

COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

MARY JO HUDSON,  
Superintendent of Insurance  
in her Capacity as Liquidator of  
The Guarantee Title and Trust  
Company,

Plaintiff,

vs.

THE GUARANTEE TITLE AND  
TRUST COMPANY,

Defendant.

Case No. 08 CVH 07 10725

Judge Reece

Related Case No. 09 CVH4 06 9350

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
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CLERK OF COURTS-CV

MOTION FOR APPROVAL OF SETTLEMENT

Mary Jo Hudson, Superintendent of Insurance, in her capacity as the Liquidator (the "Liquidator") of The Guarantee Title and Trust Company ("GTT"), respectfully requests that this Court enter an Order: (1) granting this Motion; (2) approving the settlement with former officers and directors of GTT and certain of GTT's affiliates, all as further specified in the document captioned Settlement Agreement and Mutual Release ("Settlement Agreement") attached and incorporated herein by reference as Exhibit 1; and (3) authorizing the Liquidator to enter into the Settlement Agreement. A Memorandum in Support is attached.

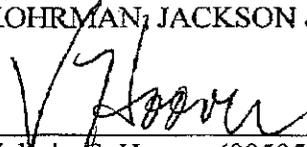
Respectfully submitted,

**RICHARD CORDRAY**

**Attorney General State of Ohio**

By Special Counsel:

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*Attorneys for Mary Jo Hudson, Superintendent,  
Ohio Department of Insurance, in her Capacity as  
Liquidator of The Guarantee Title and Trust  
Company*

## MEMORANDUM IN SUPPORT

### **I. GTT'S PROCEDURAL BACKGROUND**

Pursuant to an Agreed Order Appointing Rehabilitator entered in this case on July 28, 2008, the Ohio Superintendent of Insurance was appointed Rehabilitator of The Guarantee Title and Trust Company ("GTT") for the purpose of rehabilitating GTT. At the time, GTT was admittedly insolvent and operating in violation of insurance laws under the ownership and primary direction of Christopher M. Likens ("Likens"), Hiram E. Blomquist ("Blomquist") and other persons and entities they controlled. In late October, 2008, the Rehabilitator determined that additional attempts to rehabilitate GTT would substantially increase the risk of loss to its policyholder, creditors and/or the public and thereby would be futile. The Rehabilitator then asked this Court to enter a Final Order and Judgment of Liquidation (the "Liquidation Order"). Pursuant to the Liquidation Order entered in this case on October 27, 2008, the GTT rehabilitation was terminated, GTT was ordered liquidated pursuant to R.C. Chapter 3903, and the Ohio Superintendent of Insurance was appointed as GTT's Liquidator. The Liquidation Order invoked the statutory scheme set forth within R.C. Chapter 3903, the Ohio Insurers, Supervision, Rehabilitation, and Liquidation Act ("Liquidation Act").

### **II. BEST INTEREST OF A VIRTUALLY NO ASSET ESTATE**

Pursuant to the Liquidation Order's requirement that GTT be liquidated pursuant to the Liquidation Act, R.C. 3903.18(A) provides that an order to liquidate shall direct the Liquidator to administer the estate "under the general supervision of the court." The Liquidation Act also empowers the Liquidator to marshal collectible assets of GTT. Toward this end, the Liquidator commenced litigation against former officers, directors and controlling persons of GTT (including but not limited to Likens and Blomquist) and certain companies that are owned,

controlled or directed by or through Likens or Blomquist and that transacted business with GTT, including but not limited to Nations Holding Company (“Nations”), in a related case captioned, *Hudson v. Likens, et al.*, Franklin County Common Pleas Court Case No. 09 CVH4 06 9350 (Judge Bessey) (the “Litigation”).

The Liquidation Act authorizes the Liquidator to take such actions as deemed necessary or expedient to conserve or protect the insolvent insurer’s assets or property, including the authority to “compromise” claims involving assets of the insolvent insurer “upon such terms and conditions as [s]he considers best” in order to accomplish or aid in achieving the purposes of liquidation. R.C. 3903.21(A) (6), (A) (11), and (B). While the Ohio statutes do not have express guidelines for court evaluation of a proposed settlement, Ohio courts recognize the “broad and discretionary equitable powers” that the General Assembly delegated to the Superintendent acting in the capacity as a liquidator. *Fabe v. Prompt Finance, Inc.* (1994), 69 Ohio St.3d 268, 274. By comparison, the federal courts under the Bankruptcy Code have established guidelines for court evaluation of a settlement, which cases have afforded guidance in Ohio insurance liquidation cases. For example, in *In re Energy Cooperative, Inc.*, 886 F.2d 921, 927 (7th Cir. 1989), the court stated that “[t]he benchmark for determining the propriety of a bankruptcy settlement is whether the settlement is in the best interests of the estate.”

Pursuant to the foregoing Ohio law and relevant facts concerning collectability, the Liquidator evaluated possible strategies to redress the harm caused to GTT’s policyholders and maximize GTT’s assets in the Litigation. In the Liquidator’s judgment, it became apparent that the defendants, through 5 sets of attorneys, would take the Litigation through expensive pretrial motions and voluminous written discovery. It became apparent without early dispute resolution the litigation costs would exceed the limited assets of the GTT Estate and consume available

insurance coverage. The known D&O Insurance limits came from a wasting one million dollar policy, under which every dollar paid to defend the Litigation, was one less dollar available for payment to the GTT estate.<sup>1</sup> Thus, after conducting an asset search, the Liquidator requested an early mandatory mediation to resolve the Litigation to preserve collectible insurance proceeds. While the Litigation had commenced on June 22, 2009, the parties had not conducted much discovery by the time the Court ordered mandatory mediation on June 2, 2010. Instead, the litigation activity focused on numerous procedural motions necessitated in the Liquidator's judgment because of overly zealous positions taken by the defendants. Despite the procedural posture of the Litigation, as of July 30, 2010, the D&O insurer had paid over \$580,000 to the defense attorneys solely for activity in the Litigation (Judge Bessey Case).

As a result of the August 6 and November 3, 2010 mandatory mediation, the Liquidator and the Defendants entered into the Settlement Agreement attached and incorporated herein by reference as Exhibit 1. The Settlement Agreement resolves claims and counterclaims in the Litigation and other claims for an agreed amount of U.S. \$302,500 and it saves the Estate both the time and continued expense of protracted litigation that could have lasted more than 5 years.

