

## RELEASE AGREEMENT

THIS RELEASE AGREEMENT, dated August 20, 2010, (the "Release") is given

BY: the Releasor, **FEDERAL DEPOSIT INSURANCE CORPORATION as receiver for FIRST NATIONAL BANK OF NEVADA as successor in interest to the FIRST NATIONAL BANK OF ARIZONA, its officers, directors, employees and/or shareholders, attorneys, insurers, agents, principals, and their respective predecessors, successors and assigns,**

referred to as "Releasor"

TO: the Releasees, **CROSSTATE TITLE AGENCY, INC. and MARIA GARGANO, their officers, directors, employees and/or shareholders, attorneys, insurers, agents, principals, and each of these entities' respective predecessors, successors and assigns,**

referred to as "Releasees"

1. **Release.** Releasor hereby releases and gives up any and all claims or rights that Releasor may have against Releasees, including, but not limited to, any and all claims for damages and/or for counsel fees, relating to or arising out of the matters at issue in the action captioned **First National State Bank of Arizona v. Majestic Home Mortgage, L.L.C., Cross State Title Agency, et al., Civil Action No. 02-2935 (SRC)**, filed in the United States District Court for the District of New Jersey (the "Litigation"). This Release applies to all claims or rights relating to the Litigation including those of which I am not aware and those not mentioned in this Release and including, but not limited to, any and all claims which were asserted, or could have been asserted, in the Litigation.
2. **Payment.** Releasor has been paid or caused to be paid a total of \$50,000.00 in consideration for making this Release. Releasor agrees that Releasor will not seek anything further from Releasees whatsoever, including, but not limited to, any other payment.
3. **Who is Bound.** Releasor is bound by this Release. Anyone who succeeds to Releasor's rights and responsibilities is also bound. This Release is made for Releasees' benefit and all who succeed to Releasees' rights and responsibilities.
4. **No Admission.** This Release does not in any way constitute an admission of fault or culpability on the part of any party to this Release as to any claims or as to any fact or legal theory which has been set forth in the pleadings or other documents filed in connection with the Litigation.
5. **Signatures.** Releasor understands and agrees to the terms of this Release. If this Release is made by a corporation, its proper corporate officer's sign and its corporate seal is affixed. This Release may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall

together constitute both one and the same. Facsimile or scanned copies of this Release, including signatures thereon, shall be deemed to have the same force and effect as the original.

Witnessed or Attested by:

**FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for FIRST NATIONAL BANK OF NEVADA as successor in interest to the FIRST NATIONAL BANK OF ARIZONA**

(b)(6)

Dated: 8-20-10

By:



STATE OF TEXAS )  
 ) SS.  
COUNTY OF DALLAS )

BE IT REMEMBERED, that on this 20<sup>th</sup> day of August, 2010 before me, the subscriber, personally appeared J. Scott Taylor who, I am satisfied, is the person who signed the within instrument as Attorney-in-fact of FDIC as Receiver for FIRST NATIONAL BANK OF NEVADA as successor in interest to the FIRST NATIONAL BANK OF ARIZONA, the corporation named therein and this person thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed and delivered by this person as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

(b)(6)



Notary Public  
My Commission Expires:

