

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 23rd day of October, 2012, by, between, and among the following undersigned parties:

Federal Deposit Insurance Corporation, as Receiver of Georgian Bank ("FDIC-R"); and
Federal Insurance Company ("Federal"). Individually, the FDIC-R and Federal may be referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

A. Prior to September 25, 2009, Georgian Bank ("Bank") was a depository institution organized and existing under the laws of the State of Georgia.

B. On September 25, 2009, the Bank was closed by the Georgia Department of Banking and Finance 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 as receiver succeeded to all rights, titles, powers and privileges of the Bank, its shareholders, and creditors, including right and title with respect to the Bank's assets.

C. Among the assets to which the FDIC-R as receiver succeeded were any and all claims, demands, and causes of actions against the Bank's financial institution bond insurer(s).

D. On May 21, 2010, the FDIC-R submitted three proofs of loss (the "Proofs of Loss") to Federal for its claims (the "Claims") under Georgian's Financial Institution Bond No.

(b)(4) (the "Bond").

E. The FDIC-R has asserted Claims against Federal under the Bond.

F. The Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of 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. The Recitals above are incorporated herein by reference.

B. As an essential covenant and condition to this Agreement, Federal agrees to pay to the FDIC-R the sum of Three Million Dollars (\$3,000,000) (the "Settlement Funds").

C. No later than ten business days following the execution of a signed original, or signed originals in counterpart, of this Agreement by the undersigned Parties to this Agreement (the "Payment Due Date"), the Settlement Funds shall be delivered to the FDIC-R by direct wire transfer to the Federal Home Loan Bank of New York, New York Main Office, 101 Park Avenue, New York, NY 10178-0599, Routing No. 0260-0973-9, Account No. [redacted] for the (b)(4) credit to FDIC National Liquidation Account OBI Georgian Bank, Atlanta, GA (FIN 10122) Professional Liability (37100) DIF Fund -- contact Marion Tarin ([redacted]) or Douglas (b)(6) (b)(6) Lang [redacted]

D. In the event that the Settlement Funds are not delivered in full to the FDIC-R by the Payment Due Date, interest shall accrue on all unpaid amounts at the rate of 5% per annum from such date until the date of payment in full.

E. In addition, and without waiving any other rights that the FDIC-R may have, in the event that all Settlement Funds are not received by the FDIC-R on or before 30 days following the Payment Due Date, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right

to enforce this Agreement against Federal, which agrees to jurisdiction in Federal District Court in Atlanta, Georgia and further agrees to pay all the FDIC-R's reasonable attorneys' fees expended in enforcing Federal's obligation to pay the Settlement Funds or any part of them. Any decision by the FDIC-R to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice the FDIC-R's rights to declare this Agreement null and void at any time prior to receipt of all Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC-R declares this Agreement null and void, the FDIC-R will return all amounts paid to it under this Agreement by Federal. The Parties further agree to the jurisdiction of the Federal District Court in Atlanta to resolve any other disputes related to the enforcement of the terms of this Agreement (other than with respect to the matters addressed in Section II C, below). In the event the FDIC-R declares the Agreement null and void, the Parties agree that all statutes of limitation or timing defenses with respect to claims that the FDIC-R had against Federal prior to the date of the Agreement are tolled from the date of the Agreement until fifteen (15) days after the Agreement is declared null and void.

SECTION II: Releases

A. Release of Federal by FDIC-R.

Effective upon payment by Federal of the Settlement Funds, together with any accrued interest, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Federal, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from the Claims, including but not limited to any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, statutory or non-contractual, that the FDIC-R alleged or could have alleged against Federal in connection with the Claims, or the Proofs of Loss, or which

the FDIC-R could have alleged against Federal that arise from or relate to any claims asserted by the FDIC-R under the Bond, Federal's adjusting of such Claims, or otherwise arise from, relate to or concern the Bond and agrees that any interest it may have under the Bond is extinguished; provided that, this release shall not extend to or affect any other Federal policy of insurance, including but not limited to directors' and officers' liability Policy No. or the (b)(4) settlement agreement related thereto.