Although it is not representative of the extent of what the Liquidator alleges to be the defendants' liability (which defendants deny), the Liquidator believes that the agreed-upon settlement is in the best interest of this virtually no asset liquidation estate under the particular and unfavorable circumstances that the Litigation presents. The Settlement Agreement allows the Liquidator to terminate the Litigation and collect something. This Court should note that the settlement sum in this case is not the lowest settlement in similar lawsuits. For example, the Liquidator accepted and collected \$250,000 settlement of claims against former directors and

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<sup>1</sup> An errors and omissions policy exists. The Defendants informed the Liquidator at the mediation on August 6, 2010 that, on July 22, 2009, the errors and omission insurance carrier had denied coverage.

officers of Acceleration National Life Insurance Company and certain of its affiliates in *Ann H. Womer Benjamin, Superintendent of the Ohio Department of Insurance v. ACCEL International Corp, et al*, Case No. 03CVH01-2332 (Franklin County Common Pleas).

**III. CONCLUSION**

THEREFORE, for the reasons outlined above, the Liquidator respectfully requests that the Court: (1) grant the Motion; (2) approve the settlement with the former officers and directors of GTT and certain of GTT's affiliates, all as further specified in the document captioned Settlement Agreement and Mutual Release, Exhibit 1; and (3) authorize the Liquidator to enter into the Settlement Agreement.

Respectfully submitted,

**RICHARD CORDRAY**  
**Attorney General State of Ohio**  
By Special Counsel:  
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*Attorneys for Mary Jo Hudson, Superintendent,  
Ohio Department of Insurance, in her Capacity as  
Liquidator of The Guarantee Title and Trust  
Company*

**CERTIFICATE OF SERVICE**

In accordance with Section 2(C) of the Settlement Agreement Mutual Release the undersigned hereby certifies that a true and accurate copy of the foregoing Motion For Approval of Settlement was posted on the Liquidator's GTT website and was served upon the following via email and by US. Regular mail on this 29<sup>th</sup> day of November, 2010:

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VALORIA C. HOOVER (0059596)

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter referred to as "Agreement") by and between Mary Jo Hudson, Superintendent of the Ohio Department of Insurance, in her capacity as Rehabilitator and Liquidator of The Guarantee Title and Trust Company (hereinafter collectively referred to as "Liquidator") and Mary Jo Hudson in her capacity as the Superintendent of the Ohio Department of Insurance and Regulator of The Guarantee Title and Trust Company pursuant to Ohio Revised Code Section 3901.011 (hereinafter referred to as "Regulator") on the one hand, and Christopher Matthew Likens ("Likens"), Hiram Edward Blomquist ("Blomquist"), Thomas Hupp Mongan ("Mongan"), Theodore Frank Burdsall II ("Burdsall"), Constantine Perdikakis ("Perdikakis"), Stefani Kac Hepford ("Hepford"), James Cory Diltz ("Diltz"), Michael John Riley ("Riley") and Dallas Hainline ("Hainline") (hereinafter collectively referred to as "the Individual Defendants") and Reliant Holding Company, Nations Holding Company and Reliable Property Reports, Inc. (hereinafter collectively referred to as "the Corporate Defendants"), on the other hand. The above parties are hereinafter collectively referred to as "the Parties" or individually as "Party."

**WHEREAS**, The Guarantee Title and Trust Company ("GTT") is a for-profit Ohio-domiciled title insurance company and owner of for-profit title insurance agencies which are now in liquidation pursuant to a Final Order And Judgment Of Liquidation And Appointment of Liquidator Of The Guarantee Title And Trust Company And Declaration Of Absolute Final Bar Date For Claimants To File Proofs Of Claims And Notice Of Continuous Hearings (hereinafter referred to as "the Liquidation Order") entered on October 27, 2008 by the Franklin County, Ohio Common Pleas Court in a case captioned *Mary Jo Hudson, Superintendent of Insurance v. The Guarantee Title and Trust Company*, Case No. 08CVH07-10725 (hereinafter referred to as "the GTT Liquidation Case"); and

**WHEREAS**, Mary Jo Hudson is the Superintendent of the Ohio Department of Insurance who was appointed Liquidator of GTT pursuant to Ohio Revised Code (R.C.) § 3903.18 and the Liquidation Order entered in the GTT Liquidation Case; and

**WHEREAS**, Reliant Holding Company ("Reliant") is a Kansas-domiciled holding company wholly owned by Likens and is the parent of GTT and Guarantee Title Insurance Company ("GTT"), a for-profit Missouri-domiciled title insurance company in liquidation in Missouri; and

**WHEREAS**, Nations Holding Company ("Nations") is a Kansas-domiciled holding company wholly owned by Likens and is the parent of at least twenty nine (29) for-profit title insurance agencies and other insurance-related companies that provided contracted and non-contracted services to GTT; and

**WHEREAS**, Reliable Property Reports, Inc. ("Reliable") is a Kansas-domiciled corporation and a subsidiary of Nations; and



**WHEREAS**, prior to the liquidation of GTT, the Individual Defendants, except for Hainline, served at various times either as owners, officers, or directors of GTT, Reliant, Nations and/or Reliable or companies affiliated with GTT, Reliant, Nations and/or Reliable; and

**WHEREAS**, the Liquidator has alleged that prior to the liquidation of GTT, Hainline served at various times either as an officer, or director of GTT, Reliant, Nations and/or Reliable or companies affiliated with GTT, Reliant, Nations and/or Reliable, which allegations Hainline denies; and

**WHEREAS**, Texas Nations is a for-profit title insurance agency and a subsidiary of Nations that the Texas Commissioner of Insurance is now liquidating pursuant to an Agreed Order Appointing Liquidator And Permanent Injunction entered on July 16, 2009 by the District Court of Travis County, Texas in a case captioned *State of Texas v. Texas Nations Title Agency, Inc.*, Case No. D-1-GV-09-001218, and, therefore, Texas Nations and its Liquidator are not Parties to this Agreement or the releases herein; and

**WHEREAS**, on or about November 26, 2008, Nations, Likens, Blomquist and Texas Nations filed notices of appeal in the Tenth District Court of Appeals in consolidated appeals captioned *Mary Jo Hudson, Superintendent of Insurance v. The Guarantee Title and Trust Company*, Case Nos. 08AP1047 and 08AP1048 (hereafter collectively referred to as "the Appeal"); and

**WHEREAS**, on or about December 30, 2008 the Liquidator moved to dismiss the Appeal and denied the material allegations of Nations, Likens, Blomquist and Texas Nations in the Appeal, denied all liability and vigorously disputed the relief sought in the Appeal; and

