

STATE OF TEXAS)
)
COUNTY OF DALLAS)

RELEASE

DEFINITIONS

1. CLAIMANT – THE Federal Deposit Insurance Corporation as receiver for McINTOSH COMMERCIAL BANK its heirs, successors and assigns (“FDIC-R”).
2. DEFENDANTS – DANIEL TUCKER and TUCKER APPRAISALS, INC. and each of their past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, insurers, representatives, servants, employees, underwriters, assigns, general partners, limited partners, parent companies, subsidiaries, affiliates, member companies, predecessors and successors in interest, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
3. CHARTIS – CHARTIS, INC., and all legal entities controlling, controlled by or in common control with CHARTIS, INC., and each of their past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, insurers, representatives, servants, employees, underwriters, assigns, general partners, limited partners, parent companies, subsidiaries, affiliates, member companies, predecessors and successors in interest, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
4. ACTION – The lawsuit filed in the Superior Court of Bartow County, Georgia against DEFENDANTS, which bears/bore the Civil Action File Number 07-CV-3506.

AGREEMENT

NOW THEREFORE, CLAIMANT FDIC-R agrees and avers as follows:

That for and in consideration of the sum of EIGHTY-FIVE THOUSAND and 00/100 DOLLARS (\$85,000.00), to be received upon the exchange of the signed original of this document, CLAIMANT, by and through Maryann M. Bullion, Senior Attorney, hereby acknowledges accord, satisfaction, and settlement of any and all actions, causes of action, rights, losses, damages or claims of damage of every character whatsoever, known or unknown, arising out of the work done and/or the

appraisal report prepared by DEFENDANTS as described in the Complaint, which is the subject of the aforementioned ACTION, and any and all the damages CLAIMANT claims to have suffered as a result of the work done and/or the appraisal report prepared by DEFENDANTS.

This Release is intended to and does cover all damages or claims of damage of every character whatsoever, known or unknown, including but not limited to those relating to lost accounts, lost income/wages, loss of business/profits, business interruption, past and future expenses, compensatory damages, punitive damages, costs and expenses of the instant suit, decrease in the potential recovery amount in the instant lawsuit, decrease in the settlement amount in the instant lawsuit, and any other damage or claim of damage that CLAIMANT claims or may claim arising out of the aforementioned Action.

CLAIMANT hereby satisfies and settles the aforesaid claims and hereby satisfies, releases, and forever discharges DEFENDANTS and CHARTIS, their heirs, administrators, executors, predecessors, successors, assigns, subsidiaries, parents, affiliated entities, employees, and all of the foregoing entities' former, present, and future employees, agents, directors, officers, partners, and attorneys from any and all actions, causes of action, damages, or claims of damage of every character which CLAIMANT has or may claim to have now or in the future against DEFENDANTS and CHARTIS, their heirs, administrators, executors, predecessors, successors, assigns, subsidiaries, parents, affiliated entities, employees, and all of the foregoing entities' former, present, and future employees, agents, directors, officers, partners, and attorneys, relating to the claims asserted in the Action.

CLAIMANT understands and agrees that this settlement is in compromise of disputed claims, and that this payment is not to be construed as an admission of liability on the part of DEFENDANTS and/or CHARTIS, their heirs, administrators, executors, predecessors, successors, assigns, subsidiaries, parents, affiliated entities, employees, and all of the foregoing entities' former, present, and future employees, agents, directors, officers, partners, and attorneys, and that liability is expressly denied by them.

CLAIMANT further agrees and acknowledges it is possible that other damages or consequences of damages not now known, will develop or be developed or discovered, and this full and final release is intended to cover and include all such future damages or their effects, consequences or results, including all causes of action therefore as the result of said Incidents or events as aforesaid and that to the extent any further damage relating to the claims made in the ACTION is discovered, that by virtue of this Release, CLAIMANT is waiving and relinquishing any and all rights it may have to seek any further compensation from and/or assert claims against DEFENDANT and CHARTIS, their heirs, administrators, executors, predecessors, successors, assigns, subsidiaries, parents, affiliated entities, employees, and all of the foregoing entities' former, present, and future employees, agents, directors, officers, partners, and attorneys.

It is the specific intent of the Parties that this Agreement and Release function as a full and final resolution of all claims which any party to this Agreement and Release may have against any other party to this Agreement and Release which in any way arise from or are related to the claims made in the ACTION. All Parties hereby agree and covenant not to commence any further litigation against any other party to this Agreement and Release which in any way arises from or relates to the claims made in

the ACTION other than that which may be necessary to enforce this Agreement and Release.

All Parties to this Agreement and Release hereby agree to dismiss with prejudice any pending suits or causes of action, including the suit presently pending in the Superior Court of Bartow County Georgia, bearing Civil Action File Number 07-CV-3506.

Each of the Parties shall bear its own attorney's fees, expenses and costs arising from the actions of its own counsel in connection with the Action, this Agreement and the matters and documents referred to herein, the filing of a Dismissal with Prejudice and all related matters.

In entering into this Release, the Parties represent and warrant that they have relied upon the legal advice solely of their own attorneys, that the terms of this Agreement have been completely read and explained to them by their attorneys to the satisfaction of each party, that those terms are fully understood and voluntarily accepted, that each party possesses the rights to compromise the claims resolved by this Agreement and has not assigned or otherwise transferred those claims, that the Recitals to this Agreement are true to the best of each party's knowledge, and that each individual signing this Agreement has authority to sign for the person/entity corresponding with his/her name in the signature block of this Agreement.

CLAIMANT agrees and warrants that it is fully authorized to bring all the claims raised in the aforementioned lawsuit and likewise is authorized to execute this Release and extinguish those claims.

This release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

If any provision or provisions of this Agreement and Release shall be declared invalid or unenforceable for any reason by any court of competent jurisdiction, the parties declare that the invalid or unenforceable provisions shall be severable, and that all remaining provisions of this Agreement and Release shall remain in full force and effect. No person is or will be authorized by any of the Parties to orally modify, terminate or waive any provision of this Agreement and Release or orally to make any additional or other agreement relating to this Agreement and Release or its subject matter.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

This Agreement shall be construed without regard to any presumption or other rule requiring construction against the drafting party.

IN WITNESS WHEREOF, I have hereunto set my hand, this 22nd day of August, 2012.

(b)(6)



The Federal Deposit Insurance Corporation as
receiver for McINTOSH COMMERCIAL BANK

By: Maryann M. Bullion

Title: Senior Attorney

Sworn to and subscribed to before us
this 22ND day of August 2012.

(b)(6)


Notary Public

My Commission Expires: 07/13/2015