B. Release of FDIC-R by Federal.

Effective simultaneously with the release granted in Paragraph II.A. above, Federal, 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, 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 Proofs of Loss, the Claims, and/or the Bond including but not limited to any rights of subrogation, legal, equitable, or otherwise.

C. Waiver of Subrogation by Federal.

Federal agrees to and hereby does irrevocably waive any rights of subrogation it may have relating to the Claims, including without limitation those arising from Federal's payment of the Settlement Funds, or involving the underlying properties, assets or claims involved in the Claims and all rights to recovery thereof ("Rights of Recovery"). Federal agrees that the FDIC-R may retain, sell, transfer, or otherwise dispose of such Rights of Recovery as it sees fit, in its sole discretion, and retain the proceeds (if any) thereof and any such present or future retention or disposition of such Rights of Recovery shall not serve to modify, alter, increase, decrease, or otherwise affect the consideration due under this Agreement or the monetary amount being paid by Federal.

D Express Reservations From Releases.

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 any 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 the FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by the FDIC-R as successor in interest to the Bank or any person or entity other than the Bank;

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

c. under or relating to any policy of insurance issued by Federal (or any other insurer) other than the Bond, and

d. which are not expressly released in Section II.A. above.

2. Notwithstanding any other provision, this Agreement does not waive any claims or actions that could be brought by any agency or instrumentality of the United States government including, but not limited to, the Department of Justice and/or the United States Attorney's Office for any federal judicial district, other than the FDIC-R. In addition, the FDIC specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Victim and Witness Protections Act, 18 U.S.C. § 3663, et. seq., if appropriate.

3. Notwithstanding any other provisions, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction 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 administrative enforcement action which may arise by operation of law, rule, or regulation.

SECTION III: Representations and Acknowledgments

A. Ownership of the Claims. The FDIC-R represents and warrants that, pursuant to 12 U.S.C. §1821(d), the FDIC-R owns and has not assigned the Claims.

B. No Additional Actions. Federal hereby agrees that it will not bring, file, or otherwise pursue any claims against any party, in relation to the Bond, including any claims for indemnity or subrogation.

C. 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 a disputed claim, and that this Agreement is not an admission or evidence of liability by either of them regarding any claim nor is it intended to be, nor shall it be construed as, an interpretation of the Bond or any other insurance policy. This Agreement shall not be used as evidence, or in any other manner, before any court or any proceeding to create, prove, or interpret the obligations or alleged obligations of Federal under the Bond to any party or non-party to this Agreement. Except as provided above, the Parties may use the Agreement in any other proceeding to the extent deemed relevant and admissible by a court and may use this Agreement in any manner as may be necessary to enforce the terms of the Agreement.

D. Cooperative Drafting. The Parties to this Agreement have participated jointly in the negotiation and preparation of this Agreement. Accordingly, the Parties agree not to assert that any other party is the sole or principal drafter of the Agreement. The Parties also agree not to assert that any canon of construction applicable to sole or principal drafters should be applied against any other party.

E. 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.

F. 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 insurers, agents, heirs, executors, administrators, representatives, attorneys, successors and assigns.

G. No Confidentiality. The Parties acknowledge and agree that this Agreement is a public document that will need to be disclosed pursuant to 12 U.S.C. § 1821(s) and other applicable laws and regulations.

H. Construction. The descriptive headings of this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

I. Notices. If any Party is required to give notice to another Party under this Agreement, such notice shall be (i) delivered personally, (ii) sent by Federal Express (or another recognized overnight or two-day courier) requesting next or second business day delivery, (iii) sent by facsimile, (iv) sent by United States certified or registered mail, postage prepaid, return receipt requested, or (v) sent by email with a confirmation to be sent the same day by one of the methods enumerated above. Any such notice shall be deemed given when (i) so delivered personally, (ii) if sent by express courier, one or two business days (as the case may be)

following delivery to the courier, (iii) on the date sent by facsimile or email, with confirmation of transmission, if sent during normal business hours of the recipient, or, if not, then on the next business day, or (iv) if sent by certified or registered mail, five business days after the date of deposit in the United States mail to the respective address of the Party as set forth below, with copies sent to the persons indicated below:

To the FDIC:

Charles B. Lee, Esq.
Miller & Martin PLLC
Suite 1000, Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402-2289

(b)(6) Email:

and

Federal Deposit Insurance Corporation
7777 Baymeadows Way West, Room 551F
Jacksonville, Florida 32256
Attn: Doug Lang, Esq.

