

SETTLEMENT AGREEMENT

This Settlement Agreement (“*Agreement*”) is entered into as of this 22nd day of October, 2012, between and among the GFGI Liquidation Trust (“*Liquidation Trust*”), Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and assignee of the Federal Deposit Insurance Corporation (“*Liquidation Trustee*” or “*Trustee*”), Guaranty Financial Group, Inc., a debtor in bankruptcy (“*GFG*”), the Federal Deposit Insurance Corporation, in all its capacities including as receiver for Guaranty Bank (“*FDIC*”), Temple-Inland Inc. (“*Temple-Inland*”), TIN Inc., a subsidiary of Temple-Inland (“*TIN*”), Forestar (USA) Real Estate Group Inc. (“*Forestar*”), a former subsidiary of Temple-Inland, Forestar Group Inc. (fka Forestar Real Estate Group Inc.) (“*Forestar Real Estate Group Inc.*”), a former subsidiary of Temple-Inland, Kenneth M. Jastrow, II (“*Jastrow*”), Kenneth R. Dubuque (“*Dubuque*”), Randall D. Levy (“*Levy*”), Arthur Temple, III (“*A. Temple*”), Larry E. Temple (“*L. Temple*”), Michael Calcote (“*Calcote*”), Mark Crawford (“*Crawford*”), and Ronald Murff (“*Murff*”) (sometimes, singularly, a “*Party*,” and collectively, the “*Parties*”). Jastrow, Dubuque, Levy, A. Temple, and L. Temple are sometimes hereinafter referred to collectively as the “*Temple-Inland Litigation Individual Defendants.*” Calcote, Crawford, Dubuque, Murff and Jastrow are sometimes hereinafter referred to collectively as the “*FDIC Director & Officer Defendants.*” Temple-Inland, the Liquidation Trust, the Liquidation Trustee and GFG collectively are sometimes hereinafter referred to as the “*Tax Refund Parties.*”

RECITALS

WHEREAS, on August 27, 2009 (“*Petition Date*”), GFG and certain of its affiliates, namely Guaranty Group Ventures, Inc., formerly known as LIC Investments, Inc., (“*GGVT*”), Guaranty Holdings, Inc. I (“*GHI*”), and Guaranty Group Capital Inc. (“*GGCP*”), (collectively, “*Debtors*”), filed voluntary cases under Chapter 11 (“*Chapter 11 Cases*”) of the Bankruptcy

Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (sometimes, “*Bankruptcy Court*”);

WHEREAS, the Chapter 11 Cases proceeded under the caption *In re Guaranty Financial Group Inc., et al.*, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Case Nos. 09-35582, 09-35583, 09-35584; 09-35586 (jointly administered under Case No. 09-35582-bjh), with the Honorable Barbara J. Houser presiding;

WHEREAS, on May 11, 2011, Judge Houser entered an Order in the Chapter 11 Cases approving and confirming the Second Amended Joint Plan of Liquidation for Guaranty Financial Group, Inc., et al., under Chapter 11 of the United States Bankruptcy Code (the “*Second Amended Plan*” or “*Plan*”);

WHEREAS, the Liquidation Trust was created pursuant to the approved and confirmed Second Amended Plan and the Liquidation Trust Agreement attached to the Plan (the “*Liquidation Trust Agreement*”);

WHEREAS, Judge Houser’s May 11, 2011 Order also approved the appointment of Kenneth L. Tepper as Liquidation Trustee of the Liquidation Trust;

WHEREAS, the Second Amended Plan became effective May 13, 2011;

WHEREAS, pursuant to the terms of Articles V.H. and X. of the Second Amended Plan, the Debtors and their estates reserved rights of action and assigned such rights of action to the Liquidation Trust;

WHEREAS, under Article X. of the Second Amended Plan, and the provisions of the Liquidation Trust Agreement, the Liquidation Trustee is vested with the right, authority, and discretion to pursue such reserved rights of action, as well as certain rights of action assigned to

the Debtors by the FDIC, acting in its capacity as the Receiver of Guaranty Bank, and in turn assigned by the Debtors to the Liquidation Trust, as expressly provided thereunder;

WHEREAS, among the claims assigned to the Debtors by the FDIC, acting in its capacity as the Receiver of Guaranty Bank, and, in turn, assigned by the Debtors to the Liquidation Trust, are: (1) all of the claims of the FDIC, acting in its capacity as the Receiver of Guaranty Bank, related to the divestiture of GFG and Forestar Real Estate Group Inc. from Temple-Inland (hereinafter sometimes, the “*Spin-Off*”) against Temple-Inland, Temple-Inland’s directors and officers, and the Debtors’ former directors and officers (all such assigned claims described in this clause (1), together with all other claims asserted by or on behalf of the Liquidation Trust, GFG or any subsidiary of GFG relating to or arising out of the Spin-Off being hereafter referred to as the “*Spin-Off Claims*”); and (2) all of the claims of the FDIC, acting in its capacity as the Receiver of Guaranty Bank, against Temple-Inland for any tax refunds, tax benefits, and/or tax related entitlements whatsoever including, but not limited to, net operating losses, whether or not related to the Spin-Off (all such assigned claims described in this clause (2), together with all other claims asserted by or on behalf of the Liquidation Trust, GFG or any subsidiary of GFG relating to tax refunds, tax benefits, tax related entitlements and/or net operating losses being hereafter referred to collectively as the “*Temple-Inland Tax Claims*”);

WHEREAS, under the provisions of Article X.A of the Second Amended Plan the FDIC, acting in its capacity as the Receiver of Guaranty Bank, did not assign to the Debtors any claims (other than the Spin-Off Claims and the Temple-Inland Tax Claims) it has against Temple-Inland, Temple-Inland’s current and former officers and directors, and Guaranty Bank’s former officers and directors for actions unrelated to the Spin-Off (“*FDIC’s Unassigned Claims*”);

WHEREAS, under the provisions of Article IV.B.3 of the Second Amended Plan, the Debtors assigned to the FDIC, acting in its capacity as the Receiver of Guaranty Bank, any interest the Debtors may hold in D&O Claims (as that term is defined in the Second Amended Plan) (“*FDIC’s Claims Taken by Assignment*”);

WHEREAS, under the provisions of Article V.A. of the Second Amended Plan the affiliated Debtors of GFG, namely GGVI, GHI and GGCI, were merged into GFG, and the Debtors were substantively consolidated into reorganized GFG;

WHEREAS, under the provisions of Article V.C. of the Second Amended Plan, GFG continues to exist as reorganized GFG with its Charter and Bylaws having been amended and restated to satisfy, among other things, the provisions of the Plan, and to provide for GFG’s activities in accordance therewith, as well as to authorize one share of common stock, ownership of which is restricted to the Liquidation Trustee;

WHEREAS, consistent with the provisions of Article V.C. of the Second Amended Plan, the Liquidation Trustee is now the sole stockholder of GFG, and its sole director and officer, and duly authorized to act on GFG’s behalf;

WHEREAS, on August 22, 2011, the Liquidation Trustee, acting in his capacity as such on behalf of the Liquidation Trust and as assignee of certain claims of the FDIC, acting in its capacity as the Receiver of Guaranty Bank, filed a Complaint (the “*Complaint*”) under the caption *Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and assignee of the Federal Deposit Insurance Corporation, v. Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III, and Larry E. Temple*, United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:11-cv-02088-D (the “*Temple-Inland*”

Litigation”), naming as defendants Temple-Inland, TIN, Forestar, Jastrow, Dubuque, Levy, A. Temple, and L. Temple (collectively, “*Temple-Inland Litigation Defendants*”);

WHEREAS, the Complaint asserted claims against the Temple-Inland Litigation Defendants variously for, among other things, fraudulent transfers, preferential transfer, breaches of fiduciary and other duties, aiding and abetting breach of fiduciary duty, alter ego liability, and promissory estoppel;

WHEREAS, in connection with the Spin-Off, Temple-Inland and GFG entered into a Tax Matters Agreement, which contained a provision (Section 4.02(b)) which prohibited GFG from carrying back net operating losses to the tax return years of the Temple-Inland consolidated tax group, of which GFG and its subsidiaries were members;

WHEREAS, in the Complaint, the Liquidation Trustee challenged the validity and enforceability of the Tax Matters Agreement and Section 4.02(b) thereof on the grounds, inter alia, that it constituted a fraudulent conveyance, arose from a breach of fiduciary duty and was ultra vires;

WHEREAS, in the Complaint, the Liquidation Trustee seeks to recover from Temple-Inland amounts GFG would have been entitled to recover as tax refunds in the absence of the prohibition set forth in Section 4.02(b) of the Tax Matters Agreement;

WHEREAS, by letter ruling dated August 17, 2012, the Internal Revenue Service granted GFG’s Request for Relief Under Treasury Regulation Sections 301.9100-1 & 3 (the “*9100 Request*”), requesting an extension of time to elect to carry back GFG’s net operating loss (“*NOL*”) that arose in 2009 for up to five taxable years (the “*Election*”), including to the consolidated return years of the Temple-Inland consolidated tax return group, of which GFG and

its subsidiaries were members and in connection therewith, granted one hundred and twenty (120) days from the date of the August 17, 2012 letter ruling for the Election to be filed;

WHEREAS, GFG intends to make the Election and to pursue a tax refund arising from the carry back of the NOL for four taxable years, including to the consolidated return years of the Temple-Inland consolidated group, of which GFG and its subsidiaries were members (the "***NOL Carryback***"), provided that any such Election will be made and the NOL Carryback will be pursued consistent with the terms and conditions of this Agreement;

WHEREAS, the Liquidation Trustee and Temple-Inland have estimated based on certain assumptions that if GFG were to carry back its 2009 NOL for five taxable years, including to Temple-Inland's taxable years ending December 31, 2005, December 30, 2006, and December 29, 2007, the aggregate amount of the federal income tax refund arising from such carryback with respect to those years would be approximately \$275,000,000, but Temple-Inland would consequently have approximately \$38,000,000 to \$40,000,000 less in minimum tax credits available to it following its 2007 taxable year;

