

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims ("Agreement") is made and entered into this 4 day of March 2010 (the "Effective Date"), by and between the Federal Deposit Insurance Corporation, as Receiver for First National Bank of Nevada ("FDIC-R") and General Star Insurance Corp. ("General Star"), Priority Appraisal Services, Inc. ("Priority"), Bennie Robinson ("Robinson"), and Vicky Thompson ("Thompson") ("the Released Parties") (FDIC-R and the Released Parties collectively, the "Parties").

RECITALS

WHEREAS, on or about February 24, 2006 an appraisal was prepared by Priority for First National Bank of Arizona ("FNBA") on a residential property more specifically known as 1049 Lawton Street, S.W., Atlanta, Fulton County, Georgia 30310 (the "Appraisal");

WHEREAS, FNBA contended that the Appraisal was negligently performed and instituted against Priority currently styled as *FDIC-R v. Rosemarie Campbell, Heath Appraisal Service, Inc., and Priority Appraisal Services, Inc.* in the United States District Court for the Northern District of Georgia, Atlanta Division, Civil Action No. 08-cv-01777-TWT (the "Lawsuit");

WHEREAS, subsequent to the filing of the Lawsuit, FNBA merged into First National Bank of Nevada. The Federal Deposit Insurance Corporation was appointed as receiver for First National Bank of Nevada ("FNBN"), and substituted itself as a party plaintiff in the Lawsuit as successor-in-interest to FNBA;

WHEREAS, Priority and Robinson and Thompson, as employees of Priority, were insured under a policy issued by General Star;

WHEREAS, FDIC-R and the Released Parties desire to settle fully and finally all issues related to all claims that were brought or could have been brought by and between the Parties in the Lawsuit, arising out the ownership of Priority Appraisal Services, Inc., or related to any acts or omissions of Bennie Robinson, Vicky Thompson or Priority Appraisal Services, Inc.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid additional and/or unnecessary litigation before any other state or federal court or tribunal, it is hereby agreed by and between the Parties as follows:

1. **Recitals.** The preamble and recitals are hereby incorporated into this Agreement.
2. **Payments.** Upon execution of this Agreement, the Released Parties will pay to FDIC-R the following:

(a) A cashier's check or other certified funds in the amount of \$25,000.00 (twenty five thousand dollars and zero cents), representing settlement proceeds from the Lawsuit, made payable to First National Bank of Nevada, c/o FDIC as Receiver;

(b) The payment under Paragraph 2(a) of this Agreement will be sent to FDIC-R'S counsel, Tamara M. Woodard, Schiff Hardin LLP, 1201 W. Peachtree Street, N.E., Suite 2300, Atlanta, Georgia 30309;

(c) The Released Parties shall make the payment under Paragraph 2(a) within ten (10) business days of the date upon which the Released Parties receive a signed copy of this Agreement.

3. **Dismissal Of All Actions.** Within ten (10) days of receipt of the payment identified in 2(a), FDIC-R shall immediately take all action to obtain dismissal of all legal actions and proceedings against Priority, with prejudice. The Parties represent and warrant that they have filed no claims and know of no claims filed in court or in any other forum between these parties pertaining to the subject matter of this Agreement, and, in the event that any such claims do exist, the parties agree to immediately withdraw and dismiss them with prejudice.

4. **Resolution Of All Claims.**

4.1. **Resolution.** The Parties knowingly and voluntarily release and forever discharge each other, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, that either Party may have against the other as of the date of execution of this Settle Agreement and Release of All Claims; from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever which either Party may have had, may now have, may claim to have, or may hereafter have or claim to have in any way arising out of or related to any act or omission of the Parties, their agents, or any act or omission of Robinson, Thompson, Priority, or any other allegations raised or which could have been raised in the Lawsuit.

4.2. **Exceptions.** Notwithstanding any other provision, by this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

(a) against General Star, Priority, Robinson, or Thompson or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, other financial institutions, or any other person or entity, and

(b) against any person or entity not expressly released in this Agreement.

