SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between The Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B., ("FDIC" or "Plaintiff"), on the one hand, and J. Zachary Johns, an individual doing business as Zack Johns Appraising, Inc. ("Johns") and Vicki Lickliter, an individual ("Lickliter") (collectively, "Defendants"). The FDIC and Defendants are referred to collectively as the "Parties."

RECITALS

A. WHEREAS, the FDIC filed a First Amended Complaint against Defendants and others entitled *Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, F.S.B. v. Vicki Lickliter, et. al.*, in United States District Court, Southern District of Indiana, Case No. 1:10-CV-0323LJM-DML (the "Action").

B. WHEREAS, Defendants have denied the allegations of the First Amended Complaint.

C. WHEREAS, the Parties desire to resolve all of the FDIC's claims against Defendants as set forth in Plaintiff's First Amended Complaint.

AGREEMENT AND MUTUAL RELEASE

NOW, THEREFORE, in consideration of the undertakings contained in this Agreement, and other good, valuable and sufficient consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preamble, Recitals and Exhibits. The foregoing preamble and recitals are true and correct and are integral parts of this Agreement.

2. Settlement Payment by Defendants to FDIC. No later than thirty (30) business days following full execution of this Agreement, Defendants shall pay Plaintiff the total amount of Three Hundred Seventy One Thousand Dollars and No Cents ($371,000.00) ("Settlement Payment"). The Settlement Payment amounts shall be apportioned among Defendants as follows:

a. $192,500 shall be paid by Johns through his insurance carrier;

b. $177,500 shall be paid by Lickliter through her insurance carrier; and

c. $1,000 shall be paid by Lickliter as her deductible.

These Settlement Payments may be made by check, made payable to "FDIC as Receiver for IndyMac Bank FSB." The Parties agree that timely receipt of all Settlement Payment amounts as set forth in Paragraph 2, Sections (a) through (c), above, is an essential term of this Agreement, and a condition to the effectiveness of this Agreement.

3. Dismissal of the Action. Together with the execution of this Agreement, counsel for the Parties shall execute a Stipulation of Dismissal of the Action against Defendants, with prejudice. Upon the receipt and clearing of all Settlement Payments, so that good and clear funds in the amount agreed to herein are actually received by Plaintiff, counsel for Plaintiff shall file the executed Stipulation of Dismissal with the Court and obtain an Order from the Court dismissing the action with prejudice.

4. Court to Retain Jurisdiction. The Parties agree that the Court shall have continuing jurisdiction to enforce the provisions of this Agreement to the fullest extent permitted by law.

5. Release by Plaintiff. The FDIC hereby releases and forever discharges Defendants and their current and former employees, agents, sureties, bonding companies,

insurers, attorneys, re-insurers, companies, corporations, successors, administrators, executors, assigns and affiliates, of and from any and all claims, and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of the claims or causes of action set forth in the Action, except as expressly reserved in Paragraph 6, below.

6. Express Reservations from Release by Plaintiff. Notwithstanding any other provision contained herein, by this Agreement, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed (a) any claims or causes of action that do not arise from or relate to the facts, occurrences and transactions alleged in the Action, and (b) any claims relating to the facts, occurrences and transactions alleged in the Action against any other person or entity not released in Paragraph 5, above. This Agreement does not waive or release any claim Plaintiff may have relating to or arising from any loan other than the loan at issue in the Action as set forth in Plaintiff's First Amended Complaint. In addition, this Agreement does not purport to waive, nor is it intended to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office, or any other federal department or agency, including any rights, if appropriate, to court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*

7. Release by Defendants. Defendants hereby release and forever discharge Plaintiff and its current and former officers, directors, employees, agents, insurers, attorneys, subsidiaries, predecessors, related companies, parent companies, successors, assigns, and affiliates, of and from any and all claims, and demands of every kind and nature, in law, equity, or otherwise,

known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, attorneys' fees and costs, past, present and future, arising out of the claims set forth in the Action.

8. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

a. Plaintiff and Defendants have received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Agreement and of giving the releases provided herein.

b. In connection with the execution of this Agreement and the making of the settlement provided for herein, no Party to this Agreement has relied upon any statement, representation or promise of any other Party not expressly contained herein.

c. This Agreement is fully integrated and contains the entire agreement of the Parties hereto. There are no agreements or understandings between the Parties hereto relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement, and this Agreement supersedes and replaces any and all prior negotiations and agreements between the Parties hereto, whether written or oral.

d. Plaintiff and Defendants have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.

e. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made

of this Agreement, the role of the Party in drafting and preparation of the Agreement shall not be referred to in order to construe the Agreement against that Party, and that canon of contractual interpretation shall not be applied.

f. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties. This Agreement is signed freely by each Party executing it.

g. The Parties have not assigned or transferred any of their claims being released herein.

9. Consideration. The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.

10. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.

11. Agreement Binding on Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective officers, directors, joint venturers, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.

12. Applicable Law. This Agreement has been negotiated and exchanged in the State of Indiana. As such, this Agreement and all matters relating thereto shall be governed by the laws of the State of Indiana without regard to its principles of conflicts of law. In addition, in the event of any disputes arising between the Parties out of this Agreement, the Parties agree that the

exclusive venue in which all disputes shall be resolved shall be by way of an action filed in the United States District Court for the Southern District of Indiana.

13. Execution and Delivery Required – Effective Date. This instrument shall not be considered to be the Agreement (defined above) or an enforceable contract, nor shall it create any obligation whatsoever on the part of any or all of the Parties, nor shall it or any of its terms constitute an undertaking by any of the Parties unless and until the date on which counterparts of it have been signed by and exchanged amongst all Parties (via facsimile, e-mail or otherwise) (the "Effective Date"). Until the Effective Date, any Party who may already have signed and exchanged one or more counterparts of this Agreement with other Parties shall have the right to revoke such signature. On the Effective Date, this instrument shall become the Agreement and shall become a binding and enforceable contract.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures on this Agreement, or any counterpart of this Agreement, transmitted by facsimile machine or electronic mail in .pdf format shall have the same force and effect as original signatures.

15. Construction. Each of the masculine, feminine and neuter genders shall include the others. The singular shall include the plural and vice-versa.

16. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

17. Warranty of Authority. Each Party or attorney whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed and

that he or she is acting in the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement.

18. Attorneys' Fees and Costs. Plaintiff and Defendants each agree to pay their own costs, attorneys' fees and expenses incurred in connection with the Action.

19. Captions and Headings. The captions, paragraph numbers and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

20. Notices. Any notice required under this Agreement shall be in writing and shall be sent via both e-mail and either by (i) hand delivery or certified or registered mail, postage prepaid, with return receipt requested, or (ii) fax, with a conformed copy by US Mail, postage prepaid, and with such writing to be addressed to the Parties as follows:

Person To Receive Notice	**Notification Information**
Plaintiff:	Paul A. Levin Mortgage Recovery Law Group, LLP 700 North Brand Boulevard, Suite 830 Los Angeles, California 91203 Telephone: (818) 630-7901 Email: [redacted] (b)(6)
With a copy to:	Dale W. Eikenberry Wooden & McLaughlin LLP 211 North Pennsylvania Street One Indiana Square, Suite 1800 Indianapolis, IN 46204-4208 Telephone: (317) 860-5329 [redacted] (b)(6)

Person To Receive Notice	Notification Information
Defendant Lickliter:	Vicki Lickliter [redacted] (b)(6)
With a copy to:	Donald F. Foley Foley & Abbott 342 Massachusetts Ave., Ste 300 Indianapolis, IN 46204
Defendant Johns:	J. Zachary Johns [redacted] (b)(6)
With a copy to:	Cornelius J. Harrington III c/o Bullaro & Carton, P.C. 200 N. LaSalle Street, Suite 2420 Chicago, IL 60601

The above addresses may be changed by any Party as to such Party by providing the other Parties notice of any address change in the same manner as is provided above, and which change shall be effective as to any Party upon receipt of written notice from the other Party. In the event that written notice, demand, or request is made as provided in this paragraph, that writing shall be deemed to have been received by the Party to whom it was addressed on the earliest of (i) the date that the notice was hand delivered, (ii) the date the notice was sent via facsimile (so long as a facsimile transmittal confirmation sheet is contemporaneously generated by the facsimile

machine from which the transmission occurred), or (iii) three (3) days after properly addressed notice was deposited with the U.S. Postal Service, applicable postage prepaid.