WHEREAS, the Liquidation Trustee and Temple-Inland have estimated based on certain assumptions that if GFG were to carry back its 2009 NOL for four taxable years, including to Temple-Inland's taxable years ending December 30, 2006, and December 29, 2007, the aggregate amount of the federal income tax refund arising from such carryback with respect to those years would be approximately \$275,000,000, but Temple-Inland would consequently have approximately \$50,000,000 to \$52,000,000 less in minimum tax credits available to it following its 2007 taxable year;

WHEREAS, the Liquidation Trustee and Temple-Inland intend to allocate between Temple-Inland and GFG any federal income tax refund received with the respect to Temple-

Inland's taxable years ending December 30, 2006, and December 29, 2007, as a result of the Election in the manner provided in this Agreement;

WHEREAS, on March 8, 2012, the Temple-Inland Litigation Defendants filed Answers to the Complaint denying liability and raising affirmative defenses and specifically denying that the Tax Matters Agreement and Section 4.02(b) thereof are invalid and unenforceable;

WHEREAS, on or about December 28, 2009, Temple-Inland filed Proofs of Claim in the Chapter 11 Cases numbered 122-1 and 123-1 (the "*Temple-Inland Proofs of Claim*"), to which the Liquidation Trustee intends to assert objections;

WHEREAS, on or about December 28, 2009, the FDIC filed Proofs of Claim in the Chapter 11 Cases as follows: Proof of Claim Number 143 filed in Case Number 09-35582-bjh, Proof of Claim Number 2 filed in Case Number 09-35586-hdh, Proof of Claim Number 3 filed in Case Number 09-35583-hdh, and Proof of Claim Number 2 filed in Case Number 09-35584-bjh, each for an amount in excess of \$1,977,849,611.00, the disposition of which was resolved pursuant to the Second Amended Plan;

WHEREAS, on or about December 22, 2009, Kenneth R. Dubuque filed a Proof of Claim in the Chapter 11 Cases numbered 98 (the "*Dubuque Proof of Claim*"), to which the Liquidation Trustee intends to assert objections;

WHEREAS, on or about December 28, 2009, Ronald Murff filed Proofs of Claim in the Chapter 11 Cases numbered 114 and 115 (the "*Murff Proofs of Claim*"), to which the Liquidation Trustee intends to assert objections;

WHEREAS, on or about December 2, 2009, Michael Calcote filed a Proof of Claim in the Chapter 11 Cases numbered 80 (the "*Calcote Proof of Claim*"), to which the Liquidation Trustee intends to assert objections (collectively, the Temple-Inland Proofs of Claim, the

Dubuque Proof of Claim, the Murff Proofs of Claim, the Calcote Proof of Claim shall be referred to as the “*Proofs of Claim*”);

WHEREAS, the Parties recognize that to pursue and defend the Temple-Inland Litigation, the Proofs of Claim, the FDIC Unassigned Claims and the FDIC’s Claims Taken by Assignment, and the adversary proceedings commenced by the Liquidation Trustee in the Bankruptcy Court otherwise within the scope of the releases referenced below, will result in the expenditure of substantial expense, effort and inconvenience by and to them;

WHEREAS, the Parties believe it is in the best interest of all to fully and finally settle and compromise any and all claims and disputes among them as and to the extent provided for herein;

WHEREAS, without admission, concession or determination of any fact, liability or fault whatsoever on any Party’s part, and solely to avoid the burden, expense and inconvenience of litigation, the Parties desire to enter into this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, and intending legally to be bound, the Parties hereby agree as follows:

1. **CASH PAYMENT TO THE TRUSTEE**. Temple-Inland shall make a cash payment to the Liquidation Trustee in accordance with the provisions of subparagraphs a through d below.

a. **Amount of Payment**. The cash payment by Temple-Inland to the Liquidation Trustee shall be in the sum of thirty-eight million dollars (\$38,000,000.00) (“*Liquidation Trustee Cash Payment*”). The Liquidation Trustee Cash Payment is made in settlement of the Spin-Off Claims for fraudulent transfer and breaches of fiduciary duty and includes \$11.4 million in respect of any claims for prejudgment interest.

b. Timing of Payment. The Liquidation Trustee Cash Payment shall be paid at the time of Closing (as defined in paragraph 5 below).

c. Manner of Payment. Payment of the Liquidation Trustee Cash Payment shall be made by wire transfer in accordance with the following instructions:

WILMINGTON TRUST COMPANY
1100 NORTH MARKET STREET
WILMINGTON, DE 19890-1731
(XXX) XXX-XXXX

GFGI Liquidation Trust
555 E Lancaster Ave, Ste 540
Radnor, PA 19087
Routing Number – XXXXXXXXXXXX2
Account Number – XXXXXX-XXX

d. FDIC Waiver of Interest in the Liquidation Trustee Cash Payment.

Notwithstanding the provisions of the Second Amended Plan, including Article X.A thereof, the FDIC shall have no interest in, nor entitlement to receive, any portion of the Liquidation Trustee Cash Payment, and the FDIC hereby waives and releases any right or interest therein and any claim or entitlement thereto.

2. CASH PAYMENT TO THE FDIC. Temple-Inland shall make a cash payment to the FDIC in accordance with the provisions of subparagraphs a through c below.

a. Amount of Payment. The cash payment by Temple-Inland to the FDIC shall be in the sum of forty-two million dollars (\$42,000,000.00) (“*FDIC Cash Payment*”). The FDIC Cash Payment is made in settlement of the FDIC’s Unassigned Claims and the FDIC’s Claims Taken by Assignment for mismanagement and breaches of fiduciary duty.

b. Timing of Payment. The FDIC Cash Payment shall be paid at the time of Closing (as defined in paragraph 5 below).

c. Manner of Payment. Payment of the FDIC Cash Payment shall be made by wire transfer in accordance with the following instructions:

BANK: Federal Home Loan Bank of New York
ROUTING # XXXXX-XXXX-X
FOR CREDIT TO: FDIC National Liquidation Account
ACCOUNT #: XXXXXXX

OTHER BENEFICIARY INFORMATION:
Guaranty Bank – Austin #10105
Attn: Barry H. Gottfried, XXX-XXX-XXXX
Dennis Early, XXX-XXX-XXX
D&O and Bankruptcy Claims Settlement

3. INCOME TAX REFUND. With respect to the Election and the NOL Carryback:

a. GFG will not seek to eliminate or alter its taxable year consisting of the three days, December 29-31, 2007, and will seek to amend its 2009 consolidated federal income tax return to carry back the NOL reflected therein only as provided in this Agreement.

b. The Tax Refund Parties and Forestar agree that (i) in the federal income tax returns filed by Temple-Inland, GFG and Forestar to date, Temple-Inland appropriately retained all minimum tax credits (“MTCs”) generated by its consolidated group for any taxable year prior to and including its taxable year ending December 29, 2007, and not used by such group as of the end of such 2007 taxable year (with no MTCs being allocated to either GFG or Forestar), and (ii) in any amended federal income tax returns filed by GFG or Temple-Inland pursuant to this Agreement, Temple-Inland likewise appropriately should retain all MTCs generated by its consolidated group for any taxable year prior to and including its taxable year ending December 29, 2007, and not used by such group as of the end of such 2007 taxable year (with no MTCs being allocated to either GFG or Forestar). An allocation of MTCs described in clause (ii) of the preceding sentence is an “*Agreed Credit Allocation.*”

c. The whole number elected by GFG described in section 172(b)(1)(H)(i)(I) of the Internal Revenue Code of 1986, as amended (the “Code”) will be four, such that the earliest year to which the 2009 NOL of the GFG consolidated group will be carried pursuant to Code section 172(b)(2) will be Temple-Inland’s taxable year ending December 30, 2006. GFG will amend its 2009 consolidated federal income tax return to effect the Election and will provide a copy of such amended return (the “**2009 Amended Return**”) to Temple-Inland for its review and comment at least five business days before GFG files such return with the IRS. GFG will take the lead role in dealing with the IRS in connection with the 2009 Amended Return or any audit or examination thereof. Temple-Inland will have the right to review in advance and to comment on all submissions to the IRS in connection with the 2009 Amended Return or any audit or examination thereof, to receive copies of all written correspondence between GFG and the IRS concerning such matters, to attend and participate in all meetings and conference calls with the IRS in connection therewith, and to submit additional written materials to the IRS to the extent Temple-Inland reasonably determines that such additional materials reasonably correct any errors or omissions in prior correspondence, meetings, and/or conference calls; provided, that Temple-Inland shall provide GFG with a draft of such additional written materials for its review and comment at least five business days prior to such submission and will provide GFG a copy of such submission.

d. Within a reasonable time following the filing of the 2009 Amended Return and within the applicable period of limitations, Temple-Inland will prepare and file with the IRS amended consolidated federal income tax returns for its taxable years ending December 30, 2006 and December 29, 2007 (respectively, Temple-Inland’s 2006 and 2007 taxable years or tax returns, as applicable) (the “**2006-2007 Amended Returns**”), to effect the Election and to request

a refund of federal income taxes paid with respect to such years. Temple-Inland will provide a copy of the 2006-2007 Amended Returns to GFG for its review and comment at least five business days before Temple-Inland files such returns with the IRS. Temple-Inland will take the lead role in dealing with the IRS in connection with the 2006-2007 Amended Returns or any audit or examination thereof. GFG has the right to review in advance and to comment on all submissions to the IRS in connection with the 2006-2007 Amended Returns or any audit or examination thereof, to receive copies of all written correspondence between Temple-Inland and the IRS concerning such matters, to attend and participate in all meetings and conference calls with the IRS in connection therewith, and to submit additional written materials to the IRS to the extent GFG reasonably determines that such additional materials reasonably correct any errors or omissions in prior correspondence, meetings, and/or conference calls; provided, that GFG shall provide Temple-Inland with a draft of such additional written materials for its review and comment at least five business days prior to such submission and will provide Temple-Inland a copy of such submission. GFG acknowledges and agrees that the rights described in the preceding sentence do not apply with respect to the ongoing IRS examination of Temple-Inland's 2006-2008 tax returns or any audit or examination of any returns other than the 2006-2007 Amended Returns and the resulting claims for refund.

