
SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made by, between, and among the following undersigned parties: the Federal Deposit Insurance Corporation, as receiver of Integrity Bank ("FDIC-R"), and Michael E. Jacobs, Esq. and Jampol, Schleicher, Jacobs & Papadakis, L.L.P. (collectively the "Settling Defendants. The FDIC-R and the Settling Defendants may be referred to herein collectively as the "Parties").

RECITALS

WHEREAS:

Prior to August 29, 2008, Integrity Bank (the "Bank") was a depository institution organized and existing under the laws of Georgia;

On August 29, 2008, the FDIC-R was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets;

Among the assets to which the FDIC-R succeeded were any and all of the Bank's claims, demands, and causes of actions against its former law firms and lawyers arising from the performance, nonperformance and manner of performance of legal services for the Bank;

On October 19, 2010, the FDIC-R filed a complaint for money damages against the Settling Defendants, who had served as closing attorneys for the Bank. Those claims for damages are now pending in the United States District Court for the Northern District of Georgia, in *Federal Deposit Insurance Corporation, in its Capacity as Receiver of Integrity Bank, Plaintiff v. Jampol, Schleicher, Jacobs & Papadakis, L.L.P. and Michael E. Jacobs, Esq., Defendants*; Civil Action File No. 1:10-CV-3382-RLV (the "Action");

In the Action, the FDIC-R sought damages arising out of a loan the Bank made to ONO Investments, LLC (the "Loan"). The Settling Parties represented the Bank in closing the Loan;

The Settling Defendants have denied liability for the claims asserted in the Action;

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further litigation;

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned parties agree, each with the other, as follows:

SECTION I: Payment to FDIC-R

As an essential covenant and condition to this Agreement, the Settling Defendants agree to pay or cause to be paid to the FDIC-R, on or before the thirtieth day after receipt by Settling Defendants' counsel of an executed Agreement, via electronic means, the sum of Eight Hundred

Thousand Dollars (\$800,000.00), by way of wire transfer to: "Federal Home Loan Bank of [redacted] (b)(2),(b)(4)

[redacted] (b)(2),(b)(4), Routing No. [redacted] (b)(2),(b)(4) for credit to the FDIC National Receivership Account, Account

No. [redacted] (b)(2),(b)(4) "OBI" Line: Receiver No. [redacted] (b)(2) LIMS [redacted] (b)(2) Attn: Steven C. Morrison;

[redacted] (b)(2) 904-256-3854; Professional Liability lawsuit, Asset No.: [redacted] (b)(2) "The settlement payment

shall be referred to herein as the "the Settlement Funds".

SECTION II: Stipulation and Dismissal

Upon execution of this Agreement by each of the undersigned Parties, and within 14 days after receipt of the Settlement Funds, the FDIC-R shall dismiss the Action. The undersigned Parties agree to enter stipulation(s) providing that the dismissal(s) set forth above shall be with prejudice, with each party to bear its own costs and attorneys' fees and agree not to make a claim against any of the other Parties relating in any way to the Action or the negotiation of this

Settlement Agreement. Further, FDIC-R agrees that no less than two business days prior to dismissing the Action, FDIC-R shall file papers requesting the dismissal of Jacobs, individually, with prejudice.

SECTION III: Releases

A. Release of Settling Defendants by FDIC-R.

Effective upon receipt in full of the Settlement Funds, plus any accrued interest, and except as provided in PARAGRAPH III.C., the FDIC-R hereby releases and discharges each of the Settling Defendants and their respective heirs, executors, administrators, representatives, assigns, current and former attorneys, members, shareholders, partners (including individuals, limited liability corporations or professional corporations), or employees, and any and all insurers of Settling Defendants, from any and all claims, damages, actions, and causes of action, in law or in equity, belonging to the FDIC-R that arise from or relate to any claim asserted, or that could have been asserted, in the Action.

B. Release of FDIC-R by the Settling Defendants.

Effective simultaneously with the release granted in PARAGRAPH III.A. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, and on behalf of their parents, subsidiaries, affiliates and insurers and their successors and assigns hereby release and discharge FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, damages, actions, and causes of action, in law or in equity, belonging to the Settling Defendants that arise from or relate to any claim asserted, or that could have been asserted in the Action.

C. Express Reservations from Releases by FDIC-R.

Notwithstanding any other provision contained in this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action against any person or entity not expressly released in this Agreement.

