

**SETTLEMENT AND RELEASE AGREEMENT**

Effective this \_\_\_ day of December, 2012, this Settlement and Release Agreement ("Agreement") by, between, and among the Federal Deposit Insurance Corporation, as Receiver of Bank of Clark County ("FDIC-R"), and Julie Adelman, Patti Bishop, Rod Cook, Jon Creedon, David Kennelly, Keith Koplan, Arch Miller, Ronald Prill, Nanette Walker, John White and Michael C. Worthy (collectively the "Settling Individuals"), and OneBeacon Insurance Company ("OneBeacon" or the "Insurance Company"). The FDIC-R, the Settling Individuals and the Insurance Company may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS:**

Prior to January 16, 2009, the Bank of Clark County ("BOCC" or "Bank") was a depository institution organized and existing under the laws of the State of Washington;

On January 16, 2009, BOCC was closed by the Washington Department of Financial Institutions and pursuant to 12 U.S.C. § 1821(c), the FDIC-R was appointed as Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R as Receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets including any and all of the Bank's claims, demands, and causes of actions 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 and/or officers of the Bank;

The FDIC-R has asserted certain claims against the Settling Individuals, each of whom had served at various times as directors and/or officers of the Bank, and the FDIC-R has filed a complaint in intervention which is now pending in the United States District Court for the Western District of Washington captioned "*FDIC-R vs. Worthy, et al*, No. C12-05049 JRC" (the "Action"). The Settling Individuals have denied and continue to deny liability for the claims

asserted by the FDIC-R, and deny the allegations asserted by the FDIC-R in the Action.

OneBeacon issued directors' and officers' liability policy number  for (b)(4) policy year September 30, 2008 through September 30, 2009 (the "Policy") which insured the directors and officers of the Bank according to the terms, provisions, limitations and conditions of the Policy. The Settling Individuals have made claims under the Policy for coverage of the claims asserted against them by the FDIC-R. One Beacon has reserved its right to deny coverage under the Policy for the claims asserted by the FDIC-R against the Settling Individuals.

The undersigned Parties deem it in their best interests to enter into this Agreement to resolve the disputes and to avoid the uncertainty, trouble, and expense of litigation and the Action.

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 as follows:

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

A. As an essential covenant and condition to this Agreement, OneBeacon agrees to pay the FDIC-R the sum of \$1,500,000.00 ("the Settlement Funds") within fourteen (14) days after this Agreement is fully executed.

B. The Settlement Funds shall be delivered to FDIC-R by certified or cashier's check drawn upon a depository institution acceptable to FDIC-R and delivered as set forth in Exhibit A to this Agreement, or by direct wire transfer into an account designated by FDIC-R as also set forth in Exhibit A.

C. In the event that all Settlement Funds are not received by the FDIC-R on or before the time due as set forth in Paragraph I.A. above, interest on the unpaid Settlement Funds shall accrue from that date through the date of payment at the rate of five percent per year. Also in the event that all Settlement Funds are not received by the FDIC-R by the time due, the FDIC-R, in

its sole discretion, shall have the right to declare this Agreement null and void, or alternatively, it shall have the right to extend this Agreement for any period of time until it receives the Settlement Funds (including all accrued interest), and/or it shall have the right to bring an action to enforce this Agreement, in which event the non-delivering Party agrees to pay all of the FDIC-R's reasonable attorney's fees expended in enforcing the terms of this Agreement. Any decision by the FDIC-R to extend the terms of this Agreement shall not prejudice its rights to declare this Agreement null and void with respect to the non-delivering Party at any time prior to receipt of the Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement.

#### **SECTION II: Waiver of Claims**

Upon execution of this Agreement by each of the undersigned Parties, and receipt of the Settlement Funds, plus any accrued interest, the FDIC-R agrees to dismiss the Action with prejudice and agrees further to refrain from pursuing any and all professional liability claims against the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policy, which claims relate to or arise out of the Bank.