5. **Releases.** As of the date of this Agreement:

5.1. **Release by FDIC-R.** The FDIC-R releases the Released Parties, their respective agents, employees, attorneys, successors and assigns from all possible claims, rights, interests, actions, causes of action, damages, demands, costs, expenses, and liabilities

whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, which FDIC-R may now or hereafter have against any or each of the Released Parties relating to, asserted in, arising out of, or otherwise associated with the Lawsuit, including but not limited to any and all claims the FDIC-R has or may have against any of the Released Parties in any capacity arising out of or in any manner related to the performance of the Appraisal; or any other claim asserted in the Lawsuit or which could have been asserted in the Lawsuit.

5.2 **Release by Released Parties.** Released Parties release FDIC-R, First National Bank of Arizona, and the Federal Deposit Insurance Corporation, and their respective agents, employees, attorneys, successors and assigns (collectively, the "FDIC Parties") from all possible claims, rights, interests, actions, causes of action, damages, demands, costs, expenses, and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, which the Released Parties may now or hereafter have against any or each of the FDIC Parties relating to, asserted in, arising out of or otherwise associated with the Lawsuit; or any other claim asserted in the Lawsuit or which could have been asserted in the Lawsuit.

6. **Exclusions.** Excluded from this Agreement are any claims that cannot be waived under law.

7. **No Admission Of Liability.** It is understood and agreed that this Release is not and shall not be construed to be an admission of liability on the part of any of the Parties. Specifically, it is understood that the Released Parties have contested certain allegations made in the Lawsuit and deny liability; and that by and through the settlement of the Lawsuit, the Parties are not admitting liability, but rather that settlement has been made to avoid the uncertainties and costs of litigation.

8. **Covenant Not To Sue.** The Parties promise never to sue each other in any forum for any reason covered by this Agreement, including but not limited to claims, laws or theories covered by the complete release contained in paragraph 5 of this Agreement.

9. **Acknowledgments.** The Parties acknowledge and agree as follows:

- (a) Neither has assigned or otherwise transferred to any party any claim that is being released pursuant to this Agreement;
- (b) Neither has filed any complaint, charge or demand against the other involving any events up to and including the date of this Agreement, with the exception of those actions stated above;
- (c) Each Party shall be responsible for its own legal fees, costs and expenses; and
- (d) The Parties further agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be

necessary or appropriate to give full force and effect to the terms and intent of this Release.

10. **Entire Agreement.** This Agreement embodies the final and complete understanding of the parties hereto relating to the subject matter hereof. The Parties hereto acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein, shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto. This Agreement supersedes and replaces all prior and all contemporaneous negotiations, representations, promises and agreements between the Parties, whether written or oral.

11. **Amendments.** Except as otherwise expressly provided in this Agreement, no amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in a writing duly executed by all of the parties hereto, which writing shall reference this Agreement. Any waiver by any party or consent by any party to any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any other provision or as a consent with respect to any similar instance or circumstance.

12. **Construction of Agreement.** The Parties agree that this Agreement has been negotiated by the parties through their respective counsel, and thus the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement

13. **Governing Law.** This Agreement, the rights and obligations of the Parties, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding the choice of law rules thereof.

14. **Severability.** Should any provision of this Agreement be declared illegal or unenforceable by any Court of competent jurisdiction, and cannot be modified to be enforceable, excluding the General Release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, none of which need contain the signatures of all parties hereto and each of which shall be deemed an original. The headings provided herein are solely for the convenience of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

PRIORITY APPRAISAL SERVICES, INC.:

By: Priority Appraisal Services, Inc.

By: _____
Name: _____
Title: _____

GENERAL STAR INSURANCE COMPANY:

General Star Insurance Company

By: _____
Name: Paul Craschel
Title: Vice President

BENNIE ROBINSON:

By: _____

VICKY THOMPSON:

By: _____

FDIC-R:

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for First National
Bank of Nevada

By: _____
Name: _____
Title: _____

(b)(6)

CH2000710.1
CH200725000.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

(b)(6)

PRIORITY APPRAISAL SERVICES, INC.:

By: Priority Appraisal Services, Inc. (b)(6)

By: _____
Name: Priority Appraisal Services, Inc
Title: President

GENERAL STAR INSURANCE COMPANY:

General Star Insurance Company

By: _____
Name: _____
Title: _____

BENNIE ROBINSON:

By: Bennie Robinson

VICKY THOMPSON:

(b)(6)
By: (b)(6)

FDIC-R:

(b)(6)
FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for First National Bank of Nevada

By: _____
Name: _____
Title: _____

CH21308710.1
CH21325089.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

PRIORITY APPRAISAL SERVICES, INC.:

By: Priority Appraisal Services, Inc.