**WHEREAS**, the Tenth District Court of Appeals rendered a decision in the Appeal on or about September 9, 2009 granting the Liquidator's motions to dismiss the Appeal and rendered a decision on or about October 20, 2009 denying Nations', Likens' and Blomquist's joint application for reconsideration and request for *en banc* proceeding (hereinafter referred to as "the Tenth District Court of Appeals Decisions"); and

**WHEREAS**, on or about March 4, 2010, the Ohio Supreme Court declined jurisdiction to hear Nations', Likens' and Blomquist's appeal of the Tenth District Court of Appeals Decisions; and

**WHEREAS**, on or about June 22, 2009, the Liquidator filed a Complaint in the Franklin County, Ohio Common Pleas Court in a case captioned *Mary Jo Hudson, Superintendent of Insurance in her capacity as Liquidator of GTT v. Christopher Matthew Likens, et al.*, Case No. 09CVH06-9350 (hereinafter referred to as "the D&O Case"); and

**WHEREAS**, the Individual Defendants and the Corporate Defendants deny the material allegations of the Liquidator in the D&O Case, deny all liability and vigorously dispute the relief sought in the D&O Case; and

**WHEREAS**, Endurance American Specialty Insurance Company (“Endurance”) is a property and casualty insurance company that insures Nations and its subsidiaries under an Errors and Omissions insurance policy and the Corporate Defendants informed the Liquidator at the mediation on August 6, 2010 that, on July 22, 2009, Endurance had denied coverage for any of the claims asserted in the D&O case; and

**WHEREAS**, beginning in or around February 2008, GTT submitted proofs of loss and supporting documentation under financial institution bonds issued by National Union, AIG and/or AIU Holdings (hereinafter collectively referred to as “AIG and AIU Holdings”) resulting from misappropriation of funds by certain agents and/or agencies known as First Closings and PLM Title Company.

**WHEREAS**, on or about September 4, 2009, Mongan, through his counsel, filed a counterclaim in the D&O Case and, on or about October 23, 2009, Mongan, through his counsel, returned one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. No. 34071124; and

**WHEREAS**, on or about September 4, 2009 Perdikakis, through his counsel, filed a counterclaim in the D&O Case and, on or about October 26, 2009, Perdikakis, through his counsel, returned one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. No. 34071127; and

**WHEREAS**, on or about September 4, 2009, Likens, Blomquist, Hepford, Diltz, Riley and Hainline, through their joint counsel, collectively filed a counterclaim in the D&O Case and, on or about October 27, 2009, each of them returned, through their joint counsel, one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. Nos. 15071168 (Likens), 15071169 (Blomquist), 15071170 (Hepford), 15071171 (Diltz), 15071172 (Hainline) and 24071173 (Riley); and

**WHEREAS**, on or about September 4, 2009, Reliant, through its counsel, filed a counterclaim in the D&O Case and, on or about October 27, 2009, Reliant, through its counsel, returned one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. No. 15071137; and

**WHEREAS**, on or about September 4, 2009, Reliable, through its counsel, filed a counterclaim in the D&O Case and, on or about October 27, 2009, Reliable, through its counsel, returned one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. No. 15071138; and

**WHEREAS**, on or about September 4, 2009, Nations, through its counsel, filed a counterclaim in the D&O Case, and, on or about October 27, 2009, Nations, through its counsel, returned one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. No. 15071139; and

**WHEREAS**, on or about October 13, 2009, Burdsall, through his former counsel, filed a counterclaim in the D&O Case and, on or about October 27, 2009, Burdsall, through his former

counsel, returned one Proof of Claim in the Liquidation Case, which the Liquidator assigned as GTT Liq. No. 34071149; and

**WHEREAS**, the Liquidator denies the material allegations of the Individual Defendants and the Corporate Defendants in all of their respective proofs of claims and in all of their respective counterclaims and defenses in the D&O Case, denies all liability and vigorously disputes the relief sought by the Individual Defendants and the Corporate Defendants in the proofs of claim and in the D&O Case; and

**WHEREAS**, on August 6, 2010 and November 3, 2010, the Parties and Nation's D&O insurer participated in a mediation, which through good faith, arms' length negotiations, resulted in a settlement-in-principle; and

**WHEREAS**, the Parties now wish to enter into this Agreement to avoid the expense, inconvenience, distraction and uncertainty of protracted and expensive litigation and to completely resolve all disputes with respect to the claims which have been asserted or which might have been asserted by or against the Liquidator in or in relation to the GTT Liquidation Case, the proofs of claims, the Appeal and the D&O Case (hereinafter collectively referred to as "the Litigation"), on the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the mutual releases and agreements of the Parties and matters set forth herein, the sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

**§1. Recitals Incorporated.**

The recitals and prefatory phrases and paragraphs set forth above in this Agreement are hereby incorporated in full by reference into this Agreement and made a part of this Agreement.

**§2. Effective Date.**

This Agreement, in whole or in part, shall not be or become effective or be binding until all of the following have occurred:

- A. This Agreement is fully executed by the Parties.
- B. The Liquidator files a motion in the GTT Liquidation Case for an order approving this Agreement and authorizing the Liquidator to enter into this Agreement ("Approval Order"). The Liquidator shall post the motion on the Liquidator's GTT website and shall transmit copies of the motion to the Parties by transmitting simultaneously copies of the motion to counsel for the Parties as follows: (i) Alan F. Berliner of Thompson Hine LLP by email to Alan.Berliner@ThompsonHine.com; (ii) Russell J. Kutell of Frost Brown Todd LLC by email to rkutell@fbtlaw.com; (iii) Jeanne M. Cors of Taft Stettinius & Hollister LLP by email to cors@taftlaw.com; and (iv) Douglas L. Hertlein of Allen Kuehnle Stovall & Newman LLP by email to Hertlein@aksnlaw.com. The Liquidator agrees that the Individual Defendants and the Corporate

Defendants may file a response to the motion and otherwise appear in response to it. None of the Parties shall file motions to strike either the motion or any response thereto.

