

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 Oglethorpe Bank (“FDIC-R”), and Diane C. Bailey, Lee A. Carmical, Ernest M. Champion, M. Frank DeLoach, III, Gwendolyn R. O’Connor, Ronald E. Perry, Eric C. Segerberg, John Bradley Stroud, Robert Strange, III, and John Charles Welch (collectively, the “Settling Individuals”) (individually, the FDIC-R and the Settling Individuals may be referred to herein as “Party” and collectively as the “Parties”).

RECITALS

WHEREAS:

Prior to January 14, 2011, Oglethorpe Bank (“Bank”) was a depository institution organized and existing under the laws of Georgia.

On January 14, 2011, the Georgia Department of Banking and Finance 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 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.

On January 9, 2014, 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 Southern District of Georgia (the "District Court"), Brunswick Division in *Federal Deposit Insurance Corporation, as Receiver for Oglethorpe Bank v. Laura Cross-McKinley, et al.*, Case number 2:14-cv-00002-LGW-JEG ("D&O Action"). The Settling Individuals have denied liability in the D&O Action.

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 fourteen (14) calendar days after all parties have executed this Agreement and exchanged a fully executed copy of this Agreement with each other, the FDIC-R provides wire transfer instructions to the attorneys for the Settling Individuals, and the District Court grants the Parties' Joint Motion to Dismiss the D&O Action in its entirety with prejudice and without any opposition or objection filed or asserted in response thereto (whichever occurs last), the Settling Individuals will pay or have paid on their behalf to the FDIC-R the sum of \$3,050,000.00 ("the Settlement Payment").

B. The Settlement Payment to the FDIC-R shall be made by direct wire transfer into an account designated by FDIC-R by notice to the attorneys for the Settling Individuals. In the event that the Settlement Payment is not delivered to the FDIC-R (or its counsel) pursuant to Section I.A. of this Agreement, interest shall accrue on all unpaid amounts at the rate of 5% per annum from the date delivery of the Settlement Payment was due under Section I.A. until the date of payment.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by subsection A above, 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)(2); or

2. Enforce this Agreement, in which event the Settling Individuals agree to jurisdiction in United States District Court in 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

3. Terminate the Agreement, return any Settlement Payments that were made (including any interest paid), 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 that did not exist or were otherwise unavailable as of the date this Agreement was fully executed, 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: Dismissal

Within ten (10) business days after full execution of this Agreement by all of the Parties, the Parties shall file a Joint Motion to Dismiss the D&O Action in its entirety with prejudice as

to all Defendants with a dismissal order (hereinafter, the "Dismissal Order") in the form attached hereto as Exhibit A. If any opposition is filed or any objection asserted in response to the Parties' Joint Motion to Dismiss the D&O Action in its entirety with prejudice or if the District Court does not grant the Motion in its entirety, this Agreement shall terminate unless the Parties agree otherwise in writing. In the event of termination, the Parties shall retain all rights and defenses they had before entering into this Agreement.

SECTION III: Releases

A. The FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.C., 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' Releases.

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. 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 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.

SECTION VI: Reasonable Cooperation

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. The Settling Individuals expressly deny any liability in the D&O Action.

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: Howard Klein, Counsel, Professional Liability Unit
3501 Fairfax Drive, Arlington, VA 22226
(b)(6) (703) 516-5089 [redacted]
And
Chares B. Lee, Esq.
Miller & Martin PLLC
Suite 1200, 832 Georgia Avenue
Chattanooga, TN 37402-2289
(b)(6) (423) 785-8214 [redacted]

If to Diane C. Bailey, Lee A. Carmical, Ernest M. Champion, Gwendolyn R. O'Connor,
Ronald E. Perry, Eric C. Segerberg, John Bradley Stroud, and/or John Charles Welch:

John K. Villa, Esq.
Ryan T. Scarborough, Esq.
Williams & Connolly LLP
725 Twelfth Street NW
Washington, DC 20005
(b)(6) (202) 434-5000 [redacted]

If to M. Frank DeLoach, III and/or Robert Strange, III:

Barry Hovis, Esq.
Musick, Peeler & Garrett LLP
601 California Street, Suite 1250
San Francisco, CA 94108
(b)(6) (415) 281-2021 [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.

###SIGNATURE PAGE FOLLOWS###

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 OGLETHORPE BANK

(b)(6) DATE: 11/4/15

BY:

TITLE: Counsel

PRINT NAME: Howard B. Klein

(b)(6) DATE: 10-26-15

DIANE C. BAILEY *J*

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

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 OGLETHORPE BANK

DATE: _____ BY: _____

TITLE:
PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: 10/27/15

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

(b)(6)

(b)(6)

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 OGLETHORPE BANK

DATE: _____ BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: 10/27/2015

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

(b)(6)

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 OGLETHORPE BANK

DATE: _____

BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

(b)(6)

DATE: 10/28/15

[Redacted Signature]

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

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 OGLETHORPE BANK

DATE: _____ BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: 10/27/15

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

(b)(6)

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 OGLETHORPE BANK

DATE: _____

BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: 10-26-15

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

(b)(6)

