

SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

THIS AGREEMENT is made and entered into this 27th day of May, 2011 by and between Plaintiff FDIC, as Receiver for BankFirst, (hereinafter "FDIC-R") and Defendants Anoka Appraisal Services (hereinafter "Anoka"), Charles Hanson, individually and as owner and sole proprietor of Anoka Appraisal Services, (hereinafter "C.Hanson"), Lori Hanson (hereinafter "L.Hanson"), James A. Zweifel (hereinafter "Zweifel") and Hanson Appraisal Services, Inc., formerly known as Hanson Appraisal Services, LLC, (hereinafter collectively referred to as "Hanson Appraisal"). Anoka, C.Hanson, L.Hanson, Zweifel and Hanson Appraisal are hereinafter sometimes collectively referred to as "Defendants".

WHEREAS, prior to July 17, 2009, BankFirst was a depository institution organized and existing under the laws of South Dakota;

WHEREAS, on July 17, 2009, South Dakota Division of Banking closed BankFirst, and pursuant to 12 U.S.C. § 1821(c), 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 BankFirst, including those with respect to its assets;

WHEREAS, among the assets to which the FDIC-R succeeded were any and all of BankFirst's claims, demands, and causes of actions against third parties arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts affecting BankFirst;

WHEREAS, prior to its closing, BankFirst had filed a complaint for money damages in the District Court for Anoka County, Minnesota, arising out of a certain appraisal issued by Anoka on or about February 8, 2006 (hereinafter "Appraisal") in connection with loans for a personal residence located at [REDACTED] Buffalo, Minnesota 55313 (hereinafter "Property");

(b)(4),(b)(6)

WHEREAS, BankFirst issued two loans in relation to the Property, loan numbers

(b)(4),(b)(6)

[REDACTED] that totaled \$1,920,000 (hereinafter "Loans");

WHEREAS, the FDIC-R, following its appointment as receiver for BankFirst, was substituted for BankFirst and removed the litigation to the United States District Court for the District of Minnesota, in an action styled "FDIC, as Receiver for BankFirst, a South Dakota corporation, v. Anoka Appraisal Services, Inc., et al.," Case No. 09-2360 (JRT-RLE) (hereinafter "Action");

WHEREAS, in said Action, the FDIC-R asserted claims against Defendants, including fraudulent and negligent misrepresentation, misrepresentation by omission and a right of action under Minnesota Statutes § 82B.24 and the Minnesota Consumer Fraud Act;

WHEREAS, in said Action, Hanson Appraisal has asserted cross-claims against Anoka, C.Hanson, L. Hanson and Zweifel (hereinafter sometimes collectively referred to as "Appraisers");

WHEREAS, Liberty Surplus Insurance Corporation (hereinafter "Liberty") issued a liability policy, policy number [REDACTED] (hereinafter "Policy"), which insured Appraisers according to the terms, provisions and conditions of the Policy;

(b)(4)

WHEREAS, Appraisers have made claims under the Policy;

WHEREAS, to avoid further expensive and protracted litigation, the FDIC-R and Defendants desire to settle and resolve all claims and defenses in the Action in accordance with the terms and conditions set forth in this Settlement Agreement and Release of Claims (hereinafter "Agreement");

WHEREAS, the FDIC-R does not admit that any of its claims lack merit or that any of Defendants' defenses are valid;

WHEREAS, Defendants are not admitting any liability with regard to the FDIC-R's claims, whether asserted or not, by entering into this Agreement;

WHEREAS, Appraisers are not admitting any liability with regard to Hanson Appraisal's cross-claims, whether asserted or not, by entering into this Agreement;

WHEREAS, Defendants deny that Hanson Appraisal is a successor in interest to Anoka and that Hanson Appraisal's purchase of Anoka was in any way fraudulent or not part of an arm's length transaction; and

