

CAUSE NO. 200708040

FDIC,	§	IN THE DISTRICT COURT OF
PLAINTIFF	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
TICOR TITLE INSURANCE	§	
COMPANY, et al.,	§	
DEFENDANTS	§	295 <sup>TH</sup> JUDICIAL DISTRICT

**CONFIDENTIAL SETTLEMENT & RELEASE AGREEMENT**

This Confidential Settle & Release Agreement ("Agreement") is made by and among Plaintiff IndyMac Bank FSB ("IndyMac") and Defendant Curly Johnson ("Johnson") to be effective the 6<sup>th</sup> day of ~~July~~ <sup>August</sup> 2009.

**Recitals**

1. IndyMac filed an action in the District Court of Harris County, Texas, styled *IndyMac Bank FSB v. Ticor Title Insurance Company, et al.*, bearing Cause No. 200708040 (the "Pending Litigation"). After filing the Pending Litigation, the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (the "FDIC") inserted itself in the lawsuit and is the current Plaintiff.
2. Johnson denies the allegations made in the Pending Litigation.
3. In order to avoid the uncertainties, annoyance and expense of further litigation, the FDIC and Johnson (the "Parties") have agreed, without any party making any admission to any other party, to settle all claims that are subject of or could have been asserted in the Pending Litigation.

**Agreements, Covenants and Releases**

4. For and in consideration of the agreements, covenants and releases set forth herein, Johnson agrees to pay IndyMac the sum of \$2,500, in the form of a Bank of America Cashier's Check bearing the number

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5. In further consideration of the agreements, covenants and releases set forth herein, the FDIC, and its employees, agents, attorneys, and representatives, hereby forever RELEASE, ACQUIT, AND DISCHARGE Johnson from and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any and all claims, demands, liabilities or causes of action asserted in the Pending Litigation. By this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the Pending Litigation.

6. In further consideration of the agreement, covenants and releases set forth herein, Johnson hereby RELEASES, ACQUITS, AND DISCHARGES IndyMac, IndyMac Federal Bank, FSB, the FDIC as Conservator for IndyMac Federal Bank, FSB, and the FDIC as Receiver for IndyMac Federal Bank, FSB its employees, agents attorneys, and representatives from and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any an all claims, demands, liabilities or causes of action asserted in the Pending Litigation.

7. No party to this Agreement makes any acknowledgement or admission of any liability to any other party to this Agreement, and each party expressly agrees that this Agreement is made for the sole purpose of compromising a claim that is disputed as to validity and amount.

8. The Parties intend this Agreement to be only for the benefit of the Parties and those persons release by Paragraphs 6 and 7 hereof. The Parties intend not to create any rights for any other person, and intend that there be no third-party beneficiaries of this Agreement.

9. Each party represents that it has carefully read and fully understands all of the provisions of this Agreement, that it has been given the opportunity to fully discuss the contents of this Agreement with independent counsel of its choice and has done so, and that it is voluntarily entering into this Agreement. Each party executing the Agreement represents to the others that he has full authority to execute and deliver this Agreement on behalf of the party for which he is signing.

10. This Agreement reflects the entire agreement between the parties. There are no other agreements, either written or oral, and the execution and delivery of this written Agreement supersedes any and all prior representations, negotiations or agreements pertaining to the subject matter thereof, all of which are deemed merged herein.

11. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute but a single agreement, and each of which shall be deemed an original.

12. This Agreement shall be governed and construed by the substantive laws of the state of Texas, without regard to the choice of law rules of Texas or of any other jurisdiction.

13. In further consideration of the agreements, covenants and releases set forth herein, IndyMac shall cause its attorney to file all necessary pleadings required to effect the dismissal of the Pending Litigation against the Johnson with prejudice.

14. The Parties agree that they shall not reveal to anyone, unless compelled to do so by a court of competent jurisdiction or as may be mutually agreed to in writing, any of the terms of this Settlement Agreement, or any of the amounts, parties, numbers or terms and conditions of any sums payable to the FDIC. The Parties may disclose that they have settled their claim, but may not disclose the terms of the Settlement Agreement. This confidentiality provisions does not prohibit the FDIC from complying with its mandatory reporting requirements. Accordingly, the FDIC is expressly permitted to make such disclosures as required pursuant to applicable law, including, but not limited to the Financial Institutions Reform Recovery and Enforcement Act of 1989.

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

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**CURLY JOHNSON**

VERIFICATION

~~Commonwealth of~~  
~~Virginia~~  
THE STATE OF ~~TEXAS~~ §  
~~Arlington~~ §  
COUNTY OF ~~HARRIS~~ §

Before me, the undersigned authority, on this day personally appeared the authorized representative of the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB, know to me to be the person who executed the foregoing instrument who, after being duly sworn by me, did upon oath depose and state that (s)he is fully competent to make this Verification and acknowledged to me that (s)he executed it for the purpose and considerations expressed in it, in the capacities therein stated.

Given under my hand and seal of office this 6 <sup>August</sup> day of ~~July~~, 2009.

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Notary Public in and for the ~~State of Texas~~  
~~Commonwealth of Virginia~~  
~~City of Arlington County~~

My Commission Expires: 11-30-2010



Susan Schwartzbart  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #7029579  
My Commission Expires  
November 30, 2010

CAUSE NO. 200708040

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PLAINTIFF	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
TICOR TITLE INSURANCE	§	
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DEFENDANTS	§	295 <sup>TH</sup> JUDICIAL DISTRICT

**CONFIDENTIAL SETTLEMENT & RELEASE AGREEMENT**

This Confidential Settle & Release Agreement ("Agreement") is made by and among Plaintiff IndyMac Bank FSB ("IndyMac") and Defendant Curley Johnson ("Johnson") to be effective the \_\_\_\_ day of July 2009.

