

RELEASE AND SETTLEMENT OF ALL CLAIMS

This is a Release and Settlement of All Claims ("Agreement"), dated as of the last date below, by and among Federal Deposit Insurance Corporation, as a Receiver for IndyMac Bank, F.S.B. ("FDIC"), and Success Title Services, Inc. ("Success Title"), collectively referred to herein as the "Parties."

BACKGROUND

Whereas, IndyMac Bank, F.S.B. ("IndyMac") financed a real property purchase transaction, funding a primary and secondary mortgage loan secured by the property located at 1621 Dodge Avenue, Evanston, Illinois (the "Subject Transaction").

Whereas, Success Title performed title, escrow, and closing services in connection with the Subject Transaction (the "Closing Services").

Whereas, FDIC filed a complaint in the United States District Court for the Northern District of Illinois against Success Title, in an action titled *Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B. v. Success Title Services, Inc.* (Case No. 09-CV-04867) (the "Lawsuit").

Whereas, Success Title filed a third-party complaint in the Lawsuit, seeking contribution against William Grba & Associates, Inc. ("Grba") and others.

Whereas, FDIC has reached a compromise and settlement, separate from this Agreement, as to all claims against Grba.

Whereas, Success Title denies the allegations contained in the Lawsuit.

The Parties have agreed, without concession of liability or fault, to compromise all disputes between and among them relating thereto on the terms set forth below.

AGREEMENT

In consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties by execution of this Agreement, the Parties agree as follows:

1. Success Title shall pay FDIC the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Settlement Payment"). The Settlement Payment shall be made payable to "RJ Landau Partners PLLC, Attorneys for FDIC as Receiver for IndyMac Bank, F.S.B." within fifteen (15) days of receipt by Success Title's counsel of a properly and fully executed Agreement by FDIC. The Settlement Payment represents full settlement and release of all claims by and between the Parties in relation to the Subject Transaction, the Closing Services, and/or the Lawsuit including but not limited to any and all claims for attorney's fees and costs.

2. As a condition of settlement, Success Title shall not object to FDIC's settlement with Grba or otherwise challenge the settlement amount. Success Title shall further, through counsel, execute a dismissal with prejudice and without any costs or attorney's fees to any party regarding Success Title's third-party claims against Grba.

3. As consideration of the Settlement Payment, FDIC, and its administrators, assigns, successors, predecessors, representatives, agents, subsidiaries, affiliates, directors, officers, and employees, release and forever discharge Success Title and all of its affiliates and

related entities and companies, and each of their agents, servants, employees, attorneys, subsidiaries, parents, affiliates, directors, officers, administrators, predecessors, successors, representatives, fiduciaries, assigns, and insurers, including ProAssurance Specialty Insurance Co., Inc. and Mid-Continent General Agency, Inc., and each and every one of them from any and all claims, actions, demands, damages, expenses, and compensation whatsoever arising from or related to the Subject Transaction and/or the Closing Services, the Lawsuit, and any of the claims FDIC has or could have asserted in the Lawsuit.

4. The Parties, through counsel, shall execute a dismissal with prejudice and without any costs or attorney's fees to any party regarding all claims in the Lawsuit between the Parties.

5. FDIC acknowledges that this Agreement covers claims and causes of action whether they be under theories of tort, contract, statute or otherwise. FDIC further acknowledges that this Agreement covers claims for any form of damages, whether compensatory, punitive, statutory or otherwise, and includes claims and causes of action for all forms of costs, fees, benefits or expenses, which accrued or may accrue in the past, present or future based upon facts that existed as of the date of this Agreement. FDIC further acknowledges that it may discover facts and legal theories in addition to or different from those of which it is now aware. Claims, causes of action and suits arising out of any or all matters released herein that are based upon facts or legal theories unknown as of the date of this Agreement are barred by this Agreement. FDIC further waives the right to rely upon any statute, rule or common-law doctrine which precludes the release of claims, causes of action, or suits arising from facts which are not known or are different from those known when the release is executed.

6. FDIC warrants it is the sole party authorized to pursue the claims asserted in the Lawsuit, and that it has made no assignment of any of those rights, and that there are no liens asserted against any of those rights or the Settlement Payment.

7. Neither this Agreement nor any of its provisions, terms, or conditions constitute an admission of liability or wrongdoing on the part of the Parties and neither this Agreement nor any of its provisions, terms, or conditions shall be construed as an admission of liability or wrongdoing or may be offered or received in evidence in any action or proceeding as evidence of admission of liability or wrongdoing.

8. All of the agreements, covenants, representations and warranties between the Parties, express or implied, oral and written, concerning the subject matter of this Agreement are contained in this Agreement. All prior and contemporaneous conversations, negotiations, agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. The Parties agree that no party shall be bound by or liable to any other in any manner for representations, statements, or warranties that are not expressly set forth herein, and that no promises or inducements have been made except for as set forth herein and that the Parties sign this Agreement in reliance only upon the statements and representations contained herein.

9. This Agreement may not be modified except by agreement of all the Parties in writing duly executed by all the Parties.

10. The Parties represent and warrant that there has been no assignment, negotiation, hypothecation or other transfer or alienation of any cause of action, or of any other rights,

obligations, liabilities, demands or claims existing between the Parties or which could be asserted by the Parties in the Lawsuit.

11. Electronic or facsimile transmission of a signed Agreement shall constitute receipt of an original signed Agreement by mail.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

13. This Agreement shall be governed by the internal laws of the State of Illinois without regard to conflict of law principles.

14. The Background section above is an integral part of this Agreement and is hereby incorporated and made a part hereof as though fully set forth herein.

15. This Agreement is supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

SIGNATURES APPEAR ON FOLLOWING PAGES

Authorized Representative:

(b)(6)

Success Title Services, Inc.

SUBSCRIBED and SWORN to

Before me this 17th day of

AUGUST, 2011.

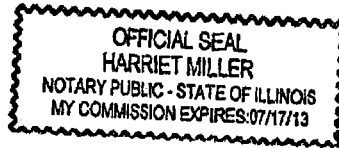
(b)(6)

[Redacted Signature]

[Redacted Signature]

(b)(6)

Date: 8-19-11



IN WITNESS WHEREOF, the Parties hereto have affixed, or caused to be affixed, their respective signatures, in execution of this Agreement.

Authorized Representative:

Federal Deposit Insurance Corporation, as
Receiver for IndyMac Bank, F.S.B.

[Redacted Signature Box]

(b)(6)
(b)(6)

SUBSCRIBED and SWORN to
Before me this 16 day of
August, 2011.

[Redacted Notary Name Box]

Notary Public



County of Arlington

Date: 8-16-11