

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 29 day of June, 2012, by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation as receiver for United Commercial Bank ("FDIC-R"); E. Lynn Schoenmann, Chapter 7 Trustee for the Bankruptcy Estate of UCBH Holdings, Inc. ("Trustee"); Thomas Wu, Devin Abell, Anthony Chan, Pin-Pin Chau, Ellen Chiu-Yee, John Cinderey, Daniel Gautsch, William Goldrick, Joseph J. Jou, John M. Kerr, Li-Lin Ko, James Kwok, William Laraia, Chris Lee, Dennis Lee, Andy Lin, Tyler Livingston, Sylvia Loh, Douglas Mitchell, Paul Montelaro, Craig On, Robert Nagel, David Ng, Daniel Riley, Gloria Roberts, Yixing Sun, Ebrahim Shabudin, Richard Swartz, Burton D. Thompson, Lauren Tran, Michael Tun Zan, Richard Li-Chung Wang, Godwin Wong, Dennis Wu, Ta-Lun Wu, and Thomas Yu (collectively the "Settling Defendants"); St. Paul Mercury Insurance Company ("Travelers"), Arch Insurance Company ("Arch"), Continental Casualty Company ("Continental"), and Federal Insurance Company ("Federal") (collectively the "Insurance Companies"). Individually, the FDIC-R, the Trustee, the Settling Defendants and the Insurance Companies may be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

#### WHEREAS:

1. Prior to November 6, 2009, United Commercial Bank ("Bank") was a depository institution organized and existing under the laws of California;
2. On November 6, 2009, the Bank was closed by the California Department of Financial Institutions ("CDFI") and, pursuant to 12 U.S.C. § 1821(c), the FDIC-R was appointed as receiver of the Bank. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

3. The FDIC-R has asserted claims against certain persons, including the Settling Defendants, who each served at various times as directors, officers, and/or employees of the Bank, as stated in demand letters from the FDIC-R to various of the Settling Defendants dated on or about September 23, 2010, September 24, 2010, and September 30, 2010 ("FDIC-R Claims").

4. On November 24, 2009, the Bank's holding company, UCBH Holdings, Inc. ("Holding Company") filed a voluntary petition for Chapter 7 liquidation commencing Bankruptcy Case No. 09-33701, which is pending in the U.S. Bankruptcy Court for the Northern District of California, San Francisco Division ("UCBH Bankruptcy Court"). E. Lynn Schoenmann was appointed bankruptcy trustee. Upon the commencement of the case, the bankruptcy estate (the "Bankruptcy Estate") was created pursuant to section 541 of the Bankruptcy Code.

5. The Trustee has brought claims on behalf of the Bankruptcy Estate against certain Settling Defendants ("Trustee Claims") in *E. Lynn Schoenmann, Chapter 7 Trustee, v. Thomas S. Wu, et al.*, Adversary Proceeding No. 10-3170, pending in the UCBH Bankruptcy Court.

6. Claims for damages against certain of the Settling Defendants are now pending in a consolidated federal securities class action captioned *Kyung Cho, et al. v. UCBH Holdings, Inc., et al.*, Civil Action No. 09-4208, which is pending in the U.S. District Court for the Northern District of California ("Securities Class Action Claims"), and in two derivative actions pending in the Superior Court for the State of California for the County of San Francisco, which are captioned (a) *John A. Lynch v. Thomas S. Wu, et al.*, Case No. 09-492237, and (b) *Jim Giommi v. Thomas S. Wu, et al.*, Case No. 09-493038 (collectively, the "Derivative Claims").

7. Further, there are claims arising from investigations, litigation, administrative proceedings, and/or prosecution by the U.S. Department of Justice, the Securities and Exchange

Commission, and/or the Enforcement Unit of the Federal Deposit Insurance Corporation arising out of the same Wrongful Acts and Interrelated Wrongful Acts (as such terms are defined in (b)(4) Travelers Policy number [redacted] as those alleged in the Securities Class Action Claims, Derivative Claims, Trustee Claims, and FDIC-R Claims ("DOJ/SEC/FDIC Enforcement Matters").

8. The FDIC-R Claims, Derivative Claims, DOJ/SEC/FDIC Enforcement Matters, Securities Class Action Claims, and Trustee Claims are referred to collectively herein as the "Noticed Matters."

9. The Settling Defendants have denied liability in the Noticed Matters.

10. The Insurance Companies issued the following policies: Travelers issued primary director and officer liability insurance policy number [redacted] with a Limit of Liability of (b)(4) \$10 million, for the policy period of October 1, 2008, to October 1, 2010 (the "Travelers Policy"); Federal issued excess policy number [redacted] with a Limit of Liability of \$10 million excess of \$10 million, for the policy period of October 1, 2008, to October 1, 2010 (the "Federal Policy"); Continental issued excess policy number [redacted] with a Limit of Liability (b)(4) of \$10 million excess of \$20 million, for the policy period of October 1, 2008, to October 1, 2010 (the "Continental Policy"); and Arch issued Side A policy number [redacted] with a (b)(4) Limit of Liability of \$10 million excess of \$30 million, for the policy period of October 1, 2008, to October 1, 2010 (the "Arch Policy") (collectively, the "Policies"). The Policies provide coverage to the Settling Defendants according to the terms, provisions, and conditions of the Policies. The Settling Defendants have sought coverage under the Policies for the Noticed Matters. The Insurance Companies are providing coverage to the Settling Defendants under the Policies for the Noticed Matters, subject to their reservation of rights.

11. The undersigned 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: Prerequisites to Payment and Releases**

A. Pursuant to a Memorandum of Understanding with an effective date of January 11, 2012, entered into by and between the Parties ("MOU"), the Trustee has petitioned, or will petition, the Bankruptcy Court for an order approving or otherwise permitting the deposit of the remaining proceeds of the Policies into an escrow account ("Escrow Account"). Within ten (10) business days of the later of (a) the date the Insurance Companies receive notice that the Bankruptcy Court overseeing the UCBH Bankruptcy has entered a final and non-appealable order approving or otherwise permitting the deposit of the proceeds of the Policies into the Escrow Account, (b) receipt by the Insurance Companies of a W-9 form for the Escrow Account, and (c) receipt by the Insurance Companies of the payee name and address (for payment by check) and complete wiring instructions for the Escrow Account, the Insurance Companies shall deposit into the Escrow Account the following sums: (a) \$2.5 million by Travelers, (b) \$10 million by Federal, (c) \$10 million by Continental, and (d) \$10 million by Arch (this \$32.5 million placed into the Escrow Account by the Insurance Companies, together with interest accrued within the account, constitute the "Escrow Funds").

B. Final settlement shall be conditioned upon a Final Settlement Order (as defined below) from the UCBH Bankruptcy Court, which shall include the following or comparable language approved by the Insurance Companies: "ORDERED, that on and effective as of the date of the payment by the Insurance Companies of the remaining proceeds of the Policies into

the Escrow Account, the Insurance Companies will have exhausted the limits of liability of their respective Policies by the payment of covered Loss, including both Defense Costs and settlements, and each shall have satisfied all obligations and duties under the Policies and applicable law.”

C. If, for any reason, this Agreement is not approved by the UCBH Bankruptcy Court by a Final Settlement Order, then the Escrow Funds shall be returned to the Insurance Companies in accordance with Paragraph 18 of the MOU and all releases granted in Section V. of this Agreement shall be null and void, except with respect to any amounts not refunded to the Insurance Companies.

#### **SECTION II: Payment to FDIC-R and the Trustee**

A. As an essential covenant and condition to this Agreement, the Settling Defendants and the Insurance Companies, collectively, agree to the following disbursements from the Escrow Account: \$16 million of the Escrow Funds shall be used for the settlement of claims against the Settling Defendants by the FDIC-R and by the Trustee (“Settlement Funds”). The Settlement Funds shall be allocated \$12 million to the FDIC-R and \$4 million to the Trustee. The Settlement Funds shall be distributed to the FDIC-R and the Trustee ten (10) business days after all of the following occur (the “Payment Deadline”): (a) execution of this Agreement by all Parties, (b) entry of a final, non-appealable order by the UCBH Bankruptcy Court granting approval of the Agreement (“Final Settlement Order”), (c) receipt by the agent for the Escrow Account of the payees names and addresses for payment by check and complete wiring instructions, and (d) receipt by the agent for the Escrow Account of all required tax identification information for the payees. The Trustee shall use best efforts to obtain a Final Settlement Order as expeditiously as possible. No Party to the Agreement or Party affiliate shall object to or

otherwise obstruct the approval of the Agreement by the UCBH Bankruptcy Court or any appellate court.

B. The Settlement Funds allocated to the FDIC-R and the Trustee shall be delivered to the FDIC-R and the Trustee by direct wire transfer into accounts designated by them.

### SECTION III: Defense Costs

A. The remaining \$16.5 million of the Escrow Funds ("Defense Fund") shall be used to pay Defense Costs (as defined in the Travelers Policy) for any Noticed Matters and any Claims arising out of the same Wrongful Acts and all Interrelated Wrongful Acts, plus any fees, expenses, or taxes associated with the administration of the Escrow Account, and/or the settlement of the Noticed Matters, other than the FDIC-R Claims and Trustee Claims. Such Defense Costs are to be paid in accordance with the terms of the Allocation Agreement separately entered into by the Settling Defendants on January 11, 2012 ("Allocation Agreement") and the Insurance Companies shall not be liable or responsible for the payment of such Defense Costs.

B. The Settling Defendants may submit invoices for payment of Defense Costs to the mediator Daniel Weinstein, his designee, or any person mutually agreeable to the Insurance Companies and the Settling Defendants for purposes of reviewing Defense Costs invoices ("Reviewing Agent"), who will review such invoices to ensure that: (a) they comply with the Allocation Agreement; and (b) the invoices properly reflect Defense Costs. If the Reviewing Agent concludes that the invoices so comply, the Reviewing Agent shall issue to the Escrow Agent an instruction to issue payment ("Payment Instruction") within seven (7) business days of review. Any fees or expenses associated with the Reviewing Agent shall be paid out of the Defense Fund.

C. The Escrow Agent shall pay any Payment Instruction within (3) business days of receipt of such instruction from the Reviewing Agent.

D. Any funds remaining in the Escrow Account after (a) the final resolution of the Noticed Matters or any Claims arising out of the same Wrongful Acts and all Interrelated Wrongful Acts as those alleged in the Noticed Matters, including payment of any Loss in connection therewith, and (b) the payment of all Defense Costs for which the Payment Instruction is issued, shall revert 90% to the FDIC-R and 10% to the UCBH Bankruptcy estate.

E. Any payments out of the Defense Fund approved by the Reviewing Agent in the manner contemplated pursuant to this Agreement or the MOU shall conclusively be deemed to constitute a covered Loss pursuant to the applicable Policies. Any settlement payments out of the Defense Fund approved by the mediator Daniel Weinstein in the manner contemplated pursuant to this Agreement or the MOU shall conclusively be deemed to constitute payment for a covered Loss pursuant to the applicable Policies.

**SECTION IV: Financial Disclosures –  
Specific Representations, Warranties and Disclaimer**

A. Each Settling Defendant has submitted to JAMS a signed and notarized Financial Disclosure Form (FDIC-R form 7600/01) that was conveyed to the FDIC-R. The Parties expressly acknowledge 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 each Settling Defendant to the FDIC-R. The FDIC-R has no obligation to independently verify the completeness and accuracy of each Financial Disclosure Form.

B. Subsequent to the execution of this Agreement, if the FDIC-R establishes that, in his or her Financial Disclosure Form, a Settling Defendant has intentionally 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 transfer his interest in that asset to the FDIC-R, if requested, and to sign any and all documents necessary to effectuate that transfer. Moreover, if,

in his Financial Disclosure Form, the Settling Defendant has intentionally failed to disclose any material interest, legal, equitable, or beneficial, in any asset, the FDIC-R, in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC-R may declare the releases granted to the Settling Defendant as null and void; (b) the FDIC-R may retain the \$12 million in Settlement Funds, including any proportionate share allocated to the Settling Defendant; and (c) the FDIC-R may sue the Settling Defendant for damages, an injunction, and/or specific performance for breach of this Agreement. The Settling Defendant agrees that if, in his Financial Disclosure Form, he has intentionally failed to disclose any material interest, legal, equitable, or beneficial, in any asset, the Settling Defendant consents to the reinstatement of the FDIC-R's claims and waives any statute of limitations that would bar any of the FDIC-R's claims against him. The Settling Defendant shall be entitled to an offset as against the FDIC-R's damages of his proportionate share of the \$12 million settlement. Notwithstanding the FDIC-R's right to exercise the remedies set forth in this Section, the releases provided by the FDIC-R and the Settling Defendants to the Insurance Companies remain valid and in effect.

#### **SECTION V: Releases**

##### **A. Release of the Settling Defendants by the FDIC-R.**

Effective upon receipt in full of the Settlement Funds described in Sections II.A. and II.B. above, and except as provided in Sections V.O. and V.P. below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges each of the Settling Defendants and their respective heirs, executors, administrators, agents, representatives, successors, and assigns from any and all known or unknown 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 (1) the Settling Defendants' respective functions, duties, and actions as directors, officers, employees, and/or agents of the Bank and/or the Holding Company, and/or (2) the Policies.



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

Effective simultaneously with the release granted in Section V.A. above, and so long as the release granted in Section V.A. remains valid and in effect, the Settling Defendants, on behalf of themselves individually and their respective heirs, executors, administrators, agents, representatives, successors, and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, representatives, successors, and assigns from any and all known and unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to (1) the Bank, (2) the Settling Defendants' respective functions, duties, and actions as directors, officers, employees, and/or agents of the Bank and/or the Holding Company, and/or (3) the Policies.

C. Release of the Settling Defendants by the Trustee.

Effective upon receipt in full of the Settlement Funds described in Sections II.A and II.B. above, the Trustee, in that capacity and for the Bankruptcy Estate, and for their successors and assigns, hereby releases and discharges each of the Settling Defendants and their respective heirs, executors, administrators, agents, representatives, successors, and assigns from any and all known or unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the Trustee that arise from or relate to (1) the Settling Defendants' respective functions, duties, and actions as directors, officers, employees, and/or agents of the Bank and/or the Holding Company, and/or (2) the Policies.

D. Release of the Trustee by the Settling Defendants.

Effective simultaneously with the release granted in Section V.C. above, the Settling Defendants, on behalf of themselves individually and their respective heirs, executors, administrators, agents, representatives, successors, and assigns, hereby release and discharge the

Trustee, in that capacity, and the Bankruptcy Estate, and their employees, officers, directors, representatives, successors, and assigns from any and all known or unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to (1) the Holding Company, (2) the Settling Defendants' respective functions, duties, and actions as officers, directors, employees, and/or agents of the Bank and/or the Holding Company, and/or (3) the Policies.

E. Release by the Settling Defendants of Each Other.

Effective simultaneously with the releases granted in Sections V.A. and V.C. above and V.K. below, the Settling Defendants, on behalf of themselves individually and their respective heirs, agents, executors, administrators, representatives, successors, assigns, and all other persons hereby release and discharge each other from any and all known or unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Settling Defendants' respective functions, duties, and actions as officers, directors, employees, or agents of the Bank and/or the Holding Company. The Settling Defendants expressly do not release 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 or may arise from the Allocation Agreement or *Tao et al v. Wu et al.*, Case No. 4:11-cv-03248-PJH (N.D. Cal.).

F. Release of the Insurance Companies by the FDIC-R.

Effective upon deposit of the proceeds of the Policies into the Escrow Account in accordance with Section I.A. above, but subject to Section I.C. above, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Insurance Companies, their parents, subsidiaries, affiliates, and reinsurers, and their respective employees, officers, directors,

agents, representatives, successors, and assigns, from any and all known or unknown claims arising from the Noticed Matters or arising out of the same Wrongful Acts and all Interrelated Wrongful Acts as those alleged in the Noticed Matters, whether under the Policies or the policies listed in Subpart 1 of Schedule A to this Agreement, which the Insurance Companies contend do not provide coverage for the FDIC-R Claims or the Trustee Claims and each Insurer thereby receives a complete policy release of the Policies and the policies listed in Subpart 1 of Schedule A and the FDIC-R, for itself and its successors and assigns, does hereby waive, relinquish and release any and all rights or claims it may have to coverage or policy proceeds under the Policies and the policies listed in Subpart 1 of Schedule A hereto. It is not intended by this release that the FDIC-R release any rights or claims it may have under the policies listed in Subpart 2 to Schedule A hereto.

G. Release of the Insurance Companies by the Trustee.

Effective upon deposit of the proceeds of the Policies into the Escrow Account in accordance with Section I.A. above, but subject to Section I.C. above, the Trustee, in that capacity and for the Bankruptcy Estate, and for their successors and assigns, hereby releases and discharges the Insurance Companies, their parents, subsidiaries, affiliates, and reinsurers, and their respective employees, officers, directors, agents, representatives, successors, and assigns, from any and all known or unknown claims arising from the Noticed Matters or the same Wrongful Acts and all Interrelated Wrongful Acts as those alleged in the Noticed Matters, whether under the Policies or the policies listed in Schedule A to this Agreement which the Insurance Companies contend do not provide coverage for the FDIC-R Claims or the Trustee Claims, and their claims handling of the Noticed Matters and Claims arising out of the same Wrongful Acts and all Interrelated Wrongful Acts as those alleged in the Noticed Matters, and

each Insurer thereby receives a complete policy release.