**Recitals**

1. IndyMac filed an action in the District Court of Harris County, Texas, styled *IndyMac Bank FSB v. Ticor Title Insurance Company, et al.*, bearing Cause No. 200708040 (the "Pending Litigation"). After filing the Pending Litigation, the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB (the "FDIC") inserted itself in the lawsuit and is the current Plaintiff.
2. Johnson denies the allegations made in the Pending Litigation.
3. In order to avoid the uncertainties, annoyance and expense of further litigation, the FDIC and Johnson (the "Parties") have agreed, without any party making any admission to any other party, to settle all claims that are subject of or could have been asserted in the Pending Litigation.

**Agreements, Covenants and Releases**

4. For and in consideration of the agreements, covenants and releases set forth herein, Johnson agrees to pay IndyMac the sum of \$2,500, in the form of a Bank of America Cashier's

(b)(6) Check bearing the number

5. In further consideration of the agreements, covenants and releases set forth herein, the FDIC, and its employees, agents, attorneys, and representatives, hereby forever RELEASE, ACQUIT, AND DISCHARGE Johnson from and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any and all claims, demands, liabilities or causes of action asserted in the Pending Litigation. By this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action that do not arise from or relate to the Pending Litigation.

6. In further consideration of the agreement, covenants and releases set forth herein, Johnson hereby RELEASES, ACQUITS, AND DISCARGES IndyMac, IndyMac Federal Bank, FSB, the FDIC as Conservator for IndyMac Federal Bank, FSB, and the FDIC as Receiver for IndyMac Federal Bank, FSB its employees, agents attorneys, and representatives from and against any and all claims, demands, liabilities, or causes of action, of any nature whatsoever, at law or in equity, relating to or arising out of the subject matter of the Pending Litigation, including but not limited to, any an all claims, demands, liabilities or causes of action asserted in the Pending Litigation.



7. No party to this Agreement makes any acknowledgement or admission of any liability to any other party to this Agreement, and each party expressly agrees that this Agreement is made for the sole purpose of compromising a claim that is disputed as to validity and amount.

8. The Parties intend this Agreement to be only for the benefit of the Parties and those persons release by Paragraphs 6 and 7 hereof. The Parties intend not to create any rights for any other person, and intend that there be no third-party beneficiaries of this Agreement.

9. Each party represents that it has carefully read and fully understands all of the provisions of this Agreement, that it has been given the opportunity to fully discuss the contents of this Agreement with independent counsel of its choice and has done so, and that it is voluntarily entering into this Agreement. Each party executing the Agreement represents to the others that he has full authority to execute and deliver this Agreement on behalf of the party for which he is signing.

10. This Agreement reflects the entire agreement between the parties. There are no other agreements, either written or oral, and the execution and delivery of this written Agreement supersedes any and all prior representations, negotiations or agreements pertaining to the subject matter thereof, all of which are deemed merged herein.

11. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute but a single agreement, and each of which shall be deemed an original.

12. This Agreement shall be governed and construed by the substantive laws of the state of Texas, without regard to the choice of law rules of Texas or of any other jurisdiction.

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14. The Parties agree that they shall not reveal to anyone, unless compelled to do so by a court of competent jurisdiction or as may be mutually agreed to in writing, any of the terms of this Settlement Agreement, or any of the amounts, parties, numbers or terms and conditions of any sums payable to the FDIC. The Parties may disclose that they have settled their claim, but may not disclose the terms of the Settlement Agreement. This confidentiality provisions does not prohibit the FDIC from complying with its mandatory reporting requirements. Accordingly, the FDIC is expressly permitted to make such disclosures as required pursuant to applicable law, including, but not limited to the Financial Institutions Reform Recovery and Enforcement Act of 1989.

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

(b)(6)

[Redacted Signature]

**CURLEY JOHNSON**

[Redacted Initials]

**VERIFICATION**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

Before me, the undersigned authority, on this day personally appeared the authorized representative of the Federal Deposit Insurance Corporation as Receiver for IndyMac Federal Bank, FSB, know to me to be the person who executed the foregoing instrument who, after being duly sworn by me, did upon oath depose and state that (s)he is fully competent to make this Verification and acknowledged to me that (s)he executed it for the purpose and considerations expressed in it, in the capacities therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of July, 2009.

\_\_\_\_\_  
Notary Public in and for the State of Texas

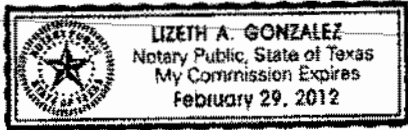
My Commission Expires: \_\_\_\_\_

VERIFICATION

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Curley Johnson, know to me to be the person who executed the foregoing instrument who, after being duly sworn by me, did upon oath depose and state that he is fully competent to make this Verification and acknowledged to me that he executed it for the purpose and considerations expressed in it, in the capacities therein stated.

Given under my hand and seal of office this 5<sup>th</sup> day of <sup>August</sup> ~~July~~, 2009.



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Notary Public in and for the State of Texas

My Commission Expires: February 29, 2012.

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