

## SETTLEMENT AND RELEASE AGREEMENT

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

The Plaintiff Federal Deposit Insurance Corporation as Receiver for Silverton Bank, N.A. ("FDIC-R"), and Tom A. Bryan, Brook Fredette, Paul T. Bennett, Michael Carlton, W. Roger Crook, J. Michael Ellenburg, Brian R. Foster, Robert I. Gullledge, Charles F. Harper, R. Rick Hart, Christopher B. Maddox, J. Edward Norris, Stephen L. Price, Bobby Shepard, Hunter Simmons, and Tony W. Wolfe, (collectively, "Settling Defendants"), Ronald Swanner ("Swanner"), and Federal Insurance Company ("Federal"), and Westchester Fire Insurance Company ("Westchester"), (collectively, "Insurer Defendants") (individually, the FDIC-R, the Settling Defendants, Swanner and the Insurer Defendants may be referred to herein as "Party" and collectively as the "Parties").

### RECITALS

WHEREAS:

Prior to May 1, 2009, Silverton Bank, N.A. ("Bank") was a depository institution organized and existing under the laws of the United States.

On May 1, 2009, the Office of the Comptroller of the Currency closed the Bank and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. 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.

Among the assets to which the FDIC-R succeeded were all of the Bank's claims, demands, and causes of action against the Bank's former directors, officers, and employees arising from the performance, nonperformance, and manner of performance of their respective functions, duties, and acts as directors, officers, and employees of the Bank.

Federal issued a primary director and officer liability policy numbered [redacted] for the (b)(4) period March 9, 2009 until March 9, 2010 (the "Federal Policy") and Westchester issued an excess director and officer liability policy numbered [redacted] for the period March 9, (b)(4) 2009 until March 9, 2010 (the "Westchester Policy" and collectively with the Federal Policy, the "Policies"), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policies. The Settling Defendants asserted claims for coverage under the Policies.

On March 1, 2010 and April 14, 2011, the FDIC sent letters to the Settling Defendants, Swanner, Federal, and Westchester demanding payment for alleged wrongful acts by former officers and directors of Silverton in connection with their actions or inactions in connection with Silverton (the "D&O Demand").

On August 22, 2011, the FDIC-R filed a complaint for money damages against the Settling Defendants, each of whom served at various times as a director and/or officer of the Bank ("D&O Action") and a declaratory judgment action against Federal and Westchester seeking a declaration of its rights and obligations under the Policies with regard to the claims asserted by the FDIC-R in the D&O Action ("Coverage Action"). Federal and Westchester asserted cross-claims and counter-claims in the Coverage Action seeking a declaration of their rights and obligations under the Policies. The Settling Defendants asserted crossclaims in the Coverage Action seeking a declaration of their rights under the Policies. Collectively, the D&O Action and the Coverage Action shall be referred to as the "Action." The Action is now pending in the United States District Court for the Northern District of Georgia: *FDIC as Receiver for Silverton Bank, N.A. v. Bryan, et al.*, Case No. 1:11-cv-02790-TWT (N.D. Ga.). The Settling Defendants deny any and all claims of wrongdoing and all liability in the D&O Action. The Insurer Defendants deny all liability in the Coverage Action.

During the pendency of the Action, Settling Defendants Tom A. Bryan and Stephen L. Price filed for bankruptcy protection. The FDIC-R continued its pursuit of its claims against Mr. Bryan and Mr. Price solely for the purpose of attempting to liquidate the claims for the purpose of seeking recovery from the Insurer Defendants. The FDIC-R did not seek to hold Mr. Bryan and Mr. Price personally liable. Mr. Bryan and Mr. Price are included in the parties released herein.

During the pendency of the Action, the FDIC settled its claims against Brian Beuche ("Bueche") and obtained an assignment from Beuche of all of his rights against Federal and Westchester.

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

#### **SECTION I: Payment to FDIC-R**

A. As an essential covenant and condition to this Agreement, on or before sixty (60) days following the date on which the FDIC-R executes this Agreement, the Insurer Defendants, on behalf of the Settling Defendants, shall pay to the FDIC-R the remaining combined single limit of liability of the Federal Policy plus the remaining limit of liability of the Westchester Policy, which through, and including, May 23, 2016, was \$9,183,054.36, subject to the reduction of certain payments as set forth below (the "Settlement Payment"):

1. Mediation fees of \$6,092.20 shall be paid from the Policies;
2. The payment of reasonable defense fees and costs incurred by Alston & Bird LLP and Jones Day after May 23, 2016 which payment shall not exceed \$54,000.00 in the

aggregate for both law firms. Upon receipt of the invoices, the Insurer Defendants shall provide notice to the FDIC-R setting forth the amount of the invoices. In the event that the invoices or any unpaid amounts for defense fees and costs for any insured under the Policies collectively exceed \$54,000.00, the Insurer Defendants shall not be obligated to pay any amount that exceeds \$54,000.00.

3. The payment of reasonable defense fees and costs incurred by Bueche in connection with representation by Womble Carlyle Sandridge & Rice, LLP provided that invoices are submitted for payment to the Insurer Defendants within thirty (30) days of the FDIC-R executing this Agreement and provided that such invoices do not exceed \$70,000.00 in the aggregate. Upon receipt of the invoices, if any, the Insurer Defendants shall provide notice to the FDIC-R setting forth the amount of the invoices. If any such invoices are not submitted for payment to the Insurer Defendants within thirty (30) days of the FDIC-R executing this Agreement, then there shall be no reduction in the amount paid to the FDIC-R from the Policies. In the event that the reasonable defense fees and costs incurred by Bueche in connection with representation by Womble Carlyle Sandridge & Rice, LLP exceed \$70,000.00, then the FDIC-R has the option to terminate this Agreement within five (5) business days following receipt of notice of the amount from the Insurer Defendants.

B. The Settlement Payment to the FDIC-R shall be made by checks payable to the FDIC-R. The FDIC-R shall provide all necessary payment instructions no later than five (5) days after full execution of this Agreement by all Parties.

C. Subject to and without waiving the requirements set forth in Section I.A above, if the FDIC-R does not receive the Settlement Payment on or before the date determined by Section I.A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment to:

1. Extend the period of time for the Settlement Payment; or
2. Enforce this Agreement, in which event the Settling Defendants and the Insurer Defendants agree to jurisdiction in the United States District Court for the Northern District of Georgia; or
3. Terminate the Agreement, move to vacate any dismissal order, to which the Settling Defendants and the Insurer Defendants agree to consent, and re-institute an action on the FDIC-R's claims. The Settling Defendants and the Insurer Defendants further agree to waive any defense based on any statute of limitations that would bar any of the FDIC-R's claims and waive all objections, defenses, claims or counterclaims, and covenant and agree not to assert any objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or
4. Seek any other relief available to it in law or equity.

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

#### **SECTION II: Stipulation and Dismissal**

Within ten (10) business days after receipt of the Settlement Payment by the FDIC-R, the Parties shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties hereto with each Party to bear his or its own attorneys' fees and costs, in the form attached hereto as Exhibit A, in the Action.

#### **SECTION III: Releases**

##### **A. The FDIC-R's Releases.**

1. Upon receipt of the Settlement Payment in full as provided in Section I,

and except as provided in Section III.D, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Defendants, Swanner and their respective heirs, executors, trustees, administrators, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to the performance, nonperformance, or manner of performance of the Settling Defendants' or Swanner's respective functions, duties, and actions as officers and/or directors of the Bank, including without limitation the causes of action alleged in the D&O Action and the D&O Demand.