(b)(6) Email:

To Federal Insurance Company:

C. David Hailey
Mozley, Finlayson & Loggins, LLP
One Premier Plaza, Suite 900
5605 Glenridge Drive, N.E.
Atlanta, GA 30342-1386

(b)(6) Email:

and

Michael Maillet
Chubb & Son
N.Y Specialty Claims
55 Water St
29th Floor
New York, NY 10041-2899

(b)(6) Email:

or to such other address as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such go counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

J. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Georgia.

K. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein; provided that, the obligations set forth in the previously executed Confidentiality Agreement shall remain in effect. 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).

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

M. Advice of Counsel.

Each Party hereby acknowledges that 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.

N. Authority to Settle.

The FDIC-R, for itself and expressly in its capacity of having succeeded to all of

Georgian Bank's claims against Federal under the Bond relating to the Claims, and Federal, respectively, each warrant and represent that they are the persons or entities which have collectively all of the interest in any of the matters set forth herein, that the Recitals set forth above are material, true and accurate, and that they have the full right, power, and specific authority to enter into, execute and consummate this Agreement.

O. Severability.

If any provision of this Agreement or the application of any provision herein to any person or circumstance is held invalid or unenforceable, only that provision shall be affected, and the remainder of this Agreement (and the application of such provision to other persons or circumstances) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of Georgian Bank

(b)(6)

Date: October 23, 2012

By:
Title: V. Senior Attorney, FDIC
Print Name: DOUGLAS B. LANG

FEDERAL INSURANCE COMPANY

Date: October 23, 2012

By:
Title: Assistant Vice President, Claims Division
Print Name: Michael Worrell

(b)(6)

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on the date signed by the last party signing below, between the Federal Deposit Insurance Corporation ("FDIC"), as Receiver of Georgian Bank, Smyrna, Georgia ("Bank"), and Federal Insurance Company ("Federal"), as insurer under that certain Financial Institution Bond, No. (the (b)(4) "Bond") (the FDIC and Federal are sometimes individually referred to herein as "Party" or together as the "Parties").

WITNESSETH:

WHEREAS, FDIC has submitted proofs of loss to Federal under the Bond;

WHEREAS, under the terms of the Bond, Federal is entitled to request the production of pertinent records for its examination;

WHEREAS, without waiving any of its rights, Federal is investigating the Bond claims to decide whether there is coverage under the Bond, and has requested, and/or may hereafter request, certain information deemed to be confidential by FDIC;

WHEREAS, FDIC desires to cooperate with Federal by providing the documents requested, provided that any confidential information requested by Federal remains confidential and is used solely for the intended purposes; and

WHEREAS, Federal is willing to maintain the confidentiality of such information as confidential in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Purpose.** This Agreement is entered into by the FDIC for the purpose of providing documents and information to Federal in order that Federal may evaluate and resolve any claims made under the Bond.

2. **Scope.** This Agreement applies to documents, records, and information composed or stored in written, electronic, digital, or any other medium provided to Federal by FDIC as part of Federal's investigation and analysis of the claims under the Bond, including but not limited to, any information received from the FDIC identifying any names, addresses, account information, personal information (such as social security number, date of birth, and any other personal identification information) (collectively, "Confidential Materials"), provided that such documents, records, and information are specifically designated by the FDIC as Confidential Materials in compliance with paragraph 3 below, and which can include, without limitation, the following:

a. **Regulatory:** Confidential Materials related in any way to the regulation or supervision of the Bank, in whatever form, whether preliminary or final, including without limitation, reports of examination or inspection, regulatory correspondence, reports, orders, memoranda, or agreements by, from or with the FDIC in its corporate capacity, the Office of Comptroller of the Currency or the Federal Reserve, or any other federal or state regulatory authority, and any documents containing information obtained from any documents and records related to the supervision or regulation of the Bank. Federal acknowledges and understands that release of such regulatory documents may require approval from independent government agencies, and further agrees that no such regulatory documents will be disclosed to third parties without approval by the respective regulatory authority. This includes, without limitation, any and all documents and information that the FDIC maintains are confidential and privileged as provided in Part 309 of the FDIC Rules and Regulations, 12 C.F.R. § 309, Part 4 of the Office of the Comptroller of the Currency Rules and Regulations, 12 C.F.R. § 4.31, et seq., the laws of the State of Georgia and any other federal or state laws.

b. **Bank and Bank Customers:** Confidential Materials related to the Bank and its customers, including without limitation, bank account information, signature cards, bank statements, general ledger entries, deposit or reserve information, loans and lending transactions, loan applications, financial statements and credit reports, business and personal state and federal income tax forms, correspondence, and related loan documentation relating to any extension of credit or loan to any borrower.

c. **Receivership:** Confidential Materials related to the receivership of the Bank, including without limitation any information on loss or estimates of such loss on assets. No Confidential Materials whose disclosure could cause a loss to FDIC (such as estimates of loss on assets or the estimated value or sale price of assets) shall be provided to any person or entity having any current or prospective interest in such assets, whether or not that person or entity would otherwise be allowed access to documents and information under the terms of this Agreement.

3. **Applicability.** Confidential Materials subject to this Agreement shall be designated as confidential by the FDIC by stamping them with the legend "Confidential" or "Confidential Materials". The identification of such documents as confidential shall not be construed as an admission or concession by Federal that the identified documents or information are or contain privileged, protected, confidential, proprietary, personal, or trade secret information, or that they otherwise are confidential. The failure of the FDIC to specifically designate any documents as confidential shall not constitute a waiver by FDIC of the right to later request that such documents be stamped as Confidential and thereafter assert that such documents contain privileged, protected confidential, proprietary, personal, or trade secret information or are otherwise confidential.

4. **No Waiver of FDIC Privileges or Right of Use.** By providing access to documents and information pursuant to this Agreement, FDIC does not waive any privilege, including any attorney-client privilege, work product privilege, or any other privilege the FDIC or others might have, including, but not limited to, any privilege that any federal or state regulatory agency may hold, with respect to any of the documents and information produced. Although the FDIC intends to produce confidential documents to Federal pursuant to this Agreement, there are certain documents, such as, but not limited to, privileged regulatory documents that the FDIC might not intend to produce. Therefore, notwithstanding the terms of this Agreement, should the FDIC inadvertently produce any privileged documents pursuant to this Agreement, such inadvertent production shall not constitute a waiver of any applicable

privilege, and Federal will return such inadvertently produced document to the FDIC in a reasonably prompt manner, without making any copies thereof, upon its own discovery or upon the FDIC's request.

5. **No Waiver of Rights or Privileges by Federal.** By entering into this Agreement, Federal does not agree that the information or documents that it has requested from the FDIC are confidential, or that any documents are, in fact, confidential. Federal reserves the right to disagree and contest any such designation of documents or material as confidential. However, should a dispute arise between the Parties concerning the identification or designation of any documents or information as confidential, Federal agrees to maintain the confidentiality of any such documents and information as set forth herein until: (i) an agreement is reached between the Parties, or (ii) a court order is entered, permitting Federal to treat such documents or information other than as set forth herein. This Agreement in no way modifies, revises, changes, alters, or in any way amends the Bond. Federal has and continues to reserve all of its rights and defenses in connection with the Bond and in connection with the Bond claims. Further, by entering into this Agreement Federal does not waive any privilege or protection, including any attorney-client privilege, work product protection, or any other privilege or protection Federal has or might have, and it does not waive the right to contest any such privilege or confidentiality claim asserted by the FDIC.