WHEREAS, Liberty has represented to the FDIC-R, through correspondence attached to this Agreement as **Exhibit A**, the amount that remains under the Policy;

NOW, THEREFORE, in consideration of the foregoing and the payments, releases and mutual promises and covenants set forth in this Agreement, the sufficiency of which consideration is hereby acknowledged, the FDIC-R and Defendants agree and declare as follows:

1. Payments to FDIC-R.
 - a. In full and final settlement of all claims and causes of action which the FDIC-R has asserted or could have asserted against

Defendants in this Action, Appraisers, jointly and severally, shall pay to the FDIC-R the total sum of Two Hundred Twenty Three Thousand One Hundred Nineteen and No/100 Dollars (\$223,119.00) (hereinafter "Appraisers' Payment"). Appraisers represent that said payment will be made by Liberty on behalf of Appraisers pursuant to the Policy, and the FDIC-R represents that it understands and consents to said payment being made by Liberty on behalf of Appraisers.

- b. In full and final settlement of all claims and causes of action which the FDIC-R has asserted or could have asserted against Defendants in this Action, Hanson Appraisal shall pay to the FDIC-R the total sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (hereinafter "Hanson Appraisal's Payment").
- c. Undersigned counsel for FDIC-R, counsel for Appraisers, and counsel for Hanson Appraisal shall exchange signed originals of the Agreement executed by the FDIC-R, Appraisers, and Hanson Appraisal, respectively. Counsel for the parties shall hold the executed originals of the Agreement in escrow until the releases become effective in accordance with this Agreement.
- d. Appraisers' payment to the FDIC-R shall be made not later than thirty (30) days after the FDIC-R's execution of this Agreement in accordance with the following procedure:

- i. Not later than thirty (30) days after receipt of the Agreement executed by the FDIC-R, counsel for Appraisers shall deliver to counsel for FDIC-R a check from Liberty in the amount of Appraisers' Payment payable to "FDIC, as Receiver for BankFirst". Upon receipt of the check for Appraisers' Payment, the FDIC-R is authorized to cash the check.
- ii. In the event that Appraisers' check is not honored or that the FDIC-R has not received Appraisers' Payment in full for any reason, counsel for FDIC shall promptly notify counsel for Appraisers. Appraisers shall cure the deficiency and make full payment through Liberty in cash or cash equivalent to FDIC-R not later than five (5) business days after Appraisers' counsel receives notification that payment in full was not received.
- iii. Counsel for FDIC-R shall promptly notify counsel for Appraisers and counsel for Hanson Appraisal in writing when Appraisers' Payment has been received in full by the FDIC-R.
- e. Counsel for Hanson Appraisal shall deliver to counsel for FDIC-R a cashiers check or money order payable to "FDIC, as Receiver for BankFirst" in the amount of Hanson Appraisal's Payment not later than thirty (30) days after the FDIC-R delivers to counsel for Hanson Appraisal a signed original of the Agreement executed by the FDIC-R.

2. No Admission of Liability. Defendants' payments to the FDIC-R are the compromise of asserted and disputed claims and defenses. Defendants' payments shall not be construed as an admission of liability in the Action on the part of Defendants, and Defendants deny liability therefor and intend merely to avoid litigation and resolve this dispute. Neither this Agreement nor any act or statements made by any party in connection with this Agreement shall constitute or be claimed by any person to be an admission or evidence of liability in the Action, all of which is expressly denied by Defendants. This Agreement shall not be offered or received into evidence by or against the FDIC-R or any of the Defendants except to enforce its terms.

3. Attorneys' Fees and Expenses. The FDIC-R and Defendants shall be responsible for the payment of their own respective attorneys' fees and expenses in connection with this Action. The FDIC-R and Defendants acknowledge and agree that neither is liable for any attorneys' fees or expenses incurred by the other in connection with the Action or negotiation and execution of this Agreement.

