SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation, as receiver of Affinity Bank ("FDIC-R"), and Michael McGuire, David Mahan, Edward Summers, Donald Cline, Cindy Jones, Sonia Hidalgo, Richard Fausset, Joanell Lyon, and Paul Schedler (collectively the "Settling Defendants"), and Progressive Casualty Insurance Company ("Progressive") (individually, the FDIC-R, the Settling Defendants and Progressive may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to August 28, 2009, Affinity Bank ("Bank") was a depository institution organized and existing under the laws of California.

On August 28, 2009, the Bank was closed by the California Department of Financial Institutions and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation ("FDIC") was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC 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 as receiver succeeded were any and all of the Bank's claims, demands, and causes of actions against its former directors, officers and employees arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank.

On August 8, 2013, the FDIC-R filed a complaint for money damages against the Settling Defendants, who had each served at various times as directors and/or officers of the Bank. Those claims for damages are now pending in the United States District Court for the Central District of

California in Federal Deposit Insurance Corporation as Receiver for Affinity Bank v. Michael McGuire, et al. (the "D&O Action"). The Settling Defendants have not yet filed responsive pleadings in the D&O Action.

Progressive issued directors' and officers' liability policy number: [redacted] (the "Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. The Settling Defendants have made claims under the Policy. Progressive has reserved its rights to deny coverage under the Policy for claims asserted by FDIC-R against the Settling Defendants. (b)(4)

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

A. As an essential covenant and condition to this Agreement, Progressive shall pay to the FDIC-R the sum of three million five hundred thousand dollars and no cents ($3,500,000.00) ("the Settlement Funds").

B. The Settlement Funds shall be delivered by wire transfer to the FDIC-R within ten business days after the later of (i) execution of an original, or originals in counterpart, of this Agreement by all of the undersigned Parties to this Agreement, and (ii) the date that the FDIC-R has provided to counsel for the Settling Defendants and Progressive full wire transfer instruction and an executed IRS Form W-9 for the pertinent account/payee ("Payment Date").

C. If the FDIC-R does not receive the Settlement Funds in full on or before the Payment Date, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Funds in full (including all accrued interest) to:

1. Extend the period of time for the Settlement Funds, including interest accruing from the date determined by subsection B above, through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(a)(3); or

2. Enforce this Agreement, in which event the Settling Defendants and Progressive agree to jurisdiction in United States District Court for the Central District of California and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement, move to vacate any dismissal order, (to which the Settling Defendants and Progressive agree to consent), and re-institute an action on the FDIC-R's claims. The Settling Defendants and Progressive further covenant and agree to waive and not assert any objections, defenses, claims or counterclaims, including any defense based on any statute of limitations that would bar any of the FDIC-R claims, that did not exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or

4. Seek any other relief available to it in law or equity.

Any extension of time under Section I.C.1 for delivery of the Settlement Funds or acceptance of a portion of the Settlement Funds shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.2 through I.C.4 at any time prior to receipt of Settlement Funds (including all accrued interest) in full.

SECTION II: Stipulation and Dismissal

Within ten (10) business days after the execution of this Agreement by all of the undersigned Parties, and receipt of the Settlement Funds, plus any accrued interest, the FDIC-R shall dismiss the D&O Action with prejudice. 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 as these were originally incurred.

SECTION III: Releases

A. The FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.I., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges:

1. The Settling Defendants and their respective heirs, executors, trustees, administrators, 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, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as officers and/or directors of the Bank.

2. Progressive, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, attorneys, 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 the Policy. As part of this release of Progressive, the FDIC-R agrees that any interest it may have under the Policy is extinguished.

3. All other former directors, officers, and employees of the Bank (collectively, the "Covered Persons") and their respective heirs, executors, trustees, administrators, 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, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Covered Persons' respective functions, duties and actions as directors, officers and/or employees of the Bank including without limitation the causes of action alleged in the D&O Action. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

B. The Settling Defendants' Release of FDIC-R.

Effective simultaneously with the release granted in Section III.A. above, the Settling

Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, attorneys, 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, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as officers and/or directors of the Bank including without limitation the causes of action alleged in the D&O Action.

C. Progressive's Release of FDIC-R.

Effective simultaneously with the releases granted in Section III.A. above, Progressive, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, agents, representatives, attorneys, 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 the Policy.

D. Release by Settling Defendants of Each Other.

Effective simultaneously with the releases granted in Paragraph III.B. above, the Settling Defendants and their respective heirs, executors, administrators, representatives, successors, agents, affiliates, attorneys, officers, and assigns, hereby release and discharge each other 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 the performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank, including without limitation the causes of action alleged in the D&O Action.

E. Release of Progressive by Settling Defendants.

Effective simultaneously with the releases granted in Paragraph III.B. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors, agents, affiliates, attorneys, officers, and assigns, hereby release and discharge Progressive, its parents, subsidiaries, affiliates and reinsurers, and their respective 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 the Policy, the Bank and/or the D&O Action. The Settling Defendants agree that any interest they may have under the Policy is extinguished. The Settling Defendants represent that Progressive and certain former Bank directors and officers have contributed to the Settlement Funds.

F. Release of Settling Defendants by Progressive.

Effective simultaneously with the releases granted in Paragraph III.B. above, Progressive, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, hereby releases and discharges each of the Settling Defendants, and their respective heirs, executors, administrators, agents, representatives, successors, agents, affiliates, attorneys, officers, 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 the Policy, the Bank and/or D&O Action. Nothing in this release shall affect any defense to coverage Progressive may have with respect to any claim that may be asserted against it in connection with the Policy or otherwise. Progressive represents that Progressive and certain former Bank directors and officers have contributed to the Settlement Funds.

H. Civil Code Section 1542 Waiver. There is a risk that, subsequent to the execution of this Agreement, the Parties hereto will discover, incur or suffer loss, damages or injuries which are in some way related to the matters released, but which are unknown or unanticipated at the time that this Agreement is executed. The Parties hereto hereby assume this risk and understand that this Agreement shall apply to all unknown or unanticipated results of, or related to, the matters released above, as well as those known and anticipated. The Parties hereby expressly acknowledge that they are familiar with Section 1542 of the California Civil Code which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties understand and acknowledge the significance and consequence of this specific waiver of Section 1542. Having been advised and encouraged to consult with an attorney of their choice concerning their rights and this Agreement and having either thoroughly discussed all aspects of their rights and this Agreement with an attorney to the full extent that they wanted prior to signing this Agreement or voluntarily chosen not to do so, the Parties hereto expressly waive and relinquish any and all rights and benefits which they may have under Section 1542 of the Civil Code (to the extent it is otherwise applicable) to the full extent that such rights and benefits may be lawfully waived and relinquished pertaining to the subject matter of this Agreement.

I. Express Reservations From Releases By FDIC-R.

1. Notwithstanding any other provision, by 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. Against the Settling Defendants or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

b. Against any person or entity not expressly released by the FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation 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 relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person..

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for any federal judicial district or any other department or agency of the United States as defined by 18 U.S.C. § 6. . In addition, the FDIC-R specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. § 3663, et. seq., if appropriate.

SECTION IV: WAIVER AND ASSIGNMENT OF DIVIDENDS AND PROCEEDS FROM LITIGATION

To the extent, if any, that Settling Defendants are or were shareholders of the Affinity Bank or Affinity Bank Holdings, Inc. and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of Affinity Bank or proceeds in any litigation that has been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of Affinity Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity or the United States government, or any agency or department of the United States government in connection with Affinity Bank, its conservatorship or receivership; Settling Defendants hereby knowingly assign to the FDIC-R any and all rights, titles and interest in and to any and all such dividends, payments or other distributions, or such proceeds.

SECTION V: 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 defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

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. 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 California.

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. 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. Financial Disclosure Representation. Each Settling Defendant has submitted financial information to the FDIC-R and herein affirms that his/her financial information is true and accurate as of the date of this agreement. Each Settling Defendant expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling Defendants. The FDIC-R has no obligation to independently verify the completeness or accuracy of that financial information. If the FDIC-R establishes via a final adjudication in an appropriate judicial forum that a Settling Defendant failed to disclose any material interest, legal, equitable, or beneficial, in any asset, that Settling Defendant agrees to cooperate fully with the FDIC-R to provide updated financial information and to pay to the FDIC-R the lesser of (1) the value of the Settling Defendant's undisclosed material interest in such asset(s); or (2) the amount of unpaid damages alleged against that Settling Defendant.

G. Reasonable Cooperation.

1. 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 D&O Action, and to otherwise perform the terms of this Agreement.

2. Further, the Settling Defendants agree to cooperate fully with the FDIC-R in connection with any action required under this Agreement. Any such cooperation that involves any out of pocket costs is subject to reasonable reimbursement by the FDIC-R pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

a. producing all documents requested by the FDIC-R, without the necessity of subpoena, as determined by the FDIC-R, in its sole discretion, to be relevant to the Bank;

b. making themselves available upon request by the FDIC-R at reasonable times and places for interviews regarding facts, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank;

c. appearing to testify, upon request by the FDIC-R, in any matter determined by the FDIC-R in its sole discretion, to be related to the Bank, without the necessity of subpoena;

d. signing truthful affidavits upon request by the FDIC-R, regarding any matter, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank.

H. Advice of Counsel. Each Party hereby acknowledges that he, she, or it has 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, her, or its counsel.

I. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R: Patricia G. Butler, Esq., Federal Deposit Insurance Corporation, 3501 Fairfax Drive, Arlington, VA 22226; (703) 516-5798; [redacted] (b)(6)

If to the Settling Defendants: (1) Joel M. Athey, Esq., Holland & Knight, 400 South Hope Street, 8th Floor, Los Angeles, CA 90071; (213) 896-2400; [redacted] and (2) Jeffrey (b)(6) A. Tisdale, Esq., Tisdale & Nicholson, LLP, 2029 Century Park East, Suite 900, Los Angeles, CA (b)(6) 90067; (310) 286-1260; [redacted]

If to Progressive: Lewis K. Loss, Esq., Loss Judge & Ward, LLP, 1133 21st St., NW., (b)(6) Washington, DC 20036; (202) 778-4063; [redacted]

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

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

(b)(6)

Date: 3-24-14

BY: [redacted]

TITLE: Counsel

PRINT NAME: Patricia G. Butler, Esq.

Date: ______

BY: ______________________

TITLE: Former President and Chief Executive Officer

PRINT NAME: Michael R. McGuire

I. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R: Patricia G. Butler, Esq., Federal Deposit Insurance Corporation, 3501 Fairfax Drive, Arlington, VA 22226; (703) 516-5798; [redacted] (b)(6)

If to the Settling Defendants: (1) Joel M. Athey, Esq., Holland & Knight, 400 South Hope Street, 8th Floor, Los Angeles, CA 90071; (213) 896-2400; [redacted] and (2) Jeffrey (b)(6) A. Tisdale, Esq., Tisdale & Nicholson, LLP, 2029 Century Park East, Suite 900, Los Angeles, CA (b)(6) 90067; (310) 286-1260; [redacted]

If to Progressive: Lewis K. Loss, Esq., Loss Judge & Ward, LLP, 1133 21st St., NW., (b)(6) Washington, DC 20036; (202) 778-4063; [redacted]

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

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

Date: ________ BY: ______________________

TITLE: Counsel

PRINT NAME: Patricia G. Butler, Esq.

(b)(6) Date: ______

BY: [redacted]

TITLE: Former President and Chief Executive Officer

PRINT NAME: Michael R. McGuire

(b)(6)

Date: 3/20/14

BY: [redacted]

TITLE: Former Executive VP and Chief Lending Officer

PRINT NAME: David Mahan

Date: ______

BY: ______________________________

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: Edward Summers

Date: ______

BY: ______________________________

TITLE: Former Vice President and Underwriting Manager

PRINT NAME: Donald Cline

Date: ______

BY: ______________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Cindy Jones

Date: ______

BY: ______________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Sonia Hidalgo

Date: ______

BY: ________________________________

TITLE: Former Executive VP and Chief Lending Officer

PRINT NAME: David Mahan

(b)(6) Date: 3-20-14

BY: [redacted]

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: Edward Summers

Date: ______

BY: ________________________________

TITLE: Former Vice President and Underwriting Manager

PRINT NAME: Donald Cline

Date: ______

BY: ________________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Cindy Jones

Date: ______

BY: ________________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Sonia Hidalgo

Date: ______

BY: ______________________________

TITLE: Former Executive VP and Chief Lending Officer

PRINT NAME: David Mahan

Date: ______

BY: ______________________________

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: Edward Summers

(b)(6) Date: 3/21/14

BY: [redacted]

TITLE: Former Vice President and Underwriting Manager

PRINT NAME: Donald Cline

Date: ______

BY: ______________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Cindy Jones

Date: ______

BY: ______________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Sonia Hidalgo

Date: ________

BY: ______________________________

TITLE: Former Executive VP and Chief Lending Officer

PRINT NAME: David Mahan

Date: ________

BY: ______________________________

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: Edward Summers

Date: ________

BY: ______________________________

TITLE: Former Vice President and Underwriting Manager

PRINT NAME: Donald Cline

(b)(6) Date: 3-20-14

BY: [redacted]

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Cindy Jones

Date: ________

BY: ______________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: Sonia Hidalgo

Date: _______

BY: ____________________________________

TITLE: Former Executive VP and Chief Lending Officer

PRINT NAME: ____David Mahan______

Date: _______

BY: ____________________________________

TITLE: Former Executive VP and Chief Credit Officer

PRINT NAME: ____Edward Summers____

Date: _______

BY: ____________________________________

TITLE: Former Vice President and Underwriting Manager

PRINT NAME: ____Donald Cline______

Date: _______

BY: ____________________________________

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: ____Cindy Jones______

(b)(6) Date: 3/20/14

BY: [redacted]

TITLE: Former Vice President and Senior Underwriter

PRINT NAME: ____Sonia Hidalgo______

(b)(6) Date: 3/20/14

BY: [redacted]

TITLE: Former Director and Chairman of the Board

PRINT NAME: Richard Fausset

Date: ________

BY: ______________________________

TITLE: Former Director

PRINT NAME: Joanell Lyon

Date: ________

BY: ______________________________

TITLE: Former Director

PRINT NAME: Paul Schedler

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: ________

BY: ______________________________

TITLE: ______________________________

PRINT NAME: ______________________________

Date: ______

BY: ________________________________

TITLE: Former Director and Chairman of the Board

PRINT NAME: Richard Fausset

Date: ______

BY: ________________________________

TITLE: Former Director

PRINT NAME: Joanell Lyon

(b)(6) Date: 3-21-14

[redacted]

BY: ________________________________

TITLE: Former Director

PRINT NAME: Paul Schedler

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: ______

BY: ________________________________

TITLE: ________________________________

PRINT NAME: ________________________________

Date: ______

BY: ______________________

TITLE: Former Director and Chairman of the Board

PRINT NAME: Richard Fausset

(b)(6) Date: 3-26-14

BY: [redacted]

TITLE: Former Director

PRINT NAME: Joanell Lyon

(b)(6) Date: ______

BY: [redacted]

TITLE: Former Director

PRINT NAME: Paul Schedler

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: ______

BY: ______________________

TITLE: ______________________

PRINT NAME: ______________________

Date: ________

BY: ________________________________

TITLE: Former Director and Chairman of the Board

PRINT NAME: Richard Fausset

Date: ________

BY: ________________________________

TITLE: Former Director

PRINT NAME: Joanell Lyon

Date: ________

BY: ________________________________

TITLE: Former Director

PRINT NAME: Paul Schedler

PROGRESSIVE CASUALTY INSURANCE COMPANY

(b)(6)

Date: 3/21/14

BY: [redacted]

TITLE: Claims Specialist Sr

PRINT NAME: Lawrence D. Leeders