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9/22/12

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ENTERED
9/30/12

RELEASE AGREEMENT

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This Release Agreement ("Agreement") is executed and effective the date that it is executed by the Claimant, **Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB**, set forth below.

DEFINITIONS

The term "Claimant" refers to **Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB** and includes not only the named entity, but also its fiduciaries, administrators, representatives, assigns, predecessors, successors, related entities, parent companies, owners, shareholders, and subsidiaries.

The term "Alleged Tortfeasor" refers to **James J. Fish and Appraisal Group of SE Michigan, LLC**, (i) their heirs, fiduciaries, executors, administrators, representatives, successors, assigns, or any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions, and (ii) the predecessors, successors, assigns, past or present employees, servants, agents, partners, fiduciaries, insurers and any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions.

The term "Defendant" refers to **Julia Myers** (i) her heirs, fiduciaries, executors, administrators, representatives, successors, assigns, or any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions, and (ii) the predecessors, successors, assigns, past or present employees, servants, agents, partners, fiduciaries, insurers and any other person, firm, corporation or entity charged or chargeable with responsibility for their acts or omissions.

The term "Insurer" refers to **Liberty Surplus Insurance Corporation** and includes not only the named entity, but also its fiduciaries, administrators, representatives, assigns, predecessors, successors, related entities, parent companies, owners, shareholders, and subsidiaries.

The term "Claims" refers to all claims which the Claimant may have or might possess against the Alleged Tortfeasor and Defendant arising out of any and all real property appraisal services performed by or on behalf of Alleged Tortfeasor and/or Defendant.

The term "Lawsuit" refers to the following action filed in the Genesee County Circuit Court:

Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB v. Great Lakes Broker Funding, LLC, et al, Docket No. 06-83931-CZ

The term "Insurance Lawsuit" refers to the following action filed in the Genesee County Circuit Court:

Liberty Surplus Insurance Corporation v James J. Fish, The Appraisal Group of SE Michigan, Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, F.S.B., Estate of Jonathan C. Butcher, Patricia Butcher, and Julie Myers, Docket No. 07-87609-CK.

The term "Parties" refers to the Claimant, the Alleged Tortfeasor, Defendant and the Insurer.

TERMS

1. **Settlement of Claims.** The Parties have agreed that further litigation of the Claimant's Claims would not be in the best interest of the Claimant, the Alleged Tortfeasor, Defendant or the Insurer. As a result, the Parties have agreed to amicably resolve and settle all Claims which have been or which could be brought or asserted by Claimant against the Alleged Tortfeasor and/or Defendant as a result of professional services performed by the Alleged Tortfeasor and/or Defendant as well as the claims asserted in the Insurance Lawsuit.
2. **Consideration.** The sole and full consideration to be given by and on behalf of the Alleged Tortfeasor and Defendant in exchange for the agreements, promises and acknowledgments of the Claimant expressed herein, shall be payment of **Seventy Five Thousand (\$75,000)** Dollars, which shall be paid on behalf of the Alleged Tortfeasor, Defendant and Insurer forthwith to the Claimant's attorneys, which shall be fully inclusive of all interest, costs and fees which are or might be taxable.
3. **Dismissal of Related Claims.** The parties acknowledge and agree that this Agreement is contingent upon the dismissal with prejudice and without costs of the Third Party Complaint filed in the Lawsuit by Defendants/Third Party Plaintiffs Estate of Jonathan C. Butcher and Patricia Butcher against Julia Myers, Appraisal Group of SE Michigan, LLC and James J. Fish and the execution of a Release by Defendants/Third Party Plaintiffs Estate of Jonathan C. Butcher and Patricia Butcher in favor of the Alleged Tortfeasor, Defendant and Insurer.
4. **Dismissal of Lawsuit and Insurance Lawsuit.** Upon the execution of this Agreement, the execution of the documents necessary to satisfy Paragraph 3 of this Agreement and the payment of the consideration set forth in Paragraph 2 of this Agreement, the Parties agree to execute and prepare such documents as are necessary to effectuate the dismissal of the Lawsuit and Insurance Lawsuit with prejudice and without costs.
5. **Release by Claimant.** In consideration of the payments and agreements made herein, the Claimant hereby releases and discharges the Alleged Tortfeasor, Defendant and Insurer of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever on account of, or because of, or in any way growing out of the Claims

or the events related to any and all services performed by the Alleged Tortfeasor, Defendant and Insurer. It is understood and agreed that this Settlement Agreement and Release is intended to effect a complete release of all Claims or actions of any type which the Claimant now has or may hereafter acquire against the Alleged Tortfeasor, Defendant and Insurer for damages and losses arising out of the services performed by the Alleged Tortfeasor and/or Defendant. The Claimant understands and agrees that this is a release in full and that, with the exception of enforcing this Agreement, it will never again be able to recover damages, monies, or benefits of any type from the Alleged Tortfeasor, Defendant or Insurer as a result of services performed by the Alleged Tortfeasor and/or Defendant, even though its damages or injuries may be greater or more extensive than currently anticipated.