Notwithstanding any other provision contained in this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in its Corporate Capacity in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation. FDIC-R is aware of no such claims or potential claims against parties released herein.

Notwithstanding any other provision contained in this Agreement, this Agreement does not purport to waive, or intend to waive, any claims which have been or could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Northern District of Georgia or any other federal judicial district. FDIC-R is aware of no such claims or potential claims against the parties released herein.

SECTION IV: Representations and Acknowledgements

A. No Admission of Liability.

The undersigned parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim or defense. The Parties mutually acknowledge that no party has made any representation regarding the facts or law. The Parties further mutually acknowledge that they have read this Settlement Agreement

and understand the terms thereof.

B. Execution in Counterparts.

This Agreement may be executed in counterparts by one or more of the parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the party or parties subscribed thereto upon the execution by all parties to this Agreement.

C. Binding Effect.

Each of the undersigned persons represents and warrants that they are a party hereto or are authorized to sign this Agreement on behalf of the respective party, and that they have the full power and authority to bind such party to each and every provision of this Agreement. FDIC represents and warrants that, as of the effective date of the Agreement, it is the owner of the rights, claims or causes of action that are the subject of the releases in paragraph III.A. of this Agreement, and that said rights, claims and causes of action have not been conveyed to any other party previously. This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

D. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Georgia. The parties agree that, in the event of a dispute about the meaning, construction or interpretation of this Agreement, no presumption shall apply regarding the construction or language of this Agreement, either for or against any party hereto.

E. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein and it supercedes any and all prior agreements, oral or written. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Reasonable Cooperation.

The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry of any documents necessary to conclude the Action and to otherwise perform the terms of this Agreement.

G. Advice of Counsel.

Each party hereby acknowledges that they have executed this Agreement voluntarily, knowingly and that they have consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that party by his or her counsel.

H. Severability.

The Parties agree that in the event any portion or any part of this Agreement shall be found to be invalid or unenforceable, such portion(s) will be stricken, however, the remaining parts of this Agreement shall remain binding and effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by each of them or their duly authorized representatives on the dates hereinafter subscribed.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR INTEGRITY BANK**

(b)(6)

Date: August 3, 2012

BY:

Digitally signed by Steven C. Morrison
DN: cn=Steven C. Morrison, o=FDIC,
ou=Professional Liability & Financial Crimes,
email=stamorrison@fdic.gov, c=US
Date: 2012.08.03 15:22:19 -0400

PRINT NAME: Steven C. Morrison

TITLE: Counsel - FDIC Professional Liability
and Financial Crimes Section

(b)(6)

Date: 8/7, 2012

MICHAEL E. JACOBS^{(b)(6)}

**JAMPOL, SCHLEICHER, JACOBS & PAPADAIKIS,
L.L.P.**

(b)(6)

Date: AUG 7,, 2012

BY:

PRINT NAME: STEVEN M. JAMPOL

TITLE: PARTNER, IN L.L.P.

RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into by Multibank 2009-1 RES-ADC Venture, LLC ("MULTIBANK"), a Delaware limited liability company and its affiliate RES-GA Landing, LLC ("RES-GA"), a Florida limited liability company, on the one hand, and Chicago Title Insurance Company ("CHICAGO TITLE") and the law firm of Anderson, Tate & Carr, P.C. ("ATC") and Thomas J. Andersen ("Andersen"), on the other hand (collectively the "Parties") on the following terms and conditions:

WHEREAS, on November 19, 2007 ATC closed a secured loan from Integrity Bank of Alpharetta, Georgia ("Integrity Bank") to Southern Lumber II, LLC ("Southern Lumber loan"), and CHICAGO TITLE issued a Lender's title insurance policy, Policy No. GA [REDACTED] (b)(4)

(b)(4) [REDACTED] ("Title Policy") to Integrity Bank in connection with the security interest granted pursuant to that closing in the Bellah Landing Development;

WHEREAS, Integrity Bank tendered a claim to CHICAGO TITLE under the Title Policy for defense of a claim made by Richard R. Harp Excavation, Inc. that it held a construction lien with priority over the insured security interest, which claim was later resolved in litigation styled Richard R. Harp Excavation, Inc. v. Southern Lumber, Inc., et al., Civil Action No. 1:09-CV-0042-GET, in the United States District Court for the Northern District of Georgia ("the Harp Claim");

WHEREAS, CHICAGO TITLE accepted such tender of defense and appointed counsel to defend Integrity Bank's security interest against the Harp Claim;

