

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (hereinafter referred to as "*Agreement*") is entered into this 24th day of August, 2009, by and between the Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB (hereinafter referred to as "*FDIC*"); Steven E. Good, Sr. and Good Residential Appraisals Home Inspections (hereinafter collectively referred to as "*Good*"); and Norman, Hubbard & Associates (hereinafter referred to as the "*NHA*"), with respect to the claims made in the case captioned *Federal Deposit Insurance Corporation, as Conservator for IndyMac Federal Bank, FSB v. Good Residential Appraisals Home Inspections, et al.*, United States District Court for the Western District of New York, Case No. 08-CV-6281 (hereinafter referred to as the "*Litigation*").

RECITALS

WHEREAS, IndyMac Bank, F.S.B ("*IndyMac*") funded a mortgage loan secured by the (b)(4),(b)(6) property located at [redacted] Pittsford, New York (hereinafter referred to as the "*Property*").

WHEREAS, *NHA* contracted with *Good* to perform an appraisal of the *Property* (hereinafter referred to as the "*Appraisal*").

WHEREAS, *IndyMac* asserted claims in the *Litigation* against *Good* and *NHA* based on the *Appraisal*;

WHEREAS, *FDIC* is entitled to pursue the claims asserted in the *Litigation* by *IndyMac* and collect any recovery based on such claims;

WHEREAS, *Good* and *NHA* expressly deny any liability relating to the asserted claims in the *Litigation*; and

WHEREAS, to avoid any further expense of litigation, *FDIC*, *Good*, and *NHA* voluntarily enter into this *Agreement*.

In consideration of the above and for such other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged and based on the mutual promises and conditions contained herein, *FDIC*, *Good*, and *NHA* agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part of this *Agreement*.

2. **Dismissal and Release.** *FDIC*, through counsel, shall execute a Dismissal with Prejudice and without costs or attorney's fees to any party regarding all claims asserted by *IndyMac* and continued by *FDIC* against *Good* and *NHA* in the *Litigation*; and the parties shall release one another as follows.

For and in consideration of the terms and conditions of this *Agreement*, *Good* and *NHA*, their officers, directors, shareholders, insurers, employees, owners, agents, affiliates, successors, estates, heirs, insurance carriers, fiduciaries, and assigns, jointly and severally, do mutually agree to absolutely and unconditionally release each other from any and all claims, demands, actions or causes of action, of whatever nature or description, known or unknown, now existing or hereafter acquired, and whether or not asserted in the *Litigation*, which *Good* and *NHA* had, has, claims to have, or may hereafter acquire against each other arising out of the facts and circumstances alleged in the *Litigation*.

For and in consideration of the payment of \$90,000 (Ninety Thousand Dollars) to be paid immediately upon execution of this *Agreement*, and in consideration of the terms and conditions of this *Agreement*, *FDIC*, its officers, directors, shareholders, employees, agents, affiliates, successors, and assigns, jointly and severally, do absolutely and unconditionally release *Good*

and *NHA*, their officers, directors, shareholders, insurers, employees, owners, agents, affiliates, successors, estates, heirs, insurance carriers, fiduciaries, and assigns, jointly and severally, from any and all claims, demands, actions or causes of action, of whatever nature or description, known or unknown, now existing or hereafter acquired, and whether or not asserted in the *Litigation*, which *FDIC* had, has, claims to have, or may hereafter acquire against *Good* and/or *NHA*, arising out of the facts and circumstances alleged in the *Litigation*.

Nothing in this Dismissal and Release waives any claim, cause of action, or any rights to contribution or other claims held by *FDIC*, *Good*, and/or *NHA* existing currently or arising in the future, against any other individual or entity not expressly released by this *Agreement*.

3. **Confidentiality.** This *Agreement* and the implementation of any of its terms are and shall remain confidential except as provided by 12 U.S.C. Section 1821(s). The parties may only disclose the terms of this *Agreement* to related or affiliated corporate entities, financial regulators, lending institutions, and to any other person or entity where disclosure is otherwise required by law. Other than as expressly provided for in this paragraph, this *Agreement* and the terms hereof shall not be disclosed to any person or entity not a party to this *Agreement* unless so ordered by a court of law.