e. In connection with any audit or examination by the IRS of the 2006-2007 Amended Returns, the Tax Refund Parties will use their best efforts, acting in accordance with subparagraph d above, to cause Temple-Inland and the IRS to enter into a closing agreement, as described in Code section 7121, that determines (after giving effect to all amended returns, NOL carrybacks, and any IRS audit adjustments) the federal income tax liability of the Temple-Inland consolidated group for each of its 2006-2007 taxable years and the amount of MTCs that remain

with the Temple-Inland consolidated group and unused as of the end of its 2007 taxable year (the “*Closing Agreement*”). Temple-Inland will not execute the Closing Agreement or otherwise resolve any audit of the 2006-2007 Amended Returns without the written consent of GFG, which consent shall not be unreasonably withheld; provided, however, that Temple-Inland shall not be required to contest any issue or proposed IRS adjustment beyond the administrative process with the IRS Appeals Office.

f. Within five business days following the payment or crediting of any refund or refunds by the IRS with respect to the 2006-2007 Amended Returns for Temple-Inland’s 2006 and 2007 taxable years, Temple-Inland shall pay to GFG an amount equal to the lesser of (i) \$6,000,000 or (ii) fifty percent (50%) of the amount, exclusive of interest, by which the sum to be received or retained by GFG pursuant to subparagraphs g and h would have been increased if GFG had elected to carry back its 2009 NOL five taxable years, to Temple-Inland’s taxable year ending December 31, 2005, rather than four taxable years, to Temple-Inland’s taxable year ending December 30, 2006.

g. Subject to the provisions of subparagraph h, the Tax Refund Parties agree that the refund or refunds with respect to the 2006-2007 Amended Returns for Temple-Inland’s 2006 and 2007 taxable years will be allocated between Temple-Inland and GFG in accordance with this subparagraph g, and the Tax Refund Parties will make any payments necessary to effect such allocation within five business days following the payment or crediting of such refund or refunds by the IRS. For purposes of the allocation and payment obligations set forth in this subparagraph g, the amount of the refund or refunds with respect to the 2006-2007 Amended Returns shall be calculated as though the Existing IRS Adjustments (as defined below) were

made, and the resultant tax liability were actually paid, prior to and independent of the carryback of GFG's 2009 NOL.

A. Temple-Inland will receive or retain cash equal to the amount of the Tax Detriment (as defined below).

i. "***Tax Detriment***" means the sum of the Used Credits, plus fifty percent (50%) of the Reallocated Credits, plus the Increased Tax Liability.

ii. "***Used Credits***" means the excess, if any, of (A) the aggregate amount of MTCs retained by the Temple-Inland consolidated group and not used by such group as of the end of its 2007 taxable year in the As-Filed Returns, over (B) the aggregate amount of MTCs retained by the Temple-Inland consolidated group and not used by such group as of the end of its 2007 taxable year as set forth in the Closing Agreement (or, if no closing agreement is obtained, pursuant to the 2006-2007 Amended Returns, as finally adjusted following any IRS audit or examination); provided, however, that the amount described in clause (B) shall be determined using an Agreed Credit Allocation.

iii. "***Reallocated Credits***" means the excess, if any, of (C) the amount determined pursuant to clause (B) of the definition of Used Credits (using an Agreed Credit Allocation), over (D) the aggregate amount of MTCs retained by the Temple-Inland consolidated group and not used by such group as of the end of its 2007 taxable year as set forth in the Closing Agreement (or, if no closing agreement is obtained, pursuant to the 2006-2007 Amended Returns, as finally adjusted following any IRS audit or examination and as determined by Temple-Inland in its reasonable discretion).

iv. "***Increased Tax Liability***" means any increased federal income tax liability incurred by the Temple-Inland consolidated group in either of its 2006 and

2007 taxable years as a result of the Election and the carryback of the 2009 NOL of the GFG consolidated group, excluding any such increased tax liability directly attributable to Used Credits or Reallocated Credits; provided, however, that only fifty percent (50%) of the increased tax liability incurred by the Temple-Inland consolidated group that is directly attributable to an adjustment to an item of income, deduction or credit of Temple-Inland and its subsidiaries (but not of GFG or any of its subsidiaries for any year, including 2006 through 2009) shall be included in computing such Increased Tax Liability. For the avoidance of doubt, the term "Increased Tax Liability" does not include (A) any increased federal income tax liability incurred by the Temple-Inland consolidated group in any taxable year as a result of Existing IRS Adjustments or (B) any amount that is satisfied by, or results in, a reduction of the amount of any refund paid by the IRS with respect to the 2006-2007 Amended Returns.

v. "*As-Filed Returns*" means the consolidated federal income tax returns of the Temple-Inland consolidated group as filed prior to the date of this Agreement, adjusted for the Existing IRS Adjustments.

vi. "*Existing IRS Adjustments*" means those adjustments to the Temple-Inland consolidated group's taxable income proposed by the IRS, or that might be proposed by the IRS, set forth on Exhibit "I," but only to the extent that such adjustments are ultimately made and finally sustained. For the avoidance of doubt, the term "Existing IRS Adjustments" does not include any adjustment to the Temple-Inland consolidated group's taxable income other than those set forth on Exhibit "I," and Temple-Inland retains the exclusive, unfettered right to contest any Existing IRS Adjustment in any manner that it sees fit.

B. GFG will receive and/or retain the amount, if any, of the refund or refunds with respect to the 2006-2007 Amended Returns for Temple-Inland's 2006 and 2007

taxable years (including any interest actually paid by the IRS with respect to such refund or refunds) in excess of the Tax Detriment.

h. Temple-Inland and GFG have independently estimated the impacts of the Election and the carryback of the 2009 NOL of the GFG consolidated group based on the Tax Assumptions. To the extent the Tax Assumptions are and remain accurate, the Tax Refund Parties agree that the Used Credits will not exceed \$52,000,000, the Reallocated Credits will equal \$0, and the Increased Tax Liability will equal \$0. To the extent that the 2009 Amended Returns, the 2006-2007 Amended Returns, or the Closing Agreement (or, if no closing agreement is obtained, the results of the 2006-2007 Amended Returns, as finally adjusted following any IRS audit or examination and as determined by Temple-Inland in its reasonable discretion) deviate from, or are predicated on amounts that deviate from, the Tax Assumptions, the maximum amounts described in the preceding sentence will be correspondingly increased, and the Tax Detriment may exceed \$52,000,000. The "*Tax Assumptions*" are:

A. The only changes to the As-Filed Returns reflected in the 2006-2007 Amended Returns are the direct result of the Election and the carryback of the 2009 GFG NOL, and there are no IRS audit adjustments (other than the Existing IRS Adjustments) made to such returns.

B. There are no changes (including, but not limited to, IRS audit adjustments) made to the 2009 consolidated federal income tax return of GFG that was delivered to Temple-Inland by GFG on or about November 4, 2011, other than making the Election in the 2009 Amended Return.

C. The 2009 Amended Return results in an NOL carryback for regular tax purposes of \$1,121,172,848 and an NOL carryback for alternative minimum tax purposes of

\$1,126,348,227, which amounts are carried first to Temple-Inland's 2006 taxable year pursuant to Code section 172(b)(2).

D. The Closing Agreement (or, if no closing agreement is obtained, the results of the 2006-2007 Amended Returns, as finally adjusted following any IRS audit or examination and as determined by Temple-Inland in its reasonable discretion) reflects an Agreed Credit Allocation.

i. For the avoidance of doubt, except as otherwise provided in this subparagraph i, the obligations of the Tax Refund Parties described in subparagraph g apply only with respect to the aggregate net amount of any cash refund or refunds paid by the IRS with respect to the 2006-2007 Amended Returns for Temple-Inland's 2006 and 2007 taxable years, adjusted as necessary to reflect the requirement that the amount of such refund or refunds be calculated as though the Existing IRS Adjustments were made, and the resultant tax liability actually were paid, prior to and independent of the carryback of GFG's 2009 NOL. If the amount of such refund or refunds is less than the Tax Refund Parties have estimated based on the Tax Assumptions (e.g., due to IRS audit adjustments other than the Existing IRS Adjustments), no Tax Refund Party shall have any liability to any other Tax Refund Party with respect to such reduction. Notwithstanding the foregoing provisions of this subparagraph i, if the amount of such refund is reduced by the IRS crediting a portion of such refund under Code section 6402 against an internal revenue tax liability of the Temple-Inland consolidated group for which neither GFG nor any of its subsidiaries was (or is) in any way responsible or liable (such responsibility or liability to be determined without regard to the bankruptcy, insolvency or receivership of any entity), then Temple-Inland shall pay to GFG the amount of such reduction to the extent that GFG would have been allocated such amount pursuant to this Agreement if such

amount had actually been paid as a refund by the IRS rather than credited pursuant to Code section 6402 and shall make such payment within thirty business days following the date that Temple-Inland receives notice from the IRS that such credit has been made.

j. The Tax Refund Parties shall cooperate with each other in carrying out the provisions of this paragraph 3, including providing such assistance as may be reasonably requested and provided without undue cost or inconvenience in light of the allocation of rights and responsibilities set forth in this paragraph 3. Each party shall bear its own costs, including the costs of professional services in connection with the 9100 Request, the Election, any tax return preparation, and any IRS audit or examination.

k. The Tax Refund Parties, Forestar, and Forestar Real Estate Group Inc. acknowledge and agree that (i) GFG is no longer bound by, nor a beneficiary of, that certain Tax Matters Agreement among Temple-Inland, GFG, and Forestar Real Estate Group Inc. dated December 11, 2007 (the "*TMA*"), (ii) this Agreement supersedes the TMA with respect to all of the matters addressed herein, and (iii) neither Forestar nor Forestar Real Estate Group Inc. will receive or make any payment under the TMA with respect to the 2006-2007 Amended Returns.

l. The FDIC acknowledges and agrees to the economic and procedural rights of the Tax Refund Parties set forth in this paragraph 3, shall not take any action inconsistent therewith, and shall provide such reasonable assistance as may be requested or required to assist the Tax Refund Parties in obtaining the refund or refunds with respect to the 2006-2007 Amended Returns for Temple-Inland's 2006 and 2007 taxable years in accordance with this paragraph 3, including assisting the Liquidation Trustee in obtaining access to the books and records of Guaranty Bank. The FDIC is under no obligation to, and shall not, file Amended

Returns for Temple-Inland's 2006 and 2007 taxable years, or any other taxable year. The FDIC shall be entitled to receive the amount described in paragraph 4 below.

m. Upon execution of this Agreement, the Trustee and GFG will provide to Temple-Inland complete copies of the 9100 Request and all written correspondence between the IRS and GFG (or its authorized representative) concerning such matter.

