

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 Advanta Bank Corp. (“FDIC-R”), Dennis J. Alter (“Alter”) and William A. Rosoff (“Rosoff”) (collectively the “Settling Defendants”), and National Union Fire Insurance Company of Pittsburgh, Pa, Hudson Insurance Company, Catlin Insurance Company, Inc., and XL Specialty Insurance Company (collectively, “Insurers”) (individually, the FDIC-R, the Settling Defendants, and the Insurers may be referred to herein as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS:

Prior to March 19, 2010, Advanta Bank Corp. (“Bank”) was a depository institution organized and existing under the laws of the State of Utah.

The Bank was wholly owned by Advanta Corp. (“Advanta Corp.”). Advanta Corp.’s other subsidiaries and related entities included Advanta Advertising, Inc., Advanta Auto Finance Corporation, Advanta Bank Holding Corp., Advanta Business Receivables Corp., Advanta Business Services Corp., Advanta Business Services Holding Corp., Advanta Equipment Receivables Series 2001-1 LLC, Advanta Finance Corp., Advanta Financial Corp., Advanta GCF GP Corp., Advanta GP Corp., Advanta Growth Capital Fund LP, Advanta India Services Private Limited, Advanta Information Services, Inc., Advanta Insurance Agency Inc., Advanta Insurance Company, Advanta International Corporation I, Advanta International Corporation II, Advanta Investment Corp., Advanta Investment Corp. II, Advanta Leasing Receivables Corp. VI, Advanta Leasing Receivables Corp. VII, Advanta Life Insurance Company, Advanta Mortgage Corp. USA, Advanta Mortgage Holding Company, Advanta Partners LP, Advanta Service Corp., Advanta Shared Services Corp., Advanta Ventures Inc., Advantennis Corp., First Advanta

Insurance Agency, Inc., Advanta Residual Holding Corp., Advanta Finance Residential Mortgage Corp., Advanta Mortgage Corp. of New Jersey, Advanta Nominee Services, Inc., E-Commerce Investments, Inc., Mt. Vernon Leasing, Inc., Advanta Mortgage Conduit Services, Inc., Advanta Mortgage Corp. Midatlantic, Advanta Mortgage Corp. Midatlantic II, Advanta Mortgage Corp. Midwest, Advanta Mortgage Corp. Northeast, Advanta Properties I Corp., Advanta Properties II Corp., Advanta GP II Corp., Advanta Partners 101 LP, Advanta 101 GP Corp., BizEquity Corp., Colonial National Finance Corp., Coltex Leverage Lease Corporation I, Good Company.Com, Inc., BE Corp., Ideablob Corp., Advanta Credit Card Receivables Corp., Great Expectations International Inc., Great Expectations Franchise Corp., Great Expectations Management Corp., and TSLJ Jedobert Cal, Inc. (collectively, "Related Advanta Entities").

On March 19, 2010, the Utah Department of Financial Institutions 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 its 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.

On May 27, 2010, the FDIC-R sent a Notice of Potential Claims and/or Wrongful Acts to the Settling Defendants and other former directors and/or officers of the Bank (the "Notice").

On June 17, 2013, 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. Those claims for damages are now pending in the United States District Court for the Eastern District of Pennsylvania (Philadelphia) in the lawsuit styled, *Federal Deposit Insurance Corporation as Receiver for Advanta Bank Corp. v. Dennis J. Alter and*

William A. Rosoff, Case No. 13-3361-CMR (“D&O Action”). The Settling Defendants deny liability for all claims asserted by the FDIC-R against the Settling Defendants in the D&O Action and further deny that they have engaged in any wrongdoing of any kind.

On June 17, 2013, Rosoff and Alter filed a complaint for money damages and declaratory relief against the FDIC-R and the Federal Deposit Insurance Corporation in its corporate capacity (“FDIC-C”) in the United States District Court for the District of Utah, Central Division, in the lawsuit styled, *Dennis J. Alter and William A. Rosoff v. the Federal Deposit Insurance Corporation; the Federal Deposit Insurance Corporation as Receiver for Advanta Bank Corp.; and the Federal Deposit Insurance Corporation in its corporate capacity*, Civil Action No. 2:13-cv-00456 (“Rosoff & Alter Action”). The FDIC-R and the FDIC-C deny liability for all claims asserted by the Settling Defendants against the FDIC-R and FDIC-C in the Rosoff & Alter Action and further deny that they have engaged in any wrongdoing of any kind.