4. Dismissal of Civil Action. The FDIC-R and Defendants hereby direct their respective legal counsel to execute and file a Stipulation of Dismissal with Prejudice in the form attached hereto as **Exhibit B** to secure a final and binding dismissal with prejudice of this Action without further cost or expenses to any party. Said Stipulation of Dismissal with Prejudice is intended to dismiss all claims against Defendants, including any and all cross-claims Hanson Appraisal asserted or could have asserted against Appraisers. The Stipulation of Dismissal with Prejudice shall be filed by counsel for FDIC-R as soon as practicable after the releases become effective in accordance with this Agreement.

5. The FDIC-R's Full and Final Release of All Claims. Effective upon complete execution of this Agreement by all parties and receipt in cash by FDIC-R of the Appraisers' Payment and Hanson Appraisal's Payment as set forth in paragraph 1, the FDIC-R, for itself and each of its current and former predecessors, successors, assigns, directors, officers, employees, attorneys, agents, and representatives (hereinafter collectively the "FDIC-R Parties"), hereby absolutely and unconditionally releases, acquits, and forever discharges Appraisers and Hanson Appraisal, and each of their respective current and former affiliates, subsidiaries, related companies, predecessors, successors, assigns, directors, officers, employees, attorneys, brokers, agents, executors, administrators, members, insurers, other representatives, and/or heirs (hereinafter collectively "Appraisers Parties" and "Hanson Appraisal Parties," respectively), from any and all claims, disputes, demands, actions, suits, complaints, contracts, debts, agreements, damages (including attorneys' fees), judgments, executions, costs, expenses, and other liabilities whatsoever, whether liquidated or unliquidated, absolute or contingent, known or unknown, that they had, may have, or could have in the future related to the Property, the Appraisal, the Loans, the subject matter of the Action (including any allegation in the Complaint, Amended Complaint or Second Amended Complaint in this Action), and the Policy.

6. Appraisers' Full and Final Release of All Claims. Effective upon complete execution of this Agreement by all parties and receipt in cash by the FDIC-R of the Appraisers' Payment and Hanson Appraisal's Payment as set forth in paragraph 1, Appraisers, for themselves and each of the Appraisers Parties, hereby absolutely and unconditionally release, acquit, and forever discharge the FDIC-R, the FDIC-R Parties,

Hanson Appraisal, and the Hanson Appraisal Parties, from any and all claims, disputes, demands, actions, suits, complaints, contracts, debts, agreements, damages (including attorneys' fees), judgments, executions, costs, expenses, and other liabilities whatsoever, whether liquidated or unliquidated, absolute or contingent, known or unknown, that they had, may have, or could have in the future related to the Property, the Appraisal, the Loans, the subject matter of the Action (including any allegation in the Complaint, Amended Complaint or Second Amended Complaint in this Action), and the Policy.

7. Hanson Appraisal's Full and Final Release of All Claims. Effective upon complete execution of this Agreement by all parties and receipt in cash by the FDIC-R of the Appraisers' Payment and Hanson Appraisal's Payment as set forth in paragraph 1, Hanson Appraisal, for itself and each of the Hanson Appraisal Parties, hereby absolutely and unconditionally releases, acquits, and forever discharges the FDIC-R, the FDIC-R Parties, Appraisers, and Appraisers Parties, from any and all claims, disputes, demands, actions, suits, complaints, contracts, debts, agreements, damages (including attorneys' fees), judgments, executions, costs, expenses, and other liabilities whatsoever, whether liquidated or unliquidated, absolute or contingent, known or unknown, that they had, may have, or could have in the future related to the Property, the Appraisal, the Loans, the subject matter of the Action (including any allegation in the Complaint, Amended Complaint or Second Amended Complaint in this Action), and the Policy.

