

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (the "Agreement") is entered into by and between Federal Deposit Insurance Corporation Acting as Receiver for ANB Financial, N.A. ("FDIC-R"), on the one hand, and First American Title Insurance Company ("First American"), on the other hand, effective as of the date last acknowledged below.

WITNESSETH:

WHEREAS, the FDIC-R alleges that it suffered damages arising out of the closing of a loan (the "Loan") secured by 21003 Harvest Hills, San Antonio, Texas (the "Property") closed by Melissa Juarez and Deanna Duncan (the "Escrow Officers"); and

WHEREAS, FDIC-R alleges that First American is liable for the alleged wrongdoing of the Escrow Officers; and

WHEREAS, First American denies FDIC-R's allegations; and

WHEREAS, FDIC-R and First American, in order to avoid the expense, inconvenience, and uncertainties of litigation, and without the admission of liability on the part of any party, the same being expressly denied, desire to settle and resolve the controversies between them related to the Loan and the Property;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, it is hereby **AGREED** as follows:

1. **Payment.** First American shall pay to FDIC-R the sum of TWO HUNDRED THOUSAND DOLLARS and NO/100s (\$200,000.00), no later than thirty (30) days after the FDIC's and ANB's execution of this Agreement, which total sum of TWO HUNDRED THOUSAND DOLLARS and NO/100s (\$200,000.00) is accepted by FDIC-R in full settlement of all disputed claims, whether past, present, or future, against First American relating to the Loan, the Property, and the Escrow Officers.

2. **Release by the FDIC and ANB.** FDIC-R, its legal representatives, attorneys, agents, predecessors, successors, past and present parent companies, subsidiaries, affiliates and assigns, RELEASES, ACQUITS, AND FOREVER DISCHARGES First American, the Escrow Officers, and their past and present parent companies, subsidiaries, affiliates, predecessors, successors, insurers, reinsurers, shareholders, officers, directors, employees, agents, representatives, attorneys, consultants, and assigns from any and all claims, rights, demands, debts, liabilities, controversies, or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever arising out of or relating to (1) the Loan; (2) the Property; (3) the Escrow Officers; (4) any and all claims asserted or assertable by FDIC-R against First American or the Escrow Officers with respect to the Loan or the Property, including, but not limited to, claims in contract or in tort, under statutory or common law, for actual, multiple, or punitive damages, interest, attorneys' fees, or court costs; and (5) any act, transaction, or occurrence prior to the date of this Agreement pertaining to the specific subject matter of this Agreement.

3. **Representations and Warranties.** FDIC-R represent and warrant that they are the sole and absolute legal and equitable owners of, and that they have not sold, assigned, conveyed, or otherwise transferred any of the rights, benefits, or claims released in paragraphs 2 above, including, without limitation, to any purchaser or insurer of the Loan. Further, FDIC-R represents and warrants that it has actual authority to execute this agreement.

4. **Confidentiality.** FDIC-R and First American agree that they shall not disclose or discuss, or cause any other person to disclose or discuss, directly or indirectly, any of the terms of this Agreement, except (a) as reasonably necessary for the preparation of income tax returns, (b) as required by court order or as is discoverable by a party to the Lawsuit, (c) as required by lawful subpoena, (d) as required by regulatory authorities or governmental agencies, including, but not limited to, the FDIC, Comptroller of the Currency, Federal Reserve Board, Office of the Tariff Supervision, Internal Revenue Service (e) in order to enforce the terms of this Agreement, or (f) upon written consent of the other parties to this Agreement.

5. **Careful Review and Understanding of Agreement.** FDIC-R and First American represent to one another that they have carefully read this Agreement and understand its terms and conditions, and that they have had ample opportunity to consult with legal counsel of their choice and have not relied on any representations or statements of each other or each other's counsel. The Agreement has been prepared jointly by FDIC-R and First American with the opportunity to seek advice of their own legal counsel. It shall be construed according to the fair intent of the Agreement as a whole,

and no ambiguity in its terms shall be construed in favor of or against any of the parties hereto.

6. **Binding Effect.** It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of FDIC-R and First American and their respective legal representatives, attorneys, agents, and assigns.

7. **No Admission.** It is fully understood that this Agreement constitutes a settlement of disputed claims in order to avoid further litigation and expense, and that nothing herein shall constitute or imply an admission of liability of any kind or character by First American or the Escrow Officers, which such liability is expressly denied.

8. **Severability.** If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

9. **Choice of Law.** FDIC-R, ANB, and First American agree that this Agreement shall be construed and enforced under the laws of the State of Texas.

10. **No Other Agreements.** It is understood and agreed that this Agreement contains the entire agreement between FDIC-R, and First American and supersedes any and all prior agreements, arrangements, or understandings between them regarding the specific subject matter hereof. This Agreement cannot be changed or terminated orally. All representations and promises made by any party to another regarding the specific

subject matter hereof, whether in writing or orally, are understood by FDIC-R and First American to be merged into this Agreement.

IN WITNESS WHEREOF, FDIC-R and First American have executed this Agreement on the dates acknowledged below.

FEDERAL DEPOSIT INSURANCE CORPORATION, Acting as Receiver for ANB FINANCIAL BANK, a national banking association

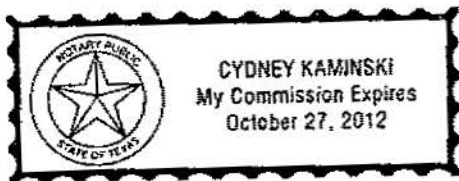
By its attorney in fact, Situs Companies GP, Inc. as general partner of SitusServ, LP

By: [Redacted] (b)(6)
Name: Donna Teague [Redacted] (b)(6)
Title: Director

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Federal Deposit Insurance Corporation, Acting as Receiver for ANB Financial Bank, by Donna Teague, Director of SitusServ, LP, its attorney in fact, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of February, 2011.



[Redacted Signature] (b)(6)
Notary Public, State of Texas
Cydney Kaminski
Printed Name of Notary
My Commission Expires: 10/27/12

FIRST AMERICAN TITLE INSURANCE
COMPANY

(b)(6)

[Redacted Signature]

By: Benjamin Knittel
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared First American Title Insurance Company, by Benjamin Knittel, its Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of January 2011.

[Redacted Signature]

(b)(6)



Notary Public, State of Texas

Printed Name of Notary _____

My Commission Expires: _____