6. **Nondisclosure of Confidential Materials.** All Confidential Materials provided to Federal pursuant to this Agreement are provided solely for purposes of the evaluation and possible resolution of the claims under the Bond, and for any legal proceedings that may be brought by one Party against the other Party to adjudicate the rights and obligations under the Bond. All such materials, and the facts set forth therein, shall be treated as confidential and shall not be disclosed, discussed with, or in any way divulged to, any person except as permitted under

this Agreement. This Agreement does not affect the right of Federal or FDIC to use any documents or information either may obtain from other sources as though they are not confidential. Nothing in this Agreement shall prevent the FDIC acting in any capacity from using any Confidential Materials in its receivership, supervisory, or enforcement functions or for any lawful purposes.

7. Exceptions to Nondisclosure. Notwithstanding anything to the contrary herein, Federal may disclose Confidential Materials received pursuant to this Agreement to the following persons:

(a) Employees, officers, directors and other representatives of Federal and its legal counsel who are responsible for or involved in the investigation, evaluation and resolution of claims under the Bond who are subject to the obligations established by this Agreement, and provided that any such employees and other representatives are made aware of and acknowledge their obligation to keep Confidential Materials in confidence in accordance with this Agreement.

(b) Agents, brokers, auditors, co-insurers and reinsurers entitled by contract to review claims under the Bond, provided such agents, brokers or auditors are subject to confidentiality obligations substantially similar to those set forth in this Agreement.

(c) Customers of the Bank referenced in any Confidential Materials and any former officers, directors, employees, consultants, representatives and agents of the Bank who have a need to review such information, as well as other persons who Federal reasonably believes have knowledge of the facts concerning the claims under the Bond, in order to reasonably respond to Federal's inquiries, as well as counsel for any of the foregoing persons. No person or entity identified herein shall make copies or in any way retain the Confidential Materials, provided, however, that this requirement shall not apply with respect to a loan customer of the Bank to the extent the documents in question are solely related to that customer, or an entity owned in whole or in part by that customer, and contain only that customer's personal information or information on the entity and its owners and/or guarantors and/or co-borrowers; and that the documents do not include any information (other than the loan documentation) related to the underlying investigation, other loans, other persons, or practices of the Bank or the FDIC in any way whatsoever.

(d) Vendors, consultants, experts, or other persons engaged by Federal or its counsel to assist it in the evaluation and resolution of any claims under the Bond or in the conduct of any litigation that might ensue between the Parties concerning the claims under the Bond and the rights and obligations under the Bond.

(e) Any mediator or arbitrator the Parties may employ to assist them in resolving any dispute that might arise out of any Bond claim.

(f) Federal shall take all reasonable steps necessary to ensure the immediate return of all materials provided by Federal to those persons listed in subparagraphs 7(c), 7(d) and 7(e) pursuant to the Agreement to Maintain Confidentiality attached hereto as Exhibit A.

(g) Confidential Materials may only be disclosed to a person identified in subparagraphs 7(c), 7(d), and 7(e) if such person is provided a copy of this Agreement and signs a written Agreement to Maintain Confidentiality in the form attached hereto as Exhibit A., provided, however, that this requirement shall not apply with respect to a loan customer of the Bank to the extent the documents in question are solely related to that customer, or an entity owned in whole or in part by that customer, and contain only that customer's personal information or information on the entity and its owners and/or guarantors and/or co-borrowers; and that the documents do not include any information (other than the loan documentation) related to the underlying investigation, other loans, other persons, or practices of the Bank or the FDIC in any way whatsoever. Federal shall maintain a copy of each such Agreement to Maintain Confidentiality and shall provide the FDIC a copy of such Agreement to Maintain Confidentiality upon request. Federal shall retain a list of the Confidential Materials disclosed; the recipient of the disclosure and the date of disclosure. If a person refuses to sign the Agreement to Maintain Confidentiality, then Federal may notify FDIC of the refusal and that it intends to disclose Confidential Materials to such person unless the FDIC objects. Federal shall give this notice in writing by facsimile or email to FDIC's outside counsel handling this matter. If no objection to such disclosure is made by FDIC within seven days of receipt of Federal's written notice, Federal may disclose the Confidential Materials to such person without such person signing an Agreement to Maintain Confidentiality. By following this procedure Federal is not waiving any rights or defenses under the Bond, including, but not limited to, a defense based on the FDIC's refusal to cooperate with Federal's investigation and produce pertinent documentation as required by the Bond.