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 OGLETHORPE BANK

DATE: _____

BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

(b)(6)

DATE: 10/26/15

ERIC C. SEGERBERG

(b)(6)

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

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 OGLETHORPE BANK

DATE: _____

BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

(b)(6) DATE: 12-20-15

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

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 OGLETHORPE BANK

DATE: _____

BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: 10/20/15

ROBERT STRANGE, III

DATE: _____

JOHN CHARLES WELCH

(b)(6)

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 OGLETHORPE BANK

DATE: _____

BY: _____

TITLE:

PRINT NAME:

DATE: _____

DIANE C. BAILEY

DATE: _____

LEE A. CARMICAL

DATE: _____

ERNEST M. CHAMPION

DATE: _____

M. FRANK DELOACH, III

DATE: _____

GWENDOLYN R. O'CONNOR

DATE: _____

RONALD E. PERRY

DATE: _____

ERIC C. SEGERBERG

DATE: _____

JOHN BRADLEY STROUD

DATE: _____

ROBERT STRANGE, III

DATE: 10/26/2015

JOHN CHARLES WELCH

(b)(6)

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for OGLETHORPE BANK,)	
)	
Plaintiff,)	CIVIL ACTION FILE
)	NO. 2:14-cv-00002
v.)	
)	
LAURA CROSS-MCKINLEY, GWENDOLYN R. O'CONNOR, ROBERT STRANGE, III, ERNEST M. CHAMPION, M. FRANK DELOACH, III, RONALD E. PERRY, JOHN BRADLEY STROUD, JOHN CHARLES WELCH, DIANE C. BAILEY, LEE A. CARMICAL, and ERIC C. SEGERBERG)	
)	
Defendants.)	

JOINT MOTION FOR DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(2), Plaintiff, the FDIC as Receiver of Oglethorpe Bank ("FDIC-Receiver") and Defendants Diane C. Bailey, Lee A. Carmical, Ernest M. Champion, M. Frank DeLoach, III, Gwendolyn R. O'Connor, Ronald E. Perry, Eric C. Segerberg, John Bradley Stroud, Robert Strange, III, and John Charles Welch jointly move the Court for an order dismissing this entire action with prejudice, with each party to bear its own fees and costs.

This joint motion for dismissal with prejudice, and the underlying settlement, are conditioned upon no objection being filed to this motion or the proposed order submitted simultaneously herewith. In the event that an objection is filed, this motion is withdrawn.

Respectfully submitted this _____ day of _____, 2015.

MILLER & MARTIN PLLC

By: /s/Charles B. Lee

Charles B. Lee
Michael P. Kohler
Laura Ashby

832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402-2289
(423) 756-6600

(b)(6)



Attorneys for Plaintiff FDIC-Receiver

WILLIAMS & CONNOLLY, LLP

By: s/James H. Weingarten
James H. Weingarten

725 Twelfth Street, N.W.
Washington, D.C. 20005
(202) 434-5000

(b)(6)
*Attorney for Defendants Gwendolyn R. O'Conner,
Ernest M. Champion, Ronald E. Perry,
John Bradley Stroud, John Charles Webb,
Diane C. Bailey, Lee A. Carmical,
and Eric C. Segerberg*

KING & SPALDING, LLP

By: s/Tracy Klingler
Tracy Klingler

1180 Peachtree Street, N.E.
Atlanta, GA 30309-3521
(404) 572-2804

(b)(6)
*Attorney for Defendants Robert Strange, III,
M. Frank Deloach, III*

CERTIFICATE OF SERVICE

I hereby certify that on the ___ day of _____, 2015, a copy of the foregoing pleading was mailed via U.S. Mail, postage prepaid, to Laura Cross-McKinley at 102 Fox Run Drive, Brunswick, GA 31525.

By: s/ Charles B. Lee

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

FEDERAL DEPOSIT INSURANCE)	
CORPORATION, as Receiver for)	
OGLETHORPE BANK,)	
)	CIVIL ACTION FILE
Plaintiff,)	NO. 2:14-cv-00002
)	
v.)	
)	
LAURA CROSS-MCKINLEY,)	
GWENDOLYN R. O'CONNOR, ROBERT)	
STRANGE, III, ERNEST M. CHAMPION,)	
M. FRANK DELOACH, III, RONALD E.)	
PERRY, JOHN BRADLEY STROUD, JOHN)	
CHARLES WELCH, DIANE C. BAILEY,)	
LEE A. CARMICAL, and ERIC C.)	
SEGERBERG)	
)	
Defendants.)	

ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE came before the Court upon the Joint Motion for Dismissal with Prejudice (the "Motion"). No objection has been made to the Motion. The Court, having reviewed the Motion, and being otherwise fully advised in the premises, hereby

ORDERS AND ADJUDGES that the Motion is Granted. This lawsuit, in its entirety, is hereby DISMISSED with prejudice with each party to bear its own fees and costs.

DONE AND ORDERED in chamber in the Southern District of Georgia, this ____ day of

_____, 2015.

LISA GODBEY WOOD, CHIEF JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA

Copies to All Counsel of Record