WHEREAS, Integrity Bank also tendered a claim to CHICAGO TITLE under the Title Policy for defense of a lien held by HD Supply Warehouse, and CHICAGO TITLE accepted such tender of defense and resolved the claim by settling with HD Supply Warehouse (the "HD Supply Claim");

WHEREAS, Integrity Bank was closed on August 29, 2008, by the Georgia Department of Banking and Finance, which appointed the Federal Deposit Insurance Corporation as receiver ("FDIC-R") pursuant to 12 U.S.C. §1821(c). In accordance with 12 U.S.C. §1821(d), the FDIC-R, as receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets. Among the assets to which the FDIC-R succeeded were any and all of Integrity's rights and/or claims under any insurance policies issued to Integrity Bank, including

any claims, demands, and causes of actions against CHICAGO TITLE under the Title Policy and any and all claims, demands, and causes of actions against ATC with respect to the above-referenced closing.

WHEREAS, on February 9, 2009, the Southern Lumber loan and underlying collateral, pursuant to a Loan Contribution and Sale Agreement (“Loan Sale”) by and between the Federal Deposit Insurance Corporation As Receiver For Various Failed Financial Institutions (including the FDIC-R) and MULTIBANK, was sold by the FDIC-R to MULTIBANK;

WHEREAS, pursuant to section 2.7 Retained Claims of the Loan Sale certain claims were purported to be excluded, including but not limited to claims for title insurance in connection with the initiation, origination, insuring or servicing of a loan, including the Southern Lumber Loan, and claims against ATC arising from the Southern Lumber loan closing;

WHEREAS, subsequent to the Loan Sale, MULTIBANK assigned all of its right, title, and interest in the Southern Lumber loan to RES-GA;

WHEREAS, FDIC-R consented to the continued defense of the Harp Claim pursuant to which counsel appointed by CHICAGO TITLE continued to defend the priority of the Integrity Bank security interest held by FDIC-R, then MULTIBANK, then RES-GA pursuant to the terms of the Title Policy through the ultimately successful resolution of the Harp Claim in favor of the priority of the Integrity Bank security interest over the competing Harp Claim in litigation, including appeal;

WHEREAS, FDIC-R, has filed against CHICAGO TITLE a lawsuit arising from the Title Policy, styled Federal Deposit Insurance Corporation, in its Capacity as Receiver for Integrity Bank of Alpharetta, Georgia v. Andersen, Tate & Carr, P.C. and Chicago Title Insurance Company, 1:10-CV-3383, in the United States District Court for the Northern District of Georgia (“Lawsuit”);

WHEREAS, FDIC-R alleges in the Lawsuit that in connection with the Southern Lumber loan closing ATC negligently failed to ensure Integrity Bank received a first priority security interest in approximately 57 acres of green space within Bellah Landing Development (“Green Space”) and that CHICAGO TITLE is liable under the Title Policy for losses sustained by Integrity Bank as a result of its failure to receive a first priority security interest in the Green

Space;

WHEREAS FDIC-R, CHICAGO TITLE, and ATC wish to settle any current or potential claims pertaining to the Harp Claim, HD Supply Lien, Green Space and the Lawsuit; however, as a condition to such settlement CHICAGO TITLE and ATC have requested a release from RES-GA and MULTIBANK as the holder of the Southern Lumber loan as set forth herein.

WHEREAS, for good and valuable consideration MULTIBANK, RES-GA, CHICAGO TITLE, ATC, and Andersen hereby agree as follows:

1. **Release.**

MULTIBANK and RES-GA hereby release and forever discharge CHICAGO TITLE and ATC and Andersen and their servants, employees, officers, managers, stockholders, insurers, underwriters, parents, subsidiaries and affiliated corporations, successors, assigns and legal representatives, of and from any and all rights, claims, liens, remedies or causes of action, of whatever nature, which MULTIBANK and RES-GA now have, or which it may have had which relate to or arise from the subject matter or litigation of the Harp Claim, the HD Supply Claim or the Lawsuit.

CHICAGO TITLE and ATC and Andersen hereby release MULTIBANK and RES-GA and their servants, employees, officers, managers, stockholders, insurers, underwriters, parents, subsidiaries and affiliated corporations, successors, assigns and legal representatives, of and from any and all rights, claims, liens, remedies or causes of action, of whatever nature, which CHICAGO TITLE or ATC now has or may have had which relate to or arise from the subject matter or litigation of the Harp Claim, the HD Supply Claim or Lawsuit.

