

SETTLEMENT AGREEMENT AND POLICY RELEASE

This Settlement Agreement and Policy Release (this "Agreement"), dated as of July 30, 2012, by and between Alfred Canner, Ramiro Ortiz, Humberto Lopez, Neil Messinger, Al Bernkrant, Brad Weiss, Hardy Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith (each individually the "Insured" and collectively, the "Insureds"), and the Federal Deposit Insurance Corporation ("FDIC"), as receiver for BankUnited, FSB ("BankUnited"), each on their own behalf and their respective administrators, predecessors, successors, assigns, present or former, shareholders, partners, principals, employees, agents, trustees, attorneys, accountants, parent corporations, subsidiaries, affiliates, divisions, managers, representatives, and partnerships, and St. Paul Mercury Insurance Company, on behalf of itself and its reinsurers, predecessors, successors, assigns, present or former directors, shareholders, partners, principals, officers, employees, agents, trustees, attorneys, accountants, parent corporations, subsidiaries, affiliates, divisions, managers, representatives, and partnerships ("Travelers" or the "Insurer," and, together with the Insureds and the FDIC, the "Parties"), as follows:

WHEREAS, Travelers previously issued Directors and Officers and Company Liability Policy No. to BankUnited Financial Corporation ("BUFC") for the Policy Period of November 10, 2007, through November 10, 2008, and had a one-year tail discovery period purchased by BUFC, which extended coverage to November 10, 2009, with a Limit of Liability of \$10,000,000 (the "Policy"); and,

WHEREAS, subject to its terms, conditions and limitations, the Policy insures Loss, a term defined in the Policy to include "damages, judgments, settlements and Defense Costs" (hereinafter referred to as the "Loss"); and,

WHEREAS, the FDIC has asserted claims (the "FDIC's Claims"), including claims for payment of monetary damages and for non-monetary relief, against the Insureds, subject to supplementation, revisions, and/or deletions of claims known or unknown, relating to their

services, acts and/or omissions as former officers and/or directors of BankUnited, some of which but without limitation are set forth in a letter (the "FDIC Demand Letter") to the Insureds dated November 5, 2009 asserting damages of \$227 million, and which specifically do not include any claims that the FDIC may have against Alfred Camner and/or Camner Lipsitz, P.A. relating to their services, acts and/or omissions as attorneys for BankUnited; and,

WHEREAS, Alfred Camner, Ramiro Ortiz, Humberto Lopez and the FDIC have entered into a certain Settlement and Assignment Agreement, dated the date hereof, pursuant to which they have agreed to settle the FDIC's Claims (the "Settlement Agreement"); and

WHEREAS, the FDIC and Neil Messinger, Al Bernkrant, Brad Weiss, Hardy Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith (collectively, the "Outside Directors") have agreed to execute the Mutual Release of Liability (the "FDIC Release"), which is attached as Exhibit B to the Settlement Agreement; and,

WHEREAS, this Agreement is attached as an exhibit to the Settlement Agreement and is subject to and conditioned on the consummation of the transactions contemplated under the Settlement Agreement; and,

WHEREAS, the Settlement Agreement, together with this Agreement and the FDIC Release, will be presented to the Bankruptcy Court in connection with a motion for relief from the automatic stay to fund the Settlement Agreement in the chapter 11 bankruptcy case pending before the U.S. Bankruptcy Court for the Southern District of Florida, Miami Division (the "Bankruptcy Court"), captioned *In re BankUnited Financial Corporation, et al.*, Case No. 09-19940-LMI (the "Bankruptcy Case"); and,

WHEREAS, the Settlement Agreement, together with this Agreement, is subject to and conditioned on the entry of a final and unappealable order of the Bankruptcy Court approving the release of funds from the Primary Policy to fund the Settlement Agreement (the "Bankruptcy Court Approval Order"); and,

WHEREAS, on September 16, 2008, the Waterford Township General Employees Retirement System initiated an adversary proceeding in the U.S. District Court for the Southern District of Florida, Miami Division (the "District Court"), captioned *In re BankUnited Securities Litigation*, U.S. District Court, Southern District of Florida, Civil Action No. 08-22572-CIV-Cooke/Turnoff (the "Class Action"); and,