8. Exclusions from Releases Given by the FDIC-R and FDIC-R Parties.

Notwithstanding any other provision of this Agreement, the FDIC-R and FDIC-R Parties do not release, and expressly preserve fully, (a) any claims or causes of action against any person expressly receiving a release under this Agreement for any liability such person has or may have as maker, endorser, or guarantor of any promissory note or indebtedness; and (b) any claims or causes of action against any person not expressly receiving a release by FDIC-R or any of the FDIC-R Parties under this Agreement. Nothing in this Agreement shall be construed as (a) any limit, waiver, release, diminishment or compromise of the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or in its ability to institute administrative enforcement proceedings seeking any relief it is authorized to seek pursuant to regulatory authority against any person; and (b) any waiver of claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for any federal district, or any other department or agency of the United States as defined by 18 U.S.C. § 6.

9. Reliance. In entering into this Agreement, it is understood and agreed that the FDIC-R and Defendants rely wholly upon their own judgment, belief, and knowledge as to the nature, extent, effect and duration of the damages, and that this Agreement is entered into without relying upon any statement or representation on behalf of any other party to this Agreement or their representatives or agents, except as set forth in this Agreement. The FDIC-R and Defendants acknowledge and agree that the FDIC-R is relying on the statements and representations of Liberty in Exhibit A, that the Appraisers' Payment comes within the remaining policy limits as represented by Liberty,

and that Liberty has agreed to pay up to the remaining limits under the Policy to settle the Action on behalf of Appraisers pursuant to the Policy and Exhibit A.

10. Entire, Final Agreement. This Agreement constitutes the entire agreement and understanding by and between the FDIC-R and Defendants and it supersedes any prior agreement or understanding. All fully executed copies of this Agreement, by counterparts or otherwise, shall be considered duplicate originals which shall be equally admissible in evidence. This Agreement shall be binding upon and inure to the benefit of the FDIC-R and Defendants and their respective heirs, executors, administrators, representatives, attorneys, successors, and assigns.

11. Amendments. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing. Any amendment, modification, or waiver of any provision of this Agreement must be signed by the FDIC-R and Defendants or by their respective authorized attorney(s) or other representative(s).

12. Effectuation of Agreement. The FDIC-R and Defendants agree to cooperate in good faith and timely perform any act, including the signing of documents reasonably necessary to effect the terms and intent of this Agreement and any and all documents reasonably necessary to carry out the terms and conditions of payment as set forth in Paragraph 1 of this Agreement and to conclude this Action.

13. 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 Minnesota, without regard to its conflicts of laws.

14. Forum. Any legal action brought to enforce this Agreement shall be brought in the United States District Court for the District of Minnesota. The FDIC-R

and Defendants agree and consent to jurisdiction in the United States District Court for the District of Minnesota.

15. Severability. In the event that one or more provisions of this Agreement are found by a court to be invalid or unenforceable, the parties shall inform the court that they will make a good-faith attempt to modify the Agreement to achieve the original intentions of the parties in a manner that is valid and enforceable. Should the parties be unable to agree to such a modification of the Agreement, they shall so inform the court, in which case the parties hereby agree that any party may request that the court, in accordance with applicable law, reform the Agreement to achieve the parties' intentions. In any event, the remaining provisions of the Agreement shall remain in full force and effect.

16. Title and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

17. Voluntary and Knowing Action. The FDIC-R and Defendants, each for himself, herself, or itself, acknowledge that in the negotiation, preparation and execution of this Agreement, they have had a full opportunity to obtain legal advice from, have consulted with and have been advised and represented by their respective independent legal counsel of their own choosing regarding matters relative to this Agreement, including their rights and obligations under this Agreement. The FDIC-R and Defendants further acknowledge that they have carefully read and fully understand and accept the terms of this Agreement, this Agreement has been explained to them by their respective independent legal counsel of their own choosing, they understand and are

fully aware of the legal effect of the terms and contents of this Agreement, they are entering into and signing this Agreement freely, voluntarily, without duress and after receiving the advice of their legal counsel, and they understand that by signing this Agreement each signatory waives any rights to assert any claims that he, she, or it has released under the Agreement.