2. Upon receipt of the Settlement Payment in full as provided in Section I, and except as provided in Section III.D, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Insurer Defendants, all of their parents, subsidiaries, affiliates and reinsurers, and their respective 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, that arise from or relate to the Policies, the D&O Action, the D&O Demand, and the Coverage Action. As part of this release of the Insurer Defendants, the FDIC-R agrees that any interest it may have with respect to the Policies is extinguished, including its interests as assignee of Beuche.

3. Upon receipt of the Settlement Payment in full as provided in Section I, and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges all other former directors, officers, and employees of the Bank (collectively, the "Covered Persons") and their respective heirs, executors, trustees, administrators, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or

manner of performance of the Covered Persons' respective functions, duties and actions as directors, officers and/or employees of the Bank, including without limitation the causes of action alleged in the D&O Action and the D&O Demand. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

B. The Settling Defendants' Release.

Effective simultaneously with the release granted in Section III.A above, the Settling Defendants and Swanner, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties, and actions as officers and/or directors of the Bank, including without limitation the causes of action alleged in the D&O Action.

C. The Insurer Defendants Release.

Effective simultaneously with the release granted in Section III.A above, the Insurer Defendants, for themselves and their respective successors and assigns, and on behalf of each 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, 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 Policies and the Coverage Action.

D. Exceptions from Releases by FDIC-R.

1. Notwithstanding any other provision of this Agreement, the FDIC-R does

not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action:

a. Against the Settling Defendants or Swanner, 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 such claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

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

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

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, or any other department or agency of the United States as defined by 18 U.S.C. § 6. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. §§ 3322 and 3663 et seq., if appropriate.



#### **SECTION IV: Waiver of Dividends and Proceeds from Litigation**

To the extent, if any, that the Settling Defendants or Swanner 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 Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in connection with the Bank, its conservatorship, or receivership, the Settling Defendants and Swanner hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, other distributions, and proceeds.

#### **SECTION V: Representations and Acknowledgements**

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties 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, trustees, administrators, representatives, successors, and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his, her, or its counsel.

C. The Parties further acknowledge that, immediately upon the Insurer Defendants' payment to the FDIC-R of the Settlement Payment, the Policies' limits of liability will be exhausted and the Insurer Defendants will have no further obligations whatsoever related to the Policies, including without limitation, any obligation for any attorneys' fees or costs incurred on behalf of the Settling Defendants and Swanner.

#### SECTION VI: Reasonable Cooperation

The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry of any documents necessary to conclude the D&O Action, the Coverage Action, and to otherwise perform the terms of this Agreement.

#### SECTION VII: Other Matters

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Parties subscribed thereto upon the execution by all Parties to this Agreement.

C. 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.

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

If to the FDIC-R:

Gregory K. Conway  
Counsel, Federal Deposit Insurance Corporation  
3501 Fairfax Drive, VS-B-7046  
Arlington, Virginia 22226

(b)(6) [Redacted]

and

John G. Turner, III  
Mullin Hoard & Brown LLP  
500 South Taylor, Suite 800  
Amarillo, Texas 79101

(b)(6) [Redacted]

If to the Settling Defendants and/or Swanner:

Mary C. Gill  
Elizabeth Gingold Clark  
Alston & Bird LLP  
1201 West Peachtree  
Atlanta, GA 30309

(b)(6) [Redacted]

And

Joseph Finley  
Jones Day  
1420 Peachtree Street, N.E., Ste 800  
Atlanta, GA 30309-3053

(b)(6) [Redacted]

If to Bryan:

(b)(6) [Redacted]

If to the Insurer Defendants:

Mary Borja  
Wiley Rein LLP  
1776 K. Street, N.W.  
Washington, D.C. 20006

(b)(6) [Redacted]

Angelo G. Savino  
Cozen O'Connor  
45 Broadway, 16<sup>th</sup> Fl.  
New York, New York 10006

(b)(6)

Kenneth Milbauer  
Chubb Insurance Company  
10 Exchange Place, 9<sup>th</sup> Fl.  
Jersey City, New Jersey 07302

(b)(6)

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s) or other representative(s).

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

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

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 SILVERTON BANK, N.A.