2. **Express Reservation.** Except as expressly released herein, RES-GA and its successors, assigns, and successors-in-interest with respect to the Southern Lumber loan and the property secured under that loan do not release, and expressly preserve fully and to the same extent as if this Agreement had not been executed, any rights, claims or causes of action under the Title Policy unrelated to the specific claim regarding the Green Space in the Lawsuit, the HD Supply Claim or the Harp Claim. CHICAGO TITLE hereby agrees and confirms that the Title Policy hereby remains valid and enforceable as to the Southern Lumber loan and underlying collateral other than as expressly stated herein. This Agreement, and specifically this paragraph, shall not

be construed as creating or affirming rights or obligations under the Title Policy that do not otherwise exist.

3. **Severability.** Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement, and all remaining parts shall be legal, valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable provision had not been included.

4. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and is the entire agreement of the Parties.

5. **Counterparts.** This Agreement may be executed in several counterparts, each of which is, and shall be deemed, an original and all of which, together, shall be one and the same instrument.

(b)(6)

CHICAGO TITLE INSURANCE COMPANY

By: Matt Semple

Title: Claims Counsel/ATP

ANDERSEN, TATE & CARR, P.C.

By: _____

Title: _____

THOMAS J. ANDERSEN

By: _____

Title: _____

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CHICAGO TITLE INSURANCE COMPANY

By: _____

Title: _____

ANDERSEN, TATE & CARR, P.C.

By: Thomas T. Tate

Title: President

THOMAS J. ANDERSEN

By: _____

Title: _____

(b)(6)

(b)(6)

MULTIBANK 2009-1 RES-ADC VENTURE, LLC

By: RL RES 2009-1 Investments, LLC, a Delaware limited liability company, its Manager

By: Rialto Capital Advisors, LLC, a Delaware limited liability company, as its attorney-in-fact

By: (Seal) (b)(6)

Matthew Shulman
Authorized Signatory

By: (Seal) (b)(6)

Stephen J. Kyle, Jr.
Authorized Signatory

RES-GA Landing, LLC, a Georgia limited liability company, as agent and attorney-in-fact for Southern Lumber II, LLC

By: Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company, its Sole Member

By: RL RES 2009-1 Investments, LLC, a Delaware limited liability company, its Manager

By: Rialto Capital Advisors, LLC, a Delaware limited liability company, as its attorney-in-fact

By: (Seal) (b)(6)

Matthew Shulman
Authorized Signatory

By: (Seal) (b)(6)

Stephen J. Kyle, Jr.
Authorized Signatory

MULTIBANK 2009-1 RES-ADC VENTURE, LLC

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By: Rialto Capital Advisors, LLC, a Delaware limited liability company, as its attorney-in-fact

By  (Seal) (b)(6)

Matthew Shulman
Authorized Signatory

By  (Seal) (b)(6)

Stephen J. Hyde, Jr.
Authorized Signatory

RES-GA Landing, LLC, a Georgia limited liability company, as agent and attorney-in-fact for Southern Lumber II, LLC

By: Multibank 2009-1 RES-ADC Venture, LLC, a Delaware limited liability company, its Sole Member

By: RL RES 2009-1 Investments, LLC, a Delaware limited liability company, its Manager

By: Rialto Capital Advisors, LLC, a Delaware limited liability company, as its attorney-in-fact

By  (Seal) (b)(6)

Matthew Shulman
Authorized Signatory

By  (Seal) (b)(6)

Stephen J. Hyde, Jr.
Authorized Signatory

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Settlement Agreement") is entered by: (1) the Federal Deposit Insurance Corporation as Receiver for Integrity Bank of Alpharetta, Georgia ("FDIC-R"), (2) Andersen, Tate & Carr, P.C., ("ATC"), and (3) Chicago Title Insurance Company ("Chicago Title") (collectively, "Parties"), all of whom agree as follows:

RECITALS

WHEREAS ATC closed a loan from Integrity Bank to Southern Lumber II, LLC on November 19, 2007 ("the Closing"), the proceeds of which were to be used for (i) partial satisfaction of a previous loan from Colonial Bank to Southern Lumber II, LLC, and (ii) development of a residential subdivision known as Bellah Landing in Henry, County, Georgia; and

WHEREAS Chicago Title issued a Lender's title insurance policy to Integrity Bank ("Title Policy") in connection with the Closing; and

WHEREAS the FDIC-R was appointed as Receiver of Integrity Bank following the bank's failure in August 2008; and