- C. In no less than 17 days from the filing of the motion of approval, the Court enters an Approval Order attached hereto as Exhibit A and incorporated herein by reference in the GTT Liquidation Case and the Liquidator promptly notifies the Parties of the entry of such Approval Order by transmitting simultaneously copies of the Approval Order to counsel for the Parties as follows: (i) Alan F. Berliner of Thompson Hine LLP by email to Alan.Berliner@ThompsonHine.com; (ii) Russell J. Kutell of Frost Brown Todd LLC by email to rkutell@fbtlaw.com; (iii) Jeanne M. Cors of Taft Stettinius & Hollister LLP by email to cors@taftlaw.com; and (iv) Douglas L. Hertlein of Allen Kuehnle Stovall & Newman LLP by email to Hertlein@aksnlaw.com. All parties released under paragraph 7 below agree not to appeal the Approval Order.
- D. The time for appeal (thirty (30) days from entry of the Approval Order in the GTT Liquidation Case) expires without any person filing an appeal of the Approval Order. Alternatively, if an appeal of the Approval Order is filed within that thirty (30) day period, then that appeal and/or any appeal of that appeal is expired and concluded, and the Approval Order is affirmed in its entirety.
- E. The Liquidator promptly notifies counsel for the Parties of the expiration of appeals as set forth in Section 2D as follows: (i) Alan F. Berliner of Thompson Hine LLP by email to Alan.Berliner@ThompsonHine.com; (ii) Russell J. Kutell of Frost Brown Todd LLC by email to rkutell@fbtlaw.com; (iii) Jeanne M. Cors of Taft Stettinius & Hollister LLP by email to cors@taftlaw.com; and (iv) Douglas L. Hertlein of Allen Kuehnle Stovall & Newman LLP by email to Hertlein@aksnlaw.com.

The latest of the dates on which all of the matters identified in §2A through §2E are completed shall be referenced in this Agreement as the "Effective Date."

**§3. Payment and Consideration.**

Within ten (10) days after the Effective Date and following receipt from the Liquidator of a completed IRS W-9, relative to the account referenced below, the Corporate Defendants shall pay Three Hundred Two Thousand Five Hundred Dollars (\$302,500) on behalf of the Individual Defendants and the Corporate Defendants in full satisfaction of the GTT Released Claims, as defined below by wire transfer to:

*The Guarantee Title and Trust Company, in Liquidation*  
Routing No. 021000021  
Account No. 790064786  
c/o J.P. Morgan Chase, NA  
100 East Broad Street  
Columbus, Ohio 43215

(herein referred to as the "Payment").

**§4. PLM and First Closings.**

Within seven (7) days after the Effective Date, the Corporate Defendants and their current employees shall review any and all records, whether belonging to them or to an affiliated agency or company, for any documents reflecting audits that were conducted of PLM and First Closing agencies ("the Audits") and shall provide the Liquidator with copies of any such records or notify the Liquidator in writing pursuant to §17 that no such Audits were found. The Corporate Defendants shall make available their employees who have knowledge of the Audits, at Nations office or via telephone, for an interview and/or deposition by the Liquidator or GTT's insurers as needed to advance the Liquidator's claims made in connection with defalcations at PLM and First Closings.

**§5. Dismissal of the Litigation.**

Within ten (10) days after the Effective Date and subject to receipt by the Liquidator of the Payment, legal counsel for the Liquidator, the Individual Defendants and the Corporate Defendants shall execute and file in the D&O Case an Agreed Joint Stipulation and Order of Dismissal With Prejudice, in the form substantially similar to Exhibit B hereto.

**§6. Withdrawal of Proofs of Claims.**

Effective upon the Effective Date, the Individual Defendants and the Corporate Defendants each on their own behalf and each on behalf of their respective predecessors, successors and assigns, hereby withdraw with prejudice any and all Proofs of Claims filed or to be filed against the GTT liquidation estate or in the GTT Liquidation Case, including without limitation, GTT Liq. Nos. 34071124, 34071127, 15071168, 15071169, 15071170, 15071171, 15071172, 24071173, 15071137, 15071138, 15071139 and 34071149.

**§7. Release.**

Effective upon the Effective Date and subject to receipt by the Liquidator of the Payment, the Liquidator on her own behalf and on behalf of her predecessors, successors, and assigns and GTT, and the Regulator on her own behalf and on behalf of the Ohio Department of Insurance and their predecessors, successors and assigns, as well as each of their respective deputies, liquidators, supervisors, employees and assigns, hereby finally and forever release, acquit and discharge Christopher Matthew Likens, Hiram Edward Blomquist, Thomas Hupp Mongan, Theodore Frank Burdsall II, Constantine Perdikakis, Stefani Kae Hepford, James Cory Diltz, Michael John Riley,

Dallas Hainline, Reliant Holding Company, Nations Holding Company and Reliable Property Reports, Inc., as well as each of their respective predecessors, successors, assigns, and insurers other than Endurance and/or AIG and AIU Holdings and each of Reliant's, Nation's, Reliable's and GTT's present and former directors, officers, employees, parent companies, subsidiaries and affiliates and affiliated companies other than Texas Nations, and insurers other than Endurance and/or AIG and AIU Holdings, of and from any and all claims, proofs of claims, counterclaims, demands, motions, actions, causes of action, judgments, indebtedness, obligations, costs, attorneys' fees, losses, damages, sums of money, injunctions, temporary restraining orders, liabilities, disputes, objections, appeals and controversies of any kind or nature or description whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, direct or indirect, asserted or unasserted, at law or in equity, which arise out of or relate in any way to the business or liquidation of GTT, including but not limited to, all claims that were asserted, or that could have been asserted, in or related to the D&O Case, the GTT Liquidation Case, the proofs of claim or the Appeal (hereinafter referred to as "the GTT Released Claims"); provided, however, that: (a) claims arising out of this Agreement are not so released; (b) the GTT Released Claims do not include or in any way release or limit the right or power of the Regulator, any of her successors or the Ohio Department of Insurance to review and take into consideration the actions and involvement of the Individual Defendants and/or the Corporate Defendants for purposes of considering any future requests or applications regarding regulated insurance entities or insurance business in Ohio; and (c) the GTT Released Claims do not include or in any way release GTT's or the Liquidator's claims or proofs of claims filed against third parties, including but not limited to, GTI, PLM, First Closings, Endurance, and/or AIG and AIU Holdings.