6. Release by Alleged Tortfeasor, Defendant and Insurer. In consideration of the terms and conditions of this Agreement, the Alleged Tortfeasor, Defendant and Insurer hereby release and discharge the Claimant of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever on account of, or because of, or in any way growing out of the Claims or the events related to any and all services performed by the Alleged Tortfeasor, Defendant and Insurer. It is understood and agreed that this Settlement Agreement and Release is intended to effect a complete release of all Claims or actions of any type which the Alleged Tortfeasor, Defendant or Insurer now has or may hereafter acquire against the Claimant for damages and losses arising out of the services performed by the Alleged Tortfeasor and/or Defendant. The Alleged Tortfeasor, Defendant and Insurer understand and agree that this is a release in full and that, with the exception of enforcing this Agreement, they will never again be able to recover damages, monies, or benefits of any type from the Claimant as a result of services performed by the Alleged Tortfeasor and/or Defendant, even though its damages or injuries may be greater or more extensive than currently anticipated.
7. Covenant Not to Pursue Further Action. In further consideration of the aforementioned payments and agreements, and with the exception of taking action to enforce the terms of this Agreement, the Claimant hereby agrees to refrain from initiating or filing any further lawsuit or legal proceeding against the Alleged Tortfeasor, Defendant or Insurer pertaining to services performed by the Alleged Tortfeasor and/or Defendant, including the filing of any formal or informal complaint with any state licensing or regulating authority.
8. Hold Harmless. The Claimant agrees that it is its responsibility, and not the responsibility of the Alleged Tortfeasor, Defendant or Insurer, to pay all expenses, and liens claimed by any person, insurer, company, or non-governmental entity in connection with this matter. The Claimant agrees to reimburse, indemnify, and hold harmless the Alleged Tortfeasor, Defendant or Insurer for any money they may be called upon or required to pay for any expenses incurred in defending any such claims and any lawsuits relating to such claims brought against them by any person, insurer, company, or non-governmental entity, including actual attorney fees. Claimant further agrees to reimburse, indemnify, and hold harmless the Alleged

Tortfeasor, Defendant and Insurer for any expenses incurred in defending any action filed by any third party seeking indemnity, contribution or other damages arising out of real property appraisal services performed by or on behalf of the Alleged Tortfeasor and/or Defendant.

The provisions of this Paragraph 8 are applicable only to claims arising out of or relating to real estate appraisals of the parcels of real property identified in the First Amended Complaint filed by the plaintiff in the Lawsuit. The provisions of this Paragraph 8 do not apply to any court or governmental agency ordered restitution payments nor to any expenses, including attorneys fees, incurred with respect to any criminal prosecution. In no event shall Claimant's financial obligations under this Paragraph 8 exceed an aggregate total of \$75,000.00.

9. Representations by Claimant. Claimant represents and warrants to the Alleged Tortfeasor, Defendant and Insurer that no person or entity other than the Claimant presently has or ever had any interest in the claims, damages, rights, causes of action, or other matters to which this Agreement applies; that the Claimant has the sole right and authority to execute this Agreement and covenants that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, rights, or causes of action referred to, compromised, or surrendered in this Agreement.
10. Non-Admission of Liability. Claimant acknowledges that this settlement is a compromise of a disputed claim, and that the payment made by or on behalf of the Alleged Tortfeasor, Defendant and Insurer is not to be construed as an admission of liability on the part of the Alleged Tortfeasor, Defendant or Insurer, by whom liability is expressly denied.
11. Advice Concerning Settlement. Claimant acknowledges and represents that, before deciding to enter into this Agreement and signing this Agreement, it obtained the advice of counsel. Claimant executed this Agreement knowingly and voluntarily without relying on any statements or representations by any other Party, person or entity other than the statements or representations contained in this Agreement.
12. Binding Effect. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Claimant, its successors and assigns.
13. Authority to Execute Agreement. Claimant represents that it is legally competent and has full authority to enter into this Agreement.
14. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
15. Entire Agreement. Except as otherwise provided, this Agreement contains the entire

understanding among the Parties with respect to the subject matter of this Agreement and supercedes all prior and contemporaneous Agreements, understandings and/or negotiations. No parol evidence of prior or contemporaneous agreements, understandings, and/or negotiations shall be used to modify this Agreement. No modification or alteration shall be deemed effective unless in writing and signed by all of the Parties.

