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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)

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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

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