4. **FDIC'S SHARE OF ANY TAX RECOVERY.**

a. The FDIC shall receive, as its share of any tax recovery, an amount equal to the lesser of the following amounts (the "*FDIC Share of Tax Recovery*");

(i) any amount received and retained by GFG or the Liquidation Trust pursuant to the provisions of paragraph 3 above, after deducting thirty percent (30%) of the Allocated Fees and Costs (as defined below); or

(ii) thirty percent (30%) of the sum total of the following: (a) any amounts received and retained by GFG or the Liquidation Trust pursuant to the provisions of paragraph 3 above; plus (b) any amounts received and retained by Temple-Inland pursuant to the provisions of paragraph 3 above; minus (c) Allocated Fees and Costs (as defined below).

The term "*Allocated Fees and Costs*" means the professional fees and costs of Duane Morris LLP, Foley & Lardner LLP, Kirkland & Ellis LLP, Munsch Hardt Kopf & Harr, and Pope, Shamsie & Dooley, LLP incurred by the Liquidation Trust in obtaining the tax refund or refunds, including all efforts in connection with the investigation, institution, prosecution and settlement of the Temple-Inland Litigation, the 9100 Request, and the amended returns.

Within 3 business days of the Liquidation Trust's actual receipt of the funds to which it is entitled under paragraph 3 above, the Liquidation Trust, by and through the Liquidation Trustee, shall pay to the FDIC the FDIC Share of Tax Recovery.

b. For the avoidance of doubt, notwithstanding the computation of the FDIC Share of Tax Recovery, Temple-Inland shall be entitled to receive and retain, without reduction under this paragraph 4, all amounts paid to or retained by Temple-Inland pursuant to the provisions of paragraph 3 above.

c. The FDIC Cash Payment and the FDIC Share of Tax Recovery are in lieu of and not in addition to any right of the FDIC to receive 15% of any "Net Recovery" under Article X.A. of the Second Amended Plan. The FDIC's right to the FDIC Cash Payment and the FDIC Share of Tax Recovery shall be in full and final satisfaction of any right and entitlement the FDIC may otherwise have under the Second Amended Plan, and the FDIC shall have no right to any other or further distributions from the GFG estate or the Liquidation Trust, notwithstanding anything in the Second Amended Plan to the contrary.

5. **BINDING EFFECT OF SETTLEMENT AGREEMENT.**

COOPERATION AND CLOSING. This Agreement shall be binding only upon its execution and delivery by all the Parties. A closing (the "***Closing***") shall occur on a date and at a time agreed to by all the Parties, reasonably promptly following the satisfaction of the following conditions: (a) the execution by all Parties of this Agreement; and (b) the Bankruptcy Court approving the settlement in substantially the same form as contained in this Agreement by the entry of an order which has become final and non-appealable (the "***Bankruptcy Court Approval Order***"). This Agreement shall be null and void unless the Closing has occurred on or before December 5, 2012, unless extended by the express consent of all Parties, given in writing. The

Parties shall cooperate in securing the satisfaction of the foregoing conditions, and in securing a stay or extension of all litigation proceedings involving any or all of them relating to Guaranty Bank, including the Temple-Inland Litigation and proceedings on the Proofs of Claim in the Chapter 11 Cases, pending the satisfaction of such conditions and Closing. However, no party shall be liable for any failure to secure the Bankruptcy Court Approval Order. At Closing, Temple-Inland shall make the Liquidation Trustee Cash Payment and the FDIC Cash Payment and the executed releases referenced in paragraph 7 of this Agreement shall be delivered.

6. **DISMISSAL OF THE ACTIONS AND PROOFS OF CLAIM.**

Following Closing, the Parties shall cause all actions to be taken and all filings to be made necessary: (1) to dismiss the Temple-Inland Litigation against all Temple-Inland Litigation Defendants, with prejudice and without costs; (2) to cause all Parties in connection with the Chapter 11 Cases: (a) to waive and to withdraw with prejudice any and all Proofs of Claim any Party may have filed, including but not limited to the Proofs of Claim; (b) except as otherwise set forth herein, to disavow any distribution as a creditor; and (c) to waive any claim or right to set off; (3) to dismiss with prejudice the adversary proceedings filed against Jastrow and Dubuque in the Bankruptcy Court; and (4) to dismiss with prejudice the adversary proceedings filed against Michael Calcote, Bernard Crawford, Robert Greenwood, Karen Hartnett, Jerry Hickenbottom, Hal Shults, Bill Walker, and Paul Romero (collectively, the “*Non-Party Preference Defendants*”) in the Bankruptcy Court, provided that in the case of each Non-Party Preference Defendant any such dismissal is conditioned upon (a) that Non-Party Preference Defendant having executed and delivered at Closing a release in form attached hereto as Exhibit “H,” and (b) that Non-Party Preference Defendant having taken any and all action necessary to cause any claim filed or asserted against the Liquidation Trust, the Liquidation Trustee, or GFG in the

Chapter 11 cases, including any claim asserted in any proof of claim, to be waived, withdrawn, and/or dismissed with prejudice. The failure of any Non-Party Preference Defendant to execute and deliver a release as referenced in this paragraph 6: (i) shall not be a condition of Closing; and (ii) with respect to any such Non-Party Preference Defendant (who does not execute and deliver a release), the Liquidation Trust, the Liquidation Trustee, GFG and such Non-Party Preference Defendant shall be free to pursue any and all claims currently asserted between them in the Chapter 11 Cases.

7. **RELEASES**. At the Closing, the following parties shall deliver the following releases:

a. The Liquidation Trust and the Liquidation Trustee shall deliver to the Temple-Inland Litigation Defendants and Forestar Real Estate Group Inc. a release in the form attached hereto as Exhibit "A;"

b. GFG shall deliver to the Temple-Inland Litigation Defendants and Forestar Real Estate Group Inc. a release in the form attached hereto as Exhibit "B;"

c. The FDIC shall deliver to all other Parties a release in the form attached hereto as Exhibit "C;"

d. The Temple-Inland Litigation Defendants and Forestar Real Estate Group Inc. shall deliver to the Liquidation Trust, the Liquidation Trustee, and GFG a release in the form attached hereto as Exhibit "D;"

e. The FDIC Director & Officer Defendants and Levy, A. Temple, and L. Temple shall deliver to the FDIC a release in the form attached hereto as Exhibit "E;"

f. The Liquidation Trust, the Liquidation Trustee, and GFG shall deliver to the FDIC a release in the form attached hereto as Exhibit "F;" and

g. Temple-Inland, TIN, Forestar Real Estate Group, Inc. and Forestar shall deliver to the FDIC a release in the form attached hereto as Exhibit "G."

8. **NO RELEASE OF RIGHT TO ENFORCE SETTLEMENT.**

Notwithstanding anything to the contrary contained herein, no Party to this Agreement intends hereby to release or does release or waive any right to enforce the express provisions of this Agreement, which rights are explicitly preserved by the Parties.

9. **RELEASES DO NOT MODIFY THE SECOND AMENDED PLAN.**

Notwithstanding anything to the contrary contained herein, neither the releases referenced in paragraph 7 above, nor the terms of those releases, are intended to affect or modify, and shall not affect or modify, the releases and injunctions provided for in the Second Amended Plan.

10. **NO ADMISSION OF LIABILITY.** The provisions of this Agreement and all negotiations, discussions and proceedings in connection with this settlement, shall not be deemed nor constitute an admission by any Party of fault, liability or wrongdoing as to any facts or claims alleged or asserted in any past or subsequent litigation or in any other actions or proceedings, and shall not be received in evidence or otherwise used by any person in any subsequent litigation, or in any other action or proceeding for any purpose, except in connection with a proceeding to enforce this Agreement.

11. **ADMISSIBILITY.** This Agreement shall not be admissible in any proceeding, whether at law or equity, for any purpose whatsoever, except as necessary to secure Bankruptcy Court approval of this Agreement, to enforce the provisions of this Agreement, and to support the income tax treatment of the Liquidation Trustee Cash Payment and the FDIC Cash Payment.

12. **NO WAIVER.** The Parties agree that any failure by any Party to enforce one or more of the terms of this Agreement, at any given time, shall not constitute a waiver of such right to enforce this Agreement at any other time, including with respect to enforcement of the provision that Party previously failed to enforce.

13. **INTERPRETATION.** This Agreement shall be construed as having been drafted by all of the Parties hereto and as the product of informed negotiations in which each Party had the benefit of the advice of counsel. The Parties agree and direct that the rule of contract construction providing that ambiguous contract terms should be interpreted against the drafting party shall not apply nor be applied to this Agreement.