(b)(6)

Date: 6/24/16

BY:

TITLE: Counsel

PRINT NAME: Gregory K. Conway

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

TOM A. BRYAN

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

BROCK FREDETTE

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

PAUL T. BENNETT

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

MICHAEL CARLTON

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

W. ROGER CROOK

FEDERAL DEPOSIT INSURANCE CORPORATION AS  
RECEIVER FOR SILVERTON BANK, N.A.

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

BY: \_\_\_\_\_

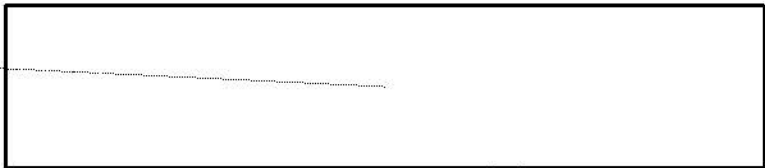
TITLE: Counsel

PRINT NAME: Gregory K. Conway

Date: 6-27-2016

TOM A. BRYAN

(b)(6)



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

BROCK FREDETTE

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

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MICHAEL CARLTON

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

W. ROGER CROOK

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BY:



TITLE: Counsel

PRINT NAME: Gregory K. Conway

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

TOM A. BRYAN

Date: 6-24-16

BROCK FREDETTE

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TOM A. BRYAN

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BROCK FREDETTE

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Date: 6-22-16

PAUL T. BENNETT

(b)(6)



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

MICHAEL CARLTON

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W. ROGER CROOK

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J. MICHAEL ELLENBURG

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BRIAN R. FOSTER

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PAUL T. BENNETT

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Date: 6/24/16

MICHAEL CARLTON

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BRIAN R. FOSTER

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FEDERAL DEPOSIT INSURANCE CORPORATION AS  
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TITLE: Counsel

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W. ROGER CROOK

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Date: 6-22-2016

J. MICHAEL ELLENBURG

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BRIAN R. FOSTER

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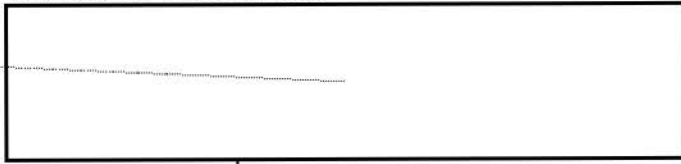
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Date: 6/23/16

ROBERT I. GULLEDGE

(b)(6)



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

CHARLES F. HARPER

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

R. RICK HART

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CHRISTOPHER B. MADDOX

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

J. EDWARD NORRIS

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STEPHEN L. PRICE

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

ROBERT I. GULLEDGE

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CHARLES F. HARPER



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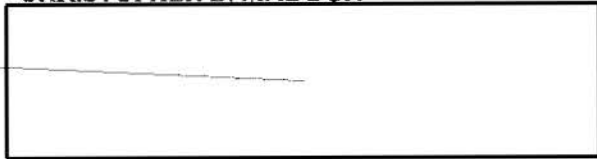
R. RICK HART

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Date: 6-23-16

CHRISTOPHER B. MADDOX

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J. EDWARD NORRIS

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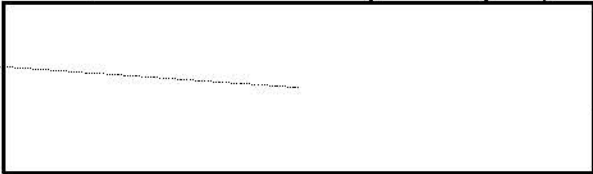
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STEPHEN L. PRICE

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J. EDWARD NORRIS

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Date: 6/22/16

STEPHEN L. BRICE



(b)(6)

Date: 6-23-16

BOBBY SHEPARD

(b)(6)