WHEREAS the FDIC-R filed a lawsuit against ATC and Chicago Title arising from the Closing and Title Policy, styled Federal Deposit Insurance Corporation, in its Capacity as Receiver for Integrity Bank of Alpharetta, Georgia v. Andersen, Tate & Carr, P.C., and Chicago Title Insurance Company, 1:10-CV-3383, N.D.Ga ("Lawsuit"); and

WHEREAS the FDIC-R alleges in the Lawsuit that in connection with the Closing, ATC negligently failed to ensure Integrity Bank received a first priority security interest in approximately 57 acres of green space ("Green Space") within Bellah Landing; and

WHEREAS the FDIC-R also alleges in the Lawsuit that Chicago Title is liable under the Title Policy for losses sustained by Integrity Bank as a result of its failure to receive a first priority security interest in the Green Space; and

WHEREAS the Parties deny any liability towards one another and deny any negligence, breach, or wrongdoing; and

WHEREAS the Parties wish to settle the claims in the Lawsuit without the expense and inconvenience of further litigation;

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Settlement Agreement and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Payment by ATC.** On behalf of ATC and Chicago Title jointly, ATC shall pay or cause to be paid, on or before April 30, 2012, the sum of Two Hundred and Forty Thousand Dollars (\$240,000.00) to the FDIC-R, by way of check made payable to "FDIC, as Receiver of Integrity Bank" with the following information printed clearly on the face of the check or on the attached check stub: "Integrity Bank FIN LIMS , said check to be delivered to Steven C. Morrison, Counsel, 7777 Baymeadows Way West, Ste. 551L, Jacksonville, FL 32256. Within 14 days after the FDIC-R receives the settlement payment, the FDIC-R shall file a notice dismissing the Lawsuit against ATC and Chicago Title with prejudice.

(b)(2)

(b)(2)

2. **Warranties by FDIC-R; Condition of Settlement** As a material inducement for ATC and Chicago Title to enter this Settlement Agreement, the FDIC-R represents, warrants, and avers that (i) the FDIC-R has not transferred or assigned to any person or entity any claim

that has been or could have been asserted by FDIC-R in this Lawsuit and (ii) the FDIC-R is the owner of the claims released in this Settlement Agreement.

The Parties agree that this Agreement is conditioned upon RES-GA, LLC (current owner of the Security Deed securing Integrity Bank's loan to Southern Lumber II, LLC) granting a full release of any past, present, or future claims pertaining to the Green Space.

3. Releases. In consideration of the above-referenced payment to the FDIC-R, by or on behalf of ATC and Chicago Title jointly, the FDIC-R (on behalf of itself and Integrity Bank, and any of their successors, assigns, or anyone acting by or through them) hereby forever fully and finally releases, acquits and discharges: ATC and Chicago Title, along with ATC's and Chicago Title's partners, shareholders, directors, officers, predecessors, successors, parents, subsidiaries, affiliates, agents, attorneys, employees, and insurers (including Travelers Insurance and any of its affiliates) from any and all claims, liabilities, demands, actions, causes of action or any other rights or asserted rights to the payment of money or the performance of any obligation (whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, known or unknown, express or implied, legal or equitable) that arise from or relate to any claim asserted, or that could have been asserted, in the Lawsuit.

In consideration of the releases granted by FDIC-R herein, ATC, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and insurers, and their successors and assigns, hereby releases and discharges FDIC-R, and its employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to any claim asserted in the Lawsuit.

In consideration of the releases granted by FDIC-R herein, Chicago Title, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and insurers, and

their successors and assigns, hereby releases and discharges FDIC-R, and its employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to any claim asserted in the Lawsuit.

4. **Cost of Litigation.** The Parties agree to bear their own respective costs and attorneys' fees and agree not to make a claim against any of the other Parties relating in any way to the Lawsuit or the negotiation of this Settlement Agreement.

5. **Liability Denied by All Parties.** The Parties expressly deny any negligence, errors, omissions, or other wrongdoing and further deny liability to all other undersigned Parties to this Settlement Agreement. The Parties acknowledge that ATC's payment to the FDIC-R of \$240,000 and the FDIC-R's procurement of a release from RES-GA, LLC are actions taken as a complete compromise of the released claims, which involve disputed issues of fact and law, and the Parties assume the risk that the facts or law may be other than they believe. The Parties mutually acknowledge that no party has made any representations regarding the facts or law. The Parties further mutually acknowledge that they have read this Settlement Agreement and understand the terms thereof.