14. **COOPERATION AMONG THE PARTIES.** The Parties agree to cooperate with each other in the implementation and effectuation of the terms of this Agreement and to do all things and take all additional actions as may be reasonably necessary to secure Bankruptcy Court approval of and to effectuate the transactions contemplated in this Agreement, including obtaining a final, non-appealable Bankruptcy Court Approval Order approving this Agreement. If the Bankruptcy Court Approval Order is not timely obtained, this Agreement and all negotiations, prior writings, and proceedings related thereto shall be without prejudice to the rights of any Party, and all Parties shall be restored to their respective positions in the Temple-Inland Litigation and in the Chapter 11 Cases and otherwise. Notwithstanding the above, if the Bankruptcy Court Approval Order approving this Agreement is not timely obtained, the Parties shall cooperate in endeavoring to negotiate in good faith such changes to the wording, but not the substance or effect, of this Agreement, as might permit the Bankruptcy Court to enter an Order approving this Agreement.

15. **GOVERNING LAW.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, excluding choice of law rules.

16. **NO CONFIDENTIALITY.** Pursuant to 12 U.S.C. § 1821(s), neither this Agreement nor its terms will be confidential.

17. **CONTINUING EXCLUSIVE JURISDICTION IN THE BANKRUPTCY COURT; CONSENT TO JURISDICTION.** The Bankruptcy Court shall retain exclusive jurisdiction to interpret and construe this Agreement and to implement and enforce its terms and for such purposes, the Parties consent to the jurisdiction of the Bankruptcy Court; provided, however, any dispute relating to the FDIC Unassigned Claims that is related to this Agreement or the settlement of the FDIC Unassigned Claims contemplated herein shall be heard in the United States District Court for the District of Columbia. Nothing in this paragraph is intended to alter the jurisdiction of the IRS, the Tax Court or the District Court with regard to issues that may arise in connection with the Election and/or the amended tax returns.

18. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties pertaining to the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings among the Parties pertaining to such subject matter, including without limitation the Previously Proposed Settlement Agreement and the Term Sheet previously executed by the Parties. This Agreement may not be amended, altered, modified, or otherwise changed except in writing signed by an authorized representative of each of the Parties to this Agreement, and expressly stating that it is an amendment to this Agreement.

19. **AUTHORITY.** Each signatory to this Agreement represents and warrants that she, he or it has the requisite authority to execute this Agreement and to take the actions contemplated hereby.

20. **ADVICE OF COUNSEL; VOLUNTARY ACT.** Each Party hereto represents and warrants that he, she or it had the opportunity to seek advice of counsel and was advised by counsel before entering into this Agreement and that he, she or it enters into this Agreement freely and voluntarily.

21. **CAPTIONS AND INTERPRETATIONS.** Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement or any provisions hereof. Such titles or captions are not to be considered in interpreting or construing this Agreement.

22. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties may not be signatories to the same counterpart. Counterparts executed with original signatures, facsimile signatures or in electronic portable document format (“pdf”) shall be equally binding.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

~~GUARANTY FINANCIAL GROUP, INC.~~

TEMPLE-INLAND INC.

(b)(6)

BY:

[Redacted Signature]

BY:

TITLE:

CEO

TITLE:

DATE:

10/22/12

DATE:

~~KENNETH L. TEPPER, IN HIS CAPACITY AS LIQUIDATION TRUSTEE FOR THE GFGI LIQUIDATION TRUST~~

TIN INC.

(b)(6)

[Redacted Signature]

BY:

TITLE:

DATE:

KENNETH L. TEPPER, IN HIS CAPACITY AS LIQUIDATION TRUSTEE FOR THE GFGI LIQUIDATION TRUST

DATE:

10/22/12

~~THE GFGI LIQUIDATION TRUST~~

FORESTAR (USA) REAL ESTATE GROUP INC.

(b)(6)

[Redacted Signature]

BY:

TITLE:

DATE:

KENNETH L. TEPPER, IN HIS CAPACITY AS LIQUIDATION TRUSTEE FOR THE GFGI LIQUIDATION TRUST

DATE:

10/22/12

GUARANTY FINANCIAL GROUP, INC.

BY: _____

TITLE: _____

DATE: _____

TEMPLE-INLAND INC.

BY: (b)(6)

TITLE: Director

DATE: October 22, 2012

**KENNETH L. TEPPER, IN HIS
CAPACITY AS LIQUIDATION TRUSTEE
FOR THE GFGI LIQUIDATION TRUST**

**KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST**

DATE: _____

THE GFGI LIQUIDATION TRUST

**KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST**

DATE: _____

TIN INC.

BY: (b)(6)

TITLE: Director

DATE: October 22, 2012

**FORESTAR (USA) REAL ESTATE GROUP
INC.**

BY: _____

TITLE: _____

DATE: _____

GUARANTY FINANCIAL GROUP, INC.

BY: _____

TITLE: _____

DATE: _____

TEMPLE-INLAND INC.

BY: _____

TITLE: _____

DATE: _____

**KENNETH L. TEPPER, IN HIS
CAPACITY AS LIQUIDATION TRUSTEE
FOR THE GFGI LIQUIDATION TRUST**

KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST

DATE: _____

TIN INC.

BY: _____

TITLE: _____

DATE: _____

THE GFGI LIQUIDATION TRUST

KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST

DATE: _____

**FORESTAR (USA) REAL ESTATE GROUP
INC.**

[Redacted Signature Box]

(b)(6)

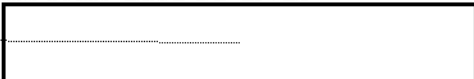
BY: _____

TITLE: David M. Grimm
Executive Vice President

DATE: 10/22/12

FORESTAR GROUP INC.

BY: _____



TITLE: **David M. Grimm**
Executive Vice President

DATE: 10/22/12

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

MARK CRAWFORD

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

RANDALL D. LEVY

DATE: _____

(b)(6)

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____ (b)(6)

Leonard J. DePasquale

TITLE: Supervisory Counsel, FDIC

DATE: 10/22/12

MARK CRAWFORD.

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____ (b)(6)

Dennis J. Early

TITLE: Legal Counsel - FDIC Receiver

DATE: 10/22/2012

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

RANDALL D. LEVY

DATE: _____

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

MARK CRAWFORD

(b)(6)



DATE: 10-22-2012

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

RANDALL D. LEVY

DATE: _____

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

MARK CRAWFORD

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE



DATE: *November 5, 2012*

KENNETH R. DUBUQUE

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

RANDALL D. LEVY

DATE: _____

(b)(6)

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

MARK CRAWFORD

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

(b)(6)

DATE: 10/22/12

KENNETH M. JASTROW, II

DATE: _____

RANDALL D. LEVY

DATE: _____

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

MARK CRAWFORD

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

KENNETH M. JASTROW, II

[Redacted Signature Box]

DATE: 11.5.12 ✓

RANDALL D. LEVY

DATE: _____

(b)(6)

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

MARK CRAWFORD

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

RANDALL D. LEVY

(b)(6)

DATE: 10/22/2012 U

ARTHUR TEMPLE, III



DATE: 10/22/12

RONALD MURFF

DATE: _____

MICHAEL CALCOTE

DATE: _____

(b)(6)

(b)(6)

ARTHUR TEMPLE, III

RONALD MURFE



DATE: _____

DATE: 10/21/12

MICHAEL CALCOTE

DATE: _____

ARTHUR TEMPLE, III

RONALD MURFF

DATE: _____

DATE: _____

MICHAEL CALCOTE



DATE: 10/22/12

EXHIBIT A

RELEASE

For and in consideration of the sum of thirty-eight million dollars (\$38,000,000.00) and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, the GFGI Liquidation Trust (the "***Liquidation Trust***") and the Liquidation Trustee of the GFGI Liquidation Trust (the "***Liquidation Trustee***"), solely in his capacity as such, do hereby absolutely, fully and forever remise, release and discharge Temple-Inland Inc., TIN Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III and Larry E. Temple (collectively, the "***Named Releasees***"), and each of them, and each and all of the Named Releasees' respective current and former parents, subsidiaries (direct or indirect) and affiliates (collectively, the "***Named Releasees Affiliates***"), and each and all of the Named Releasees' and the Named Releasees Affiliates' respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, accountants, insurers, predecessors, successors and assigns, of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys' fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, "***Claims***"), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of execution of the Settlement

Agreement between and among the Liquidation Trust, the Liquidation Trustee, Guaranty Financial Group, Inc. (“*GFG*”), the Federal Deposit Insurance Corporation, the Named Releasees, Michael Calcote, Mark Crawford, and Ronald Murff (the “*Settlement Agreement*”), including, but not limited to, all claims for fraudulent transfer, breach of fiduciary or other duty, aiding and abetting breach of fiduciary or other duty, alter ego liability, and promissory estoppel, and all other claims (including the Spin-Off Claims and the Temple-Inland Tax Claims, as those terms are defined in the Settlement Agreement) that were asserted or that could have been asserted by the Liquidation Trustee in the litigation encaptioned, *Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and Assignee of the Federal Deposit Insurance Corporation v. Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Kenneth M. Jastrow II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple III, and Larry E. Temple*, in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:11-cv-02088, except to the extent that such Claims are based upon or arise out of the Settlement Agreement and to the extent limited or excluded below.

Notwithstanding the foregoing paragraph, this Release shall not extend to, nor shall it release, extinguish or discharge, any claims the Liquidation Trust, the Liquidation Trustee or GFG may have against: (1) Ernst & Young, LLP, its parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns; (2) Keefe, Bruyette & Woods, Inc., its parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns; (3) KBW, Inc., its parents, subsidiaries, affiliates, principals, shareholders, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns; and (4) Thomson Financial, Davis Polk

& Wardwell, Fulbright & Jaworski, and Sneed Vine & Perry, and all of their respective parents, subsidiaries, affiliates, principals, shareholders, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns. Neither does such release extend to, nor does it release, extinguish, or discharge, any of the claims asserted by the Liquidation Trustee in the matters encaptioned: (1) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and Assignee of the Federal Deposit Insurance Corporation v. Ernst & Young, LLP*, Cause No. D-1-GN-11-002597, 345th District Court, Travis County, Texas or any related arbitration proceeding; (2) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Keefe, Bruyette & Woods, Inc. and KBW, Inc.*, United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:11-cv-02087-L; and (3) each of the following adversary proceedings filed in the main bankruptcy case, *In re: Guaranty Financial Group, Inc., et al.*, U.S. Bankruptcy Court for the Northern District of Texas, Dallas Division, Case No. 09-35582-bjh (jointly administered): (i) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Thomson Financial*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3505; (ii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Davis Polk & Wardwell*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3497; (iii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Fulbright & Jaworski*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3499; and (iv) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Sneed Vine & Perry*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3504.

