

RELEASE OF CLAIMS

A. Releases

Effective only upon receipt in full of the consideration addressed herein which payment shall be made no later than September 30, 2011 by first class U.S. mail delivered to P.O.

Box 971774 Dallas, TX 75397-1774, Attention: [redacted] Investigations, Asset No.

[redacted] **FEDERAL DEPOSIT INSURANCE CORPORATION**

("FDIC"), as receiver for ANB FINANCIAL NA ("ANB Financial"), a national bank, for itself, and its successors and assigns for the payment of One Hundred Thousand Dollars (\$100,000.00) and other good and valuable consideration, the sufficiency of which being hereby acknowledged, does hereby release, acquit, and fully and forever discharge **FIRST AMERICAN TITLE INSURANCE COMPANY** ("First American"), a California corporation, the successor by merger to **PACIFIC NORTHWEST TITLE INSURANCE COMPANY** ("Pacific Northwest"), a Washington corporation, and their respective predecessors, successors in interest, assigns, representatives, officers, directors, employees, agents, servants, and attorneys (the "Released Parties"), of and from any and all rights, claims, damages, causes of action, obligations, demands, costs, losses, expenses, compensation, reimbursement, suits, debts, promises, losses and liabilities, of any and every kind and nature whatsoever, present and future, known and unknown, pleaded and unpleaded, suspected or unsuspected, that FDIC has or may have resulting from, related to or in any way arising out of or based upon:

- (b)(4) 1. Commitment number [redacted] and any policy issued pursuant thereto (the "Policy") issued by Executive Escrow Co., Inc. ("Executive Escrow") to ANB Financial and underwritten by Pacific Northwest insuring ANB Financial's interest as lender in the real estate described in the Policy, which real estate is commonly known as [redacted] McCordsville, Indiana (the "Real Estate");

- (b)(4),(b)(6) 2. Insured Closing Protection Letter dated June 22, 2007, issued by Pacific Northwest with respect to the closing of the purchase of the Real Estate by [redacted] and

(b)(4),(b)(6)

3. Any and all claims that relate, in any way, to the Policy, the Insured Closing Letter, or the handling, negotiation, and resolution of the claim submitted by FDIC under the Policy.

B. Express Reservations From Releases by FDIC

Notwithstanding any other provision, by this Agreement, the FDIC 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:

4. Against any Released Party 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, ANB Financial, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC as successor in interest to ANB Financial or any person or entity other than ANB Financial;
5. Against any person or entity not expressly released in this Agreement, including, but not limited to Executive Escrow and its principal, and _____ (b)(6)
6. Which are not expressly released in Section A above.

Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC 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.

Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Northern or Southern Districts of Indiana or any other federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, et seq., if appropriate.

C. Additional Provisions

7. FDIC hereby confirms and acknowledges that this is and shall be a complete, final, and absolute release, accord, and satisfaction of any and all rights, claims, and demands of FDIC against the Released Parties, and each of them with respect to the matters released herein.
8. FDIC declares and represents that no promise, inducement, or agreement not herein expressed has been made to FDIC, and that this Release of Claims contains the entire agreement between and among the parties hereto and the terms of this Release of Claims are contractual. This release is executed without any reliance upon any statement or representation by any of the Released Parties, concerning the nature or extent of any liability, damages, obligations, or otherwise.
9. FDIC fully understands that this release shall be forever binding and that no rescission or modification of the terms of this Release of Claims may be made or claimed.
10. FDIC, at all times relevant hereto, had the independent legal advice of an attorney or attorneys of FDIC's own choosing and that FDIC has relied, and does now rely,

solely and exclusively, on the advice of such attorney or attorneys with respect to all issues concerning the legal effects and consequences of execution and delivery of this Release of Claims.

- 11. FDIC is legally competent to execute this Release of Claims, fully understands its contents, accepts the legal effects and consequences thereof, accepts full responsibility therefore, has full and sufficient knowledge of all facts and circumstances upon which this Release of Claims is based, and assumes the risk of any mistake of fact.
- 12. FDIC warrants and covenants that the rights, claims, and obligations being hereby released have not previously been assigned, transferred, encumbered, hypothecated, or otherwise modified and that no other person or entity has or claims any rights or interests in the matters, claims, and rights being hereby released and that the FDIC has the full, unencumbered right and ability to execute, deliver, and grant this Release of Claims without joinder, consent, or permission of any other person or entity.
- 13. FDIC fully understands that, in conjunction with this Release of Claims, the Title Policy and the Insured Closing Letter are cancelled and are of no further force or effect.
- 14. This Release of Claims shall be governed by and construed in accordance with applicable federal law, or in its absence, the laws of the State of Indiana.

IN WITNESS WHEREOF, FDIC has executed this Release of Claims as its free and voluntary act this 21st day of September, 2011.

(b)(6)

FEDERAL DEPOSIT INSURANCE CORPORATION

By:

[Redacted Signature]

Printed Name and Title B. Slott Pegg, Counsel

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of September, 2011, by B. SLOTT PEGG Federal Deposit Insurance Corporation, who being first duly sworn stated that the representations therein are true.

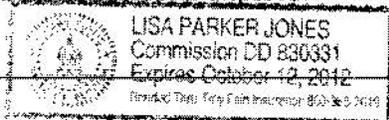
WITNESS my hand and official seal.

[Redacted Notary Signature]

(b)(6)

Notary Public

My commission expires:



LISA PARKER JONES
Printed Name