The Insurers issued director and officer liability policies which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the policies, as follows: (i) National Union Fire Insurance Company of Pittsburgh, Pa issued Excess Insurance Policy [redacted] for the Policy Period of June 1, 2008 to June 1, 2010; (ii) Hudson Insurance Company issued a director and officer liability policy numbered [redacted] for the period of June 1, 2008 to June 1, 2010; (iii) Catlin Insurance Company, Inc. issued a director and officer liability policy numbered [redacted] for the period of June 1, 2008 to June 1, 2010; and (iv) XL Specialty Insurance Company issued Classic A-Side Management Liability Insurance Policy Number [redacted]. All of the insurance policies identified in this paragraph will sometimes be referred to collectively in this Agreement as the “Policies.”

The undersigned Parties deem it in their best interests to enter into this Agreement and each does so without any admission of liability or wrongdoing.

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. On or before the later of: (i) ten (10) business days after the Insurers' and Settling Defendants' receipt of a fully executed copy of this Agreement; (ii) May 8, 2015; and (iii) ten (10) business days after the Insurers' and Settling Defendants' receipt from the FDIC-R of the appropriate or necessary check payment or wiring instructions, including the payee information, W-9 Form, routing information, and other bank details (the "Settlement Payment Due Date"), the sum of **\$23,500,000 (TWENTY-THREE MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS)** ("the Settlement Payment") shall be paid by check and/or wire to the FDIC-R. Each Insurer's obligation is limited to payment of what remains of its respective limits under the respective Policies and the FDIC-R and the Settling Defendants agree not to seek any further amounts from the Insurers after the Insurers pay the remainder of their respective Policy limits as described in this Agreement. Each Insurer's obligation is several and not joint. Settling Defendants are jointly and severally responsible for the full amount of the Settlement Payment.

B. The Parties intend and agree that this Agreement and the settlement contemplated herein shall not become effective until (i) the Agreement is fully executed, and (ii) the full amount of the Settlement Payment is received by the FDIC-R. If, for any reason, the Settlement Payment is not received in full by the Settlement Payment Due Date, this Agreement and the settlement contemplated herein shall be null and void and the Parties shall move the court to lift the stay and the D&O Action shall continue uninterrupted. Notwithstanding anything else in this Agreement, if prior to the Settlement Payment Due Date, any regulatory action is brought by the Federal Deposit Insurance Corporation, in any capacity, that arises from or relates to, in any manner, (i) the Bank,

Advanta Corp., and/or Related Advanta Entities, or (ii) the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties, or actions, and/or their capacity, as officers, directors, and/or employees of the Bank, Advanta Corp., and/or Related Advanta Entities, this Agreement and the settlement contemplated herein shall be null and void.

SECTION II: Stipulation and Dismissal

A. FDIC-R Stipulation and Dismissal

Within five (5) business days after this Agreement is fully executed by the Parties, the FDIC-R and the Settling Defendants shall jointly request that the Court in the D&O Action stay all proceedings in the D&O Action pending the FDIC-R's receipt of the Settlement Payment and put the D&O Action on its suspense docket. Within ten (10) business days after the FDIC-R receives the Settlement Payment, the FDIC-R shall file a stipulation of dismissal with prejudice (with each side to bear its own costs) in the D&O Action, executed by the attorneys for all Parties to the D&O Action.

B. Settling Defendants' Stipulation and Dismissal

Within ten (10) business days after the FDIC-R receives the Settlement Payment, the Settling Defendants shall file a stipulation of dismissal with prejudice (with each side to bear its own costs) in the Rosoff & Alter Action, executed by the attorneys for all Parties to the Rosoff & Alter Action.

SECTION III: Releases

A. The FDIC-R's Releases

Upon receipt of the Settlement Payment and except as provided in Section III.D., the FDIC-R, for itself and its successors, assigns, and all individuals and entities on whose behalf the FDIC-R has authority to act hereby releases and discharges:

1. The Settling Defendants and their respective heirs, executors, trustees, administrators, representatives, Insurers, successors, agents, and assigns, from any and all claims, demands, debts, obligations, damages, actions, causes of action, and

liabilities, whatsoever, whether direct or indirect, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or non-contingent, in law or in equity, which could be asserted by the FDIC-R (and all individuals and entities on whose behalf the FDIC-R has authority to act), including, without limitation other than as set forth in Section III.D. of this Agreement, those that arise from or relate to in any manner, the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties or actions, and/or their capacity, as officers, directors, and/or employees of the Bank, Advanta Corp., and/or Related Advanta Entities, including without limitation the causes of action alleged in the D&O Action and the claims and allegations in the Notice.

