

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "*Agreement*") is effective on the date that all parties have executed the *Agreement*, and is entered into by and between the Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB ("*FDIC*") and Steadfast Insurance Company ("*Steadfast*") with respect to the claims made in the case captioned *Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB v. The Atterstrom Consulting Group, et al.*, in the 269th Judicial District Court of Harris County, Texas, Cause No. 2008-21777 (the "*Litigation*").

RECITALS

WHEREAS, IndyMac Bank, F.S.B ("*IndyMac*") funded two mortgage loan transactions, one in which *IndyMac* financed Khalil Haddad's purchase of the real property identified in the Exhibit to this *Agreement* (the "*Haddad Property*") and one in which *IndyMac* financed

(b)(6) _____'s purchase of the real property identified in the Exhibit to this *Agreement*
(b)(6) (the _____ *Property*) (collectively, the "*Subject Transactions*");

WHEREAS, Greater Texas Title Company, Inc. ("*Greater Texas Title*") performed title, escrow, and closing services in connection with the *Subject Transactions* (the "*Closing Services*");

WHEREAS, *IndyMac* asserted claims in the *Litigation* against *Greater Texas Title* based on the *Subject Transactions* and the *Closing Services*;

WHEREAS, *Greater Texas Title* filed for bankruptcy in the United States Bankruptcy Court for the Southern District of Texas on January 21, 2009;

WHEREAS, *FDIC* is entitled to pursue the claims asserted by *IndyMac* in the *Litigation* that were in existence at the time of *Greater Texas Title's* bankruptcy filing, but only to the extent of insurance available to *Greater Texas Title*;

WHEREAS, *Greater Texas Title* tendered the claims of *IndyMac* in the *Litigation* to *Steadfast* which issued a Title Agents, Abstractors and Escrow Agents Errors and Omissions Liability Insurance Policy to *Greater Texas Title* and, pursuant to the terms and provisions of the policy and applicable law, *Steadfast* provided a defense under a full reservation of rights and assigned defense counsel to represent *Greater Texas Title* in the *Litigation*;

WHEREAS, *Greater Texas Title*, expressly denies any liability relating to the claims asserted against *Greater Texas Title* in the *Litigation* and *Steadfast* denies that its policy issued to *Greater Texas Title* provides coverage for the claims of *IndyMac* in the *Litigation*; and

WHEREAS, to avoid any further expense of litigation, the parties voluntarily enter into this *Agreement*.

In consideration of the above and for such other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged and based on the mutual promises and conditions contained herein, the parties agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part of this *Agreement*.
2. **Dismissal and Release.** *FDIC*, through counsel, shall execute a dismissal with prejudice and without any costs or attorney's fees to any party regarding all claims pursued by *FDIC* against *Greater Texas Title* in the *Litigation*.

For and in consideration of the total payment of \$92,500 (Ninety Two Thousand Five Hundred Dollars) by *Steadfast* on behalf of *Greater Texas Title* to be payable to "RJ Landau

Partners PLLC, Attorneys for Federal Deposit Insurance Corporation” within fifteen (15) days of the execution of this *Agreement*, and in consideration of the terms and conditions of this *Agreement*, *FDIC* does absolutely and unconditionally release *Greater Texas Title*, *Steadfast*, and *Greater Texas Title’s* and *Steadfast’s* officers, directors, shareholders, members, employees, owners, agents, affiliates, successors, fiduciaries, and assigns, jointly and severally, from any and all claims, demands, actions or causes of action that were in existence at the time of *Greater Texas Title’s* bankruptcy filing, known or unknown, now existing or hereafter acquired, and whether or not asserted in the *Litigation*, which *FDIC* had, has, claims to have, or may hereafter acquire against *Steadfast* and/or *Greater Texas Title* arising out of the *Closing Services* and/or the facts and circumstances alleged against *Greater Texas Title* in the *Litigation* including but not limited to any claims for benefits or policy proceeds under any *Steadfast* policy (i) issued to *Greater Texas Title* or (ii) which anyone claims provides insurance coverage for the claims asserted by *FDIC*.

3. **Express Reservation from Releases by *FDIC*.** Notwithstanding any other provision, by this *Agreement*, *FDIC* does not release, and expressly preserves fully and to the same extent as if the *Agreement* had not been executed, (a) any claims or causes of action that do not arise from or relate to the facts and circumstances alleged in the *Litigation*, or the defense of the same, or (b) any action taken by any other federal agency.

4. **No Assignment.** The parties hereto warrant that they have made no other assignment, transfer, conveyance, or other disposition of any claims, demands, causes of action, obligations, damages and/or liabilities described above and that they are fully entitled to give their full and complete release of all such claims and demands.

5. **Denial of Liability.** This *Agreement* constitutes a compromise of disputed claims. This *Agreement* shall not constitute or be construed as an admission of any liability or fault by any party hereto, all such liability being herein expressly denied. This *Agreement* shall not be construed as an admission of the truth or correctness of any claim asserted by the parties.

