

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 Rockbridge Commercial Bank, (“FDIC-R”), and Carl Burr, Steven Ichwald, Lauch McKinnon, E.M. Thorne, III, Lawrence Smith, Arnold Tillman, and David Zalik (collectively the “Settling Individuals”)¹. Individually, the FDIC-R and the Settling Individuals may be referred to herein as “Party” and collectively as “Parties”.

RECITALS

WHEREAS:

Prior to December 18, 2009, Rockbridge Commercial Bank, (“Bank”) was a depository institution organized and existing under the laws of Georgia;

On December 18, 2009, the Georgia Department of Banking and Finance (“GDBF”) 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, if any, 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.

¹ Arnold Tillman filed for bankruptcy, was discharged on July 22, 2011, and was sued as a nominal defendant only to pursue recovery under the D&O liability insurance policy. Carl Burr died on April 23, 2015, and a separate claim has not been and will not be filed against his Estate, because the FDIC-R will only pursue recovery under the D&O liability insurance policy.

On December 13, 2012, the FDIC-R filed a complaint for money damages against the Settling Individuals, each of whom served at various times as a director and/or officer of the Bank. Those claims for damages are now pending in the United States District Court for the Northern District of Georgia, Atlanta Division, in *Federal Deposit Insurance Corporation, as Receiver for Rockbridge Commercial Bank v. McKimmon, et al.*, Civil No. 1:12-cv-4313 (“D&O Action”). The Settling Individuals have denied any and all allegations of negligence, gross negligence, or liability of any kind in the D&O Action.

The Settling Individuals were issued a director and officer liability policy (“Policy”), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policy. The Settling Individuals asserted claims for coverage under the Policy. The Settling Individuals have not asserted claims for coverage under any other primary or excess liability policy(ies).

The undersigned Parties acknowledge this is a settlement of disputed claims and defenses and 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 to this Agreement, on or before thirty (30) calendar days following the date the FDIC-R and the Settling Individuals execute this Agreement

("Due Date"), the Settling Individuals, jointly and severally², agree to pay to the FDIC-R the sum of Four Million Eight Hundred Fifty Thousand and 00/100 dollars (\$4,850,000.00) ("the Settlement Payment").

B. The Settlement Payment to the FDIC-R shall be made by direct wire transfer into the following account: Federal Home Loan Bank of New York, New York Main Office, 101 Park Avenue, New York, NY 10178-0599, Routing No. [REDACTED] Account No. [REDACTED] for the (b)(4) credit to FDIC National Liquidation Account OBI Rockbridge Commercial Bank, Atlanta, GA (b)(5) (FIN 10164) Professional Liability [REDACTED] DIF Fund contact Sue Salerno, DRR Investigations, (972) 761-2662.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the Due Date, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest) to:

1. Extend the period of time for the Settlement Payment, including interest accruing from the date determined by subsection A above, through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(a)(3); or
2. Enforce this Agreement, in which event the Settling Individuals agree to jurisdiction in United States District Court in the Northern District of Georgia and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

² In the event that the insurer for the Settling Individuals fails to make the Settlement Payment on their behalf, Arnold Tillman is expressly excepted from joint and several liability for the Settlement Payment due to his bankruptcy.

3. Terminate the Agreement, move to vacate any dismissal order, to which the Settling Individuals agree to consent, and re-institute an action on the FDIC-R's claims. The Settling Individuals 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.

Any extension of time under Section I.C.1 for delivery of the Settlement Payment or acceptance of a portion of the Settlement Payment 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 at any time prior to receipt of Settlement Payment (including all accrued interest) in full.

SECTION II: Stipulation and Dismissal

Within ten (10) business days after the latter of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the Settlement Payment, plus any accrued interest, the FDIC-R shall file a Joint Motion for Dismissal with Prejudice, executed by the attorneys for all Parties hereto, along with a proposed Agreed Order of Dismissal with Prejudice, in the forms attached hereto as Exhibit A, in the D&O Action.

SECTION III: Releases

A. The FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Individuals, and their respective heirs, executors, trustees, administrators, representatives, insurers, 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, the performance, nonperformance, or manner of performance of the Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank, including without limitation the causes of action alleged in the D&O Action.

B. The Settling Individuals' Release.

Effective simultaneously with the release granted in Section III.A. above, the Settling Individuals, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, insurers, 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 Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank, including without limitation the causes of action alleged in the D&O Action.

C. Release by Settling Individuals of Each Other.

Effective simultaneously with the releases granted in Section III.A above, the Settling Individuals, 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. 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 Individuals 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-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by 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.

SECTION IV: Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that Settling Individuals 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 Individuals 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 Representation. Each Settling Defendant that submitted

financial information to the FDIC-R herein affirms that his financial information was true and accurate as of the date submitted to the FDIC-R. Each Settling Defendant 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.

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 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 Georgia.