Effective upon the Effective Date and subject to receipt by the Liquidator of the Payment, Christopher Matthew Likens, Hiram Edward Blomquist, Thomas Hupp Mongan, Theodore Frank Burdsall II, Constantine Perdikakis, Stefani Kae Hepford, James Cory Diltz, Michael John Riley, Dallas Hainline, Reliant Holding Company, Nations Holding Company and Reliable Property Reports, Inc., each on their own behalf and each on behalf of their respective predecessors, successors, assigns, and the Corporate Defendants on behalf of each of Reliant's, Nation's, and Reliable's and GTT's present and former directors, officers, employees, parent companies, subsidiaries and affiliates and affiliated companies other than Texas Nations, hereby finally and forever release, acquit and discharge the Ohio Department of Insurance, the Liquidator and her predecessors and successors, the Regulator and her predecessors and successors, as well as each of their respective deputy liquidators, supervisors, directors, officers, employees, and assigns, and GTT, of and from any and all claims, counterclaims, proofs of claims, demands, motions, actions, causes of action, judgments, indebtedness, obligations, costs, attorneys' fees, losses, damages, sums of money, injunctions, temporary restraining orders, liabilities, disputes, objections, appeals and controversies of any kind or nature or description whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, direct or indirect, asserted or unasserted, at law or in equity, which arise out of or relate in any way to the business or liquidation of GTT, including but not limited to all claims, counterclaims, proofs of claims, and defenses that were asserted, or that could have been asserted, in or related to the D&O Case, the GTT Liquidation Case, the proofs of claims or the Appeal (the "Defendants' Released Claims"); provided, however, that: (a) claims arising out of this Agreement are not so released; and (b) the Defendants' Released Claims do not include or in any way release any of the Individual

Defendants' or Corporate Defendants' claims or proofs of claims filed against, third parties, including but not limited to, GTI or its liquidator, PLM, First Closings, Endurance, and/or AIG and AIU Holdings.

Any claims made under the Endurance policy arising out of the issuance as a title agent of GTT title insurance policies and paid by Endurance will be paid to the Liquidator.

The GTT Released Claims and the Defendants' Released Claims shall hereinafter be collectively referred to as "the Released Claims."

**§8. Covenant Not to Sue.**

Upon the Effective Date, the Liquidator on her own behalf and on behalf of her predecessors, successors, assigns and GTT, and the Regulator on her own behalf and on behalf of her predecessors, successors, assigns, and the Ohio Department of Insurance, hereby covenant and agree not to sue, or file an arbitration demand, or commence any other claim or notice of appeal against the Individual Defendants, and/or any of their respective predecessors, successors, and assigns, or the Corporate Defendants and/or any of the Corporate Defendants' and/or GTT's present or former directors, officers, employees, predecessors, successors, assigns, parent companies, subsidiaries and affiliates and affiliated companies other than Texas Nations, and insurers other than Endurance and/or AIG and AIU Holdings, relating in any way to the GTT Released Claims.

Upon the Effective Date, the Individual Defendants, each on their own behalf and each on behalf of their respective predecessors, successors, assigns, and the Corporate Defendants, each on their own behalf and on behalf of their respective present or former predecessors, successors, assigns, directors, officers, employees, parent companies, subsidiaries and affiliates and affiliated companies other than Texas Nations, hereby covenant and agree not to initiate any action in any capacity in the Liquidation Case; and, they further agree not to sue, file an arbitration demand, or commence any other claim or notice of appeal against the Liquidator, the Regulator, the Ohio Department of Insurance, GTT and/or any of their respective deputy liquidators, directors, officers or employees, predecessors, successors or assigns relating in any way to the Defendants' Released Claims.

**§9. Barred Claims.**

In furtherance of this Agreement, the Parties have negotiated the following to be included, in the following form, in the Approval Order:

Christopher Matthew Likens, Hiram Edward Blomquist, Thomas Hupp Mongan, Theodore Frank Burdsall II, Constantine Perdikakis, Stefani Kae Hepford, James Cory Diltz, Michael John Riley, Dallas Hainline, Reliant Holding Company, Nations Holding Company Reliable Property Reports, Inc. ("Released Persons"), are hereby released and discharged from all claims for indemnity or contribution or any other claim, however denominated, against the Released Persons due to the assertion by GTT or the Liquidator of the preserved rights they have to pursue claims or proofs of claims against third parties,

including but not limited to, GTI, PLM, First Closings, Endurance, and/or AIG and AIU Holdings ("Barred Claims"), and all such claims are permanently barred and any individual or entity is hereby permanently enjoined from bringing any such claim.

**10. Representations and Warranties.**

Nations, Reliant and Reliable each represent and warrant that: (a) the execution, delivery and performance of this Agreement by it has been duly authorized by any required action and is within its power and authority; and (b) this Agreement is a valid and binding agreement of Nations, Reliant and Reliable enforceable in accordance with its terms.

The Liquidator represents and warrants on behalf of herself and on behalf of GTT, that: (a) the execution, delivery and performance of this Agreement by the Liquidator on behalf of herself and on behalf of GTT has been duly authorized by all required corporate, statutory and legal action and is within the power and authority of the Liquidator and GTT; and (b) this Agreement is a valid and binding agreement of the Liquidator and GTT, enforceable in accordance with its terms.

The Regulator represents and warrants that she, as the Superintendent of the Ohio Department of Insurance, has the power and authority to execute this Agreement as Regulator and on behalf of the Ohio Department of Insurance.

Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the entity or persons on whose behalf it is indicated that the person is signing.

**§11. No Assignment of Claims.**

The Liquidator represents and warrants that the Liquidator is the sole owner of the GTT Released Claims and that neither the Liquidator nor GTT has assigned or otherwise transferred to any other person, entity, or agency any right to assert any claims of any kind or character against the Individual Defendants or the Corporate Defendants.

Each of the Individual Defendants and Corporate Defendants represents and warrants that he/she/it is the sole owner of his/her/its Released Claims and that he/she/it has not assigned or otherwise transferred to any other person, entity, or agency any right to assert any claims of any kind or character against the Liquidator, GTT or the Regulator.

**§12. Litigation Expenses.**

With respect to the Litigation, the Parties hereto shall each bear their own respective attorneys' fees, expenses and other costs.

**§13. Entire Agreement.**

This Agreement embodies the entire agreement and understanding of the Liquidator, the Regulator, the Individual Defendants and the Corporate Defendants with respect to the matters contained herein. There are no promises, representations, warranties, covenants, conditions, or undertakings by and between the Liquidator, the Regulator, the Individual Defendants or the Corporate Defendants, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Liquidator, the Regulator, the Individual Defendants and/or the Corporate Defendants with respect to the matters contained herein.

**§14. Waiver, Severability and Amendment.**

No delay or omission by any Party to exercise or enforce any of its rights under this Agreement shall operate as a waiver of that or any other right under this Agreement. A waiver or consent hereunder given by any Party on any one occasion shall be in writing and shall be effective only in that instance and shall not be construed as a bar or waiver of any right or remedy on any other occasion.