WHEREAS, on April 6, 2009, the Louisiana Municipal Police Employee's Retirement System and the Oklahoma Police Pension and Retirement System ("Lead Plaintiffs") were appointed as lead plaintiffs in the Class Action; and,

WHEREAS, the Lead Plaintiffs have also agreed to assign their rights under an excess insurance policy issued by RSUI Indemnity Company ("RSUI"), Policy Number (b)(4) and any claims against RSUI to the FDIC; and,

WHEREAS, this Agreement is subject to and conditioned on the entry of a final and unappealable order of the District Court finally approving the settlement (the "Class Action Settlement") presented to it in connection with the Lead Plaintiffs' September 30, 2011 Motion for Preliminary Approval of Settlement, Certification of a Class for Settlement Purposes, and Approval of Notice to the Class (the "District Court Approval Order" and, together with the Bankruptcy Court Approval Order, the "Approval Orders")); and,

WHEREAS, on November 5, 2009, the Official Committee of Unsecured Creditors of BankUnited Financial Corporation (the "Committee") sent a demand for payment of civil damages (the "Committee Demand Letter"), asserting certain claims (the "Committee's Claims") against the Insureds; and,

WHEREAS, on December 5, 2011, the Committee initiated an adversary proceeding in the U.S. Bankruptcy Court for the Southern District of Florida, Miami Division, captioned *Official Committee of Unsecured Creditors of BankUnited Financial Corporation v. Camner (In*

re BankUnited Financial Corporation), U.S. Bankruptcy Court, Southern District of Florida, Adversary No. 11-03055-LMI (the "Committee Action"); and,

WHEREAS, the Securities & Exchange Commission ("SEC") may in the future initiate an investigation and/or action against the Insureds ("SEC Action"); and,

WHEREAS, the Insureds have demanded coverage under the Policy for reimbursement of Loss in connection with the FDIC's Claims; and,

WHEREAS, the Insureds have demanded coverage under the Policy for reimbursement of Loss in connection with the Class Action; and,

WHEREAS, the Insureds have demanded coverage under the Policy for reimbursement of Loss in connection with the Committee's Claims and the Committee Action; and,

WHEREAS, the Insureds intend to demand coverage under the Policy for reimbursement of Loss in connection with any future SEC Action; and,

WHEREAS, pursuant to this agreement, Travelers has made and will make certain payments for Loss under the Policy (the "Prior Payments") through the dates of the respective entries of each Approval Order (collectively, the "Approval Dates"), as reflected by invoices provided to Travelers no later than ten business days after the later Approval Date (the "Defense Costs Deadline"); and,

WHEREAS, the FDIC, Lead Plaintiffs, Defendants and/or Named Individuals, and Travelers have agreed that Travelers shall make: (i) a \$2,500,000 payment to the FDIC as a partial payment of the FDIC's Claims (the "FDIC Initial Payment") ; (ii) a \$3,500,000 payment to the Lead Plaintiffs (the "Class Action Payment"); and,

WHEREAS, subtracting the Prior Payments, the FDIC Initial Payment, and the Class Action Payment from the Limit of Liability results in a lower remaining Limit of Liability (the "Defense Reserve"); and,

WHEREAS, any portion of the Defense Reserve not expended to pay for the defense of the Insureds in connection with, or, after a proposed settlement is reviewed and approved through an internal process at the FDIC that has no guaranteed outcome, to pay the settlement of, the Committee's Claims, the Committee Action, or a future SEC Action by July 1, 2014 will be distributed exclusively to the FDIC in further payment of the FDIC's Claims; and,

WHEREAS, the FDIC shall retain the right to approve and consent to any amount of the Defense Reserve to be utilized for any purpose, including specifically the right to review and approve any proposed settlement through an internal process at the FDIC that has no guaranteed outcome, before disbursement of such funds for settlement purposes, and the Parties agree that Insurer will have no further obligation or responsibility with respect to disbursement of the Defense Reserve, and that any portion of the Defense Reserve not expended to pay for the defense of the Insureds in connection with the Committee's Claims, the Committee Action, or a future SEC Action (the "Excess Reserve") will be distributed exclusively to the FDIC; and

WHEREAS, the Insureds are represented in connection with the FDIC's Claims, the Class Action, and the Committee's Claims and Committee Action by various counsel (the "Defense Counsel"); and,