H. Release of the Insurance Companies by the Settling Defendants.

Effective upon deposit of the proceeds of the Policies into the Escrow Account in accordance with in Section I.A. above, but subject to Section I.C. above, the Settling Defendants, on behalf of themselves individually and their respective heirs, executors, administrators, agents, representatives, successors, and assigns, hereby release and discharge the Insurance Companies, their parents, subsidiaries, affiliates, and reinsurers, and their respective employees, officers, directors, agents, representatives, successors, and assigns, from any and all known or unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, arising from the Noticed Matters or the same Wrongful Acts and all Interrelated Wrongful Acts as those alleged in the Noticed Matters, whether under the Policies or the policies listed in Schedule A to this Agreement which the Insurance Companies contend do not provide coverage for the FDIC-R Claims or the Trustee Claims (with the sole exception of claims for coverage for the lawsuit styled, *Tao et al v. Wu et al.*, Case No. 4:11-cv-03248-PJH (N.D. Cal.), under St. Paul Mercury Insurance Company Fiduciary Liability Policy No. [redacted] effective [redacted] (b)(4) October 1, 2008 to October 1, 2010), and claims arising out of their claims handling of the Noticed Matters and Claims arising out of the same Wrongful Acts and all Interrelated Wrongful Acts as those alleged in the Noticed Matters, and each Insurer thereby receives a complete policy release.

I. Release of the FDIC-R by the Insurance Companies.

Effective upon deposit of the proceeds of the Policies into the Escrow Account in accordance with Section I.A. above, but subject to Section I.C. above, the Insurance Companies, for themselves and their successors and assigns, and on behalf of their parents, subsidiaries,

affiliates, and reinsurers, and their respective successors and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, agents, representatives, successors, and assigns from any and all known or unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies and the policies listed in Subpart 1 of Schedule A hereto. It is not intended by this release that Travelers release any rights or claims it may have under the policies listed in Subpart 2 to Schedule A hereto.

J. Release of the Trustee by the Insurance Companies.

Effective upon deposit of the proceeds of the Policies into the Escrow Account in accordance with Section I.A. above, but subject to Section I.C. above, the Insurance Companies, for themselves and their successors and assigns, and on behalf of their parents, subsidiaries, affiliates, and reinsurers, and their respective successors and assigns, hereby release and discharge the Trustee, in that capacity, and the Bankruptcy Estate, and their employees, officers, directors, representatives, successors, and assigns from any and all known or unknown claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies.

K. Release of the Settling Defendants by the Insurance Companies.

Effective upon deposit of the proceeds of the Policies into the Escrow Account in accordance with Section I.A. above, but subject to Section I.C. above, the Insurance Companies, for themselves and their successors and assigns, and on behalf of their parents, subsidiaries, affiliates, and reinsurers, and their respective successors and assigns, hereby release and discharge each of the Settling Defendants and their respective heirs, executors, administrators, agents, representatives, successors, and assigns from any and all known or unknown claims,

demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies (with the sole exception of claims for coverage for the lawsuit styled, *Tao et al v. Wu et al.*, Case No. 4:11-cv-03248-PJH (N.D. Cal.), under St. Paul Mercury Insurance Company Fiduciary Liability Policy No. [redacted] effective October 1, 2008 to October 1, 2010). (b)(4)

L. Release of the FDIC-R by the Trustee.

Effective upon receipt in full of the Settlement Funds described in Sections II.A and II.B. above, the Trustee, in that capacity and for the Bankruptcy Estate, and for their successors and assigns, hereby releases and discharges the FDIC-R and its employees, officers, directors, 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 Trustee that arise from or relate to the Policies. For the avoidance of any doubt, this release does not include the claims, or the defenses to the claims, in *Schoenmann v. FDIC*, Case No. 3:10-cv-03989-CRB in the United States District Court for the Northern District of California (including but not limited to claims arising from the Trustee's claim in the Bank receivership); the claims or defenses to the claims asserted in the proof of claim filed by the FDIC-R in the chapter 7 bankruptcy case styled *In re UCBH Holdings, Inc.*, No. 09-33701 (Bankr. N.D. Cal.) (except those portions of such proof of claim that expressly relate to the proceeds of the Policies); or any other claims or defenses to claims that do not arise from or relate to the Policies.

M. Release of the Trustee by the FDIC-R.

Effective simultaneously with the release granted in Section V.L. above, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Trustee, in that capacity, and the Bankruptcy Estate, and their employees, officers, directors, 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 Policies. For the avoidance of any doubt, this release does not include the claims, or the defenses to claims, in *Schoenmann v. FDIC*, Case No. 3:10-cv-03989-CRB in the United States District Court for the Northern District of California (including but not limited to claims arising from the Trustee's claim in the Bank receivership); the claims or defenses to the claims asserted in the proof of claim filed by the FDIC-R in the chapter 7 bankruptcy case styled *In re UCBH Holdings, Inc.*, No. 09-33701 (Bankr. N.D. Cal.) (except those portions of such proof of claim that expressly relate to the proceeds of the Policies); or any other claims or defenses to claims that do not arise from or relate to the Policies.

N. Waiver of California Civil Code Section 1542

The Parties hereby waive any and all provisions, rights, and benefits conferred by California Civil Code Section 1542, which provides that:

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.