18. Waiver of Construction Against Drafter. The FDIC-R and Defendants, each for himself, herself, or itself, acknowledge that this Agreement has been negotiated jointly and at arms-length by and among persons knowledgeable in the matters dealt with herein, with the FDIC-R and Defendants each having ample opportunity to review and approve of this Agreement. The FDIC-R and Defendants agree that any rule of law or other statutes, legal decisions or common law principles, which, if applicable, would require the interpretation of any ambiguities in the Agreement against the party that drafted it, shall be of no application and are hereby expressly waived.

19. Authority to Sign. The FDIC-R and Defendants, each for himself, herself, or itself, hereby represent and warrant to one another (a) that they have full power, capacity, and authority to enter into and bind themselves to every provision of this Agreement and to carry out its obligations; and (b) that the person signing for each party has the capacity and authority to sign on such party's behalf.

20. Signatures On Agreement. The Agreement can be signed in counterparts, and with all signatures, shall be deemed a complete original, binding on all signatory parties as if all signatures appeared on one and the same document.

IN WITNESS WHEREOF, the FDIC-R and Defendants, by themselves or by a duly authorized representative, have executed this Agreement on the respective dates set forth below.

FEDERAL DEPOSIT INSURANCE CORPORATION, As Receiver for BankFirst

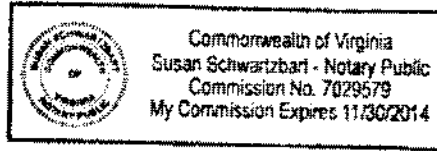
Date: May 23, 2011

By: (b)(6)

Its: COUNSEL, FDIC
Printed Name: THOMAS J. O'BRIEN

Subscribed and sworn to before me this 23 day of May, 2011.

(b)(6)
Notary Public



County of Arlington

ANOKA APPRAISAL SERVICES

Date: _____, 2011

By: _____
Its: _____
Printed Name: _____

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public

Date: _____, 2011

Charles Hanson, individually and as owner and sole proprietor of Anoka Appraisal Services

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public

IN WITNESS WHEREOF, the FDIC-R and Defendants, by themselves or by a duly authorized representative, have executed this Agreement on the respective dates set forth below.

FEDERAL DEPOSIT INSURANCE CORPORATION, As Receiver for BankFirst

Date: _____, 2011

By: _____

Its: _____

Printed Name: _____

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public

ANOKA APPRAISAL SERVICES

Date: 5/23/2011, 2011

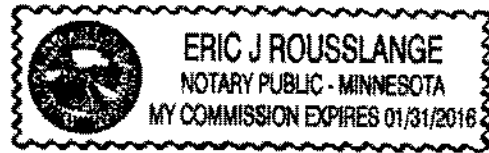
By: (b)(6)

Its: CJH

Printed Name: CHARLES J HANSON

Subscribed and sworn to before me this 23rd day of May, 2011.

(b)(6)
Notary Public



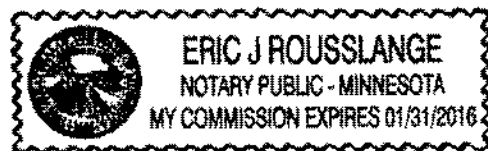
Date: 5/23/2011, 2011

(b)(6)

Charles Hanson, individually and as owner and sole proprietor of Anoka Appraisal Services

Subscribed and sworn to before me this 23rd day of May, 2011.

(b)(6)
Notary Public



(b)(6)

Date: 5-24, 2011

[Redacted Signature]

Lori Hanson

Subscribed and sworn to before me
this 24th day of May, 2011.

(b)(6)

[Redacted Signature]

Notary Public



Date: _____, 2011

James A. Zweifel

Subscribed and sworn to before me
this ____ day of _____, 2011.