WHEREAS, the Insureds will be represented by the Defense Counsel in connection with any future SEC Action; and,

WHEREAS, in light of the several demands for policy proceeds, the Insureds and Travelers have now reached an agreement in order to forever resolve any differences with regard to those questions that exist, existed or may exist in the future as to the applicability of the Policy to Loss incurred or to be incurred in connection with the FDIC's Claims; and,

NOW, THEREFORE, in consideration of Travelers paying a total of \$10 million under the Policy in the following four amounts: (1) to the FDIC as the FDIC Initial Payment, \$2,500,000; (2) to the Lead Plaintiffs as the Class Action Payment, \$3,500,000; (3) to Defense

Counsel, the Prior Payments; and (4) to an interest bearing account to be jointly administered by the law firms of Coffey Burlington and Fowler White Burnett, the Defense Reserve (collectively, the "Settlement Amount"), the \$10 million amount which represents the Policy's full Limit of Liability, and which is the full and total sum to be paid by Travelers to the Insureds pursuant to the Policy as set forth in this Agreement, and this Agreement being executed by the Insureds in full settlement of any and all rights and entitlements that the Insureds may have or claim under the Policy in connection with the FDIC's Claims, the Class Action, the Committee's Claims, the Committee Action, or a future SEC Action, the Parties agree the following shall occur:

1. On or before twenty (20) business days after the Defense Costs Deadline, or Travelers' receipt of appropriate payment/wiring instructions (whichever comes later), Travelers shall complete payment of the Prior Payments to Defense Counsel and Travelers shall pay the Defense Reserve into an interest bearing account jointly administered by the law firms of Coffey Burlington and Fowler White Burnett. On or before twenty (20) business days after the Approval Orders become final and unappealable, Travelers shall pay (1) \$2,500,000 to the FDIC as a FDIC Initial Payment; and (2) \$3,500,000 to the Lead Plaintiffs as the Class Action Payment.

2. For and in consideration of monies paid on behalf of the Insureds to the FDIC, and conditioned upon the payment of the Settlement Amount, the Insureds and the FDIC hereby release and forever discharge Travelers from all manner of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that Insureds and/or the FDIC may now have or may have in the future against Insurer relating to the Policy, the FDIC's Claims, the Committee's Claims, the Committee Action, the Class Action, or a future SEC Action.

3. Travelers hereby releases and forever discharges the Insureds and the FDIC from all manner of action(s), causes of action, suits, claims for sums of money, damages, judgments,

and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that Insurer may now have or may have in the future against any of the Insureds relating to the Policy, the FDIC's Claims, the Committee's Claims, the Committee Action, the Class Action, or a future SEC Action.

4. In the event that the release of funds from the Primary Policy to fund the Settlement Agreement is not approved by the Bankruptcy Court in the Bankruptcy Case, or if the Class Action Settlement is not approved by the District Court in the Class Action, any release of Travelers, the Insureds, or the FDIC herein shall be null and void and the Defense Reserve shall be returned to Travelers subject to offset for any reasonable and necessary defense payments made to Defense Counsel through the Defense Reserve.

5. Payment of the consideration for this Agreement is without prejudice to the Insureds, the FDIC or Travelers, and shall not be construed as precedent, or have value as precedent, and shall not be used in any proceeding or hearing to create, prove, or interpret the obligations under, or terms and conditions of, any other agreement or any alleged insurance policy.

6. Insureds and the FDIC represent, warrant and covenant that after full payment by Insurer of the Settlement Amount, Travelers will have no further obligation whatsoever to them under the Policy.

7. Insureds understand, acknowledge, and agree that with Travelers' payment of its full \$10 million Limit of Liability as set forth in this Agreement, the Insureds may incur Defense Costs and/or attorney's fees, costs, or expenses that will not be reimbursed by Insurer and fall within the scope of the release granted to Travelers in this Agreement.

8. Insureds and the FDIC understand, acknowledge, and agree to abide by Travelers' determinations with respect to all payments of Defense Costs to the Defense Counsel, including but not limited to any such determinations made prior to execution of this Agreement, and agree

that they will not seek recovery of any such sums from Travelers, the Insureds or Defense Counsel and that any dispute relating to such payments will not involve Insurer. Insureds and the FDIC agree that any such dispute is to be resolved between and among the Insureds and the FDIC. The FDIC understands, acknowledges, and agrees that it shall not seek recovery from Travelers, the Insureds or Defense Counsel of any Defense Costs already paid or to be paid to Defense Counsel by Travelers.