By: _____
Name: _____
Title: _____

GENERAL STAR INSURANCE COMPANY:

General Star Insurance Company

By: _____
Name: _____
Title: _____

BENNIE ROBINSON:

By: _____

VICKY THOMPSON:

By: _____

FDIC-R:

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for First National
Bank of Nevada

By: 
Name: Christine Spang
Title: Resolution & Change Mgr.

(b)(6)



LIMS M



SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims ("Agreement") is made and entered into this 17 day of March, 2010 (the "Effective Date"), by and between the Federal Deposit Insurance Corporation, as Receiver for First National Bank of Nevada ("FDIC-R") and Rosemarie Campbell ("Campbell") ("the Released Party") (FDIC-R and the Released Party collectively, the "Parties").

RECITALS

WHEREAS, on or about April 24, 2006, First National Bank of Arizona ("FNBA") made a loan to Campbell in the original principal amount of \$236,250, ("Campbell Loan"), which was secured by real estate and improvements to residential property more specifically known as 1049 Lawton Street, S.W., Atlanta, Fulton County, Georgia 30310 (the "Property")

WHEREAS, FNBA contended that Campbell misrepresented her income and debt, which caused FNBA to make the Campbell Loan, in a lawsuit currently styled as *FDIC-R v. Rosemarie Campbell, Heath Appraisal Service, Inc., and Priority Appraisal Services, Inc.* in the United States District Court for the Northern District of Georgia, Atlanta Division, Civil Action No. 08-cv-01777-TWT (the "Lawsuit");

WHEREAS, Campbell denied and continues to deny any and all allegations set forth in the lawsuit.

WHEREAS, subsequent to the filing of the Lawsuit, FNBA merged into First National Bank of Nevada. The Federal Deposit Insurance Corporation was appointed as receiver for First National Bank of Nevada ("FNBN"), and substituted itself as a party plaintiff in the Lawsuit as successor-in-interest to FNBA;

WHEREAS, FDIC-R and the Released Party desire to settle fully and finally all issues related to all claims that were brought or could have been brought by and between the Parties in the Lawsuit, arising out of the ownership of the Property or related to the Campbell Loan or any acts or omissions of Campbell.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid additional and/or unnecessary litigation before any other state or federal court or tribunal, it is hereby agreed by and between the Parties as follows:

1. **Recitals.** The preamble and recitals are hereby incorporated into this Agreement.
2. **Payments.** Upon execution of this Agreement, the Released Party will pay to FDIC-R the following:

(a) A check drawn on the escrow account of Jones Martin, LLC in the amount of \$250.00 (two hundred fifty dollars and zero cents), representing settlement proceeds from the Lawsuit, made payable to Schiff Hardin LLP;

(b) The payment under Paragraph 2(a) of this Agreement will be sent to FDIC-R'S counsel, Tamera M. Woodard, Schiff Hardin LLP, 1201 W. Peachtree Street, N.E., Suite 2300, Atlanta, Georgia 30309;

(c) The Released Party shall make the payment under Paragraph 2(a) within ten (10) business days of the date upon which the Released Party received a signed copy of this Agreement.

3. **Dismissal Of All Actions.** Within ten (10) days of receipt of the payment identified in 2(a), FDIC-R shall immediately take all action to obtain dismissal of all legal actions and proceedings against Campbell with prejudice. The Parties represent and warrant that they have filed no claims and know of no claims filed in court or in any other forum between these parties pertaining to the subject matter of this Agreement, and, in the event that any such claims do exist, the parties agree to immediately withdraw and dismiss them with prejudice.

4. **Resolution Of All Claims.**

4.1. **Resolution.** The Parties knowingly and voluntarily release and forever discharge each other, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, that either Party may have against the other as of the date of execution of this Settle Agreement and Release of All Claims; from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever which either Party may have had, may now have, may claim to have, or may hereafter have or claim to have in any way arising out of or related to any act or omission of the Parties, their agents, or any other allegations raised or which could have been raised in the Lawsuit.

