

MUTUAL RELEASE

This MUTUAL RELEASE ("Mutual Release") is entered into as of the 2nd day of June, 2011 (the "Effective Date") by and between:

CB RICHARD ELLIS, INC., a Delaware corporation, and each of its successors, affiliates, assigns, officers, directors, members, shareholders, agents (all of the foregoing, hereafter collectively "CBRE")

AND

ROCKBRIDGE COMMERCIAL BANK, a Georgia banking association corporation, and each of its successors, affiliates, assigns, officers, directors, members, shareholders, agents, and representatives (all of the foregoing, hereafter collectively "RCB")

AND

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of RCB, and each of its successors, affiliates, assigns, officers, directors, members, shareholders, agents, and representatives (all of the foregoing, hereafter collectively "FDIC/R").

RECITALS

WHEREAS, on or about February 15, 2007, CBRE and RCB entered into an agreement for CBRE to prepare a real estate appraisal in exchange for payment of a fee ("Engagement Letter");

WHEREAS, the real estate to be appraised pursuant to the Engagement Letter was 35.07 acres of real property and improvements located at [redacted] Montgomery County, Texas ("Property");

(b)(4), (b)(6)

WHEREAS, the Appraisal was requested by RCB in connection with a potential mortgage loan in to [redacted] to be secured by the Property;

(b)(4)

WHEREAS, on or about March 15, 2007, CBRE prepared an appraisal of the Property ("Appraisal");

WHEREAS, on or about April 9, 2007, RCB alleges it made a mortgage loan to [redacted] in the amount of three million thirty five thousand and no/100 dollars ("Loan") further alleging it relied in part on the Appraisal as a basis for making the Loan;

(b)(4)

(b)(4)

WHEREAS, RCB alleges [redacted] defaulted on the Loan;

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WHEREAS, pursuant to the powers granted to it under federal law, on or about December 18, 2009, the FDIC was appointed as Receiver of RCB and became successor in interest to all of RCB's assets, interests, loans and obligations, including the Loan;

(b)(4) WHEREAS, the FDIC/R alleges on its own behalf, and on behalf of RCB, that CBRE made certain errors in its Appraisal and but for those errors RCB would not have made the Loan to [] or would have loaned [] a smaller amount of money and CBRE denies the allegations made by the FDIC on its own behalf, and on behalf of RCB ("Dispute");

WHEREAS, in exchange for the consideration, representations, warranties, and covenants set forth herein, the parties desire to settle and forever resolve the Dispute, under the terms set forth herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants, understanding and agreements contained in this Mutual Release, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed by and between CBRE and the FDIC/R, and on behalf of RCB, as follows:

TERMS

CBRE, for and in consideration of the (i) tender of the payment described below, (ii) execution of this Mutual Release, (iii) plus other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the FDIC on its own behalf, and on behalf of RCB, for and in consideration of (x) the payment by CBRE of seven hundred thousand and no/100 dollars (\$700,000.00) (the "Settlement Payment") within fifteen (15) business days of CBRE's receipt of a signed copy of this Mutual Release, (y) the execution of this Mutual Release, (z) plus other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree that CBRE, on one hand, the FDIC/R on its own behalf, and on behalf of RCB, on the other hand, each release the other from all manner of actions whatsoever, in law or in equity, that each of them has, or ever had, or may in the future have against the other for, upon or by any reason of any matter, whatsoever, from the beginning of time, whether unknown or known to CBRE, the FDIC/R on its own behalf, and/or on behalf of RCB, relating to the Engagement Letter, Appraisal, Loan, Dispute or any claims or causes that could have been raised in connection therewith.

The Settlement Payment will be made via check made payable to FDIC as Receiver for Rockbridge Commercial Bank and delivered to:

(b)(6) Federal Deposit Insurance Corporation
Attn: [] (703) 562-2458
3501 N. Fairfax Drive (B-7003 VS)
Arlington, VA 22226-3500 .

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The payment of any amounts hereunder and/or the entry into this Mutual Release is not an admission of liability by CBRE with respect the Dispute or any other claims or causes asserted by the FDIC/R on its own behalf, and on behalf of RCB against CBRE, and may not be construed as such or admitted in evidence in any proceeding for such purpose.

This Mutual Release may be executed in counterparts, and any counterpart signed and delivered (whether personally, by email, regular or express-mail delivery, or by facsimile) by a party hereto shall be deemed an original and shall be binding and enforceable as to such party, and, when taken together with other counterparts signed and delivered by each of the parties, shall constitute a Mutual Release, which shall be binding upon and effective as to all parties.

The parties to this Mutual Release, and each of them, agree that they may in the future discover facts different from or in addition to those they now believe to be true in entering into this Mutual Release. The parties hereto, and each of them, assume the risk of the possible discovery of additional or different facts, including facts that may have been concealed or hidden. This Mutual Release shall remain in effect in all respects regardless of any discovery of such additional or different facts.

This Mutual Release may not be changed orally; it may only be changed by a writing executed by all parties. CBRE, the FDIC/R on its own behalf, and on behalf of RCB, warrant that no agreement or promise not expressed in this Mutual Release has been made by any of the parties. None of the parties is relying upon any representation, understanding, undertaking, or agreement relating to the subject matter of this Mutual Release which is not set forth herein, and each party expressly disclaims any reliance on any such representation, understanding, undertaking, or agreement.

CBRE and the FDIC/R on its own behalf, and on behalf of RCB, agree that, except as provided by law, including but not limited the Freedom of Information Act ("FOIA"), the parties hereto will not disclose, disseminate and/or publicize or cause to be disclosed, disseminated and/or publicized any of the terms of this Mutual Release or the discussions which have led up to this Mutual Release to anyone, with the exception of their respective attorneys, any financial or tax advisors, and employees who reasonably have need to have knowledge of this Mutual Release or the discussions which have led up to this Mutual Release, who shall not divulge its contents to any third party. With regard to any FOIA request seeking this document, CBRE reserves its rights thereunder.

CBRE, the FDIC/R, and on behalf of RCB, warrant that no agreement or promise not expressed in this Mutual Release has been made by any party. All parties warrant that they have read, understood and approved this Mutual Release and that this Mutual Release has been reviewed and approved by counsel of their own choosing.

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In the event that any provision of this Mutual Release is found to be unenforceable, all other provisions shall remain in full force and effect. In the event that an ambiguity is found to exist in this Mutual Release, this Mutual Release shall be construed as if each party had equal authorship.

The parties agree that this Mutual Release will be governed by and construed under the laws of the state of Texas, without giving effect to principles of conflicts of laws.

The parties to this Mutual Release by the signatures below warrant that the signors hereto have the actual authority to bind the respective parties to this Mutual Release.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Mutual Release as of the Effective Date first indicated above.

AGREED:
CB Richard Ellis, Inc.:

(b)(6) By: Title: President, CR
Print Name: Thomas B. McDonald Date: 6-6-11

AGREED:
RockBridge Commercial Bank, by and through its successor the Federal Deposit Insurance Corporation as Receiver:

(b)(6) By: Title: Senior Attorney
Print Name: William L. Martin Date: June 2, 2011

AGREED:
Federal Deposit Insurance Corporation as Receiver of Rockbridge Commercial Bank

(b)(6) By: Title: Senior Attorney
Print Name: William L. Martin III Date: June 2, 2011