9. Insureds and the FDIC understand, acknowledge, and agree that the Policy Limit of Liability will be completely eroded by the Settlement Amount upon Travelers' payment of the Settlement Amount.

10. Insureds, the FDIC, and Travelers acknowledge, represent, and warrant that they have not assigned, sold, transferred or otherwise disposed of any of the rights, causes of action, claims or other matters described herein. If an Insured breaches said representation and warranty he shall defend, indemnify and hold harmless Insurer from any and all claims prosecuted based upon any assignment or transfer and any attempted assignment or transfer. If Insurer breaches said representation and warranty, it shall defend, indemnify and hold harmless Insureds from any and all claims prosecuted based upon any assignment or transfer and any attempted assignment or transfer.

11. The Parties understand, acknowledge, and agree that this Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement. Should Travelers institute any action and proceeding to enforce any provision of this Agreement against any other Party, or for damages by reason of any alleged breach by any Party of any provision of this Agreement, or for a declaration of Travelers's rights or obligations hereunder, or for any other judicial remedy, if Travelers prevails, it shall be entitled to be reimbursed by the Party who breached this Agreement for all reasonable and necessary costs and expenses incurred thereby, including, but

not limited to, attorneys' fees for the services rendered to Travelers in any such action or proceeding. Should an Insured or any of their attorneys institute any action and proceeding to enforce any provision of this Agreement against any other Party, or for damages by reason of any alleged breach by any Party of any provision of this Agreement, or for a declaration of an Insured's rights or obligations hereunder, or for any other judicial remedy, if the Insured prevails, he shall be entitled to be reimbursed by the Party who breached this Agreement for all reasonable and necessary costs and expenses incurred thereby, including, but not limited to, attorneys' fees for the services rendered to Insureds in any such action or proceeding. Should the FDIC institute any action and proceeding to enforce any provision of this Agreement against any other Party, or for damages by reason of any alleged breach by any Party of any provision of this Agreement, or for a declaration of the FDIC's rights or obligations hereunder, or for any other judicial remedy against any other Party, if the FDIC prevails, it shall be entitled to be reimbursed by Travelers for all reasonable and necessary costs and expenses incurred thereby, including, but not limited to, attorneys' fees for the services rendered to Insureds in any such action or proceeding.

12. The Parties understand, acknowledge, and agree that this Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever, except by agreement in writing signed by the Parties hereto.

13. The Parties understand, acknowledge, and agree that this Agreement shall, as provided above, be effective as a full and final agreement. The Parties understand, acknowledge, and agree that if they hereafter discover facts different from or in addition to the facts they now know or believe to be true with respect to the subject matter of this Agreement, it is nevertheless their intent that this Agreement constitutes a full and final agreement.

14. This Agreement, together with the Settlement Agreement and the FDIC Release, constitutes the entire agreement and understanding of the Parties with respect to the subject

matter of this Agreement and supersedes any prior and contemporaneous, oral or written agreement, negotiations and discussions with respect to the subject matter of this Agreement.

15. The Parties understand, represent, and warrant that they enter into this Agreement upon the legal advice of their attorneys, that said attorneys have explained the terms of the Agreement, and that they fully understand and voluntarily accept the terms of this Agreement.

16. Each person executing this Agreement on behalf of any Party hereby warrants that he or she has the authority to sign on behalf of said Party. Each Party agrees to execute all documents and to do all things necessary to effectuate the terms of this Agreement.

17. The Parties agree that the provisions of this Agreement shall be deemed to have been simultaneously drafted by all Parties and no laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to the interpretation or enforcement of this Agreement.

18. This Agreement may be executed in counterparts with the same effect as if the signatures were upon the same instrument. Each counterpart will be deemed an original, which taken together shall constitute a single instrument.