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:

Douglas B. Lang , Counsel
Federal Deposit Insurance Corporation
3501 N. Fairfax Dr. B7004
Arlington, VA 22226
Telephone: (703) 516-1243

(b)(6) _____ [Redacted]

And

Richard Morgan
Charles Schoenwetter
Bowman and Brooke LLP
150 South Fifth Street, Suite 3000
Minneapolis, MN 55402

(b)(6) _____ [Redacted]

If to Settling Individuals:
Lawrence Smith
David Zalik
Arnold Tillman

Mary C. Gill
Austin M. Hall
Alston & Bird LLP
1201 W. Peachtree St.
Atlanta, GA 30309

(b)(6) _____ [Redacted]

If to Settling Individual:
David Zalik

Jim Leonard
Barnes & Thornburg LLP
Prominence in Buckhead
3475 Piedmont Road, N.E.
Suite 1700
Atlanta, Georgia 30305-3327

(b)(6)

[Redacted]

If to Settling Individuals:
Steven Lehwald
E.M Thorne III

James B. Manley, Jr.
McKenna Long & Aldridge LLP
303 Peachtree Street
Suite 5300
Atlanta, Ga 30308

(b)(6)

[Redacted]

If to Settling Individual:
Lauch McKinnon

John K. Villa
Ryan T. Scarborough
Williams & Connolly, LLP
725 Twelfth St., N.W.
Washington, D.C. 20005

(b)(6)

[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 ROCKBRIDGE COMMERCIAL BANK

Date: June 29, 2015

By: (b)(6)

Douglas B. Lang
TITLE: Counsel for Plaintiff
PRINT NAME: DOUGLAS B. LANG

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Carl Burr
TITLE: Attorney in Fact for Carl Burr
PRINT NAME: Philip H. Weener _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Steven Lehwald
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lauch McKinnon
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
E.M. Thorne, III
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lawrence Smith
TITLE: _____
PRINT NAME: _____

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 ROCKBRIDGE COMMERCIAL BANK

(b)(6) Date: June 29, 2015

By: [Redacted]
Douglas B. Lang
TITLE: Counsel for Plaintiff
PRINT NAME: DOUGLAS B. LANG

(b)(6) Date: _____

SETTLING INDIVIDUAL:
BY: [Redacted] *on behalf of the Estate*
Carl Burr *of Carl Burr D*
TITLE: Attorney in Fact for Carl Burr
PRINT NAME: Philip H. Weener [Redacted] (b)(6)

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Steven I. Schwald
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lauch McKinnon
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
E.M. Thorne, III
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lawrence Smith
TITLE: _____
PRINT NAME: _____

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 ROCKBRIDGE COMMERCIAL BANK

Date: June 29, 2015

By: (b)(6)
Douglas B. Lang
TITLE: Counsel for Plaintiff
PRINT NAME: DOUGLAS B. LANG

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Carl Burr
TITLE: Attorney in Fact for Carl Burr
PRINT NAME: Philip H. Weener

Date: June 30, 2015

SETTLING INDIVIDUAL:
BY: (b)(6)
Steven Lehwald
TITLE: INDIVIDUAL
PRINT NAME: STEVEN B. LEHWALD

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lauch McKinnon
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
E.M. Thorne, III
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lawrence Smith
TITLE: _____
PRINT NAME: _____

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 ROCKBRIDGE COMMERCIAL BANK

Date: June 29, 2015

By: (b)(6)

Douglas B. Lang

TITLE: Counsel for Plaintiff

PRINT NAME: DOUGLAS B. LANG

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Carl Burr

TITLE: Attorney in Fact for Carl Burr _____

PRINT NAME: Philip H. Weener _____

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Steven Ichwald

TITLE: _____

PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:

BY: (b)(6)

Lauch McKinnon

TITLE: _____

PRINT NAME: Lauch McKinnon

Date: _____

SETTLING INDIVIDUAL:

BY: _____

E.M. Thorne, III

TITLE: _____

PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Lawrence Smith

TITLE: _____

PRINT NAME: _____

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 ROCKBRIDGE COMMERCIAL BANK

Date: June 24, 2015

By: (b)(6)

Douglas B. Lang

TITLE: Counsel for Plaintiff

PRINT NAME: Douglas B. Lang

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Carl Burr

TITLE: Attorney in Fact for Carl Burr

PRINT NAME: Philip H. Weener

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Steven Lehwald

TITLE: _____

PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Lauch McKimmon

TITLE: _____

PRINT NAME: _____

Date: 6/30/15

SETTLING INDIVIDUAL: (b)(6)

BY:

E.M. Thorne, III

TITLE: _____

PRINT NAME: Em Thorne III

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Lawrence Smith

TITLE: _____

PRINT NAME: _____

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
ROCKBRIDGE COMMERCIAL BANK

Date: June 29, 2015

By: (b)(6)

Douglas B. Lang
TITLE: Counsel for Plaintiff
PRINT NAME: Douglas B. Lang

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Carl Burr
TITLE: Attorney in Fact for Carl Burr
PRINT NAME: Philip H. Weener