4. **Attorney's Fees and Costs.** Each party shall bear its own attorney's fees and costs with respect to the *Litigation*.

5. **Amendment.** This *Agreement* may not be amended or modified at any time except by any instrument in writing executed by all of the parties hereto.

6. **Counterpart Execution.** This *Agreement* may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

7. **Integrated Agreement.** This *Agreement* sets forth the entire understanding between the parties concerning the subject matter of this *Agreement* and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this *Agreement* other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this *Agreement* (or any officer, director, employee or agent thereof) to induce any other party to enter into this *Agreement* or to abide by or consummate any transactions contemplated by any terms of this *Agreement*, except representations and warranties, if any, expressly set forth herein. If any portion of this *Agreement* is found to be unenforceable, the parties desire that all other portions that can be separated from the unenforceable portion or appropriately limited in scope shall remain fully valid and enforceable. The parties also agree that, without receiving further consideration, they will sign and deliver such documents and do anything else that is reasonably necessary in the future to make the provisions of this *Agreement* effective.

8. **Authority.** Each person signing this *Agreement* on behalf of any entity warrants or represents that he/she has the full and complete authority to enter into this *Agreement* on behalf of that entity.

IN WITNESS WHEREOF, the parties to this *Agreement* have executed this *Agreement* as of the date indicated by each party's signature.

Witnesses

(b)(6)

[Redacted signature box]

Printed Name: NANDA BYRD

(b)(6)

[Redacted signature box]

Printed Name: Robert J. DeKard, Jr.

Witnesses

Printed Name: _____

Printed Name: _____

Witnesses

Printed Name: _____

Printed Name: _____

Witnesses

Printed Name: _____

Printed Name: _____

Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB

By:

[Redacted signature box]

(b)(6)

Name: Richard S. Gill

Title: Counsel

Date: 8-24-2009

Steven E. Good, Sr.

Date: _____

Good Residential Appraisals Home Inspections

By: _____

Name: _____

Title: _____

Date: _____

Norman Hubbard & Associates

By: _____

Name: _____

Title: _____

Date: _____

Witnesses

Printed Name: _____

Printed Name: _____

Witnesses

(b)(6)

X [Redacted Signature]

Printed Name: Nicholas Garrison

X Kerri Eldridge

Printed Name: Kerri Eldridge

Witnesses

(b)(6)

X [Redacted Signature]

Printed Name: Nicholas Garrison

(b)(6)

X [Redacted Signature]

Printed Name: Kerri Eldridge

Witnesses

Printed Name: _____

Printed Name: _____

Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB

By: _____

Name: _____

Title: _____

Date: _____

Steven E. Good, Sr.

[Redacted Signature] (b)(6)

Date: 8/20/2009

Good Residential Appraisals Home Inspections

By: [Redacted Signature] (b)(6)

Name: STEVEN E. GOOD SR

Title: OWNER

Date: 8/20/2009

Norman Hubbard & Associates

By: _____

Name: _____

Title: _____

Date: _____

Witnesses

(b)(6)

[Redacted Signature]

Printed Name: Wanda Byrd

(b)(6)

[Redacted Signature]

Printed Name: Robert J. Doherty, Jr.

Witnesses

Printed Name: _____

Printed Name: _____

Witnesses

Printed Name: _____

Printed Name: _____

(b)(6)

Witnesses

[Redacted Signature]

Printed Name: KENNETH C. ZEFF

Printed Name: _____

Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB

By: [Redacted Signature]

(b)(6)

Name: Richard S. Gilk

Title: Controller

Date: 8-24-2009

Steven E. Good, Sr.

Date: _____

Good Residential Appraisal; Home Inspections

By: _____

Name: _____

Title: _____

Date: _____

Norman Hubbard & Associates

By: [Redacted Signature]

(b)(6)

Name: VH James Norman

Title: President

Date: 10/6/09