Notary Public

HANSON APPRAISAL SERVICES

Date: _____, 2011

By: _____

Its: _____

Printed Name: _____

Subscribed and sworn to before me
this ____ day of _____, 2011.

Notary Public

Date: _____, 2011

Lori Hanson

Subscribed and sworn to before me
this ____ day of _____, 2011.

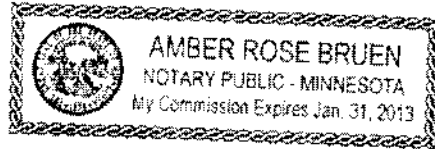
Notary Public

Date: 5/23/2011, 2011

James A. Zweifel

Subscribed and sworn to before me
this 23 day of May, 2011.

Notary Public



HANSON APPRAISAL SERVICES

Date: _____, 2011

By: _____

Its: _____

Printed Name: _____

Subscribed and sworn to before me
this ____ day of _____, 2011.

Notary Public

Date: _____, 2011

Lori Hanson

Subscribed and sworn to before me
this ____ day of _____, 2011.

Notary Public

Date: _____, 2011

James A. Zweifel

Subscribed and sworn to before me
this ____ day of _____, 2011.

Notary Public

HANSON APPRAISAL SERVICES

Date: 5/27, 2011

By: _____

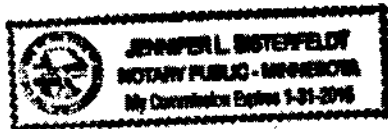
(b)(6)

Its: President

Printed Name: Mark Hanson

Subscribed and sworn to before me
this 27th day of May, 2011.

(b)(6) _____
Notary Public _____



APPROVED AS TO CONTENT AND FORM:

Date: May 25, 2011

THOMSEN & NYBECK, P.A.

(b)(6)

By:

David J. McGee (#203403)
Debra M. Newel (#340960)
Attorneys for Defendants Anoka
Appraisal Services, Charles Hanson,
Lori Hanson and James A. Zweifel
3600 American Blvd. West, Suite 400
Bloomington, Minnesota 55431
Telephone No. (952) 835-7000

Date: _____, 2011

FAFINSKI MARK & JOHNSON, P.A.

(b)(6)

By:

Patrick J. Rooney (#198274)
Allison M. Palmer (#341228)
Attorneys for Plaintiff FDIC,
as Receiver for BankFirst
Flagship Corporate Center
775 Prairie Center Drive, Suite 400
Eden Prairie, Minnesota 55344
Telephone No.: (952) 995-9500

Date: _____, 2011

GRIES & LENHARDT, P.L.L.P.

By:

Patrick W. Michenfelder (#024207X)
Attorneys for Defendant Hanson
Appraisal Services, Inc.
12725 - 43rd Street NE
Suite 201
St. Michael, MN 55376
Telephone No.: (763) 497-3099

APPROVED AS TO CONTENT AND FORM:

Date: _____, 2011

THOMSEN & NYBECK, P.A.

By: _____

David J. McGee (#203403)
Debra M. Newel (#340960)
Attorneys for Defendants Anoka
Appraisal Services, Charles Hanson,
Lori Hanson and James A. Zweifel
3600 American Blvd. West, Suite 400
Bloomington, Minnesota 55431
Telephone No. (952) 835-7000

Date: _____, 2011

FAFINSKI MARK & JOHNSON, P.A.

By: _____

Patrick J. Rooney (#198274)
Allison M. Palmer (#341228)
Attorneys for Plaintiff FDIC,
as Receiver for BankFirst
Flagship Corporate Center
775 Prairie Center Drive, Suite 400
Eden Prairie, Minnesota 55344
Telephone No.: (952) 995-9500

Date: 5/27, 2011

GRIES & LENHARDT, P.L.L.P.