2. Insurers, their respective parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or non-contingent, in law or in equity, that arise from or relate to the Policies. As part of this release of the Insurers, the FDIC-R agrees that any interests it may have under the Policies are extinguished.

3. All other former directors, officers, and employees of the Bank, Advanta Corp., and/or Related Advanta Entities (collectively, the "Covered Persons") and their respective heirs, executors, trustees, administrators, representatives, Insurers, successors, agents, and assigns, from any and all claims, demands, debts, obligations, damages, actions, causes of action, and liabilities, whatsoever, whether direct or indirect, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or non-contingent, in law or in equity, which could be asserted by the FDIC-R (and all individuals and entities on whose behalf the FDIC-R has authority to act), including, without limitation other than as set forth in Section III.D. of this Agreement, those that arise from or relate to in any manner, the performance,

nonperformance, or manner of performance of the Covered Persons' respective functions, duties or actions, and/or their capacity, as officers, directors, and/or employees of the Bank, Advanta Corp., and/or Related Advanta Entities, including without limitation the causes of action alleged in the D&O Action and the claims and allegations in the Notice. 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' Releases

1. Effective simultaneously with the releases granted in Section III.A. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, representatives, insurers, successors, agents, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, successors, agents, and assigns, from any and all claims, demands, debts, obligations, damages, actions, causes of action, and liabilities, whatsoever, whether direct or indirect, matured or unmatured, foreseen or unforeseen, known or unknown, suspected or unsuspected, contingent or non-contingent, in law or in equity, that arise from or relate to in any manner, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties or actions, and/or their capacity, as officers, directors, and/or employees of the Bank, including the causes of action alleged in the D&O Action and the Rosoff & Alter Action.

2. Effective simultaneously with the releases granted in Section III.A., the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns ("Insureds' Related Persons"), do hereby release, remise, acquit and forever discharge the Insurers and their predecessors and successors in interest, affiliates, representatives, subsidiaries, parents, divisions, claims managers, heirs, assigns, insurers, reinsurers, shareholders, creditors, liquidators, administrators, executors, former, present and future directors and officers, and all employees, principals, attorneys or agents of all of

the foregoing (“Insurers’ Related Persons and Entities”) of and from any and all claims, actions or causes of action (including without limitation any claims for contract or tort damages, punitive damages, fraud, misrepresentation, violation of statute, breach of the duty of good faith, extra-contractual damages, and any other damages or loss or other form of relief), debts, demands, payments, rights, obligations, loss, judgments, awards, attorneys’ fees, costs, interests, damages, liabilities, benefits and causes of action of whatever kind or character, known or unknown, suspected, fixed or contingent, past, present, or future, in law or in equity, that they have, have had, or may have against the Insurers and/or the Insurers’ Related Persons and Entities based upon, arising out of, in connection with or in any way involving: (1) the D&O Action; (2) the Rosoff & Alter Action; or (3) the Policies. This release shall not apply to the obligations contained in this Agreement.

C. The Insurers’ Release

1. Effective simultaneously with the releases granted in Section III.A. above, Insurers, for themselves and their successors and assigns, and on behalf of its or their parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, agents, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies.

2. Effective simultaneously with the releases granted in Section III.A. above, Insurers, on behalf of themselves and the Insurers’ Related Persons and Entities, do hereby release, remise, acquit and forever discharge the Settling Defendants and the Insureds’ Related Persons of and from any and all claims, actions or causes of action (including without limitation any claims for contract or tort damages, punitive damages, fraud, misrepresentation, violation of statute, breach of the duty of good faith, extra-contractual damages, and any other damages or loss or other form of relief), debts,

demands, payments, rights, obligations, loss, judgments, awards, attorneys' fees, costs; interests, damages, liabilities, benefits and causes of action of whatever kind or character, known or unknown, suspected, fixed or contingent, past, present, or future, in law or in equity, that they have, have had, or may have against the Settling Defendants and/or the Insureds' Related Persons based upon, arising out of, in connection with or in any way involving: (1) the D&O Action; (2) the Rosoff & Alter Action; or (3) the Policies. This release shall not apply to the obligations contained in this Agreement.