Notwithstanding the foregoing, insofar as it pertains to the following individuals, Michael Calcote, Bernard Crawford, Robert Greenwood, Karen Hartnett, Jerry Hickenbottom, Hal Shults, Bill Walker, and Paul Romero, this Release releases each of him or her from claims asserted by the Liquidation Trustee in the following encaptioned cases only if he or she executes and delivers an executed release in the form attached to the Settlement Agreement as Exhibit "H" at the Closing as defined in paragraph 5 of the Settlement Agreement: (i) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Michael Calcote*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3495; (ii) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Bernard Crawford*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3496; (iii) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Robert Greenwood*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3500; (iv) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Karen Hartnett*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3501; (v) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Jerry Hickenbottom*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3502; (vi) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Hal Shults*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3503; (vii) *Kenneth L. Teppner, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Bill Walker*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3511; and (viii) *Kenneth L. Teppner, in his capacity as*

the Liquidation Trustee of the GFGI Liquidation Trust v. Paul Romero; United States

Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3510.

This Release shall not extend to, nor shall it release, extinguish or discharge, any Claims the Liquidation Trust, the Liquidation Trustee or GFG may have asserting a breach of the Settlement Agreement.

The Liquidation Trust and the Liquidation Trustee covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, the Liquidation Trust and the Liquidation Trustee state that they, or their representatives, have carefully read this entire Release, understand the contents hereof, and are signing this Release voluntarily and intending to be legally bound and to bind any successors or assigns this ____ day of _____, 2012.

THE GFGI LIQUIDATION TRUST

KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST

DATE: _____

**KENNETH L. TEPPER, IN HIS
CAPACITY AS LIQUIDATION TRUSTEE
FOR THE GFGI LIQUIDATION TRUST**

BY: _____

KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST

DATE: _____

EXHIBIT B

RELEASE

For and in consideration of the sum of thirty-eight million dollars (\$38,000,000.00) paid to the Liquidation Trustee of the GFGI Liquidation Trust ("*Liquidation Trustee*"), and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, Guaranty Financial Group, Inc. ("*GFG*"), LainFaulkner, and Pope, Shamsie & Dooley, LLP for and on behalf of themselves and (to the extent of their legal authority, given the FDIC receivership of Guaranty Bank) each and all of their current and former parents, subsidiaries and affiliates, and each and all of their respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, predecessors, successors and assigns, does hereby absolutely, fully and forever remise, release and discharge Temple-Inland Inc., TIN Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III and Larry E. Temple (collectively, "*Named Releasees*"), and each of them, and each and all of the Named Releasees' respective current and former parents, subsidiaries (direct or indirect) and affiliates (collectively, the "*Named Releasees Affiliates*"), and each and all of the Named Releasees' and the Named Releasees Affiliates' respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, accountants, insurers, predecessors, successors and assigns, of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys' fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, "*Claims*"), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or

unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of execution of the Settlement Agreement between and among the GFGI Liquidation Trust, the Liquidation Trustee, GFG, the Federal Deposit Insurance Corporation, the Named Releasees, and Michael Calcote, Mark Crawford, and Ronald Murff (the “*Settlement Agreement*”), including, but not limited to, all claims for fraudulent transfer, breach of fiduciary or other duty, aiding and abetting breach of fiduciary or other duty, alter ego liability, and promissory estoppel, and all other claims (including the Spin-Off Claims and the Temple-Inland Tax Claims, as those terms are defined in the Settlement Agreement) that were asserted or that could have been asserted by the Liquidation Trustee in the litigation encaptioned, *Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and Assignee of the Federal Deposit Insurance Corporation v. Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Kenneth M. Jastrow II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple III, and Larry E. Temple*, in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:11-cv-02088, except to the extent that such Claims are based upon or arise out of the Settlement Agreement and to the extent limited or excluded below.

Notwithstanding the foregoing paragraph, this Release shall not extend to, nor shall it release, extinguish or discharge, any claims the Liquidation Trustee or GFG may have against: (1) Ernst & Young, LLP, its parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns; (2) Keefe, Bruyette & Woods, Inc., its parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors,

successors and assigns; (3) KBW, Inc., its parents, subsidiaries, affiliates, principals, shareholders, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns; and (4) Thomson Financial, Davis Polk & Wardwell, Fulbright & Jaworski, and Sneed Vine & Perry and all of their respective parents, subsidiaries, affiliates, principals, shareholders, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns. Neither does such release extend to, nor does it release, extinguish, or discharge, any of the claims asserted by the Liquidation Trustee in the matters encaptioned: (1) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and Assignee of the Federal Deposit Insurance Corporation v. Ernst & Young, LLP*, Cause No. D-1-GN-11-002597, 345th District Court, Travis County, Texas or any related arbitration proceeding; (2) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Keefe, Bruyette & Woods, Inc. and KBW, Inc.*, United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:11-cv-02087-L; and (3) each of the following adversary proceedings filed in the main bankruptcy case, *In re: Guaranty Financial Group, Inc., et al.*, U.S. Bankruptcy Court for the Northern District of Texas, Dallas Division, Case No. 09-35582-bjh (jointly administered): (i) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Thomson Financial*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3505; (ii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Davis Polk & Wardwell*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3497; (iii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Fulbright & Jaworski*; United States Bankruptcy Court for the Northern District of

Texas, Dallas Division, Adv. Pro. No. 11-3499; and (iv) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Sneed Vine & Perry*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3504.

Notwithstanding the foregoing, insofar as it pertains to the following individuals, Michael Calcote, Bernard Crawford, Robert Greenwood, Karen Hartnett, Jerry Hickenbottom, Hal Shults, Bill Walker, and Paul Romero, this Release releases him or her from claims asserted by the Liquidation Trustee in the following encaptioned cases only if he or she executes and delivers an executed release in the form attached to the Settlement Agreement as Exhibit H at the Closing as defined in paragraph 6 of the Settlement Agreement: (i) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Michael Calcote*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3495; (ii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Bernard Crawford*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3496; (iii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Robert Greenwood*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3500; (iv) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Karen Hartnett*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3501; (v) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Jerry Hickenbottom*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3502; (vi) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Hal Shults*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3503; (vii) *Kenneth*

L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Bill Walker; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3511; and (viii) *Kenneth L. Tepper, in his capacity as the Liquidation Trustee of the GFGI Liquidation Trust v. Paul Romero*; United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Adv. Pro. No. 11-3510.

This Release shall not extend to, nor shall it release, extinguish or discharge, any Claims the Liquidation Trust, the Liquidation Trustee or GFG may have asserting a breach of the Settlement Agreement.

GFG, Lain Faulkner and Pope, Shamsie & Dooley, LLP covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, GFG, Lain Faulkner and Pope, Shamsie & Dooley, LLP states that they, or their representatives, have carefully read this entire Release, understand the contents hereof, and are signing this Release voluntarily and intending to be legally bound and to bind any successors or assigns this ____ day of _____, 2012.

GUARANTY FINANCIAL GROUP, INC.
BY: _____
TITLE: _____
DATE: _____

LAINFAULKNER
BY: _____
TITLE: _____
DATE: _____

POPE, SHAMSIE & DOOLEY, LLP
BY: _____
TITLE: _____
DATE: _____

EXHIBIT C

RELEASE

For and in consideration of the payment by Temple-Inland Inc. to the Federal Deposit Insurance Corporation, in all of its capacities, including in its capacity as Receiver of Guaranty Bank (“**FDIC**”) of the sum of forty-two million dollars (\$42,000,000.00), and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, and except for those claims expressly reserved below, the FDIC does hereby absolutely, fully and forever remise, release and discharge the GFGI Liquidation Trust, the Liquidation Trustee of the GFGI Liquidation Trust, Guaranty Financial Group, Inc., Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III, Larry E. Temple, Michael Calcote, Mark Crawford, and Ronald Murff (collectively, the “**Named Releasees**”), and each of them, and each and all of the Named Releasees’ respective current and former parents, subsidiaries and affiliates (collectively, the “**Named Releasees’ Affiliates**”), and each and all of the Named Releasees’ and the Named Releasees Affiliates’ respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, insurers, predecessors, successors and assigns, of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys’ fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, “**Claims**”), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in

connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of execution of the Settlement Agreement between and among the FDIC and the Named Releasees (the "***Settlement Agreement***"), including but not limited to the FDIC Claims Taken by Assignment (as that term is defined in the Settlement Agreement), and any Claims it may possess under the Second Amended Plan (as that term is defined in the Settlement Agreement), and all Claims that were asserted or could have been asserted in the consolidated bankruptcy proceedings relating to Guaranty Financial Group, Inc. under the caption *In re Guaranty Financial Group Inc., et al.*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Case Nos. 09-35582, 09-35583, 09-35584; 09-35586 (jointly administered under Case No. 09-35582-bjh). For the avoidance of doubt, this Release shall extend to any claim the FDIC may have in its capacity as Receiver of Guaranty Bank against the Named Releasees, the Named Releasees' Affiliates, or others released pursuant to this Release or any claim the FDIC may have in its corporate capacity (or any other capacity) against the Named Releasees, the Named Releasees' Affiliates, or others released pursuant to this Release for conduct related to Guaranty Bank.

