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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter "Settlement Agreement") is entered by: (1) the Federal Deposit Insurance Corporation as Receiver for Integrity Bank of Alpharetta, Georgia ("FDIC-R"), (2) Andersen, Tate & Carr, P.C., ("ATC"), and (3) Chicago Title Insurance Company ("Chicago Title") (collectively, "Parties"), all of whom agree as follows:

**RECITALS**

WHEREAS ATC closed a loan from Integrity Bank to Southern Lumber II, LLC on November 19, 2007 ("the Closing"), the proceeds of which were to be used for (i) partial satisfaction of a previous loan from Colonial Bank to Southern Lumber II, LLC, and (ii) development of a residential subdivision known as Bellah Landing in Henry, County, Georgia; and

WHEREAS Chicago Title issued a Lender's title insurance policy to Integrity Bank ("Title Policy") in connection with the Closing; and

WHEREAS the FDIC-R was appointed as Receiver of Integrity Bank following the bank's failure in August 2008; and

WHEREAS the FDIC-R filed a lawsuit against ATC and Chicago Title arising from the Closing and Title Policy, styled Federal Deposit Insurance Corporation, in its Capacity as Receiver for Integrity Bank of Alpharetta, Georgia v. Andersen, Tate & Carr, P.C., and Chicago Title Insurance Company, 1:10-CV-3383, N.D.Ga ("Lawsuit"); and

WHEREAS the FDIC-R alleges in the Lawsuit that in connection with the Closing, ATC negligently failed to ensure Integrity Bank received a first priority security interest in approximately 57 acres of green space ("Green Space") within Bellah Landing; and

WHEREAS the FDIC-R also alleges in the Lawsuit that Chicago Title is liable under the Title Policy for losses sustained by Integrity Bank as a result of its failure to receive a first priority security interest in the Green Space; and

WHEREAS the Parties deny any liability towards one another and deny any negligence, breach, or wrongdoing; and

WHEREAS the Parties wish to settle the claims in the Lawsuit without the expense and inconvenience of further litigation;

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Settlement Agreement and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

1. **Payment by ATC.** On behalf of ATC and Chicago Title jointly, ATC shall pay or cause to be paid, on or before April 30, 2012, the sum of Two Hundred and Forty Thousand Dollars (\$240,000.00) to the FDIC-R, by way of check made payable to "FDIC, as Receiver of Integrity Bank" with the following information printed clearly on the face of the check or on the attached check stub: "Integrity Bank FIN [redacted] LIMS [redacted], said check to be delivered to Steven C. Morrison, Counsel, 7777 Baymeadows Way West, Ste. 551L, Jacksonville, FL 32256. Within 14 days after the FDIC-R receives the settlement payment, the FDIC-R shall file a notice dismissing the Lawsuit against ATC and Chicago Title with prejudice.

2. **Warranties by FDIC-R; Condition of Settlement** As a material inducement for ATC and Chicago Title to enter this Settlement Agreement, the FDIC-R represents, warrants, and avers that (i) the FDIC-R has not transferred or assigned to any person or entity any claim

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that has been or could have been asserted by FDIC-R in this Lawsuit and (ii) the FDIC-R is the owner of the claims released in this Settlement Agreement.

The Parties agree that this Agreement is conditioned upon RES-GA, LLC (current owner of the Security Deed securing Integrity Bank's loan to Southern Lumber II, LLC) granting a full release of any past, present, or future claims pertaining to the Green Space.

**3. Releases.** In consideration of the above-referenced payment to the FDIC-R, by or on behalf of ATC and Chicago Title jointly, the FDIC-R (on behalf of itself and Integrity Bank, and any of their successors, assigns, or anyone acting by or through them) hereby forever fully and finally releases, acquits and discharges: ATC and Chicago Title, along with ATC's and Chicago Title's partners, shareholders, directors, officers, predecessors, successors, parents, subsidiaries, affiliates, agents, attorneys, employees, and insurers (including Travelers Insurance and any of its affiliates) from any and all claims, liabilities, demands, actions, causes of action or any other rights or asserted rights to the payment of money or the performance of any obligation (whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, known or unknown, express or implied, legal or equitable) that arise from or relate to any claim asserted, or that could have been asserted, in the Lawsuit.

In consideration of the releases granted by FDIC-R herein, ATC, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and insurers, and their successors and assigns, hereby releases and discharges FDIC-R, and its employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to any claim asserted in the Lawsuit.

In consideration of the releases granted by FDIC-R herein, Chicago Title, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and insurers, and

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their successors and assigns, hereby releases and discharges FDIC-R, and its employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to any claim asserted in the Lawsuit.

