

## RELEASE AND SETTLEMENT OF ALL CLAIMS

This is a Release and Settlement of All Claims ("Agreement"), dated as of the last date below, by and among Federal Deposit Insurance Corporation, as a Receiver for IndyMac Bank, F.S.B. ("FDIC"), and William Grba & Associates, Inc. ("Grba"), collectively referred to herein as the "Parties."

### BACKGROUND

Whereas, Grba performed an appraisal of the property located at 1621 Dodge Avenue, Evanston, Illinois ("Subject Property").

Whereas, Grba's appraisal of the Subject Property was submitted to IndyMac Bank, F.S.B. in connection with a mortgage loan transaction.

Whereas, FDIC filed a complaint in the District Court for the Northern District of Illinois, against Success Title Services, Inc. ("STS"), in an action titled *Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, F.S.B. v. Success Title Services, Inc.* (Case No. 09-CV-04867) (the "Lawsuit").

Whereas, STS filed a third-party complaint, seeking contribution, against Grba in the Lawsuit.

Whereas, Grba denies the allegations contained in the third-party complaint.

The Parties have agreed, without concession of liability or fault, to compromise all disputes between and among them relating thereto on the terms set forth below.

### AGREEMENT

In consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties by execution of this Agreement, the Parties agree as follows:

1. Grba and/or its insurer, General Star Insurance Company, shall pay FDIC, the sum of Fifty Thousand Dollars (\$50,000.00) (the "Settlement Payment"). The Settlement Payment shall be made payable to "RJ Landau Partners PLLC, Attorneys for Federal Deposit Insurance Corporation" within fifteen (15) days of the execution of this Agreement by FDIC. The Settlement Payment represents full settlement and release of all claims by and between the Parties in relation to the Subject Property, including but not limited to any and all claims for attorneys' fees and costs.

2. Upon full execution of this Agreement, and as a condition of settlement, a motion for good faith finding shall be filed and presented to the Court as to Grba. If, for any reason, the Court declines to enter a good faith finding, this Agreement shall be null and void.

3. As consideration of the payment contained in Paragraph 1, FDIC, and its administrators, assigns, successors, predecessors, representatives, agents, subsidiaries, affiliates, directors, officers, and employees, release and forever discharge Grba and all of its affiliates and related entities and companies, and each of their agents, servants, employees, subsidiaries, parents, affiliates, directors, officers, administrators, predecessors, successors, representatives, fiduciaries, assigns, and its insurer, General Star Management Company, and each and every one of them from any and all claims, actions, demands, damages, expenses, and compensation

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whatsoever arising from or related to the Subject Property, the Lawsuit, and any of the claims FDIC, has or could have asserted in the Lawsuit, or any claims arising out of or which relate to the appraisal of the Subject Property prepared by or on behalf of Grba. This Agreement specifically reserves all claims against Success Title Services, Inc.

4. FDIC acknowledges that this Agreement covers claims and causes of action whether they be under theories of tort, contract, statute or otherwise. FDIC further acknowledges that this Agreement covers claims for any form of damages, whether compensatory, punitive, statutory or otherwise, and includes claims and causes of action for all forms of costs, fees, benefits or expenses, which accrued or may accrue in the past, present or future based upon facts that existed as of the date of this Agreement. FDIC further acknowledges that it may discover facts and legal theories in addition to or different from those of which it is now aware. Claims, causes of action and suits arising out of any or all matters released herein that are based upon facts or legal theories unknown as of the date of this Agreement are barred by this Agreement. FDIC further waives the right to rely upon any statute, rule or common-law doctrine which precludes the release of claims, causes of action, or suits arising from facts which are not known or are different from those known when the release is executed.

5. FDIC warrants it is the sole party authorized to pursue the claims asserted in the Lawsuit, and that it has made no assignment of any of those rights, and that there are no liens asserted against any of those rights or the Settlement Payment.

6. Neither this Agreement nor any of its provisions, terms, or conditions constitute an admission of liability or wrongdoing on the part of the Parties and neither this Agreement nor any of its provisions, terms, or conditions shall be construed as an admission of liability or wrongdoing or may be offered or received in evidence in any action or proceeding as evidence of admission of liability or wrongdoing.

7. All of the agreements, covenants, representations and warranties between the Parties, express or implied, oral and written, concerning the subject matter of this Agreement are contained in this Agreement. All prior and contemporaneous conversations, negotiations, agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. The Parties agree that no party shall be bound by or liable to any other in any manner for representations, statements, or warranties that are not expressly set forth herein, and that no promises or inducements have been made except for as set forth herein and that the Parties sign this Agreement in reliance only upon the statements and representations contained herein.

8. This Agreement may not be modified except by agreement of all the Parties in writing duly executed by all the Parties.

9. The Parties represent and warrant that there has been no assignment, negotiation, hypothecation or other transfer or alienation of any cause of action, or of any other rights, obligations, liabilities, demands or claims existing between the Parties or which could be asserted by the Parties in the Lawsuit.

10. Electronic or facsimile transmission of a signed Agreement shall constitute receipt of an original signed Agreement by mail.

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11. This Agreement shall be governed by the internal laws of the State of Illinois without regard to conflict of law principles.

12. The Background section above is an integral part of this Agreement and is hereby incorporated and made a part hereof as though fully set forth herein.

13. This Agreement is supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Authorized Representative:**

SUBSCRIBED and SWORN to  
Before me this 16 day of  
August, 2011.

(b)(6)

**Federal Deposit Insurance Corporation, as  
Receiver for IndyMac Bank, F.S.B.**

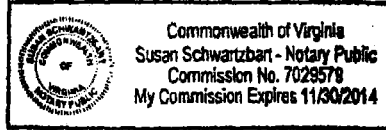
[Redacted Signature]

(b)(6)

[Redacted Signature]

Notary Public

Date: 8-16-11



County of Arlington

(b)(6)

**William Orba & Associates, Inc.**

[Redacted]

William Orba

Date: 08/25/11

SUBSCRIBED and SWORN to  
Before me this 25 day of

[Redacted]

(b)(6)