Notwithstanding the foregoing, it is expressly understood that this Release does not extend to any claims the FDIC may hold in its capacity as a receiver for any other bank (aside from Guaranty Bank) or that it may have relating to conduct unrelated to Guaranty Bank, whether such claim be held in its corporate or receivership capacities. Moreover, except as provided for under the Second Amended Plan, the FDIC does not release, and expressly preserves fully and to the same extent as if this Release had not been executed, any claims or causes of action:

- a. against any of the Named Releasees for any liability incurred as the maker, endorser or guarantor of any promissory note, guarantee or other such obligation payable or owed by them to the FDIC or Guaranty Bank at the time of the closing of this Agreement; provided, however, that the exclusion set forth in this subparagraph (a) shall not be construed to extend to any liability incurred on account of any alleged obligation owed by any person, entity, or party, including the Named Releasees and the Named Releasees' Affiliates, to maintain the capital of or to otherwise capitalize Guaranty Bank, Guaranty Financial Group, Inc., or any of their subsidiaries;
- b. relating to any administrative enforcement claims or other claims or actions that could be brought by the FDIC in all of its capacities other than as Receiver of Guaranty Bank, or any claims or actions that could be brought by any other agency or instrumentality of the United States government including claims for criminal restitution brought by the United States pursuant to the Mandatory Victims Restitution Act, 18 U.S.C. § 3663, et seq.;
- c. against any third-parties relating to securities purchased by Guaranty Bank, such as accountants, lawyers, mortgage brokers, and the issuers or underwriters;
- d. relating to any claims related to any other financial institutions and their receiverships other than Guaranty Bank; and
- e. any claim of the FDIC asserting a breach of the Settlement Agreement.

The FDIC covenants and agrees that it will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at

law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, the FDIC, in its corporate and receivership capacities, states that it, or its representatives, has carefully read this entire Release, understands the contents hereof, and is signing this Release voluntarily and intending to be legally bound this ____ day of _____, 2012.

THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR GUARANTY BANK

BY: _____

TITLE: _____

DATE: _____

THE FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____

TITLE: _____

DATE: _____

EXHIBIT D

RELEASE

For and in consideration of the exchange of mutual releases of even date herewith, and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III and Larry E. Temple (collectively, the “*Named Releasors*”), for and on behalf of themselves and each and all of their respective current and former parents, subsidiaries and affiliates, and each and all of their respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, heirs, executors, administrators, predecessors, successors and assigns, do hereby absolutely, fully and forever remise, release and discharge the GFGI Liquidation Trust (the “*Liquidation Trust*”), the Liquidation Trustee of the GFGI Liquidation Trust (the “*Liquidation Trustee*”), Guaranty Financial Group, Inc. (“*GFG*”), LainFaulkner, and Pope, Shamsie & Dooley, LLP and each of them, and each and all of their respective current and former parents, subsidiaries and affiliates, and each and all of their respective members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, predecessors, successors and assigns (collectively with the Liquidation Trust, the Liquidation Trustee, and GFG, the “*Released Parties*”), of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys’ fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, “*Claims*”), whether known or unknown, direct or indirect, suspected or unsuspected, choate or

inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of the execution of the Settlement Agreement between and among the Liquidation Trust, the Liquidation Trustee, GFG, the Federal Deposit Insurance Corporation, the Named Releasors and Michael Calcote, Mark Crawford and Ronald Murff (the "**Settlement Agreement**"), including, but not limited to, all Claims that were asserted or that could have been asserted by the Named Releasors in the action encaptioned, *Kenneth L. Tepper, in his capacity as the Liquidation Trustee for the GFGI Liquidation Trust and Assignee of the Federal Deposit Insurance Corporation v. Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Kenneth M. Jastrow II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple III, and Larry E. Temple*, in the United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:11-cv-02088 ("**Temple-Inland Litigation**"), and all claims arising out of, relating to or in connection with the Temple-Inland Litigation, as well as all claims that were asserted or could have been asserted in the consolidated bankruptcy proceedings relating to Guaranty Financial Group, Inc. under the caption *In re Guaranty Financial Group Inc., et al.*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Case Nos. 09-35582, 09-35583, 09-35584; 09-35586 (jointly administered under Case No. 09-35582-bjh), including, without limitation, any Proofs of Claim submitted by any of the Named Releasors, including but not limited to the Proofs of Claim submitted by Temple-Inland, Inc. therein numbered 122-1 and 123-1, the Proof of Claim submitted by Kenneth R. Dubuque therein numbered 98, the Proofs of Claim submitted by Ronald Murff therein numbered 114 and 115, and the Proof of Claim submitted by Michael Calcote therein numbered 80.

Notwithstanding the foregoing paragraph, this Release shall not extend to, nor shall it release, extinguish or discharge, any claims, defenses, or rights of set-off the Named Releasers may have against Ernst & Young, LLP, Keefe, Bruyette & Woods, Inc., or KBW, Inc., or any of their respective parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns, in connection with any claims the Liquidation Trust, the Liquidation Trustee, or GFG may have against or has asserted against those entities. Neither does such release extend to, nor does it release, extinguish, or discharge, any claims, defenses, or rights of set-off Ernst & Young, LLP, Keefe, Bruyette & Woods, Inc., or KBW, Inc., or any of their respective parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns, may have against the Liquidation Trust, the Liquidation Trustee, or GFG.

For the avoidance of doubt and notwithstanding anything to the contrary in the first paragraph of this Release, this Release shall not extend to, nor shall it release, extinguish or discharge: (a) any Claims that the Named Releasers may have against any insurer; (b) any Claims the Named Releasers may have for indemnity against Temple-Inland including without limitation in connection with the case styled *North Port Firefighters' Pension Local Option Plan, Individually and on Behalf of All Others Similarly Situated v. Temple-Inland, Inc., et al.*, Civil Action No. 3:11-cv-03119-B, United States District Court, Northern District of Texas, Dallas Division (the "*North Port Case*"); (c) any Claims the Temple-Inland Litigation Individual Defendants (as that term is defined the Settlement Agreement) may have in connection with tax withholding related to the exercise of purchase options for Temple-Inland stock and Forestar stock; or (d) any defenses or any Claims of contribution or indemnity that the Named Releasers

may have against any third parties not released herein, including any accountant, attorney or other service provider to GFG in any action or proceeding other than the Temple-Inland Litigation, including without limitation the North Port Case; *provided, however*, that the Released Parties shall not, for any reason whatsoever, be deemed: (y) an “insurer,” as that term is used in subparagraph (a) of this paragraph or (z) “third parties not released herein” pursuant to subparagraph (d) of this paragraph; and *provided further*, notwithstanding anything to the contrary herein, this Release shall not effect or modify the releases and injunctions provided for in the Second Amended Joint Plan of Liquidation for Guaranty Financial Group Inc., et al., Under Chapter 11 of the United States Bankruptcy Code.

This Release shall not extend to, nor shall it release, extinguish or discharge, any Claims the Named Releasers may have asserting a breach of the Settlement Agreement.

Named Releasers covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, Temple-Inland Inc., TIN Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III and Larry E. Temple state that they, or their representatives, have carefully read this entire Release, understand the contents hereof, and are signing this Release voluntarily and intending to be legally bound this ____ day of _____, 2012.

TEMPLE-INLAND INC.

BY: _____

TITLE: _____

DATE: _____

TIN INC.

BY: _____

TITLE: _____

DATE: _____

**FORESTAR (USA) REAL ESTATE
GROUP INC.**

BY: _____

TITLE: _____

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

LARRY E. TEMPLE

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

RANDALL D. LEVY

DATE: _____

ARTHUR TEMPLE, III

DATE: _____

EXHIBIT E

RELEASE

For and in consideration of the exchange of mutual releases of even date herewith, and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, Kenneth M. Jastrow, II, Kenneth R. Dubuque, Ronald Murff, Randall D. Levy, Arthur Temple, III and Larry E. Temple, Michael Calcote, and Mark Crawford (collectively, the “*Named Releasors*”), for and on behalf of themselves and each and all of their respective current and former employees, agents, representatives, heirs, executors, administrators, predecessors, successors and assigns, do hereby absolutely, fully and forever remise, release and discharge the Federal Deposit Insurance Corporation, in all its capacities, including in its capacity as Receiver of Guaranty Bank, and each and all of its respective current and former parents, subsidiaries and affiliates, and each and all of their respective members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, accountants, insurers, predecessors, successors and assigns, of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys’ fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, “*Claims*”), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of the execution of the Settlement Agreement between and among the GFGI Liquidation Trust, the Liquidation Trustee of the GFGI Liquidation Trust, Guaranty Financial Group, Inc., the

Federal Deposit Insurance Corporation, Temple-Inland, Inc., TIN, Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), and the Named Releasors (the "*Settlement Agreement*"); provided, however, that the Named Releasors shall retain their right to argue set-off as a defense to any Claims not released by the FDIC pursuant to Exhibit C of the Settlement Agreement referenced herein.

This Release shall not extend to, nor shall it release, extinguish or discharge, any Claims the Named Releasors may have asserting a breach of the Settlement Agreement.

Named Releasors covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, Kenneth M. Jastrow, II, Kenneth R. Dubuque, Ronald Murff, Randall D. Levy, Arthur Temple, III, Larry E. Temple, Michael Calcote, and Mark Crawford state that they, or their representatives, have carefully read this entire Release, understand the contents hereof, and are signing this Release voluntarily and intending to be legally bound this ____ day of _____, 2012.