6. **Severability.** The Parties agree that in the event any portion or part of this Settlement Agreement shall be found to be invalid or unenforceable, such portion(s) will be stricken, however, the remaining parts of this Settlement Agreement shall remain binding and effective.

7. **Express Reservations From Releases By FDIC-R.** Notwithstanding any other provision contained in this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

a. under the Title Policy which were not released in that certain RES-GA Landing, LLC Release Agreement attached hereto as Exhibit "A"; or

b. against any person or entity not expressly released in this Agreement.

Notwithstanding any other provision contained in this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in its Corporate Capacity in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation. FDIC-R is aware of no such claims or potential claims against parties released herein.

Notwithstanding any other provision contained in this Agreement, this Agreement does not purport to waive, or intend to waive, any claims which have been or could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Northern District of Georgia or any other federal judicial district. FDIC-R is aware of no such claims or potential claims against parties released herein.

Notwithstanding any other provision contained in this Agreement, Chicago Title does not purport to waive or intend to waive, any claims, objections, or arguments that Chicago Title may have regarding the right, ability or standing of FDIC-R, its successors or assigns, on any future claims that may be brought under the Title Policy.

8. Entire Agreement, Governing Law, Etc. This Settlement Agreement is an integrated document that constitutes the entire agreement of the Parties on this subject matter, and it supersedes any and all prior agreements, oral and written. The Parties acknowledge that they have executed this Settlement Agreement voluntarily, knowingly, and with the benefit of advice from legal counsel of their own choosing. Each undersigned party further acknowledges that he, she, or it has lawful authority to enter into this Settlement Agreement. The Parties agree

that, in the event of a dispute about the meaning, construction or interpretation of this Settlement Agreement, no presumption shall apply regarding the construction or language of this Settlement Agreement, either for or against any party hereto. This Settlement Agreement shall be construed under and governed under the laws of the State of Georgia and is the entire agreement of the Parties, superseding any prior, oral or written understanding and agreement. The terms of this Agreement cannot be revoked, amended or altered, except in writing, signed by all Parties.

9. **Execution of Originals.** The Parties agree this Settlement Agreement may be executed in counterpart originals and each fully executed counterpart shall be deemed an original.

FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INTEGRITY BANK OF
ALPHARETTA, GEORGIA

	<small>Digitally signed by Steven C. Morrison DN: cn=Steven C. Morrison, ou=FDIC, ou=Professional Liability + Financial Crimes, email=stemorrison@fdic.gov, c=US Date: 2012.04.17 12:00:28 -0400</small>
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(b)(6)

By: Steven C. Morrison

Title: Counsel

ANDERSEN, TATE & CARR, P.C.

By: _____

Title: _____

CHICAGO TITLE INSURANCE CO.

By: _____

Title: _____

that, in the event of a dispute about the meaning, construction or interpretation of this Settlement Agreement, no presumption shall apply regarding the construction or language of this Settlement Agreement, either for or against any party hereto. This Settlement Agreement shall be construed under and governed under the laws of the State of Georgia and is the entire agreement of the Parties, superseding any prior, oral or written understanding and agreement. The terms of this Agreement cannot be revoked, amended or altered, except in writing, signed by all Parties.

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FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INTEGRITY BANK OF
ALPHARETTA, GEORGIA

By: _____

Title: _____

ANDERSEN TATE & CARR, P.C.

(b)(6)

By: Thomas T. Tate

Title: President

CHICAGO TITLE INSURANCE CO.

By: _____

Title: _____

that, in the event of a dispute about the meaning, construction or interpretation of this Settlement Agreement, no presumption shall apply regarding the construction or language of this Settlement Agreement, either for or against any party hereto. This Settlement Agreement shall be construed under and governed under the laws of the State of Georgia and is the entire agreement of the Parties, superseding any prior, oral or written understanding and agreement. The terms of this Agreement cannot be revoked, amended or altered, except in writing, signed by all Parties.

9. **Execution of Originals.** The Parties agree this Settlement Agreement may be executed in counterpart originals and each fully executed counterpart shall be deemed an original.

FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INTEGRITY BANK OF
ALPHARETTA, GEORGIA

By: _____

Title: _____

ANDERSEN, TATE & CARR, P.C.

By: _____

Title: _____

CHICAGO TITLE INSURANCE CO.

(b)(6)

By: Matt Sample

Title: Claims Counsel/AVP