

**SETTLEMENT AGREEMENT**  
**AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("**Agreement**") is effective on the date that all parties have executed this Agreement, and is entered into by and between Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, F.S.B. ("**FDIC**"), and Escrow and Title Services, Inc., d/b/a Bell Title Company, a Michigan corporation ("**Bell Title**").

**BACKGROUND**

This Agreement is in settlement of the complaint filed on February 12, 2010 by FDIC against Bell Title in the United States District Court for the Eastern District of Michigan, identified as Case No. 2:10-cv-10643-BAF-PJK ("**Lawsuit**").

**AGREEMENT**

In consideration of the mutual promises and undertakings of the parties, it is agreed as follows:

1. **Settlement**. The Lawsuit is settled and any and all claims asserted in the Lawsuit are and shall be dismissed upon the terms and conditions outlined in this Agreement.

2. **Payment**. Bell Title shall make payment of \$225,000 (Two Hundred Twenty Five Thousand Dollars) to FDIC ("**Settlement Payment**").

a. The Settlement Payment shall be made as follows:

- \$25,000 to be payable within 7 (seven) days of receipt by Bell Title's counsel of a properly and fully executed Agreement by FDIC;
- \$20,000 to be payable on April 1, 2012;
- \$20,000 to be payable on October 1, 2012;
- \$20,000 to be payable on April 1, 2013;
- \$20,000 to be payable on October 1, 2013
- \$20,000 to be payable on April 1, 2014;
- \$20,000 to be payable on October 1, 2014;
- \$20,000 to be payable on April 1, 2015;

- \$20,000 to be payable on October 1, 2015;
- \$20,000 to be payable on April 1, 2016; and
- \$20,000 to be payable on October 1, 2016.

b. All payments shall be made by check payable to "RJ Landau Partners PLLC, Attorneys for FDIC" in a manner to ensure delivery on or before the due date for each payment.

c. In the event Bell Title fails to make any payments on or before the due dates set forth above, Bell Title's failure to pay shall be considered an event of default. Upon receiving notice of an event of default, Bell Title shall have no more than 7 (seven) days from the date such notice of default is received to cure by making the required payment. Notice of default shall be deemed adequate if served by U.S. Mail certified, return receipt requested to Bell Title, 2339 Jolly Rd, Okemos, Michigan 48864, and also to Bell Title's current counsel of record, William E. Hosler, Williams, Williams, Rattner & Plunkett, P.C., 380 North Old Woodward Avenue, Suite 300, Birmingham, Michigan 48009. Bell Title hereby agrees that if it fails to cure within this period, FDIC shall be entitled to entry of a Consent Judgment against Bell Title in the amount of \$225,000.00 (less any payments made hereunder) with statutory interest on the unpaid balance from February 12, 2010. Bell Title expressly consents to entry of the Consent Judgment as set forth above without notice of presentment, objections to form waived, provided solely that the FDIC presents to the Court a copy of this Agreement and an affidavit stating the fact of Bell Title's non-payment and proof of service of the notice of default.

d. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

3. **Mutual Release.** Subject to the obligations imposed by this Agreement, each party, for themselves and their representatives, predecessors, successors, affiliates, directors, officers, employees, agents, heirs and assigns, releases, exonerates, and forever discharges each other party and their representatives, predecessors, successors, affiliates, directors, officers, employees, agents and assigns from any and all claims, actions, causes of action, damages, costs, expenses, or liability of any kind and nature which they had in the past, have now, or may have in the future arising out of the claims which were the subject matter of the Lawsuit.

4. **Dismissal of Lawsuit.** A Stipulation and Order of Dismissal will be entered with the Court which shall include a provision that the Court shall retain jurisdiction for the purpose of enforcing the terms of this Agreement.

5. **Disclosure.** It is expressly recognized that pursuant to 12 USC 1821(s), the FDIC may not enter into any agreement or approve any protective order which prohibits the FDIC from disclosing the terms of any settlement of an administrative or other action for damages or restitution brought by the FDIC in its capacity as conservator or receiver for an insured depository institution. It is further recognized that FDIC is subject to Freedom of Information Act ("FOIA") requests and similar obligations to engage in inter-agency disclosure which do not permit it to conceal the existence, terms and conditions of this Agreement. Notwithstanding

these limitations, it is the intent of the FDIC that its current and/or future outside non-employee legal counsel shall not utilize or reference the terms and conditions of this Agreement except as authorized by the FDIC in order to comply with its statutory and governmental obligations to disclose such information.

6. **Severability of Provisions.** The provisions of this Agreement are severable. If any provision of this Agreement is found to be unenforceable, the other provisions shall remain fully valid and enforceable.

7. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

8. **Advice of Counsel.** The parties acknowledge that they have reviewed this Agreement in its entirety, having consulted such legal, tax and other advisors as they deem appropriate, and understand and agree to each of the provisions of this Agreement. The parties further acknowledge that they have entered into this Agreement voluntarily.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Michigan.

10. **Counterparts.** This Agreement may be signed in counterparts as if the signature on each counterpart were on the same document.

**IN WITNESS OF WHICH,** the parties have executed this Agreement.

[signatures on following pages]

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

(b)(6) \_\_\_\_\_  
By:  \_\_\_\_\_

Its: Counsel \_\_\_\_\_

Commonwealth of Virginia  
STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF Arlington )

On this 13 day of September, 2011, before me, a Notary Public, personally appeared Richard S Gill, to me known to be the person described in and who executed the foregoing Agreement, and acknowledged that he/she executed the same as his/her free voluntary act and deed.

(b)(6) \_\_\_\_\_  
 \_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Escrow and Title Services, Inc., d/b/a Bell Title Company, a Michigan corporation

(b)(6)

By: [Redacted Signature]

Leigh Kraushaar

Its: President

(b)(6)

By: [Redacted Signature]

Mark Kraushaar

Its: Chief Executive Officer

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Ingham )

On this 13<sup>th</sup> day of September, 2011, before me personally appeared MARK KRAUSHAAR and LEIGH KRAUSHAAR, to me known to be the persons described in and who executed the foregoing Agreement, and acknowledged that they executed the same as their free voluntary act and deed.

(b)(6)

[Redacted Signature]

Notary Public

\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

LYNETTE S. HAWKINS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF CLINTON  
My Commission Expires May 6, 2012  
Acting in the County of Ingham