4. **Cost of Litigation.** The Parties agree to bear their own respective costs and attorneys' fees and agree not to make a claim against any of the other Parties relating in any way to the Lawsuit or the negotiation of this Settlement Agreement.

5. **Liability Denied by All Parties.** The Parties expressly deny any negligence, errors, omissions, or other wrongdoing and further deny liability to all other undersigned Parties to this Settlement Agreement. The Parties acknowledge that ATC's payment to the FDIC-R of \$240,000 and the FDIC-R's procurement of a release from RES-GA, LLC are actions taken as a complete compromise of the released claims, which involve disputed issues of fact and law, and the Parties assume the risk that the facts or law may be other than they believe. The Parties mutually acknowledge that no party has made any representations regarding the facts or law. The Parties further mutually acknowledge that they have read this Settlement Agreement and understand the terms thereof.

6. **Severability.** The Parties agree that in the event any portion or part of this Settlement Agreement shall be found to be invalid or unenforceable, such portion(s) will be stricken, however, the remaining parts of this Settlement Agreement shall remain binding and effective.

7. **Express Reservations From Releases By FDIC-R.** Notwithstanding any other provision contained in 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:

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a. under the Title Policy which were not released in that certain RES-GA Landing, LLC Release Agreement attached hereto as Exhibit "A"; or

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

Notwithstanding any other provision contained in this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in its Corporate Capacity in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation. FDIC-R is aware of no such claims or potential claims against parties released herein.

Notwithstanding any other provision contained in this Agreement, this Agreement does not purport to waive, or intend to waive, any claims which have been or could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Northern District of Georgia or any other federal judicial district. FDIC-R is aware of no such claims or potential claims against parties released herein.

Notwithstanding any other provision contained in this Agreement, Chicago Title does not purport to waive or intend to waive, any claims, objections, or arguments that Chicago Title may have regarding the right, ability or standing of FDIC-R, its successors or assigns, on any future claims that may be brought under the Title Policy.

8. **Entire Agreement, Governing Law, Etc.** This Settlement Agreement is an integrated document that constitutes the entire agreement of the Parties on this subject matter, and it supersedes any and all prior agreements, oral and written. The Parties acknowledge that they have executed this Settlement Agreement voluntarily, knowingly, and with the benefit of advice from legal counsel of their own choosing. Each undersigned party further acknowledges that he, she, or it has lawful authority to enter into this Settlement Agreement. The Parties agree

that, in the event of a dispute about the meaning, construction or interpretation of this Settlement Agreement, no presumption shall apply regarding the construction or language of this Settlement Agreement, either for or against any party hereto. This Settlement Agreement shall be construed under and governed under the laws of the State of Georgia and is the entire agreement of the Parties, superseding any prior, oral or written understanding and agreement. The terms of this Agreement cannot be revoked, amended or altered, except in writing, signed by all Parties.

9. **Execution of Originals.** The Parties agree this Settlement Agreement may be executed in counterpart originals and each fully executed counterpart shall be deemed an original.

FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER FOR  
INTEGRITY BANK OF  
ALPHARETTA, GEORGIA

Digitally signed by Steven C. Morrison  
DN: cn=Steven C. Morrison, o=FDIC,  
ou=Professional Liability + Financial  
Crimes, email=stemorrison@fdic.gov,  
c=US  
Date: 2012.04.17 17:00:28 -0400

(b)(6)

By: Steven C. Morrison

Title: Counsel

ANDERSEN, TATE & CARR, P.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CHICAGO TITLE INSURANCE CO.

By: \_\_\_\_\_

Title: \_\_\_\_\_

that, in the event of a dispute about the meaning, construction or interpretation of this Settlement Agreement, no presumption shall apply regarding the construction or language of this Settlement Agreement, either for or against any party hereto. This Settlement Agreement shall be construed under and governed under the laws of the State of Georgia and is the entire agreement of the Parties, superseding any prior, oral or written understanding and agreement. The terms of this Agreement cannot be revoked, amended or altered, except in writing, signed by all Parties.

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INTEGRITY BANK OF  
ALPHARETTA, GEORGIA

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

ANDERSEN, TATE & CARR, P.C.

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

CHICAGO TITLE INSURANCE CO.

\_\_\_\_\_

(b)(6)

By: Matt Sample

Title: Claims Counsel/AVP

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INTEGRITY BANK OF  
ALPHARETTA, GEORGIA

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ANDERSEN, TATE & CARR, P.C.  
\_\_\_\_\_

(b)(6)

By: Thomas T. Tate  
Title: President

CHICAGO TITLE INSURANCE CO.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_