6. **Assumption of Risk of Material Fact.** The parties expressly assume the risk of any mistake of fact, known or unknown, relating to any of the claims compromised by this *Agreement*.

7. **Attorney's Fees and Costs.** Each party shall bear its own attorney's fees and costs with respect to the *Litigation*.

8. **Amendment.** This *Agreement* may not be amended or modified at any time except by any instrument in writing executed by all of the parties.

9. **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. The parties also agree that, without receiving further consideration, they will sign and deliver such documents and do anything else that is reasonably necessary in the future to make the provisions of this *Agreement* effective.

10. **Integrated Agreement.** This *Agreement*, including any exhibits hereto, sets forth the entire understanding between the parties concerning the subject matter of this *Agreement* and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this *Agreement* other than those set forth herein.

11. **Governing Law.** This *Agreement* shall be governed by and construed in accordance with Texas law (excluding any conflict of laws rule or principle that might refer the

governance or construction of this *Agreement* to the law of another jurisdiction). Nothing in this *Agreement* shall require any unlawful action or inaction by any party hereto.

12. **Severability.** If any portion of this *Agreement* is found to be unenforceable, the parties desire that all other portions that can be separated from the unenforceable portion or appropriately limited in scope shall remain fully valid and enforceable.

13. **Representation.** No representation or warranty has been made by or on behalf of any party to this *Agreement* (or any officer, director, employee or agent thereof) to induce any other party to enter into this *Agreement* or to abide by or consummate any transactions contemplated by any terms of this *Agreement*, except representations and warranties, if any, expressly set forth herein. In entering into this *Agreement*, the parties hereto represent that they have proceeded with the advice of an attorney of their own choice, that they have read the terms of this *Agreement*, that the terms of this *Agreement* have been completely read and explained to the parties by their attorney, and that those terms are fully understood and voluntarily accepted by the parties.

14. **Authority.** Each person signing this *Agreement* on behalf of any entity warrants or represents that he/she has the full and complete authority to enter into this *Agreement* on behalf of that entity.

15. **Titles and Captions.** The section titles and captions contained in this *Agreement* are inserted only for convenience and reference and shall not be construed to define, limit, or extend the scope of this *Agreement* or the intent of any of its provisions.

IN WITNESS WHEREOF, the parties to this *Agreement* have executed this *Agreement* as of the date indicated by each party's signature.

Steadfast Insurance Company

By: _____

Name: _____

Title: _____

Date: _____

Federal Deposit Insurance Corporation, as
Receiver for IndyMac Federal Bank, FSB

By: _____ (b)(6)

Name: Jack S. Duncan

Title: Counsel

Date: 10/21/10

OCT. 25. 2010 2:15PM

NO. 2890 P. 7

Steadfast Insurance Company

By: (b)(6)

Name: John Mahoney

Title: Senior Vice-President

Date: 10/25/10

Federal Deposit Insurance Corporation, as
Receiver for IndyMac Federal Bank, FSB

By: (b)(6)

Name: John S. Duncan

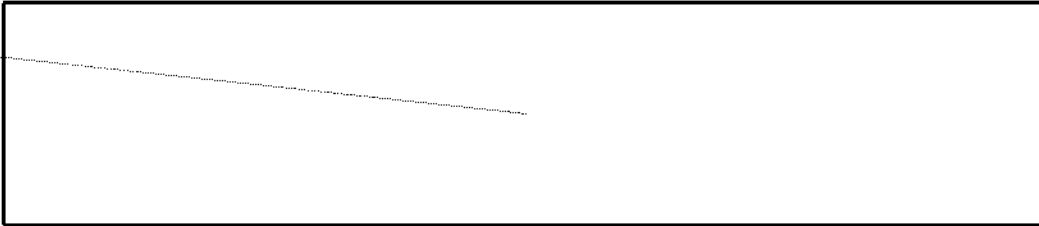
Title: Counsel

Date: 10/21/10


EXHIBIT TO RELEASE AND SETTLEMENT AGREEMENT


This Exhibit to the Release and Settlement Agreement (the "*Agreement*") entered into by and between the Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB and Steadfast Insurance Company with respect to the claims made in the case captioned *Federal Deposit Insurance Corporation, as Receiver for IndyMac Federal Bank, FSB v. The Atterstrom Consulting Group, et al.*, in the 269th Judicial District Court of Harris County, Texas, Cause No. 2008-21777 is specifically included as a part of the *Agreement*.


The term "*Haddad Property*" as used in the *Agreement* means:

(b)(6) 

(b)(6) More commonly known as  Houston, Texas.

(b)(6) The term " *Property*" as used in the *Agreement* means:

(b)(6) 

(b)(6) More commonly known as  Houston, Texas 77002.