4.2. **Exceptions.** Notwithstanding any other provision, by this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

(a) against Campbell or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, other financial institutions, or any other person or entity with the exception of the Campbell Loan; and

(b) against any person or entity not expressly released in this Agreement.

5. **Releases.** As of the date of this Agreement:

5.1. **Release by FDIC-R.** The FDIC-R releases the Released Party, her respective agents, employees, attorneys, successors and assigns from all possible claims, rights, interests, actions, causes of action, damages, demands, costs, expenses, and liabilities

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

ROSEMARIE CAMPBELL:

By:

[Redacted signature box]

FDIC-R:

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for First National
Bank of Nevada

By: _____

Name: _____

Title: _____

(b)(6)

CFE2\8340244.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

ROSEMARIE CAMPBELL:

By: _____

FDIC-R:

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for First National
Bank of Nevada

By: _____ (b)(6)
Name: Christina J. Meyer
Title: Assistant Vice President

CH28414152.1

received
4/9/10

LIMS N []
DIF / Mortgage Fraud

ENTERED
4/9/10

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims ("Agreement") is made and entered into this 17 day of March 2010 (the "Effective Date"), by and between the Federal Deposit Insurance Corporation, as Receiver for First National Bank of Nevada ("FDIC-R") and Heath Appraisal Service, Inc. ("Heath Appraisal"), and James Heath ("Heath") ("the Released Parties") (FDIC-R and the Released Parties collectively, the "Parties").

RECITALS

WHEREAS, on or about February 24, 2006 an appraisal report was prepared by Heath Appraisal for First National Bank of Arizona ("FNBA") on a residential property more specifically known as 1049 Lawton Street, S.W., Atlanta, Fulton County, Georgia 30310 (the "Appraisal");

WHEREAS, FNBA contended that the Appraisal was negligently performed and instituted against Heath Appraisal a lawsuit currently styled as *FDIC-R v. Rosemarie Campbell, Heath Appraisal Service, Inc., and Priority Appraisal Services, Inc.* in the United States District Court for the Northern District of Georgia, Atlanta Division, Civil Action No. 08-cv-01777-TWT (the "Lawsuit");

WHEREAS, subsequent to the filing of the Lawsuit, FNBA merged into First National Bank of Nevada. The Federal Deposit Insurance Corporation was appointed as receiver for First National Bank of Nevada ("FNBN"), and substituted itself as a party plaintiff in the Lawsuit as successor-in-interest to FNBA;

WHEREAS, FDIC-R and the Released Parties desire to settle fully and finally all issues related to all claims that were brought or could have been brought by and between the Parties in the Lawsuit, arising out of the Appraisal or related to any acts or omissions of James Heath or Heath Appraisal.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid additional and/or unnecessary litigation before any other state or federal court or tribunal, it is hereby agreed by and between the Parties as follows:

1. **Recitals.** The preamble and recitals are hereby incorporated into this Agreement.
2. **Payments.** Upon execution of this Agreement, the Released Parties will pay to FDIC-R the following:
 - (a) A check in the amount of \$15,000.00 (fifteen thousand dollars and zero cents), representing settlement proceeds from the Lawsuit, made payable to First National Bank of Nevada, c/o FDIC as Receiver;

(b) The payment under Paragraph 2(a) of this Agreement will be sent to FDIC-R's counsel, Tamera M. Woodard, Schiff Hardin LLP, 1201 W. Peachtree Street, N.E., Suite 2300, Atlanta, Georgia 30309;

(c) The Released Parties will make the payment under Paragraph 2(a) within ten (10) business days of the date upon which the Released Parties receive a signed copy of this Agreement.

3. **Dismissal Of All Actions.** Within ten (10) days of receipt of the payment identified in 2(a), FDIC-R will immediately take all action to obtain dismissal of all legal actions and proceedings against Heath Appraisal with prejudice. The Parties represent and warrant that they have filed no claims and know of no claims filed in court or in any other forum between these parties pertaining to the subject matter of this Agreement, and, if any such claims do exist, the parties agree to immediately withdraw and dismiss them with prejudice.

