respective heirs, executors, administrators, successors, and assigns from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law, equity or statutory, belonging to the FDIC or which the FDIC has the authority or right to assert, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Outside Directors' respective functions, duties and actions as directors of the Bank..

B. Release of FDIC by Settling Outside Directors.

Effective simultaneously with the release granted in PARAGRAPH II.A. and B. above, each of the Settling Outside Directors, on behalf of himself/herself individually and their respective heirs, executors, administrators, agents, employees, representatives, successors and assigns, hereby irrevocably and unconditionally release and forever discharge FDIC, and each of their present, future and former 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, equity or statutory, that arise from or relate to, the performance, nonperformance, or manner of

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performance of the Settling Outside Directors' respective functions, duties and actions as directors of the Bank..

C. Release of Settling Outside Directors of Each Other.

Effective simultaneously with the releases granted in Paragraph II.B. above, the Settling Outside Directors, 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

D. Limited Release of Progressive by FDIC.

Effective simultaneously with the releases granted in Paragraphs II.A. and II.B. above, the FDIC, for itself and its successors and assigns, hereby releases and discharges Progressive, 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 Settling Outside Directors and their claims under the Policy; provided, however, that the release of Progressive is limited to the Settling Outside Directors only and is subject to the express reservation in SECTION II F. below.

E. Limited Release of FDIC by Progressive.

Effective simultaneously with the release granted in Paragraph II.D. above, Progressive, 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 Settling Outside Directors and their claims under the Policy; provided, however, that nothing in this release shall limit or release any claim or defense that Progressive has or may have with respect to the FDIC's assertion of (i) any claim against any

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insured under the Policy other than the Settling Outside Directors, or (ii) any claim against the Settling Outside Directors that is not released by the FDIC.

F. Express Reservations From Releases By FDIC.

1. Notwithstanding any other provision, by this Agreement, the FDIC does not release (under any legal theory whatsoever), 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 each of the Settling Outside Directors 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 against each of the Settling Outside Directors 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, or 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;

c. against Progressive relating to and/or involving, D& O coverage for any former director and officer of Omni, except the Settling Outside Directors. The FDIC reserves its rights and does **not** extinguish any interest that it may have under the Policy, except as to the Settling Outside Directors; and

d. which are not expressly released in Paragraphs II.A 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.

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 Northern District of Georgia or

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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, et. seq., if appropriate.

4. In the event that it should ever be determined that any other person or entity who is not expressly named in this Agreement is or was a joint tortfeasor with the Settling Outside Directors, this Agreement does **not** release such unnamed joint tortfeasor and shall not be construed or interpreted in any manner to release such unnamed joint tortfeasor under any legal theory whatsoever.

SECTION III: Waiver of Dividends

To the extent, if any, that Settling Outside Directors 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 IV: 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 and Facsimile/Electronic Signatures. 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. Facsimile or electronic signatures shall constitute original signatures

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to the 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. All terms, conditions, and obligations under this Agreement survive closing.

D. 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 Georgia.

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). This Agreement may not be modified by course of dealings or performance.

F. Specific Representations Warranties and Disclaimer. The Settling Outside Directors expressly acknowledge that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of financial information in the personal financial statements submitted which is represented to be materially accurate within 30 days of execution of this agreement. If, in their personal financial statements submitted by the Settling Outside Directors, Fuller-Andrews, Cooper and/or Taylor have failed to disclose any material interest, legal, equitable, or beneficial, in any asset, the FDIC in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC may return the Settlement Funds to the person or entity from which the FDIC received payment and declare the releases granted to all of the Settling Outside Directors and the Agreement null and void; (b) the FDIC may return the Settlement Funds to the person or entity from which the FDIC received payment and sue the Settling Outside Directors for damages, an injunction, and specific performance for the breach of this Agreement;

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and (c) the FDIC may return the Settlement Funds to the person or entity from which the FDIC received payment and sue the Settling Outside Directors on any claims that the FDIC may have against them. In the event that the FDIC exercises any of these remedies, the Settling Outside Directors consent to the reinstatement of FDIC's claims and waive any statute of limitations that would bar any of the FDIC's claims against them.

G. Reasonable Cooperation.

1. The undersigned 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 perform the terms of this Agreement.

2. Further, each of the Settling Outside Directors 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.

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

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each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: 2/6/2012

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: ______________________ (b)(6)

TITLE: Senior Attorney

PRINT NAME: Douglas B. Lang

Date: ________

BY: ______________________
L. Lynnette Fuller-Andrews

Date: ________

BY: ______________________
Winfield L. Cooper III

Date: ________

BY: ______________________
Ulysses Taylor

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: __________

BY: ______________________

TITLE: ______________________

PRINT NAME: ______________________

each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: ______ FEDERAL DEPOSIT INSURANCE CORPORATION

BY: ______________________________

TITLE: ______________________________

PRINT NAME: ______________________________

Date: ______

BY: ______________________________
L. Lynnette Fuller-Andrews

Date: ______

BY: ______________________________
Winfield L. Cooper III

Date: ______

BY: ______________________________
Ulysses Taylor

PROGRESSIVE CASUALTY INSURANCE COMPANY

(b)(6) Date: 2-6-12

BY: [redacted]

TITLE: Vice President

PRINT NAME: Peter A. Albert

each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: ________ FEDERAL DEPOSIT INSURANCE CORPORATION

BY: ______________________________

TITLE: ______________________________

PRINT NAME: ______________________________

Date: ________

BY: ______________________________
L. Lynnette Fuller-Andrews

(b)(6)

Date: 2-3-12

BY: [redacted]
Winfield L. Cooper III

Date: ________

BY: ______________________________
Ulysses Taylor

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: ________

BY: ______________________________

TITLE: ______________________________

PRINT NAME: ______________________________

each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: ______ FEDERAL DEPOSIT INSURANCE CORPORATION

BY: ____________________________

TITLE: ____________________________

PRINT NAME: ________________________

Date: ______

BY: ____________________________
L. Lynnette Fuller-Andrews

Date: ______

BY: ____________________________
Winfield L. Cooper III

(b)(6) Date: 2/3/2012

BY [redacted]
Ulysses Taylor

Date: ______ PROGRESSIVE CASUALTY INSURANCE COMPANY

BY: ____________________________

TITLE: ____________________________

PRINT NAME: ________________________

each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: ______ FEDERAL DEPOSIT INSURANCE CORPORATION

BY: ______________________________

TITLE: ______________________________

PRINT NAME: ______________________________

(b)(6) Date: 2/3/12

BY: ______________________________
L. Lynnette Fuller-Andrews

Date: ______

BY: ______________________________
Winfield L. Cooper III

Date: ______

BY: ______________________________
Ulysses Taylor

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: ______

BY: ______________________________

TITLE: ______________________________

PRINT NAME: ______________________________