

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and between Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB ("FDIC") and Lawyers Title Insurance Corporation ("Lawyers Title") (each a "Party;" collectively, the "Parties") effective as of the date all Parties have executed the Agreement.

WITNESSETH:

WHEREAS, IndyMac Bank, F.S.B. ("IndyMac") filed an action in the 269th Judicial District Court, Cause No. 2008-21777; *IndyMac Bank, FSB v. The Atterstrom Consulting Group, Inc. d/b/a LMI Funding, Inc., Lawyers Title Insurance Corporation, et al* (the "Lawsuit"); and

WHEREAS, IndyMac asserted claims, which were continued by FDIC, against Lawyers Title, and others, in the Lawsuit arising out of first and second mortgage loans made to [redacted] to finance the purchase of [redacted] Houston, Texas and to Khalil Haddad to finance the purchase of [redacted] Allen Parkway, Houston, Texas (collectively, the "Loans"); and

WHEREAS, IndyMac and FDIC alleged that the Loans were part of a mortgage fraud scheme involving Greater Texas Title Company, Khalil Haddad, and Travis Starkey in which IndyMac was induced to purchase or otherwise fund fraudulent mortgage loans secured by properties in the condominium complexes located at [redacted] Street, Houston, Texas and [redacted] Houston, Texas (the "Scheme"); and

WHEREAS, IndyMac acquired an interest in the Loans from LMI Funding, Inc and HCI Mortgage ("Originators") and then sold them to certain investors in the secondary market ("Investors"); and

WHEREAS, Lawyers Title denied the allegations made against it in the Lawsuit; and

WHEREAS, FDIC and Lawyers Title, in order to avoid the expense, inconvenience, and uncertainties of litigation, and without the admission of liability on the part of either Party, the same being expressly denied, desire to settle and resolve certain claims that are the subject of or could have been asserted in the Lawsuit.

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**. Lawyers Title shall pay to FDIC the total sum of FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00) (the "Settlement Amount"). As requested by FDIC, the payment shall each be made by check payable to "RJ Landau Partners PLLC, as Attorneys for Federal Deposit Insurance Corporation," Tax I.D. #

(b)(4)

The Settlement Amount is accepted by FDIC in full settlement of all claims regarding the Loans. Lawyers Title shall deliver the Settlement Check to FDIC in care of its attorney, Richard Landau, RJ Landau Partners PLLC, 5340 Plymouth Road, Suite 200, Ann Arbor, Michigan 48105.

2. **Release by FDIC**. FDIC, for IndyMac, itself, its legal representatives, attorneys, agents, successors, and assigns, RELEASES, ACQUITS, AND FOREVER

DISCHARGES Lawyers Title, and its past and present parent companies, subsidiaries, affiliates, predecessors, successors, 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 Loans; (2) any closing protection letters or mortgagee policies of title insurance issued in connection with the Loans; (3) any asserted or unasserted claims or causes of action in the Lawsuit pertaining to the Loans, 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; (4) the Scheme; and (5) any act, transaction, or occurrence prior to the date of this Agreement pertaining to the Loans.

3. **Dismissal.** FDIC, through counsel, shall dismiss its claims against Lawyers Title in the Lawsuit with prejudice with each Party to bear its own costs and attorneys' fees.

4. **Warranty of Capacity to Execute Agreement.** FDIC represents and warrants that no other person or entity, including the Originators and Investors, has an ownership interest in the claims, demands, obligations or causes of action released in this Agreement, that FDIC has the sole right and exclusive authority to release all claims in connection with the Loans and to execute this Agreement and receive the sums specified in it; and that FDIC has not sold, assigned, transferred, conveyed or otherwise disposed

of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

5. **Careful Review and Understanding of Agreement.** Each Party represents that it has carefully read this Agreement and understand its terms and conditions, and that it has had ample opportunity to consult with legal counsel of its choice and has not relied on any representations or statements of the other Party or the other Party's counsel.

6. **Binding Effect.** It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of FDIC and Lawyers Title, their legal representatives, attorneys, agents, and assigns except as otherwise set forth herein.

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

8. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to conflict with any federal, state, or local law, and, as a result, such portion is 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 had not been included herein.

9. **Choice of Law.** The Parties 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 and Lawyers Title and supersedes any and all prior agreements, arrangements, or understandings between them. This Agreement cannot be changed or terminated orally. All representations and promises made by any Party to another, whether in writing or orally, are understood by FDIC and Lawyers Title to be merged into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date acknowledged below.

LAWYERS TITLE INSURANCE CORPORATION

[Redacted Signature Box]

(b)(6)

By:

Its: CLAIMS COUNSEL + Assistant Vice President

STATE OF Florida

§

COUNTY OF Duval

§

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared LTIC by Stelley King, its Asst. VP, 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.

(b)(6)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of November 2009.

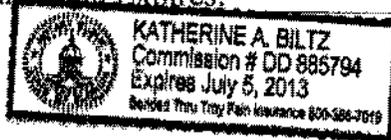
[Redacted Notary Signature]

Notary Public, State of FL

Katherine Biltz

Printed Name of Notary

My Commission Expires:



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

(b)(6)

By:

[Redacted Signature]

Date: 12/3/09

Jock S. Duncan
(Printed Name)

ACKNOWLEDGMENT

State of CALIFORNIA)
)
County of ORANGE)

On DECEMBER 3, 2009 before me, ARIANA L. RAMBUYAN, a Notary Public, personally appeared JOCK STUART DUNCAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

[Redacted Signature]

Notary Public, State of CALIFORNIA

ARIANA L. RAMBUYAN
(Printed Name)

My Commission Expires: 1/16/2011