4. **Resolution Of All Claims.**

4.1. **Resolution.** The Parties knowingly and voluntarily release and forever discharge each other, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, that either Party may have against the other as of the date of execution of this Settle Agreement and Release of All Claims and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever which either Party may have had, may now have, may claim to have, or may hereafter have or claim to have in any way arising out of or related to any act or omission of the Parties, their agents, or any act or omission of Heath or Heath Appraisal, or any other allegations raised or which could have been raised in the Lawsuit.

4.2. **Exceptions.** Notwithstanding any other provision, by this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

(a) against Heath or Heath Appraisal or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, other financial institutions, or any other person or entity, and

(b) against any person or entity not expressly released in this Agreement.

5. **Releases.** As of the date of this Agreement:

5.1. **Release by FDIC-R.** The FDIC-R releases the Released Parties, their respective agents, employees, attorneys, successors and assigns from all possible claims, rights, interests, actions, causes of action, damages, demands, costs, expenses, and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, which FDIC-R may now or hereafter have against any or each of the Released Parties relating to, asserted in, arising out of, or otherwise associated with the Lawsuit, including but not limited to any and all claims the FDIC-R has or may have

against any of the Released Parties in any capacity arising out of or in any manner related to the performance of the Appraisal; or any other claim asserted in the Lawsuit or which could have been asserted in the Lawsuit.

5.2 **Release by Released Parties.** Released Parties release FDIC-R, First National Bank of Arizona, First National Bank of Nevada, and the Federal Deposit Insurance Corporation, and their respective agents, employees, attorneys, successors and assigns (collectively, the "FDIC Parties") from all possible claims, rights, interests, actions, causes of action, damages, demands, costs, expenses, and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, which the Released Parties may now or hereafter have against any or each of the FDIC Parties relating to, asserted in, arising out of or otherwise associated with the Lawsuit; or any other claim asserted in the Lawsuit or which could have been asserted in the Lawsuit.

6. **Exclusions.** Excluded from this Agreement are any claims that cannot be waived under law.

7. **No Admission Of Liability.** It is understood and agreed that this Release is not and will not be construed to be an admission of liability on the part of any of the Parties. Specifically, it is understood that the Released Parties have contested certain allegations made in the Lawsuit and deny liability; and that by and through the settlement of the Lawsuit, the Parties are not admitting liability, but rather that settlement has been made to avoid the uncertainties and costs of litigation.

8. **Covenant Not To Sue.** The Parties promise never to sue each other in any forum for any reason covered by this Agreement, including but not limited to claims, laws or theories covered by the complete release contained in paragraph 5 of this Agreement.

9. **Acknowledgments.** The Parties acknowledge and agree as follows:

- (a) Neither has assigned or otherwise transferred to any party any claim that is being released pursuant to this Agreement;
- (b) Neither has filed any complaint, charge or demand against the other involving any events up to and including the date of this Agreement, with the exception of those actions stated above;
- (c) Each Party will be responsible for its own legal fees, costs and expenses;
and
- (d) The Parties further agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

10. **Entire Agreement.** This Agreement embodies the final and complete understanding of the parties hereto relating to the subject matter hereof. The Parties hereto acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein, will not be considered in any way in the interpretation and application of this Agreement and will not in any way affect the rights and obligations of the parties hereto. This Agreement supersedes and replaces all prior and all contemporaneous negotiations, representations, promises and agreements between the Parties, whether written or oral.

11. **Amendments.** Except as otherwise expressly provided in this Agreement, no amendment, modification, or discharge of this Agreement will be valid or binding unless set forth in a writing duly executed by all of the parties hereto, which writing must reference this Agreement. Any waiver by any party or consent by any party to any variation from any provision of this Agreement will be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent will not be construed as a waiver of any other provision or as a consent with respect to any similar instance or circumstance.

12. **Construction of Agreement.** The Parties agree that this Agreement has been negotiated by the parties through their respective counsel, and thus the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement

13. **Governing Law.** This Agreement, the rights and obligations of the Parties, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding the choice of law rules thereof.