Although the releases granted under this Agreement are not general releases, the Parties nonetheless expressly acknowledge that they are waiving the protections of California Civil Code section 1542 and of any comparable statutory or common law provision of any other jurisdiction.

O. Express Reservations From Releases by the 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 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. which are not expressly released in Sections V.A., V.F., or V.M. above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the FDIC 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.

3. Notwithstanding any other provision, this Agreement does not purport to waive or intend to waive any claims which could be brought by the United States through the Department of Justice or through the United States Attorney's Office for the Northern District of California or any other federal judicial district. In addition, the FDIC-R specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et. seq.*, if appropriate.

P. Express Reservation of Rights by FDIC-R.

1. Notwithstanding any other provision, nothing in this Agreement shall release or prejudice the rights of the FDIC-R or Travelers concerning claims under St. Paul



Mercury Insurance Company Financial Institution Bond No. [REDACTED] effective October 1, 2008 to October 1, 2009, that are related to the alleged conduct of James Chan and Simon Pang.

(b)(4)

2. Nothing herein shall be construed to admit the existence of or to establish any claim or cause of action on the part of Travelers or any other bond underwriter by way of subrogation to claims of the FDIC-R that would not exist had this Agreement not been executed.

#### SECTION VI: Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that the Settling Defendants are or were shareholders of the Bank or its Holding Company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the FHLBB, OTS, RTC, FDIC, the FSLIC Resolution Fund, or the United States government in connection with the Bank, its conservatorship, or receivership, they 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 VII: Representations and Acknowledgements

A. No Admission of Liability. The undersigned parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.

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. In the event that this Agreement is not fully executed by all parties hereto, it shall be of no force and effect, and neither the recitals nor any terms of this agreement shall be used by any person for any purpose.

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. Venue Provision. The Parties agree that the Northern District of California shall have jurisdiction over the implementation and enforcement of the Agreement and shall resolve any disputes regarding whether or not the FDIC-R has established that a Settling Defendant intentionally failed to disclose any material interest, legal, equitable, or beneficial, in any asset in his Financial Disclosure Form, as referenced in Section IV above.

F. Mediator Authority. The Insurance Companies and Settling Defendants further agree that mediator Daniel Weinstein and/or his designee shall have binding authority to resolve any disputes regarding Defense Costs, including any (a) disallowed fees and invoice amounts submitted for payment pursuant to the Allocation Agreement, and (b) decisions by the Reviewing Agent regarding any Payment Instruction.

G. Entire Agreement and Amendments. This Agreement and the provisions of the MOU that are not superseded by this Agreement constitute the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. The Allocation Agreement is an agreement between and among the Settling Defendants, acknowledged by the Insurance Companies, which is intended to supplement this Agreement. This Agreement, the MOU, or the Allocation 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).

H. Reasonable Cooperation. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

I. 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 or her counsel.

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

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR UNITED COMMERCIAL BANK

(b)(6)

Date: 7/3/2012

BY: [Redacted]

TITLE: Counsel for Defendants

PRINT NAME: Thomas A. Abel

Date:

THOMAS WU

BY:

TITLE:

PRINT NAME:

Date:

DEVIN ABELL

BY:

TITLE:

G. Entire Agreement and Amendments. This Agreement and the provisions of the MOU that are not superseded by this Agreement constitute the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. The Allocation Agreement is an agreement between and among the Settling Defendants, acknowledged by the Insurance Companies, which is intended to supplement this Agreement. This Agreement, the MOU, or the Allocation 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).

H. Reasonable Cooperation. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

I. 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 or her counsel.

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

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR UNITED COMMERCIAL BANK

Date: BY:  
TITLE:  
PRINT NAME:

Date: THOMAS WU  
BY:  
TITLE:  
PRINT NAME:

[Redacted Signature Box]

(b)(6)

*Thomas Wu*

Date: DEVIN ABELL  
BY:  
TITLE:

G. Entire Agreement and Amendments. This Agreement and the provisions of the MOU that are not superseded by this Agreement constitute the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. The Allocation Agreement is an agreement between and among the Settling Defendants, acknowledged by the Insurance Companies, which is intended to supplement this Agreement. This Agreement, the MOU, or the Allocation 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).

H. Reasonable Cooperation. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

I. 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 or her counsel.

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

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR UNITED COMMERCIAL BANK

Date: BY:  
TITLE:  
PRINT NAME:


Date: THOMAS WU

BY:  
TITLE:  
PRINT NAME:

Date: 7/10/12 DEVIN ABELL

(b)(6)

BY:   
TITLE:

PRINT NAME:  
Date: ANTHONY CHAN  (b)(6)  
BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU  
BY:  
TITLE:  
PRINT NAME:

Date: ELLEN CHIU-YEE  
BY:  
TITLE:  
PRINT NAME:

Date: JOHN CINDEREY  
BY:  
TITLE:  
PRINT NAME:

Date: DANIEL GAUTSCH  
BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM GOLDRICK  
BY:  
TITLE:  
PRINT NAME:

Date: JOSEPH J. JOU  
BY:  
TITLE:  
PRINT NAME:

Date: JOHN M. KERR

PRINT NAME:

Date: ANTHONY CHAN

BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU

BY:  
TITLE:  
PRINT NAME:

 (b)(6)

*Pui Pui Chau*

Date: ELLEN CHIU-YEE

BY:  
TITLE:  
PRINT NAME:

Date: JOHN CINDEREY

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL GAUTSCH

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM GOLDRICK

BY:  
TITLE:  
PRINT NAME:

Date: JOSEPH J. JOU

BY:  
TITLE:  
PRINT NAME:

Date: JOHN M. KERR

Date: ANTHONY CHAN

BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU

BY:  
TITLE:  
PRINT NAME:

Date: *July 11, 2012* ELLEN CHIU-YEE

(b)(6)