This Agreement shall not be amended, modified, altered or changed, except by a written agreement signed by each of the Parties that specifically refers to this Agreement and is approved by the Court in the GIT Liquidation Case.

If any provision of this Agreement, or its application to any person, Party or circumstance, is held invalid, the remainder of this Agreement and its application to all other persons, Parties and circumstances shall not be affected adversely thereby, unless the provision or provisions held invalid or inapplicable will, if not enforced, substantially impair the benefits and fairness of the remaining Agreement.

**§15. Headings.**

The Parties agree and acknowledge that all headings contained in this Agreement are used solely for convenience and are not to be interpreted as part of this Agreement.

**§16. Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of, and be enforceable by the Parties and their respective successors, agents, insureds, executors and assigns.

**§17. Notices, Payments and Other Communications.**

All notices, requests, claims, demands and other communications shall be in writing and shall be given or made by delivery in person, by nationally recognized overnight courier service, by facsimile (except for the Payment), or by registered or certified mail (postage prepaid, return receipt requested) to the Parties hereto at the following addresses and fax numbers (or at such other address for a Party hereto as shall be specified in a notice given in accordance with this Section):

if to the Liquidator to:

Chief Deputy Liquidator  
The Guarantee Title and Trust Company  
50 West Town Street, Suite 350  
Columbus, OH 43215  
Facsimile: (614) 487-9418

if to the Regulator:

Ohio Department of Insurance  
Director's Office  
50 West Town Street, Suite 300  
Columbus, OH 43215  
Facsimile: (614) 644-3743

if to the Individual Defendants to:

Christopher Matthew Likens  
c/o Alan F. Berliner, Esq.  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, OH 43215-6101  
Facsimile: (614) 469-3361

Hiram Edward Blomquist  
c/o Alan F. Berliner, Esq.  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, OH 43215-6101  
Facsimile: (614) 469-3361

Stefani Kae Hepford  
c/o Alan F. Berliner, Esq.  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, OH 43215-6101  
Facsimile: (614) 469-3361

James Cory Diltz  
c/o Alan F. Berliner, Esq.  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, OH 43215-6101  
Facsimile: (614) 469-3361

Michael John Riley  
c/o Alan F. Berliner, Esq.  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, OH 43215-6101  
Facsimile: (614) 469-3361

Dallas Hainline  
c/o Alan F. Berliner, Esq.  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, OH 43215-6101  
Facsimile: (614) 469-3361

Constantine Perdikakis  
c/o Jeanne M. Cors, Esq.  
Taft Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202-3957  
Facsimile: (513) 381-0205

Theodore Frank Burdsall II  
c/o Jeanne M. Cors, Esq.  
Taft Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202-3957  
Facsimile: (513) 381-0205

Thomas Hupp Mongan  
c/o Russell J. Kutell, Esq.  
Frost Brown Todd LLC  
One Columbus, Suite 2300  
10 West Broad Street  
Columbus, OH 43215-3467  
Facsimile: (614) 464-1737

if to the Corporate Defendants to:

Nations Holding Company  
c/o Douglas L. Hertlein, Esq.  
Allen Kuehnle Stovall & Newman LLP  
17 South High Street, Suite 1220  
Columbus, OH 43215-3441  
Facsimile: (614) 221-5988

Reliant Holding Company  
c/o Douglas L. Hertlein, Esq.  
Allen Kuehnle Stovall & Newman LLP  
17 South High Street, Suite 1220  
Columbus, OH 43215-3441  
Facsimile: (614) 221-5988

Reliable Property Reports, Inc.  
c/o Douglas L. Hertlein, Esq.  
Allen Kuehnle Stovall & Newman LLP  
17 South High Street, Suite 1220  
Columbus, OH 43215-3441  
Facsimile: (614) 221-5988

**§18. No Admission.**

It is expressly understood and agreed that this settlement is a compromise of disputed claims. It is further expressly understood and agreed that this Agreement shall not be construed as, or deemed to be evidence of an admission or concession of any fault or liability or damage whatsoever on the part of any Party to this Agreement.

**§19. Governing Law; Jurisdiction; Venue; Counterparts.**

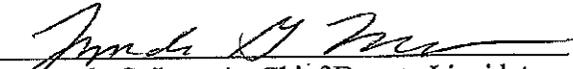
This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action regarding this Agreement or its enforcement shall be maintained exclusively in the Common Pleas Court located in Franklin County, Ohio and the Parties so consent to exclusive subject matter jurisdiction, specific personal jurisdiction and venue in such Court solely for such enforcement purpose. This Agreement may be executed in two or more

counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any Party's signature to this Agreement may be made via facsimile.

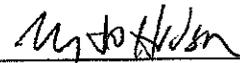
In witness whereof, the Parties have executed this Agreement as of the dates written below.

Mary Jo Hudson, Superintendent, Ohio Department of Insurance in her capacity as Liquidator of The Guarantee Title and Trust Company, In Liquidation

Date: 11/22/2010

By:   
Lynda G. Loomis, Chief Deputy Liquidator

Date: 11/22/10

By:   
Mary Jo Hudson Superintendent, Ohio Department of Insurance in her capacity as Regulator of The Guarantee Title and Trust Company pursuant to R.C. 3901.011 and on behalf of the Ohio Department of Insurance

\_\_\_\_\_  
Christopher Matthew Likens Date: \_\_\_\_\_

\_\_\_\_\_  
Hiram Edward Blomquist Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Hupp Mongan Date: \_\_\_\_\_

\_\_\_\_\_  
Theodore Frank Burdsall II Date: \_\_\_\_\_

\_\_\_\_\_  
Constantine Perdikakis Date: \_\_\_\_\_

\_\_\_\_\_  
Stefani Kae Hepford Date: \_\_\_\_\_

\_\_\_\_\_  
James Cory Diltz Date: \_\_\_\_\_

\_\_\_\_\_  
Michael John Riley Date: \_\_\_\_\_

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Date: \_\_\_\_\_

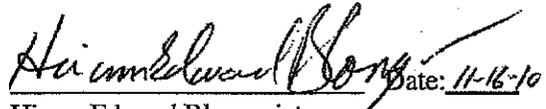
By: Lynda G. Loomis, Chief Deputy Liquidator

Date: \_\_\_\_\_

By: Mary Jo Hudson Superintendent, Ohio Department of Insurance in her capacity as Regulator of The Guarantee Title and Trust Company pursuant to R.C. 3901.011 and on behalf of the Ohio Department of Insurance

  
\_\_\_\_\_  
Christopher Matthew Likens

Date: 11-16-10

  
\_\_\_\_\_  
Hiram Edward Blomquist

Date: 11-16-10

\_\_\_\_\_  
Thomas Hupp Mongan

Date: \_\_\_\_\_

\_\_\_\_\_  
Theodore Frank Burdsall II

Date: \_\_\_\_\_

\_\_\_\_\_  
Constantine Perdikakis

Date: \_\_\_\_\_

\_\_\_\_\_  
Stefani Kae Hepford

Date: \_\_\_\_\_

  
\_\_\_\_\_  
James Cory Diltz

Date: 11-16-10

  
\_\_\_\_\_  
Michael John Riley

Date: 11-16-10

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In witness whereof, the Parties have executed this Agreement as of the dates written below.