MICHAEL CALCOTE

MARK CRAWFORD

DATE: _____

DATE: _____

RONALD MURFF

DATE: _____

KENNETH M. JASTROW, II

DATE: _____

KENNETH R. DUBUQUE

DATE: _____

RANDALL D. LEVY

DATE: _____

ARTHUR TEMPLE, III

DATE: _____

LARRY E. TEMPLE

DATE: _____

EXHIBIT F

RELEASE

For and in consideration of the exchange of mutual releases of even date herewith, and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, the GFGI Liquidation Trust (the "*Liquidation Trust*"), the Liquidation Trustee of the GFGI Liquidation Trust (the "*Liquidation Trustee*"), solely in his capacity as such, and Guaranty Financial Group, Inc. ("*GFG*") (collectively, the "*Named Releasers*"), for and on behalf of themselves and each and all of their respective current and former parents, subsidiaries and affiliates, and each and all of their respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, heirs, executors, administrators, predecessors, successors and assigns, do hereby absolutely, fully and forever remise, release and discharge the Federal Deposit Insurance Corporation, in all its capacities, including in its capacity as Receiver of Guaranty Bank, and each and all of its respective current and former parents, subsidiaries and affiliates, and each and all of their respective members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, accountants, insurers, predecessors, successors and assigns, of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys' fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, "*Claims*"), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever,

occurring at any time from the beginning of time to the date of the execution of the Settlement Agreement between and among the Named Releasors, the Federal Deposit Insurance Corporation, Temple-Inland Inc., TIN Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III, Larry E. Temple, Michael Calcote, Mark Crawford, and Ronald Murff (the "*Settlement Agreement*"); provided, however, that the Named Releasors shall retain their right to argue set-off as a defense to any claims not released by the FDIC pursuant to Exhibit C of the Settlement Agreement referenced herein.

This Release shall not extend to, nor shall it release, extinguish or discharge, any Claims the Named Releasors may have asserting a breach of the Settlement Agreement.

Named Releasors covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, the Liquidation Trust, the Liquidation Trustee, solely in his capacity as such, and GFG state that they, or their representatives, have carefully read this entire Release, understand the contents hereof, and are signing this Release voluntarily and intending to be legally bound this _____ day of _____, 2012.

GUARANTY FINANCIAL GROUP, INC.

**KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST**

BY: _____

TITLE: _____

DATE: _____

DATE: _____

THE GFGI LIQUIDATION TRUST

KENNETH L. TEPPER, IN HIS CAPACITY
AS LIQUIDATION TRUSTEE FOR THE
GFGI LIQUIDATION TRUST

DATE: _____

EXHIBIT G

RELEASE

For and in consideration of the exchange of mutual releases of even date herewith, and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, Temple-Inland, Inc. TIN Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.) and Forestar (USA) Real Estate Group Inc., (collectively, "***Named Releasors***"), for and on behalf of themselves and each and all of their respective current and former parents, subsidiaries and affiliates, and each and all of their respective current and former members, partners, shareholders, directors, officers, employees, agents, representatives, heirs, executors, administrators, predecessors, successors and assigns, do hereby absolutely, fully and forever remise, release and discharge the Federal Deposit Insurance Corporation, in all of its capacities, including in its capacity as Receiver of Guaranty Bank, and each and all of its respective current and former parents, subsidiaries and affiliates, and each and all of their respective members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, accountants, insurers, predecessors, successors and assigns, of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys' fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, "***Claims***"), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of the execution of the Settlement

Agreement between and among the GFGI Liquidation Trust, the Liquidation Trustee for the GFGI Liquidation Trust, Guaranty Financial Group, Inc., the Federal Deposit Insurance Corporation, the Named Releasors, Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III, Larry E. Temple, Michael Calcote, Mark Crawford, and Ronald Murff (the "*Settlement Agreement*"); *provided*, however, that the foregoing shall not release, alter or otherwise affect the obligations of the Federal Deposit Insurance Corporation as Manager of the FSLIC Resolution Fund (the "*FDIC Manager*") set forth in that certain Settlement Agreement among Temple-Inland Inc. and its Subsidiaries, the United States of America, and the FDIC Manager dated on or about June 14, 2006, which was entered into to resolve litigation in the United States Court of Federal Claims captioned *Temple-Inland Inc. and Subsidiaries v. United States*, No. 99-699 C.

This Release shall not extend to, nor shall it release, extinguish or discharge, any Claims the Named Releasors may have asserting a breach of the Settlement Agreement.

Named Releasors covenant and agree that they will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, Temple-Inland Inc. TIN Inc., Forestar (USA) Real Estate Group Inc., and Forestar Group Inc. (fka Forestar Real Estate Group Inc.) state that they, or their representatives, have carefully read this entire Release, understand the contents hereof, and are signing this Release voluntarily and intending to be legally bound this _____ day of _____, 2012.

TEMPLE-INLAND INC.

BY: _____

TITLE: _____

DATE: _____

FORESTAR (USA) REAL ESTATE GROUP INC.

BY: _____

TITLE: _____

DATE: _____

FORESTAR GROUP INC.

BY: _____

TITLE: _____

DATE: _____

TIN INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT H

RELEASE

For and in consideration of the exchange of mutual releases of even date herewith, and other good and valuable consideration set forth in the Settlement Agreement referenced below, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, [insert name of Non-Party Preference Defendant] (the “***Named Releasor***”) for and on behalf of the Named Releasor and each and all of the Named Releasor’s agents, representatives, heirs, executors, administrators, predecessors, successors and assigns, does hereby absolutely, fully and forever remise, release and discharge the GFGI Liquidation Trust (the “***Liquidation Trust***”), the Liquidation Trustee of the GFGI Liquidation Trust (the “***Liquidation Trustee***”), Guaranty Financial Group, Inc. (“***GFG***”), LainFaulkner, and Pope, Shamsie & Dooley, LLP (collectively, the “***Named Releasees***”), and each of them, and each and all of their respective current and former parents, subsidiaries and affiliates, and each and all of their respective members, partners, shareholders, directors, officers, employees, agents, representatives, attorneys, predecessors, successors and assigns (collectively, the “***Named Releasees’ Affiliates***”), of and from any and all manner of claims, actions, causes of action, demands, suits, debts, obligations, damages (compensatory, punitive or otherwise), losses, costs, expenses, attorneys’ fees, sums of money, controversies, accounts, and liens of every kind or nature whatsoever (collectively, “***Claims***”), whether known or unknown, direct or indirect, suspected or unsuspected, choate or inchoate, asserted or unasserted, in law or in equity, whether arising from contract, tort, statute or otherwise, based upon, relating to or in connection with any act, error, omission, event or thing whatsoever, occurring at any time from the beginning of time to the date of the execution of the Settlement Agreement between and among the Named

Releasees, the Federal Deposit Insurance Corporation, Temple-Inland Inc., TIN Inc., Forestar (USA) Real Estate Group Inc., Forestar Group Inc. (fka Forestar Real Estate Group Inc.), Kenneth M. Jastrow, II, Kenneth R. Dubuque, Randall D. Levy, Arthur Temple, III, Larry E. Temple, Michael Calcote, Mark Crawford, and Ronald Murff, including, but not limited to, all Claims that were asserted or could have been asserted in the consolidated bankruptcy proceedings relating to GFG under the caption *In re Guaranty Financial Group Inc., et al.*, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Case Nos. 09-35582, 09-35583, 09-35584; 09-35586 (jointly administered under Case No. 09-35582-bjh), including, without limitation, any proofs of claim submitted by or on behalf of the Named Releasor.

Notwithstanding the foregoing paragraph, this Release shall not extend to, nor shall it release, extinguish or discharge, any claims, defenses, or rights of set-off the Named Releasor may have against Ernst & Young, LLP, Keefe, Bruyette & Woods, Inc., or KBW, Inc., or any of their respective parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns, in connection with any claims the Liquidation Trust, the Liquidation Trustee, or GFG may have against or has asserted against them. Neither does such release extend to, nor does it release, extinguish, or discharge, any claims, defenses, or rights of set-off Ernst & Young, LLP, Keefe, Bruyette & Woods, Inc., or KBW, Inc., or any of their respective parents, subsidiaries, affiliates, principals, partners, officers, directors, employees, agents, representatives, attorneys, insurers, predecessors, successors and assigns, may have against the Liquidation Trust, the Liquidation Trustee, or GFG.

For the avoidance of doubt and notwithstanding anything to the contrary in the first paragraph of this Release, this Release shall not extend to, nor shall it release, extinguish or discharge: (a) any Claims that the Named Releasor may have against any insurer; or (b) any defenses or any Claims of contribution or indemnity that the Named Releasor may have against any third parties not released herein, including any accountant, attorney or other service provider to GFG; *provided*, that the Named Releasees and the Named Releasees' Affiliates shall not, for any reason whatsoever, be deemed: (y) an "insurer," as that term is used in subparagraph (a) of this paragraph or (z) "third parties not released herein" pursuant to subparagraph (b) of this paragraph; and provided further, notwithstanding anything to the contrary herein, this Release shall not effect or modify the releases and injunctions provided for in the Second Amended Joint Plan of Liquidation for Guaranty Financial Group Inc., et al., Under Chapter 11 of the United States Bankruptcy Code.

Named Releasor covenants and agrees that the Named Releasor will not, at any time hereafter, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, assignment, maintenance or prosecution of any claim, demand or cause of action at law or otherwise, for damages, loss or injury of any kind arising out of or relating to any act, error, omission, event or thing within the scope of this Release.

WHEREFORE, [insert name of Named Releasor] states that he/she has carefully read this entire Release, understand the contents hereof, and is signing this Release voluntarily and intending to be legally bound this ____ day of _____, 2012.

BY: _____

DATE: _____

EXHIBIT I

Existing IRS Adjustments

That certain IRS Form 5701 dated June 13, 2011, for Issue No. 1 decreasing Temple-Inland's 2006 deductions for environmental remediation expenditures by \$1,555,795

That certain IRS Form 5701 dated June 13, 2011, for Issue No. 2 increasing Temple-Inland's 2006, 2007 and 2008 deductions for amortization of environmental remediation expenditures by \$14,041, \$28,083 and \$28,083, respectively

That certain IRS Form 5701 dated June 14, 2011, for Issue No. 3 increasing Temple-Inland's 2008 other deductions by \$511,126

That certain IRS Form 5701 dated June 14, 2011, for Issue No. 4 decreasing Temple-Inland's 2008 deductions for amortization of environmental remediation expenditures by \$29,207

Any proposed adjustment to alter the federal income tax treatment of TIN's 2007 sale of its strategic timberlands and/or the December 3, 2007, loans obtained by two subsidiaries of TIN.