(h) With the exception of Bank customers and specific loan documents, as specified in subparagraph 7(g), Federal will advise all persons to whom it provides Confidential Materials that said Confidential Materials shall be held in strict confidence by any person or entity identified in this paragraph 7, and may be used only in connection with the investigation, evaluation and resolution by Federal of any claims or matters that relate to the FDIC's interests in the Bond, the resolution of claims under the Bond, and in any litigation between the Parties related thereto. However, Federal shall have no liability to the FDIC should any person identified in subparagraphs (b), (c), (d) or (e) to whom Confidential Materials are provided by Federal refuses to treat such documents as confidential.

8. **Litigation Regarding Bond.** In the event that litigation is commenced by either Party regarding any rights or obligations under the Bond or regarding the claims under the Bond, the Parties will attempt in good faith to agree upon a protective order pertaining to any

documents or information previously designated by the FDIC as Confidential Materials. If the Parties are unable to agree upon such an order, Federal will not use such documents or information in any such litigation in a manner inconsistent with this Agreement until the issue of confidentiality is resolved by the court presiding over such litigation. The determination of which Party shall have the burden to establish that such documents and information are Confidential, or are not Confidential, shall be determined as if this Agreement was never entered into, and shall be based upon the applicable Rules of Civil Procedure, the applicable Rules of Evidence, and/or other applicable law. Neither Party shall maintain that the other Party has the burden to disprove confidentiality based upon the language of this Agreement or the fact that this Agreement was entered into. Further, neither Party shall maintain that, by entering into this Agreement, providing documents or information under this Agreement, or receiving documents or information under this Agreement, the other Party has waived any of its rights or obligations concerning such documents and information. Nothing in this Agreement shall be construed as a waiver by Federal of any rights it may otherwise have to discovery or use of information and documents, or as a waiver by FDIC of any rights it may have to object to the production or use of such documents or information. Further, Federal will have the right to separately request the production of any and all such documents and information already provided to it by the FDIC under the terms of this Agreement as part of the litigation, including under any applicable Rules of Civil Procedure and/or Evidence. If the FDIC so produces any such documents or information in the litigation, Federal may thereafter utilize such documents and information without having to abide by the terms of this Agreement, without having to file a motion, and without the necessity of a court order. FDIC reserves all rights to object to such production.

9. **Reservation of Rights.** Nothing in this Agreement confers upon Federal any right of access to documents or information that the FDIC does not provide voluntarily.

With respect to documents marked Confidential Materials produced by the FDIC, each Party reserves its rights under this Agreement, under the Bond, and otherwise under law. However, nothing in this Agreement raises or otherwise affects any rights Federal or the FDIC otherwise has to any and all documents and information it requests.

10. **Demands by Others for Confidential Materials.** Nothing in this Agreement shall prohibit Federal from disclosing Confidential Materials pursuant to the requirements of a subpoena, court order, discovery request, regulatory or governmental agency inquiry, or pursuant to operation of law ("Official Request"). Within fourteen days of the date Federal receives any Official Request, Federal shall notify FDIC of the Official Request and provide FDIC with the opportunity to object to such disclosure. During the pendency of this matter, Federal shall give this notice in writing by sending a copy of the Official Request by facsimile or email to FDIC's outside counsel handling this matter. After this matter is concluded, Federal shall give this notice in writing by sending a copy of the Official Request by facsimile, email or overnight delivery to William L. Martin III, Senior Attorney, FDIC, Legal Division, Professional Liability and Financial Crimes Section, 7777 Baymeadows Way West Jacksonville, FL 32256. If the FDIC does not object to Federal producing documents in response to the Official Request within seven business days from the date the FDIC receives Federal's notification, or by noon of the day prior to the day such documents are due in response to the Official Request, whichever time is earlier, Federal may produce documents responsive to the Official Request. Federal may also disclose such documents if ordered to do so by the appropriate authority. Should the FDIC decide to oppose Federal's production of Confidential Materials in response to any Official Request, the FDIC shall notify Federal in writing of its intent to oppose the Official Request, and it shall thereafter timely file any and all lawful process necessary to oppose the Official Request. The burden and expense of opposing any Official

Request objected to or opposed by the FDIC shall be borne solely by the FDIC.