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Steven Lehwald
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
Lauch McKinnon
TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:
BY: _____
E.M. Thorne, III
TITLE: _____
PRINT NAME: _____

Date: 6/30/15

(b)(6) _____

SETTLING INDIVIDUAL:
BY:
Lawrence Smith
TITLE: _____
PRINT NAME: Lawrence Smith

Date: 6/30/15

SETTLING INDIVIDUAL:

BY: (b)(6)
Arnold Tillman

TITLE: _____
PRINT NAME: ARNOLD TILLMAN

Date: _____

SETTLING INDIVIDUAL:

BY: _____
David Zalik

TITLE: _____
PRINT NAME: _____

Date: _____

SETTLING INDIVIDUAL:

BY: _____

Arnold Tillman

TITLE: _____

PRINT NAME: _____

Date: 6/27/15

SETTLING INDIVIDUAL:

BY: _____

David Zalik

TITLE: _____

PRINT NAME: _____

(b)(6)

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
Rockbridge CommercialBank,**

Plaintiff,

v.

CaseNo.:1:12-CV-4313-MHC

Lauch McKinnon, et al.

Defendants.

_____ /

JOINT MOTION FOR DISMISSAL WITH PREJUDICE

Plaintiff, the Federal Deposit Insurance Corporation, as Receiver for Rockbridge Commercial Bank (“FDIC-R”), together with Defendants, Carl Burr, Steven Lehwald, Lauch McKinnon, E.M. Thorne, III, Lawrence Smith, Arnold Tillman, and David Zalik, (“Defendants”) (collectively the “Parties”), by and through their respective undersigned attorneys, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) hereby stipulate to the dismissal of this action with prejudice with the Parties to each bear their own attorneys’ fees and costs, and request the entry of the attached Agreed Order of Dismissal With Prejudice pursuant to a certain Settlement and Release Agreement executed by the Parties.

Dated this _____ day of August, 2015.

MILLER & MARTIN PLLC

Charles B. Lee, Esq.
Volunteer Building
832 Georgia Avenue, Suite 1000
Chattanooga, TN 37402
Telephone: (423) 756-6600

Counsel for FDIC-R

ALSTON & BIRD LLP

Mary C. Gill
Georgia Bar No. 294776
Austin M. Hall
Georgia Bar No. 310751
1201 W. Peachtree Street
One Atlantic Center
Atlanta, Georgia 30309
Telephone: (404) 881-7276
Fax: (404) 881-7777

*Counsel for Lawrence Smith,
David Zalik, and Arnold Tillman*

WILLIAMS & CONNOLLY

John K. Villa
D.C. Bar No. 220392
Ryan Scarborough
D.C. Bar No. 466956
725 12th Street, N.W.
Washington, DC 20005-5901
Telephone: (202) 434-5000

BOWMAN & BROOKE LLP

Richard G. Morgan
150 South Fifth Street, Suite 3000
Minneapolis, MN 55402
Telephone: 612.672.3240
Facsimile: 612.672.3200

Counsel for FDIC-R
MCKENNA LONG &
ALDRIDGE, LLP

Jill Cox Kuhn
Georgia Bar No. 648990
James Barton Manley, Jr.
Georgia Bar No. 469114
303 Peachtree Street, N.E., Suite
5300
Atlanta, GA 30308
Telephone: (404) 527-4000
Fax: (404) 527-4198
*Counsel for Steven Lehwald and
E.M. Thorne III*

DUANE MORRIS, LLP

Alice E. Snedeker
Georgia Bar No. 151066
Rebecca M. Lamberth
Georgia Bar No. 496927
1075 Peachtree Street, Suite 2000
Atlanta, Georgia 30309
Telephone: (404) 253-6900
Fax: (404) 253-6901

Counsel for Lauch McKinnon

Counsel for Lauch McKinnon

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
Rockbridge Commercial Bank,

Plaintiff,

v.

CaseNo.:1:12-CV-4313-MHC

Lauch McKinnon, et al.

Defendants.

_____/

AGREED ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE came before the Court upon the Federal Deposit Insurance Corporation, as Receiver for Rockbridge Commercial Bank ("FDIC-R"), together with Defendants, Carl Burr, Steven Lehwald, Lauch McKinnon, E.M. Thorne, III, Lawrence Smith, Arnold Tillman, and David Zalik's Joint Motion for Dismissal with Prejudice (the "Motion"), and the Court, having reviewed the Motion, and being otherwise fully advised in the premises, hereby

ORDERS AND ADJUDGES that the motion is **GRANTED**. This action is hereby **DISMISSED** with prejudice with each party to bear its own fees and costs. The Clerk is hereby directed to close the court file.

DONE AND ORDERED in chambers in the Northern District of Georgia, this ____
day of _____, 2015.

United States District Judge

Copies To
Counsel of Record