19. All notices required or permitted under or pertaining to this Agreement shall be in writing and delivered by any method providing proof of delivery. Notices shall be delivered to the Parties at the following addresses until a different address has been designated by notice to other parties:

Thomas J. Judge
Thompson, Loss & Judge, LLP
Two Lafayette Centre
1133 21st Street, NW, Suite 450
Washington, DC 20036
Tel: (202) 778-4065
Fax: (202) 778-4099
as counsel for St. Paul Mercury/Travelers Insurance Company

Kendall Coffey
Coffey Burlington
Office in the Grove, PH
2699 S. Bayshore Drive
Miami, Florida 33133
Tel: (305) 858-2900
Fax: (305) 858-5261
as counsel for Alfred Camner

Dennis A. Nowak
Fowler White Burnett, P.A.
Espirito Santo Plaza, Fourteenth Floor
1395 Brickell Avenue
Miami, Florida 33131
Tel: (305) 789-9200
Fax: (305) 789-9201
as counsel for Humberto Lopez

C. Thomas Tew
Tew Cardenas LLP
Four Seasons Tower
1441 Brickell Avenue, 15th Floor
Miami, Florida 33131
Tel: (305) 536-1112
Fax: (305) 536-1116
as counsel for Ramiro Ortiz

Michael Nachwalter
Kenny Nachwalter
1100 Miami Center
201 S. Biscayne Boulevard
Miami, Florida 33131
Tel: (305) 373-1000

Fax: (305) 372-1861
 as counsel for Neil Messinger, Al Bernkrant, Brad Weiss, Hardy
 Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith

Dennis S. Klein
 Hughes Hubbard & Reed LLP
 201 S. Biscayne Boulevard
 Miami, Florida 33131
 Tel: (305) 379-5574
 Fax: (305) 371-8759
 as counsel for the Federal Deposit Insurance Corporation

22. This Agreement shall become effective on the date the last signatory executes this document and all of the counterparts are exchanged.

THE PARTIES HEREBY CERTIFY THAT THEY HAVE READ THIS ENTIRE AGREEMENT AND HAVE HAD THE TERMS HEREIN AND THE CONSEQUENCES THEREOF EXPLAINED BY THEIR ATTORNEYS, AND THAT THEY FULLY UNDERSTAND ALL THE TERMS AND CONSEQUENCES OF THIS AGREEMENT.

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: July 3, 2012	ST. PAUL MERCURY INSURANCE COMPANY By:
DATED: July __, 2012	Alfred Camner
DATED: July __, 2012	Ramiro Ortiz
DATED: July __, 2012	Humberto Lopez

(b)(6)



Fax: (305) 372-1861
as counsel for Neil Messinger, Al Bernkrant, Brad Weiss, Hardy
Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith

Dennis S. Klein
Hughes Hubbard & Reed LLP
201 S. Biscayne Boulevard
Miami, Florida 33131
Tel: (305) 379-5574
Fax: (305) 371-8759
as counsel for the Federal Deposit Insurance Corporation

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DATED: July __, 2012	ST. PAUL MERCURY INSURANCE COMPANY By:
DATED: July __, 2012	 Alfred Canner
DATED: July __, 2012	 Ramiro Ortiz
DATED: July __, 2012	 Humberto Lopez

(b)(6)

Fax: (305) 372-1861
as counsel for Neil Messinger, Al Bernkrant, Brad Weiss, Hardy
Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith

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DATED: July __, 2012	ST. PAUL MERCURY INSURANCE COMPANY By:
DATED: July __, 2012	_____
DATED: July <u>21</u> , 2012	Alfred Carrner _____
DATED: July __, 2012	<div style="border: 1px solid black; width: 150px; height: 40px; display: inline-block;"></div> _____ Ramiro Ortiz
DATED: July __, 2012	_____
	Humberto Lopez

(b)(6)

Fax: (305) 372-1861
as counsel for Neil Messinger, Al Bernkrant, Brad Weiss, Hardy
Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith

Dennis S. Klein
Hughes Hubbard & Reed LLP
201 S. Biscayne Boulevard
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The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: July ____, 2012	ST. PAUL MERCURY/TRAVELERS INSURANCE COMPANY By:
DATED: July ____, 2012	_____ Alfred Camner
DATED: July ____, 2012	_____ Ramiro Ortiz
DATED: July <u>7th</u> , 2012	<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> _____ Humberto Lopez

(b)(6)