14. **Severability.** If any provision of this Agreement be declared illegal or unenforceable by any Court of competent jurisdiction, and cannot be modified to be enforceable, excluding the General Release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, none of which need contain the signatures of all parties hereto and each of which will be deemed an original. The headings provided herein are solely for the convenience of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

HEATH APPRAISAL SERVICE, INC.:

By: Heath Appraisal Services, Inc.

By: _____
Name: _____
Title: _____

JAMES HEATH:

FDIC-R:

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for First National
Bank of Nevada

By: _____
Name: Carl J. Spang
Title: Resolution & Closing Manager

(b)(6)

CH2\8340244.1
CH2\8341150.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth on the cover page of this Agreement.

HEATH APPRAISAL SERVICE, INC.:

By: Heath Appraisal Services, Inc.

By: James Heath

Name: (b)(6)

Title: Owner/Appraiser

JAMES HEATH:

(b)(6)

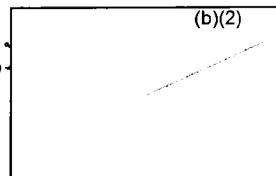
FDIC-R:

FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for First National
Bank of Nevada

By: _____
Name: _____
Title: _____

CH2\8340244.1
CH2\8341150.1

LIMS



SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT ("the Agreement") is made and entered into as of May 18, 2010, by and between Chicago Title Company and Chicago Title Insurance Company on the one hand (hereinafter jointly referred to as "CHICAGO TITLE") and Federal Deposit Insurance Corporation as Receiver for First National Bank of Nevada, successor by merger with First National Bank of Arizona (hereinafter referred to as the "FDIC") with reference to the following facts and circumstances:

RECITALS

A. WHEREAS, Delorna Daniels purchased a subleasehold estate in a Residential Condominium unit commonly known as 4314 Marina City Drive, #230, Marina Del Rey, California 90292 (hereinafter referred to as "Subject Property") in March 2007 for \$875,000.00; and

B. WHEREAS the full purchase price was funded by two loans made by First National Bank of Arizona, secured by what was intended to be a 1st and 2nd Deed of Trust on the Subject Property which Deeds of Trust were the subject of title insurance policies issued by Chicago Title Insurance Company at the request of its agent, Chicago Title Company, and which Deeds of Trust were also the subject of a Closing Protection Letter issued by Chicago Title Insurance Company to First National Bank of Arizona; and

C. WHEREAS title was at the time of the purchase by Daniels subject to a Deed of Trust held by the Homeowners' Association ("the H.O.A. Deed of Trust") which secured payments due it under the leasehold, which Deed of Trust was in default; and

D. WHEREAS the H.O.A. Deed of Trust was foreclosed upon after First National Bank of Arizona made its loans to Daniels and title to the Subject Property was conveyed to a third party purchaser; and

E. WHEREAS the foreclosure of the H.O.A. Deed of Trust eliminated the interests of Delorna Daniels and of First National Bank of Arizona in the Subject Property; and

F. WHEREAS First National Bank of Arizona filed a claim with Chicago Title Insurance Company under its title insurance policies; and

G. WHEREAS said foreclosure sale generated a surplus of funds which the trustee under the H.O.A. Deed of Trust interpleaded with the court in another action; and

H. WHEREAS that interpleader was resolved with the Federal Deposit Insurance Corporation as Receiver for First National Bank of Nevada, successor by merger with First National Bank of Arizona being paid the sum of \$238,028.17; and

I. WHEREAS First National Bank of Arizona and First National Bank of Nevada (now the FDIC as Receiver for First National Bank of Nevada, successor by merger with First National Bank of Arizona) filed suit on February 14, 2008 in Los Angeles Superior Court, Case Number BC385477 and subsequently filed an Amended Complaint and a 2nd Amended Complaint against, among others, CHICAGO TITLE, seeking damages for breach of contract and negligence (hereinafter "the Action") in excess of \$875,000.00; and

J. WHEREAS, the parties agreed to settle this matter at a Mediation which took place on May 18, 2010.

TERMS OF AGREEMENT

In consideration of the mutual covenants, the promises herein contained, and the foregoing recitals, FDIC and CHICAGO TITLE agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference.