BY:   
TITLE:  
PRINT NAME: *Ellen Chiu Yee*

Date: JOHN CINDEREY

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL GAUTSCH

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM GOLDRICK

BY:  
TITLE:  
PRINT NAME:

Date: JOSEPH J. JOU

BY:  
TITLE:  
PRINT NAME:

Date: JOHN M. KERR



PRINT NAME:

Date: ANTHONY CHAN

BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU

BY:  
TITLE:  
PRINT NAME:

Date: ELLEN CHIU-YEE

BY:  
TITLE:  
PRINT NAME:

(b)(6) Date: 6.29.2012

JOHN CINDEREY



BY:  
TITLE:  
PRINT NAME: JOHN CINDEREY

Date: DANIEL GAUTSCH

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM GOLDRICK

BY:  
TITLE:  
PRINT NAME:

Date: JOSEPH J. JOU

BY:  
TITLE:  
PRINT NAME:

Date: JOHN M. KERR

PRINT NAME:

Date: DEVIN ABELL

BY:  
TITLE:  
PRINT NAME:

Date: ANTHONY CHAN

BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU

BY:  
TITLE:  
PRINT NAME:

Date: ELLEN CHIU-YEE

BY:  
TITLE:  
PRINT NAME:

Date: JOHN CINDEREY

BY:  
TITLE:  
PRINT NAME:

Date: *June 29, 2012* DANIEL GAUTSCH

(b)(6)

BY:   
TITLE: *FVP*  
PRINT NAME: *Daniel Gautsch*

Date: WILLIAM GOLDRICK

BY:  
TITLE:  
PRINT NAME:

Date: JOSEPH I. JOU

PRINT NAME:

Date: ANTHONY CHAN

BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU

BY:  
TITLE:  
PRINT NAME:

Date: ELLEN CHIU-YEE

BY:  
TITLE:  
PRINT NAME:

Date: JOHN CINDEREY

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL GAUTSCH

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM GOLDRICK / / /

(b)(6)

BY:   
TITLE:  
PRINT NAME: WILLIAM GOLDRICK

Date: JOSEPH J. JOU

BY:  
TITLE:  
PRINT NAME:

Date: JOHN M. KERR

PRINT NAME

Date: ANTHONY CHAN

BY:  
TITLE:  
PRINT NAME:

Date: PIN-PIN CHAU

BY:  
TITLE:  
PRINT NAME:

Date: ELLEN CHIU-YEE

BY:  
TITLE:  
PRINT NAME:

Date: JOHN CINDERLY

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL GAUTSCH

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM GOLDRICK

BY:  
TITLE:  
PRINT NAME:

(b)(6)

Date: 06/30/12


JOSEPH L. JOU 1/1

[Redacted Signature]

BY:  
TITLE: DIRECTOR  
PRINT NAME: JOSEPH JOU

Date: JOHN M. KERR

(b)(6)

BY:   
TITLE:  
PRINT NAME: JOHN KERR

Date: LI-LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH

BY:  
TITLE:  
PRINT NAME:

(b)(6)

Date: 6/29/2012 LI-LIN KO



BY:  
TITLE: Director  
PRINT NAME: LI-LIN KO

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH

BY:  
TITLE:  
PRINT NAME:

Date: LI-LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JUNE 30,  
2012 JAMES KWOK



(b)(6)

BY:  
TITLE:  
PRINT NAME: JAMES KWOK

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH

BY:  
TITLE:  
PRINT NAME:

Date: LI-LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

(b)(6)

7/2/12

BY:   
TITLE: EXECUTIVE VICE PRESIDENT  
PRINT NAME: WILLIAM LARAIA

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH



BY:  
TITLE:  
PRINT NAME:

Date: LI-LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: 6.29.12 CHRIS LEE

(b)(6)

BY:   
TITLE:  
PRINT NAME: CHRIS LEE

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH

BY:  
TITLE:  
PRINT NAME:

Date: LI LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: 7/6/12 DENNIS LEE

BY:   
TITLE:  
PRINT NAME: Dennis Lee

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH

BY:  
TITLE:  
PRINT NAME:

Date: LI-LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

(b)(6)



BY: -  
TITLE:  
PRINT NAME: *Andy Lin*

Date: TYLER LIVINGSTON

BY:  
TITLE:  
PRINT NAME:

Date: SYLVIA LOH

BY:  
TITLE:  
PRINT NAME:

Date: LI-LIN KO

BY:  
TITLE:  
PRINT NAME:

Date: JAMES KWOK

BY:  
TITLE:  
PRINT NAME:

Date: WILLIAM LARAIA

BY:  
TITLE:  
PRINT NAME:

Date: CHRIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS LEE

BY:  
TITLE:  
PRINT NAME:

Date: ANDY LIN

BY:  
TITLE:  
PRINT NAME:

Date: TYLER LIVINGSTON

(b)(6)

BY:   
TITLE:  
PRINT NAME: Tyler Livingston

Date: SYLVIA LOB

(b)(6)



BY:  
TITLE:  
PRINT NAME: *SEYMOUR COHEN*

Date: DOUGLAS MITCHELL

BY:  
TITLE:  
PRINT NAME:

Date: PAUL MONTUARO

BY:  
TITLE:  
PRINT NAME:

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:

Date: DAVID NG

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: GLORIA ROBERTS

BY:  
TITLE:  
PRINT NAME:

Date: YIXING (SONNY) SUN

BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL

(b)(6)

BY:  
TITLE:  
PRINT NAME:



*Douglas Mitchell*

Date: PAUL MONTELARO

BY:  
TITLE:  
PRINT NAME:

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:

Date: DAVID NG

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: GLORIA ROBERTS

BY:  
TITLE:  
PRINT NAME:

Date: YIXING (SONNY) SUN

BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL

BY:  
TITLE:  
PRINT NAME:

Date: 7-9-2012

PAUL MONTELARO



(b)(6)

BY: ←  
TITLE:  
PRINT NAME: *Paul Montelaro*

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:

Date: DAVID NG

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: GLORIA ROBERTS

BY:  
TITLE:  
PRINT NAME:

Date: YIXING (SONNY) SUN

BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL


BY:  
TITLE:  
PRINT NAME:

Date: PAUL MONTELARO

BY:  
TITLE:  
PRINT NAME:

Date: *July 3, 2012* CRAIG ON

(b)(6)

BY:   
TITLE: *Retiree*  
PRINT NAME: *Craig On*

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:

Date: DAVID NG

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: GLORIA ROBERTS

BY:  
TITLE:  
PRINT NAME:

Date: YIXING (SONNY) SUN



BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL

BY:  
TITLE:  
PRINT NAME:

Date: PAUL MONTELARO

BY:  
TITLE:  
PRINT NAME:

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: 7/6/2012 ROBERT NAGEL

(b)(6)

BY: [Redacted]  
TITLE:  
PRINT NAME: Robert Nagel

Date: DAVID NG

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: GLORIA ROBERTS

BY:  
TITLE:  
PRINT NAME:

Date: YIXING (SONNY) SUN

BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL

BY:  
TITLE:  
PRINT NAME:

Date: PAUL MONTELARO

BY:  
TITLE:  
PRINT NAME:

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:


Date: DAVID NG

BY:  
TITLE:  
PRINT NAME:

Date: 6/30/2012

DANIEL RILEY

(b)(6)

BY:   
TITLE: Board of Directors  
PRINT NAME: Daniel Riley

Date: GLORIA ROBERTS

BY:  
TITLE:  
PRINT NAME:

Date: YIXING (SONNY) SUN

(b)(4)

2012-Jul-12 03:52am From



5257930110

T-245 P.003/004 F-795

BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL

BY:  
TITLE:  
PRINT NAME:

Date: PAUL MONTELARO

BY:  
TITLE:  
PRINT NAME:

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:

Date: DAVID NG

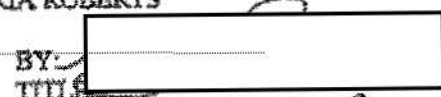
BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: *Jul 12/2012* GLORIA ROBERTS

(b)(6)



BY:  
TITLE:  
PRINT NAME: Gloria ROBERTS

Date: YIXING (SONNY) SUN

BY:  
TITLE:  
PRINT NAME:

Date: DOUGLAS MITCHELL

BY:  
TITLE:  
PRINT NAME:

Date: PAUL MONTELARO

BY:  
TITLE:  
PRINT NAME:

Date: CRAIG ON

BY:  
TITLE:  
PRINT NAME:

Date: ROBERT NAGEL

BY:  
TITLE:  
PRINT NAME:

Date: DAVID NO

BY:  
TITLE:  
PRINT NAME:

Date: DANIEL RILEY

BY:  
TITLE:  
PRINT NAME:

Date: GLORIA ROBERTS

(b)(6)

BY:   
TITLE:  
PRINT NAME:

*YIXING SUN*

Date: *7/03/2012* YIXING (SONNY) SUN

BY:  
TITLE:  
PRINT NAME:

Date: 7/5/2012

EBRAHIM SHABUDIN

(b)(6)

BY:   
TITLE: CEO  
PRINT NAME: EBRAHIM SHABUDIN

Date: RICHARD SWARTZ

BY:  
TITLE:  
PRINT NAME:

Date: BURTON D. THOMPSON

BY:  
TITLE:  
PRINT NAME:

Date: LAUREN TRAN

BY:  
TITLE:  
PRINT NAME:

Date: MICHAEL TUN ZAN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD LI-CHUNG WANG

BY:  
TITLE:  
PRINT NAME:

Date: GODWIN WONG

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS WU


BY:  
TITLE:  
PRINT NAME:

Date: EBRAHIM SHABUDIN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD SWARTZ

(b)(6)

BY:   
TITLE: *Vice President*  
PRINT NAME: *RICHARD SWARTZ*

Date: BURTON D. THOMPSON

BY:  
TITLE:  
PRINT NAME:

Date: LAUREN TRAN

BY:  
TITLE:  
PRINT NAME:

Date: MICHAEL TUN ZAN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD LI-CHUNG WANG

BY:  
TITLE:  
PRINT NAME:

Date: GODWIN WONG

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS WU

Date: 4/30/12

BURTON D. THOMPSON

[REDACTED]

(b)(6)

BY:  
TITLE:  
PRINT NAME:

Date:

LAUREN TRAN

BY:  
TITLE:  
PRINT NAME:

Date:

MICHAEL TUN ZAN

BY:  
TITLE:  
PRINT NAME:

Date:

RICHARD LI-CHUNG WANG

BY:  
TITLE:  
PRINT NAME:

Date:

GODWIN WONG

BY:  
TITLE:  
PRINT NAME:

Date:

DENNIS WU

BY:  
TITLE:  
PRINT NAME:

Date:

TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date:

THOMAS YU

BY:  
TITLE:  
PRINT NAME:

BY:  
TITLE:  
PRINT NAME:

Date: EBRAHIM SHABUDIN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD SWARTZ


BY:  
TITLE:  
PRINT NAME:

Date: BURTON D. THOMPSON

BY:  
TITLE:  
PRINT NAME:

Date: *7/6/2012* LAUREN TRAN

(b)(6)

BY:   
TITLE:  
PRINT NAME: *Lauren Tran*

Date: MICHAEL TUN ZAN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD LI-CHUNG WANG

BY:  
TITLE:  
PRINT NAME:

Date: GODWIN WONG

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS WU



BY:  
TITLE:  
PRINT NAME:

Date: LAUREN TRAN

BY:  
TITLE:  
PRINT NAME:

Date: 7/2/12 MICHAEL TUN ZAN

(b)(6)

BY:   
TITLE:  
PRINT NAME: MICHAEL TUN ZAN

Date: RICHARD LI-CHUNG WANG

BY:  
TITLE:  
PRINT NAME:

Date: GODWIN WONG

BY:  
TITLE:  
PRINT NAME:

Date: EBRAHIM SHABUDIN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD SWARTZ

BY:  
TITLE:  
PRINT NAME:

Date: BURTON D. THOMPSON

BY:  
TITLE:  
PRINT NAME:

Date: LAUREN TRAN

BY:  
TITLE:  
PRINT NAME:

Date: MICHAEL TUN ZAN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD LI-CHUNG WANG

(b)(6) 6/29/2012

BY:  
TITLE:  
PRINT NAME:



RICHARD L WANG

Date: GODWIN WONG

BY:  
TITLE:  
PRINT NAME:

Date: DENNIS WU

BY:  
TITLE:  
PRINT NAME:

Date: EBRAHIM SHABUDIN

BY:  
TITLE:  
PRINT NAME:

Date: RICHARD SWARTZ

BY:  
TITLE:  
PRINT NAME:

Date: BURTON D. THOMPSON

BY:  
TITLE:  
PRINT NAME:

Date: LAUREN TRAN

BY:  
TITLE:  
PRINT NAME:

Date: MICHAEL TUN ZAN


BY:  
TITLE:  
PRINT NAME:

Date: RICHARD LI-CHUNG WANG

BY:  
TITLE:  
PRINT NAME:

Date: *6/30/2012* GODWIN WONG

BY:  
TITLE:  
PRINT NAME: *GODWIN WONG*

 (b)(6)

Date: DENNIS WU

(b)(6)

BY

TITLE:

PRINT NAME: DENNIS WU

Date: TA-LUN WU

BY:

TITLE:

PRINT NAME:

Date: THOMAS YU

BY:

TITLE:

PRINT NAME:

Date: ST. PAUL MERCURY INSURANCE COMPANY

BY:

TITLE:

PRINT NAME:

Date: ARCH INSURANCE COMPANY

BY:

TITLE:

PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY

BY:

TITLE:

PRINT NAME:

Date: FEDERAL INSURANCE COMPANY

BY:

TITLE:

PRINT NAME:

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE

BY:

TITLE:

PRINT NAME:

BY:  
TITLE:  
PRINT NAME:

Date: *July 2, 2012* TA-LUN WU

(b)(6)

BY:   
TITLE:  
PRINT NAME: *TA-Lun Wu*

Date: THOMAS YU

BY:  
TITLE:  
PRINT NAME:

Date: ST. PAUL MERCURY INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: ARCH INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: FEDERAL INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE

BY:  
TITLE:  
PRINT NAME:

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BY:  
TITLE:  
PRINT NAME:

Date: TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date: 7/2/12 THOMAS YU



(b)(6)

BY:  
TITLE:  
PRINT NAME: THOMAS YU

Date: ST. PAUL MERCURY INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: ARCH INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: FEDERAL INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE

BY:  
TITLE:  
PRINT NAME:

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BY:  
TITLE:  
PRINT NAME:

Date: TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date: THOMAS YU

BY:  
TITLE:  
PRINT NAME:

(b)(6) Date: 7/10/2012 ST. PAUL MERCURY INSURANCE COMPANY  
BY:   
TITLE: Managing Director  
PRINT NAME: Timothy C. Krsul

Date: ARCH INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: FEDERAL INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE  
BY:  
TITLE:  
PRINT NAME:

BY:  
TITLE:  
PRINT NAME:

Date: TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date: THOMAS YU

BY:  
TITLE:  
PRINT NAME:

Date: ST. PAUL MERCURY INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: 7/2/12 ARCH INSURANCE COMPANY

(b)(6)

BY:   
TITLE: *Counsel for Arch*  
PRINT NAME: *Kim W. West*

Date: CONTINENTAL CASUALTY COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: FEDERAL INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE  
BY:  
TITLE:  
PRINT NAME:



BY:  
TITLE:  
PRINT NAME:

Date: TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date: THOMAS YU

BY:  
TITLE:  
PRINT NAME:

Date: ST. PAUL MERCURY INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: ARCH INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY

(b)(6) BY:   
TITLE: *Senior Claim Counsel*  
PRINT NAME: *David Phillips*

Date: FEDERAL INSURANCE COMPANY  
BY:  
TITLE:  
PRINT NAME:

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE  
BY:  
TITLE:  
PRINT NAME:

BY:  
TITLE:  
PRINT NAME:

Date: TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date: THOMAS YU

BY:  
TITLE:  
PRINT NAME:

Date: ST. PAUL MERCURY INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: ARCH INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: July 2, 2012 FEDERAL INSURANCE COMPANY

(b)(6)

BY:   
TITLE: AVP, Senior Specialty Claims Examiner  
PRINT NAME: Allison Rose

Date: E. LYNN SCHOENMANN, CHAPTER 7 TRUSTEE

BY:  
TITLE:  
PRINT NAME:

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BY:  
TITLE:  
PRINT NAME:

Date: TA-LUN WU

BY:  
TITLE:  
PRINT NAME:

Date: THOMAS YU

BY:  
TITLE:  
PRINT NAME:

Date: ST. PAUL MERCURY INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: ARCH INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: CONTINENTAL CASUALTY COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: FEDERAL INSURANCE COMPANY

BY:  
TITLE:  
PRINT NAME:

Date: 7/2/12 E. LYNN SCHOENMANN/CHAPTER 7 TRUSTEE

BY:

TITLE: TRUSTEE  
PRINT NAME: E. LYNN SCHOENMANN

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