DATED: July 24 2012	<div style="border: 1px solid black; width: 150px; height: 30px; margin: 0 auto;"></div> Neil Messinger
DATED: July __, 2012	Al Berkman
DATED: July __, 2012	Brad Weiss
DATED: July __, 2012	Hardy Katz
DATED: July __, 2012	Tod Aronovitz
DATED: July __, 2012	Marc Jacobson
DATED: July __, 2012	Sharon Brown
DATED: July __, 2012	Al Smith
DATED: July __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: Steven E. Smith, Counsel


(b)(6)

DATED: July __, 2012	
	Ramiro Ortiz
DATED: July __, 2012	
	Humberto Lopez
DATED: July __, 2012	
	Neil Messinger
DATED: July __, 2012	
DATED: July 25, 2012	
	Brad Weiss
DATED: July __, 2012	
	Hardy Katz
DATED: July __, 2012	
	Tod Aronovitz
DATED: July __, 2012	
	Marc Jacobson
DATED: July __, 2012	
	Sharon Brown
DATED: July __, 2012	
	Al Smith

(b)(6)

DATED: July __, 2012	<hr/> Neil Messinger
DATED: July __, 2012	<hr/> Al Bernkrant
DATED: July __, 2012	<hr/> Brad Weiss
(b)(6) DATED: July 18, 2012	<div style="border: 1px solid black; width: 200px; height: 40px; margin-bottom: 5px;"></div> <hr/> Hardy Katz
DATED: July __, 2012	<hr/> Tod Aronovitz
DATED: July __, 2012	<hr/> Marc Jacobson
DATED: July __, 2012	<hr/> Sharon Brown
DATED: July __, 2012	<hr/> Al Smith
DATED: July __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel

DATED: July __, 2012	Neil Messinger
DATED: July __, 2012	Al Bernkrant
DATED: July __, 2012	Brad Weiss
DATED: July __, 2012	Hardy Katz
(b)(6)	 Tod Aronovitz
DATED: July __, 2012	Marc Jacobson
DATED: July __, 2012	Sharon Brown
DATED: July __, 2012	Al Smith
DATED: July __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel

DATED: July __, 2012	Neil Messinger
DATED: July __, 2012	Al Bernkrant
DATED: July __, 2012	Brad Weiss
DATED: July __, 2012	Hardy Katz
DATED: July __, 2012	Tod Aronovitz
(b)(6)	 Marc Jacobs
DATED: July __, 2012	Sharon Brown
DATED: July __, 2012	Al Smith
DATED: July __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: Steven E. Smith, Counsel

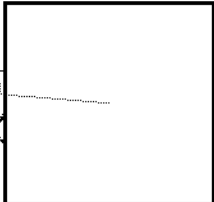
DATED: July __, 2012	
	Neil Messinger
DATED: July __, 2012	
	Al Bernkrant
DATED: July __, 2012	
	Brad Weiss
DATED: July __, 2012	
	Hardy Katz
DATED: July __, 2012	
	Tod Aronovitz
DATED: July __, 2012	
	Marc Jacobson
DATED: July 20 , 2012	<div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 5px;"></div> Sharon Brown
DATED: July __, 2012	
	Al Smith
DATED: July __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel

(b)(6)



DATED: July __, 2012	 <hr/> Al Bernkrant
DATED: July __, 2012	 <hr/> Brad Weiss
DATED: July __, 2012	 <hr/> Hardy Katz
DATED: July __, 2012	 <hr/> Tod Aronovitz
DATED: July __, 2012	 <hr/> Marc Jacobson
DATED: July __, 2012	 <hr/> Sharon Brown
DATED: July __, 2012	<div data-bbox="808 1119 1227 1213" style="border: 1px solid black; width: 258px; height: 45px; margin-bottom: 5px;"></div> <hr/> Al Smith
DATED: July __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: <hr/> Steven E. Smith, Counsel

(b)(6)

DATED: July __, 2012	Neil Messinger
DATED: July __, 2012	Al Bernkrant
DATED: July __, 2012	Brad Weiss
DATED: July __, 2012	Hardy Katz
DATED: July __, 2012	Tod Aronovitz
DATED: July __, 2012	Marc Jacobson
DATED: July __, 2012	Sharon Brown
DATED: July __, 2012	
DATED: July 20, 2012	POSIT INSURANCE Steven E. Smith, Counsel

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