11. **Violation of Agreement.** In the event that any violation of this Agreement is alleged, the FDIC and Federal shall first seek to resolve the alleged violation through prompt and reasonable discussions, and the Parties shall act in good faith to seek a prompt and reasonable resolution of the alleged violation. In the event such efforts fail to resolve promptly any dispute regarding compliance with this Agreement, FDIC and Federal each have the right to initiate litigation to resolve their dispute concerning the alleged violation.

12. **Termination.** Upon the final resolution of the claims under the Bond, either through resolution during or after the claim process, or by entry of a final, non-appealable judgment governing the Parties' rights and obligations under the Bond, Federal and its counsel may retain a copy of any Confidential Materials as deemed reasonably necessary, including as reasonably necessary to comply with future requests for review by reinsurers, auditors and regulators, or as necessary to exercise or enforce any subrogation rights. Federal shall promptly return to FDIC, upon request, all other Confidential Materials not required for such purposes. Federal and its counsel shall maintain the confidentiality of all such Confidential Materials retained by Federal or its counsel pursuant to this paragraph in accordance with this Agreement, until such documents are destroyed. This paragraph does not apply to any documents or information ordered produced to Federal by a court without the limitations set forth in this Agreement, or to documents or information lawfully obtained by Federal other than pursuant to this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the undersigned Parties with respect to the subject matter hereof, and any prior oral or written statements concerning same are merged herein for all purposes and shall be of no force and effect.

14. **Modification.** This Agreement may be amended, revised, or modified only by a written agreement signed by the Parties or their successors and assigns.

15. **Persons Bound.** This Agreement shall be binding upon and inure to the benefit of the undersigned Parties, their officers, directors, employees, agents, and attorneys, and the respective heirs, executors, administrators, successors and assigns of each of the foregoing.

16. **Authority of Signatories.** Each of the signatories hereto severally represents and warrants that he, she or it has the authority to act in the capacities recited herein and that he, she or it has the full power and authority to execute, deliver and perform under the terms of this Agreement.

17. **Governing Law.** This Agreement shall be interpreted, construed, and enforced according to applicable federal law.

18. **Counterparts.** This Agreement may be executed in counterparts by the parties and each such counterpart upon execution shall be deemed a complete original binding the parties subscribing thereto.

19. **Other Matters.** This Agreement is entered into by the FDIC and Federal specifically for this particular matter and is not intended as, and should not be deemed, a prototype or model for any other matter.

FEDERAL DEPOSIT INSURANCE CORPORATION, As Receiver for Georgian Bank.

FEDERAL INSURANCE COMPANY

[Redacted Signature Box]

(b)(6)

William L. Martin III
Senior Attorney
FDIC, Legal Division
Professional Liability and Financial Crimes Section
7777 Baymeadows Way West
Jacksonville, FL 32256
Telephone: (904) 256-3858
wmartin@fdic.gov

By: Michael Meilhet
Assistant Vice-President
Chubb's Loan Division

Date: _____

Date: April 17, 2014

AGREEMENT TO MAINTAIN CONFIDENTIALITY

I hereby acknowledge that I have been provided, and that I have read, a copy of that certain Confidentiality Agreement between the Federal Deposit Insurance Corporation, as Receiver for the Georgian Bank, Smyrna, Georgia, and Federal Insurance Company dated _____ (the "Agreement"), a copy of which is attached hereto. I understand that any Confidential Materials within the meaning of the Agreement shown to me are considered confidential, and shall not be disclosed by me unless expressly permitted under the Agreement. I will return any such Confidential Materials provided to me to the person providing them immediately upon request, and I will not retain any copies of Confidential Materials.

Name (signature): _____ Date: _____

Name (printed): _____

Company: _____

Address: _____

City: _____

State/Zip Code: _____

Telephone: Business: _____

Home: _____

Cell: _____