Mary Jo Hudson, Superintendent, Ohio Department  
of Insurance in her capacity as Liquidator of The  
Guarantee Title and Trust Company, In Liquidation

Date: \_\_\_\_\_

By: Lynda G. Loomis, Chief Deputy Liquidator

Date: \_\_\_\_\_

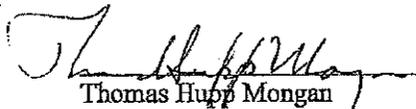
By: Mary Jo Hudson Superintendent, Ohio  
Department of Insurance in her capacity as  
Regulator of The Guarantee Title and Trust  
Company pursuant to R.C. 3901.011 and on  
behalf of the Ohio Department of Insurance

\_\_\_\_\_  
Christopher Matthew Likens

Date: \_\_\_\_\_

\_\_\_\_\_  
Hiram Edward Blomquist

Date: \_\_\_\_\_

  
Thomas Hupp Mongan

Date: 1-17-10

\_\_\_\_\_  
Theodore Frank Burdsall II

Date: \_\_\_\_\_

\_\_\_\_\_  
Constantine Perdikakis

Date: \_\_\_\_\_

\_\_\_\_\_  
Stefani Kae Hepford

Date: \_\_\_\_\_

\_\_\_\_\_  
James Cory Diltz

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael John Riley

Date: \_\_\_\_\_

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By: Lynda G. Loomis, Chief Deputy Liquidator

Date: \_\_\_\_\_

By: Mary Jo Hudson Superintendent, Ohio Department of Insurance in her capacity as Regulator of The Guarantee Title and Trust Company pursuant to R.C. 3901.011 and on behalf of the Ohio Department of Insurance

\_\_\_\_\_  
Christopher Matthew Likens

Date: \_\_\_\_\_

\_\_\_\_\_  
Hiram Edward Blomquist

Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Hupp Mongan

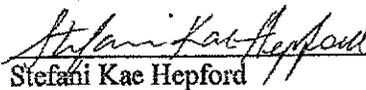
Date: \_\_\_\_\_

\_\_\_\_\_  
Theodore Frank Burdsall II

Date: \_\_\_\_\_

\_\_\_\_\_  
Constantine Perdikakis

Date: \_\_\_\_\_

  
Stefani Kae Hepford

Date: 11/22/2010

\_\_\_\_\_  
James Cory Diltz

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael John Riley

Date: \_\_\_\_\_

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In witness whereof, the Parties have executed this Agreement as of the dates written below.

Mary Jo Hudson, Superintendent, Ohio Department of Insurance in her capacity as Liquidator of The Guarantee Title and Trust Company, In Liquidation

Date: \_\_\_\_\_

By: Lynda G. Loomis, Chief Deputy Liquidator

Date: \_\_\_\_\_

By: Mary Jo Hudson Superintendent, Ohio Department of Insurance in her capacity as Regulator of The Guarantee Title and Trust Company pursuant to R.C. 3901.011 and on behalf of the Ohio Department of Insurance

\_\_\_\_\_  
Christopher Matthew Likens

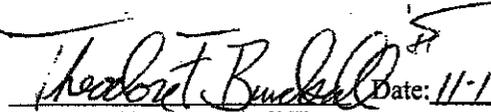
Date: \_\_\_\_\_

\_\_\_\_\_  
Hiram Edward Blomquist

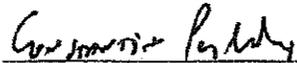
Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Hupp Mongan

Date: \_\_\_\_\_

  
Theodore Frank Burdsall II

Date: 11-17-10

  
Constantine Perdikakis

Date: 11-16-2010

\_\_\_\_\_  
Stefani Kae Hepford

Date: \_\_\_\_\_

\_\_\_\_\_  
James Cory Diltz

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael John Riley

Date: \_\_\_\_\_

Walter Hainline Date: 11-16-10  
Dallas Hainline

Reliant Holding Company

Hiram E. Blomquist Date: 11-16-10  
By: HIRAM E. BLUMQUIST  
Its: PRESIDENT

Nations Holding Company

Larry Liron Date: 11-16-10  
By: LARRY LIRON  
Its: PRESIDENT

Reliable Property Reports, Inc.

Marcia D. Quackenbush Date: 11-16-10  
By: Marcia D. Quackenbush  
Its: Vice President

[Remainder of page intentionally left blank.]

Exhibit A

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

**MARY JO HUDSON, Superintendent  
of the Ohio Department of Insurance, in her  
capacity as Liquidator of  
The Guarantee Title and Trust Company ,**

**Plaintiff**

**vs.**

**THE GUARANTEE TITLE AND TRUST  
COMPANY,**

**Defendant.**

**Case No. 08CVH-07-10725**

**Judge Reece**

**ORDER APPROVING SETTLEMENT**

This matter came before the Court upon the Motion of Mary Jo Hudson, Superintendent of Insurance, in her capacity as the Liquidator (the "Liquidator") of The Guarantee Title and Trust Company ("GTT") for approval of a Settlement Agreement and Mutual Release by and between the Liquidator, Mary Jo Hudson in her capacity as the Superintendent of the Ohio Department of Insurance and Regulator of The Guarantee Title and Trust Company pursuant to Ohio Revised Code Section 3901.011 (hereinafter referred to as "Regulator"), Christopher Matthew Likens, Hiram Edward Blomquist, Thomas Hupp Mongan, Theodore Frank Burdsall II, Constantine Perdikakis, Stefani Kae Hepford, James Cory Diltz, Michael John Riley, Dallas Hainline, Reliant Holding Company, Nations Holding Company and Reliable Property Reports, Inc. attached to the Liquidator's Motion as Exhibit A (the "Settlement Agreement").