16. Michigan Law Applies. The Parties agree that Michigan law governs and controls this Agreement and any disputes to be resolved hereunder.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

(b)(6)

By: Richard S. Civil
Its: Counsel
Commonwealth
STATE OF Virginia)
) ss
COUNTY OF Arlington)

Subscribed and sworn to before me this 19 day of October 2009.

(b)(6)

Notary Public
Arlington County,
acting in Arlington County,
Commonwealth of Virginia
My Commission Expires
Reg. #7029579
November 30, 2010

LIBERTY SURPLUS INSURANCE CORPORATION

By: _____
Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

APPRAISAL GROUP OF SE MICHIGAN, LLC

(b)(6)

By: JAMES J. FISH
Its: PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

Subscribed and sworn to before me this 10 day of Jan 2010.

(b)(6)

Notary Public
Macomb County, Michigan
acting in Oakland County,
My Commission Expires: 8/8/13

Subscribed and sworn to before me this ___ day of ___, 2009.

Notary Public

County,
acting in _____ County
My Commission Expires:

understanding among the Parties with respect to the subject matter of this Agreement and supercedes all prior and contemporaneous Agreements, understandings and/or negotiations. No prior evidence of prior or contemporaneous agreements, understandings, and/or negotiations shall be used to modify this Agreement. No modification or alteration shall be deemed effective unless in writing and signed by all of the Parties.

16. Michigan Law Applies. The Parties agree that Michigan law governs and controls this Agreement and any disputes to be resolved hereunder.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB

APPRAISAL GROUP OF SE MICHIGAN, LLC

(b)(6)

By: Richard S. Gill
Its: Counsel
Commonwealth
STATE OF Virginia)
) ss
COUNTY OF Arlington)

By: JAMES J. FISH
Its: PRESIDENT

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

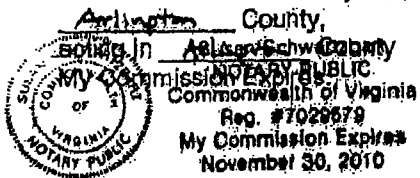
Subscribed and sworn to before me this 19 day of October, 2009.

Subscribed and sworn to before me this _____ day of _____, 2009.

(b)(6)

Notary Public

Notary Public
_____ County, Michigan
acting in _____ County
My Commission Expires:



LIBERTY SURPLUS INSURANCE CORPORATION

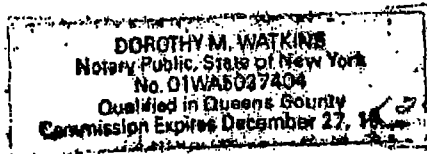
Subscribed and sworn to before me this 10 day of January, 2009.

(b)(6)

Notary Public

Notary Public
New York County,
acting in New York County
My Commission Expires: 12/27/10

By: William C. Constant
Its: Asst. Vice President
STATE OF New York)
) ss
COUNTY OF New York)



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(b)(6)

[Redacted]

JAMES J. FISH

(b)(6)

[Redacted]

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

Subscribed and sworn to before
me this 10th day of Jan, 2010

(b)(6)

[Redacted]

Notary Public
Macon County, Michigan
acting in Oakland County
My Commission Expires: 2/8/13

JULIA MYERS

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

Subscribed and sworn to before
me this ___ day of ___, 2009.

Notary Public

County, Michigan
acting in _____ County
My Commission Expires:

(b)(6)

[Redacted]

JAMES J. FISH

JULIA MYERS (b)(6)

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

STATE OF MICHIGAN)
) ss
COUNTY OF Oakland)

Subscribed and sworn to before
me this ___ day of _____, 2009.

Subscribed and sworn to before
me this 7th day of December, 2009.

[Redacted]

(b)(6)

Notary Public
_____ County, Michigan
acting in _____ County
My Commission Expires:

(b)(6) ✓ Notary Public
Oakland County, Michigan
acting in Oakland County
My Commission Expires: 12/23/2012