2. **Settlement of Action.**

A. Chicago Title Ins. Co. will pay \$499,900 to FDIC. Payment shall be made within 14 days after execution of this agreement by wire transfer to the FDIC as receiver for First National Bank of Nevada pursuant to wire transfer instructions to be provided

B. Within 5 business days of the receipt of the above payment by Law Offices of Alan I. White, attorneys for FDIC, the FDIC will file a request for dismissal with prejudice of the action as to both Chicago Title Company and Chicago Title Insurance Company, and a dismissal without prejudice as to the remaining parties in the action.

C. Except as otherwise provided for herein, both sides will bear their own attorney's fees and costs.

3. Excepting only their respective rights to enforce the terms of this Agreement, and subject only to the conditions stated in Paragraph 2 hereof, FDIC and CHICAGO TITLE fully and forever release and discharge each other, and their respective assignees, subsidiaries, transferees, predecessor and successors in interest, employees, servants, agents, representatives, officers, directors, and parent corporations, from and against all actions, proceedings, causes of action, claims for relief, bad faith, demands, rights, titles, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees), obligations, liabilities and other claims of every nature whatsoever (collectively "Claims") arising from or otherwise relating in any way to (a) the Action, including all matters alleged in any complaints, cross-claims, counterclaims and any other pleadings therein, and/or the conduct of the litigation or any proceedings occurring therein, and/or (b) any claims made or asserted, known or suspected as of the date of this Agreement, by, to or involving any of the

undersigned parties relating to any or all of the foregoing, whether delineated therein or not, at issue in the Action.

4. Binding Effect. The releases in this Agreement shall be binding upon, extend to and inure to the benefit of the undersigned parties, and any and all of their respective past, present, and future agents, employees, relatives, officers, directors, shareholders, servants, heirs, beneficiaries, devisees, independent contractors, partners, successors, predecessors, assignors, assignees, transferors, transferees, guarantors, sureties, insurers, attorneys' investigators, accountants, joint venturers and other representatives, and any and all other persons and entities acting or purporting to act on their respective behalves, and any and all firms, corporations, associations, partnerships and other entities affiliated with, controlled by or otherwise related to any of the undersigned parties.

5. Parties in Interest. Except as expressly stated in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer third-party beneficiary status or to confer otherwise any rights or remedies on any person or entity (hereinafter collectively "third party"), other than the undersigned parties and their predecessors, successors, assigns, affiliates and representatives as described in Paragraph 4 hereof. Nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any undersigned party to this Agreement. Nor shall any provision hereof afford any third party any right of subrogation, indemnity, contribution, set-off or action over against any party to this Agreement.

6. No Other Proceedings. The undersigned parties hereby represent and warrant to each other that other than the Action specified herein, none of the undersigned parties will or has initiated, or will be or has been a party to or has any knowledge of any actions, investigations or proceedings, whether judicial, governmental or administrative, involving the subject matter of this Agreement.

7. Compromise. This Agreement is a compromise of disputed claims and shall not be construed or deemed to be an admission of liability or wrongdoing by any party to any other party. The undersigned parties further expressly agree that nothing in this Agreement shall be construed as an admission or acceptance of the validity of any of the claims, causes of action or contentions made by any party in the course of the referenced Action, including those set forth in any pleadings in said litigation. This settlement has been made to avoid the expense, inconvenience and burden of trial and of further litigation proceedings, and so that the parties can resolve their disputes and business relations in a mutually agreeable manner rather than through court adjudication.

8. Full Authority. Each of the parties to this Agreement hereby represents, covenants and warrants that said party, and the signatory of said party, has the full right, power and authority to execute this Agreement on behalf of said party, and to execute any and all documents as may be necessary to effectuate the terms of this Agreement, and that neither party, nor any signatory for said party has sold, assigned, transferred, conveyed, hypothecated, encumbered or otherwise disposed of any rights, titles, interests, causes of action or other claims which said party may have or have had in relation to the transactions or other matters described in this Agreement or which are related in any way to the Action.