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

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

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement 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 Settling Defendants are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to, but have not yet received, 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, Settling Defendants hereby knowingly assign to the FDIC-R, upon the effective date of the releases in Section III, any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or 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 or it

had the opportunity to consult with and obtain the advice of counsel prior to executing this Agreement.

C. Financial Disclosure Representation. Each Settling Defendant has submitted personal financial statements and has affirmed that his financial information as set forth in the certification accompanying the financial statements was true and correct. Each Settling Defendant expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial statements in the manner set forth in the certification submitted by the Settling Defendants. The FDIC-R has no obligation to independently verify the completeness or accuracy of the financial statements.

SECTION VI: Reasonable Cooperation

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

SECTION VII: Other Matters

A. No Admission of Liability. The Settling Defendants expressly deny the claims asserted by the FDIC-R against the Settling Defendants in the D&O Action. 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 Commonwealth of Pennsylvania.

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: Bryce Quine
Federal Deposit Insurance Corporation
1601 Bryan Street
Dallas, TX 75201
(972) 761-8520

(b)(6)

If to the Settling Defendants:

Steven B. Feirson
Michael L. Kichline
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104
215-994-4000

(b)(6)

If to AIG Claims, Inc. as claims administrator for National Union Fire Insurance Company of Pittsburgh Pa:

Edward Drummond
Vice President, Financial Institutions
175 Water Street, 4th Floor
New York, NY 10038

(b)(6)

If to XL Specialty Insurance Company:

Charles A. Jones
Troutman Sanders, LLP
401 9th Street, NW, Suite 1000
Washington, DC 20004

(b)(6)

[Redacted]

If to Catlin Insurance Company, Inc.:

Daniel Brody
Kaufman Dolowich Voluck
60 Broad Street, 36th Floor
New York, NY 10004

(b)(6)

[Redacted]

If to Hudson Insurance Company:

Fiona McCormack
Skarzynski Black, LLC
One Battery Park Plaza, 32nd Floor
New York, NY 10004

(b)(6)

[Redacted]

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 ADVANTA
BANK CORP.

(b)(6)

Date: 6/15/15

BY:

(b)(6)

TITLE: Consul

PRINT NAME: Bryce Quine

DENNIS J. ALTER

Date: _____

BY: _____

PRINT NAME: _____

WILLIAM A. ROSOFF

Date: _____

BY: _____

PRINT NAME: _____

AIG CLAIMS, INC. FOR NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH, PA

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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 ADVANTA
BANK CORP.

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

(b)(6) Date: 06/09/2015

DENNIS ALTER

BY: _____

PRINT NAME: DENNIS ALTER

(b)(6)

WILLIAM A. ROSOFF

Date: _____

BY: _____

PRINT NAME: _____

AIG CLAIMS, INC. FOR NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH, PA

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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 ADVANTA
BANK CORP.

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

DENNIS J. ALTER

Date: _____

BY: _____

PRINT NAME: _____

WILLIAM A. ROSOFF

(b)(6)

Date: 2/10/15

BY: 

PRINT NAME: William A. Rosoff

AIG CLAIMS, INC. FOR NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH, PA

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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 ADVANTA BANK CORP.

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

DENNIS J. ALTER

Date: _____

BY: _____

PRINT NAME: _____

WILLIAM A. ROSOFF

Date: _____

BY: _____

PRINT NAME: _____

AIG CLAIMS, INC. FOR NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

(b)(6)

Date: 6/3/15

BY:

TITLE: V.P. CLAIMS FILE

PRINT NAME: Edward D. [unclear]

(b)(6)

Date: June 5,
2015

HUDSON INSURANCE COMPANY

BY:

TITLE: AVP, Claims

PRINT NAME: Kristin
Comstock

CATLIN INSURANCE COMPANY, INC.

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

XL SPECIALTY INSURANCE COMPANY

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

HUDSON INSURANCE COMPANY

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

[Redacted]

(b)(6)

CATLIN INSURANCE COMPANY, INC.

Date: 6/11/15

BY: ERIC LEVINE

[Redacted]

(b)(6)

TITLE: CLAIM MANAGER

PRINT NAME: _____

XI. SPECIALTY INSURANCE COMPANY

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

HUDSON INSURANCE COMPANY

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

CATLIN INSURANCE COMPANY, INC.

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

XL SPECIALTY INSURANCE COMPANY

(b)(6) Date: 6/2/15

BY:

TITLE: Assistant VP - Claims

PRINT NAME: Marc De Steno