By: _____

Patrick W. Michenfelder (#024207X)
Attorneys for Defendant Hanson
Appraisal Services, Inc.
12725 - 43rd Street NE
Suite 201
St. Michael, MN 55376
Telephone No.: (763) 497-3099

LAW OFFICES OF
GAGLIONE & DOLAN
A PROFESSIONAL CORPORATION

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TELEPHONE (310) 914-7966
FACSIMILE (310) 914-7915

March 29, 2011

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
Certified No. 7005 1820 0001 5828 2959

Messrs. Patrick J. Rooney and Donald Chance Mark, Jr.
Fafinski, Mark & Johnson, PA
775 Prairie Center Drive, Suite 400
Eden Prairie, Minnesota 55344

(b)(4) Re: CLAIM NO.: [REDACTED]
INSURED: Anoka Appraisal Services
CLAIMANT: Bank First
(b)(4) OUR FILE NO.: [REDACTED]

Dear Messrs. Rooney and Mark:

This office serves as national claims counsel for the Liberty Surplus Insurance Corp. ("Liberty") Real Estate Appraiser Professional Liability Program.

Liberty issued to Anoka Appraisal Services policy number [REDACTED] effective (b)(4) February 15, 2007 to February 15, 2008. There was an extended reporting period endorsement which extended the time for reporting claims to February 15, 2011. The policy has a \$500,000 limit of liability which is reduced by claims expense. A total of four (4) claims were reported against the subject policy. As of March 23, 2011, Liberty has paid \$256,460 in indemnity and claims expense payments for the above mentioned four (4) claims. An additional \$20,421 has been incurred but not yet paid.

Liberty will agree to pay the remaining limits of \$223,119 to settle the above matter.

Very truly yours,

GAGLIONE & DOLAN

(b)(6) [REDACTED]

LINDSAY MC MENAMIN

(b)(6) [REDACTED]

LM:glhm

cc: Mr. David McGee
Mr. Charles Hanson

Z:\Cases\18100.2814\ConesplRooney&Mark.032911.wpd



**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

FDIC, as Receiver for BankFirst, a South
Dakota corporation,

Court File No. 09-2360 (JRT-LIB)

Plaintiff,

vs.

Anoka Appraisal Services, an unincorporated
entity based in Minnesota; Charles Hanson, an
individual, as owner and sole proprietor of
Anoka Appraisal Services; Hanson Appraisal
Services, Inc., a Minnesota corporation, as
current successor to Anoka Appraisal Services;
James A. Zweifel, an individual; and Lori
Hanson, an individual,

Defendants.

STIPULATION OF DISMISSAL WITH PREJUDICE

The above-entitled action, having been fully comprised and settled:

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Plaintiff
FDIC, as Receiver for BankFirst, and Defendants Anoka Appraisal Services, Charles Hanson,
individually and as owner and sole proprietor of Anoka Appraisal Services, Hanson Appraisal
Services, Inc., James A. Zweifel and Lori Hanson through their respective counsel, that said
action, including all cross-claims, counterclaims and third-party claims, may be and hereby is
dismissed with prejudice on the merits, but without further costs to any of these parties.



Date: _____, 2011

THOMSEN & NYBECK, P.A.

By: _____

David J. McGee (#203403)
Debra M. Newel (#340960)
Attorneys for Defendants Anoka
Appraisal Services, Charles Hanson,
Lori Hanson and James A. Zweifel
3600 American Blvd. West
Suite 400
Bloomington, Minnesota 55431
Telephone No. (952) 835-7000

Date: _____, 2011

FAFINSKI MARK & JOHNSON, P.A.

By: _____

Patrick J. Rooney (#198274)
Allison M. Palmer (#341228)
Attorneys for Plaintiff FDIC,
as Receiver for BankFirst
Flagship Corporate Center
775 Prairie Center Drive, Suite 400
Eden Prairie, Minnesota 55344
Telephone No.: (952) 995-9500

Date: _____, 2011

GRIES & LENHARDT, P.L.L.P.

By: _____

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Telephone No.: (763) 497-3099