21. Remedies. All Parties shall be entitled to all remedies available at law or in equity for any violation of this Agreement, including, but not limited to the remedy of specific performance.

22. Further Assurances. The Parties shall execute such other documents as may be reasonably necessary to carry out the terms and conditions of this Agreement.

23. Survival. All warranties, representations, covenants, and agreements set forth herein shall survive the Effective Date.

24. Compliance Dates. In the event that any date specified in this Agreement shall be on a Saturday, Sunday, or a nationally-declared holiday, then the date so specified shall be deemed to be the next business day following such date, and compliance by such business day hereunder shall not be deemed a default by either of the Parties under this Agreement.

25. Waiver. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition or of any later instance of the previously waived covenant or condition. The waiver by any Parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or an identical act required to be performed at a later time.

26. Jury Trial Waiver. The Parties hereby waive any and all rights that they may otherwise have to a trial by jury in any action, proceeding, claim, counterclaim or third party complaint, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.

27. Entire Agreement. This Agreement contains the complete agreement of the Parties concerning the subjects of this Agreement and supersedes all prior drafts of this Agreement and all other prior agreements, promises, acknowledgements, representations and warranties, if any, that may have been made between or among the Parties concerning that subject of this Agreement, whether in connection with the negotiation of this Agreement or otherwise. This Agreement has been the product of negotiation. The Parties have had the opportunity to obtain independent advice from counsel. Prior draft documents were prepared, exchanged and discussed by some or all of the Parties before finally reaching and entering into this Agreement. In any number of instances, words used in prior drafts may have been changed or removed from the language ultimately agreed to in this Agreement. In the event of a dispute over the meaning of any of the provisions or requirements of this Agreement, the fact that other words may have been used or deleted from earlier draft documents or provisions in such draft documents that were modified before being included herein, shall not be used to aid in the construction of the meaning and legal effect of this Agreement. This Agreement may not be modified or changed except by a written instrument executed by all of the Parties and no rights under it may be waived except by a writing signed by the waiving Party. No promises, representations, warranties, agreements or other understandings exist between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes and discharges any and all prior promises, acknowledgements, representations, warranties, agreements or other understandings that existed or may have existed between the Parties.

Dated: November 16, 2011

By: [redacted] (b)(6)

RICHARD S. GILL
Authorized on behalf of The Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B.

(b)(6)

Dated: November 22, 2011

By: [redacted]
VICKI LICKLITER, an individual

Dated: November _____, 2011

By: _____
J. ZACHARY JOHNS, an individual doing business as ZACK JOHNS APPRAISER

APPROVED AS TO FORM:

WOODEN & MCLAUGHLIN LLP

Dated: November _____, 2011

By: _____
DALE W. EIKENBERRY, attorney for Plaintiff the Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B.

FOLEY & TURNER

Dated: November 30, 2011

(b)(6)

Donald F. Foley
for Defendant Vicki Licklitter

(b)(6)

BULLARO & CARTON, P.C.

Dated: November _____, 2011

By: _____
Cornelius J. Harrington, III
for Defendant J. Zachary Johns, an individual doing business as Zack Johns Appraisal

Dated: November _____, 2011

By: _____
VICKI LICKLITER, an individual

(b)(6)

Dated: November 30, 2011

(b)(6) J. ZACHARY JOHNS, an individual doing business as ZACK JOHNS APPRAISER

APPROVED AS TO FORM:

WOODEN & MCLAUGHLIN LLP

Dated: November 22, 2011

By (b)(6)
DALE W. EIKENBERRY, attorney for Plaintiff the Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B.

FOLEY & TURNER

Dated: November _____, 2011

By: _____
Donald F. Foley
for Defendant Vicki Lickliter

BULLARO & CARTON, P.C.

(b)(6)

Dated: November 22, 2011

By
Cornelius J. Harrington, III (b)(6)
for Defendant J. Zachary Johns, an individual doing business as Zack Johns Appraisal