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

HUNTER SIMMONS

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

TONY W. WOLFE

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

RONALD SWANNER

FEDERAL INSURANCE COMPANY

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

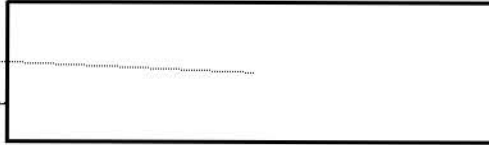
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FEDERAL INSURANCE COMPANY

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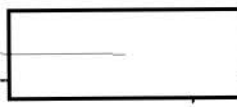
HUNTER SIMMONS

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Date: 6-23-2016

TONY W. WOLFE

(b)(6)



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RONALD SWANNER

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FEDERAL INSURANCE COMPANY

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TONY W. WOLFE

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Date: 6-22-2016

RONALD SWANNER



(b)(6)

FEDERAL INSURANCE COMPANY

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BY: \_\_\_\_\_

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PRINT NAME: \_\_\_\_\_

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STEPHEN L. PRICE

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BOBBY SHEPARD

\_\_\_\_\_

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

HUNTER SIMMONS

\_\_\_\_\_

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

TONY W. WOLFE

\_\_\_\_\_

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

RONALD SWANNER

FEDERAL INSURANCE COMPANY

(b)(6)

Date: 6/28/14

BY:

TITLE: VP- CHUBB NORTH AMERICAN CLAIMS

PRINT NAME: KENNETH D. MILBAUER

WESTCHESTER FIRE INSURANCE COMPANY

(b)(6)

Date: 6/28/16

BY:



TITLE: VP- CHIEF NATH AMERICAN CLAIMS

PRINT NAME: LENNETH J. MILBAUER



# **Exhibit**

**A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER OF  
SILVERTON BANK, N.A.,

Plaintiff,

v.

TOM A. BRYAN, *et al.*,

Defendants.

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CIVIL ACTION NO.  
1:11-cv-02790-TWT

STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff and Counter-Defendant, the Federal Deposit Insurance Corporation as Receiver for Silverton Bank, N.A., and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), hereby files this Stipulation of Dismissal With Prejudice as to all claims asserted by it.

COMES NOW Defendants, Cross-Plaintiffs and Cross-Defendants, Tom A. Bryan, Brock Fredette, Paul T. Bennett, Michael Carlton, W. Roger Crook, J. Michael Ellenburg, Brian R. Foster, Robert I. Gullledge, Charles F. Harper, R. Rick Hart, Christopher B. Maddox, J. Edward Norris, Stephen L. Price, Bobby Shepard, Hunter Simmons, and Tony W. Wolfe and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), hereby files this Stipulation of Dismissal With Prejudice as to all claims asserted by them.

COMES NOW Defendant, Counter-Plaintiff, Cross-Plaintiff and Cross-Defendant, Federal Insurance Company and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), hereby files this Stipulation of Dismissal With Prejudice as to all claims asserted by it.

COMES NOW Defendant, Counter-Plaintiff, Cross-Plaintiff and Cross-Defendant, Westchester Fire Insurance Company and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), hereby files this Stipulation of Dismissal With Prejudice as to all claims asserted by it.

This Stipulation of Dismissal With Prejudice disposes of all of the claims and causes of action asserted in this case by any party. Further, this Stipulation of Dismissal With Prejudice is signed by all parties who have appeared in this action. Each party shall bear its own costs and attorneys' fees.

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2016.

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**LOCAL RULE 7.1D CERTIFICATION**

By signature below, counsel certifies that the foregoing document was prepared in Times New Roman, 14-point font in compliance with Local Rule 5.1B.

---

John G. Turner, III  
MULLIN HOARD & BROWN, L.L.P.

CERTIFICATE OF SERVICE

I certify that this day, I electronically filed the foregoing with the clerk's office CM/ECF system, which will send email notification to the following counsel of record:

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I further certify that I have this day served a true and correct copy of the foregoing by U.S. Mail, with sufficient postage thereon, addressed as follows:

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John G. Turner, III

*Pro Hac Vice*

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