Upon consideration of the Liquidator's Motion, Memorandum in Support, and the Settlement Agreement, the Court finds that good grounds exist for the Motion and that the Motion is well-taken, and, it is hereby ORDERED, ADJUDGED and DECREED as follows:

(a) The Liquidator's Motion for Order Approving the Settlement Agreement and the settlement contained therein is GRANTED;

(b) The Settlement Agreement and the settlement set forth therein is, under the particular circumstances presented, fair, reasonable and in the best interest of the creditors of GTT and is approved;

(c) The Liquidator is authorized to enter into the Settlement Agreement;

(d) Any claims, proofs of claims, motions, objections and actions filed or taken by Christopher Matthew Likens, Hiram Edward Blomquist, Thomas Hupp Mongan, Theodore Frank Burdsall II, Constantine Perdikakis, Stefani Kae Hepford, James Cory Diltz, Michael John Riley, Dallas Hainline, Reliant Holding Company, Nations Holding Company and Reliable Property Reports, Inc. in, arising out of or related to the above-entitled and numbered cause are withdrawn, waived, denied and dismissed with prejudice to the rights of these persons or their predecessors, successors, assigns and/or affiliates to refile the same claims, proofs of claims, motions, appeals or any part thereof.

(e) Each party shall pay their own respective attorneys' fees, expenses and court costs, and notice by the Clerk being waived.

(f) Christopher Matthew Likens, Hiram Edward Blomquist, Thomas Hupp Mongan, Theodore Frank Burdsall II, Constantine Perdikakis, Stefani Kae Hepford, James Cory Diltz, Michael John Riley, Dallas Hainline, Reliant Holding Company, Nations Holding Company Reliable Property Reports, Inc. ("Released Persons"), are hereby released and discharged from all claims for indemnity or contribution or any other claim, however denominated, against the Released Persons due to the assertion by GTT or the Liquidator of the preserved rights they have to pursue claims or proofs of claims against third parties, including but not limited to, GTI, PLM,

First Closings, Endurance, and/or AIG and AIU Holdings ("Barred Claims"), and all such claims are permanently barred and any individual or entity is hereby permanently enjoined from bringing any such claim.

This Order is a final appealable order and judgment. There is no just cause for delay.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

---

Guy L. Reece, II JUDGE

APPROVED, STIPULATED AND AGREED TO:

RICHARD CORDRAY  
Attorney General State of Ohio

By Special Counsel:  
Kohrman Jackson & Krantz PLL

---

Valoria C. Hoover (0059596)  
David S. Blocker (0075523)  
655 Metro Place South, Suite 600  
Dublin, OH 43017  
Telephone: (614) 408-9700  
Facsimile: (614) 621-6536  
vch@kjk.com  
Attorneys for Plaintiff Mary Jo Hudson,  
Superintendent, Ohio Department of Insurance  
in her capacity as Liquidator of The Guarantee  
Title and Trust Company

---

Russell J. Kutell (0067756)  
Frost Brown Todd LLC  
One Columbus, Suite 2300  
10 West Broad Street  
Columbus, OH 43215-3467  
Telephone: (614) 464-1211  
Facsimile: (614) 464-1737  
rkutell@fbtlaw.com  
Attorneys for Defendant Mongan

APPROVED, STIPULATED AND AGREED TO:

---

Alan F. Berliner (0012240)  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, Ohio 43215  
Telephone: (614) 469-3200  
Facsimile: (614) 469-3361  
Alan.Berliner@ThompsonHine.com  
Attorneys for Defendants Likens,  
Blomquist, Hepford, Riley,  
Diltz and Hainline

---

Douglas L. Hertlein (0040267)  
Allen Kuehnle Stovall & Newman LLP  
17 South High Street, Suite 1200  
Columbus, OH 43215-3441  
Telephone: (614) 221-8500  
Facsimile: (614) 221-5988  
Hertlein@aksnlaw.com  
Attorneys for Defendants Nations Holding  
Company, Reliant Holding Company and  
Reliable Property Reports, Inc.

---

Jeanne M. Cors (0070660)  
Taft Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202-3957  
Telephone: (513) 381-2838  
Facsimile: (513) 381-0205  
cors@taftlaw.com  
Attorneys for Defendants Burdsall  
and Perdikakis



Defendants' claims in Related Case No. 08 CVH 07-10725. Each party shall pay their own respective attorneys' fees, expenses and court costs, and notice by the Clerk being waived.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

---

John P. Bessey, JUDGE

APPROVED, STIPULATED AND AGREED TO:

RICHARD CORDRAY  
Attorney General State of Ohio  
By Special Counsel:  
Kohrman Jackson & Krantz PLL

---

Valoria C. Hoover (0059596)  
David S. Blocker (0075523)  
655 Metro Place South, Suite 600  
Dublin, OH 43017  
Telephone: (614) 408-9700  
Facsimile: (614) 621-6536  
vch@kjk.com  
Attorneys for Plaintiff Mary Jo Hudson,  
Superintendent, Ohio Department of Insurance  
in her capacity as Liquidator of The Guarantee  
Title and Trust Company

---

Russell J. Kutell (0067756)  
Frost Brown Todd LLC  
One Columbus, Suite 2300  
10 West Broad Street  
Columbus, OH 43215-3467  
Telephone: (614) 464-1211  
Facsimile: (614) 464-1737  
rkutell@fbtlaw.com  
Attorneys for Defendant Mongan

---

Alan F. Berliner (0012240)  
Thompson Hine LLP  
41 South High Street, Suite 1700  
Columbus, Ohio 43215  
Telephone: (614) 469-3200  
Facsimile: (614) 469-3361  
Alan.Berliner@ThompsonHine.com  
Attorneys for Defendants Likens,  
Blomquist, Hepford, Riley,  
Diltz and Hainline

---

Douglas L. Hertlein (0040267)  
Allen Kuehnle Stovall & Newman LLP  
17 South High Street, Suite 1200  
Columbus, OH 43215-3441  
Telephone: (614) 221-8500  
Facsimile: (614) 221-5988  
Hertlein@aksnlaw.com  
Attorneys for Defendants Nations Holding  
Company, Reliant Holding Company and  
Reliable Property Reports, Inc.

APPROVED, STIPULATED AND AGREED TO:

---

Jeanne M. Cors (0070660)  
Taft Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202-3957  
Telephone: (513) 381-2838  
Facsimile: (513) 381-0205  
cors@taftlaw.com  
Attorneys for Defendants Burdsall  
and Perdikakis