9. Informed Consent. Each undersigned party hereby declares that said party has received sufficient information, either through said party's own legal counsel or other sources of said party's own selection, so as to be able to make an intelligent and informed judgment whether to enter into this Agreement. Each undersigned party further states that each has read this Agreement in its entirety prior to executing this document, and that each has executed this Agreement voluntarily, with competence and capacity to contract and with knowledge of the terms, significance and legal effect of this Agreement. By executing this Agreement, it is understood by each party that substantial rights may be compromised and/or waived in their entirety.

10. Attorneys' Fees. If any action, motion or proceeding at law or in equity is instituted to enforce or interpret the terms of this Agreement, the undersigned parties agree that the prevailing party or parties therein shall be entitled to an award of reasonable attorneys' fees, costs, and necessary disbursements, as determined by a court of competent jurisdiction, in addition to any other relief to which said party or parties may be entitled.

11. Further Assurances. The undersigned parties each agree to execute all documents and perform all acts necessary or appropriate to effectuate the performance of the terms of this Agreement.

12. Severability and Gender. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected. The masculine, as used herein, includes the neuter and feminine. The plural includes the singular, including the references to "*parties*". The term "*parties*" used herein encompasses each and all persons and entities described herein.

13. Complete Instrument. This Agreement contains the complete understanding made between or among the parties with respect to the Action and any other claims being settled and released by this Agreement. This Agreement cannot be amended or modified in any manner except by a writing executed by each of the undersigned parties or by their valid successor(s). All undersigned parties agree and acknowledge that no representations, warranties, covenants, assurances or other promises not specifically set forth in this Agreement have been made by any party in connection with the subject matter of this Agreement. Nor is any party relying on any such conduct in entering into this Agreement. Any negotiations or other communications between the parties relating to the subject matter of this Agreement are superseded by this document and of no force or effect. This Agreement has been negotiated and prepared by and for all undersigned parties equally and shall not be construed as having been drafted by any particular party or parties.

14. Counterparts. This Agreement may be signed in counterparts, and each counterpart shall have the same force and effect as though the signatures were contained in a single document.

15. Applicable Law. This Agreement is made under and shall be interpreted and enforced by the laws of the State of California.

16. Waiver of Civil Code Section 1542. To the extent of and with respect to the foregoing releases of claims, the undersigned parties, and each of them, expressly waive and relinquish any and all rights and benefits conferred on them by California Civil Code Section 1542 and any similar enactment of, or other such rights afforded by, the State of California, the United States or any other state territory of the United States. Section 1542 of the California Civil Code states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The undersigned parties, and each of them, hereby further acknowledge that the effect and import of California Civil Code Section 1542, and their foregoing waiver and relinquishment of rights, are understood by them and made voluntarily. The undersigned parties each further acknowledge that if they, or any of them, hereafter discover facts different than or in addition to those that they, or any of them, now know or believe to be true, that said release shall be given full force and effect according to each and all of their express terms and conditions, notwithstanding such different or additional facts. The discovery of such different facts shall not in any way alter or affect the releases contained herein.

17. This paragraph has been intentionally omitted.

18. Facsimile. A facsimile of this Agreement may be signed and shall have the same force and effect as though the signatures were contained on the original document.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date and year first above written.

Federal Deposit Insurance Corporation as Receiver for
First National Bank of Nevada, successor by merger
with First National Bank of Arizona

By: *Resolutions & Claims Dept*

Chicago Title Insurance Company

By: _____

Chicago Title Company

By: _____

APPROVED AS TO FORM AND CONTENT:

Michael J. Gilligan
Attorney for Chicago Title Insurance Company and
Chicago Title Company

Law Offices of Alan I. White

By: _____
Alan I White
Attorney for Federal Deposit Insurance Corporation as Receiver for First National Bank of
Nevada, successor by merger with First National Bank of Arizona

Chicago Title Insurance Company

[Redacted signature box]

By: DANIEL K. HAMPTON, SR. LITIGATION COUNSEL

Chicago Title Company

[Redacted signature box]

By: DANIEL K. HAMPTON, SR. LITIGATION COUNSEL

APPROVED AS TO FORM AND CONTENT:

[Redacted signature box]

Michael J. Gilligan
Attorney for Chicago Title Insurance Company and
Chicago Title Company

Law Offices of Alan I. White

By: _____
Alan I. White
Attorney for Federal Deposit Insurance Corporation, as
Receiver for First National Bank of Arizona