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

##### **A. Release of Settling Individuals by FDIC-R.**

Effective upon full receipt of the Settlement Funds, plus any accrued interest, and except as provided in paragraphs III.H. below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges each of the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policies, and their respective heirs, executors, 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 their respective functions, duties and actions as officers and/or directors of the Bank.

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

With respect to their status as directors and/or officers of the Bank, effective simultaneously with the release granted in paragraph III.A. above, the Settling Individuals in their capacity as officers and/or directors of the Bank, and/or any person who may be considered an "insured" as defined by the Policies, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge 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 performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as officers and/or directors of the Bank.

C. Covenant not to Sue Among Settling Individuals.

With respect to their status as directors and/or officers of the Bank in relation to the claims released by the FDIC-R herein, effective simultaneously with the releases granted in paragraph III.B. above, the Settling Individuals, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby covenant not to sue each other relating to 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 performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

D. Release of OneBeacon by FDIC-R.

Effective simultaneously with the releases granted in paragraphs III.A. and III.B. above, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges OneBeacon,

its 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, in law or in equity, that arise from or relate to the FDIC-R's professional liability claims or the Policy. The FDIC-R agrees that any interests it may have under the Policy shall be extinguished upon timely receipt of the Settlement Funds.

E. Release of OneBeacon by Settling Individuals.

With respect to their status as directors and/or officers of the Bank, effective simultaneously with the releases granted in paragraphs III.A. and III.B. above, the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policy, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge OneBeacon, its 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, in law or in equity, that arise from or relate to the claims released by the FDIC-R herein. This release does not extend to any unpaid defense invoices for the FDIC-R Action.

F. Release of FDIC-R by OneBeacon.

Effective simultaneously with the release granted in Paragraph III.D. above, OneBeacon, for itself and its successors and assigns, and on behalf of its 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 FDIC-R's professional liability claims or the Policy.

G. Release of Settling Individuals by OneBeacon

Effective simultaneously with the releases granted in Paragraph III.E. above, OneBeacon,

for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, hereby releases and discharges each of the Settling Individuals, and their respective heirs, executors, administrators, 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 claims released by the FDIC-R herein.

H. Express Reservations From Releases By 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 this Agreement had not been executed, any claims or causes of action:

(a) Against the Settling Individuals 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 claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

(b) Against any person or entity not expressly released in this Agreement; and

(c) Which are not expressly released in Paragraphs III.A and III.D.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and/or authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory and/or regulatory capacities, 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, the United States Attorney's Office or any other federal agency. 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.

4. Nothing in this Agreement shall constitute a release or waiver or otherwise affect any of the FDIC-R's rights, remedies, interests, claims or defenses which may be or have been asserted against any person or entity not expressly released in this Agreement.

#### **SECTION IV: Waiver of Dividends**

With respect to their status as directors and/or officers of the Bank, in pending claims filed against the FDIC-R as Receiver of the Bank, to the extent, if any, that Settling Individuals are or were shareholders of the Bank, and by virtue thereof are or may have been entitled to a dividend, payment, or other pro-rata distribution upon resolution of the receivership of the Bank, the Settling Individuals 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 pro-rata distributions.

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

A. Agreement Not Confidential.

Pursuant to 12 U.S.C. § 1821(s), this Agreement is not confidential and shall not be deemed confidential.

B. 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.

C. 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.

D. 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.

E. Choice of Law and Venue. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Washington. The Parties agree to the jurisdiction of the Federal District Court in the Western District of Washington for any action to enforce the terms of this Agreement, and/or any action related to or arising out of this Agreement.

F. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

G. Specific Representations Warranties and Disclaimer. The Settling Individuals expressly acknowledge that in determining to settle the claims released here, the FDIC-R has reasonably and justifiably relied upon the accuracy of financial information in the affidavits and documents submitted by the Settling Individuals. Subsequent to the execution of this Agreement, if the FDIC-R establishes via final adjudication in an appropriate judicial or administrative forum that, in his or her financial affidavit, a Settling Individual has failed to disclose any substantial material interest, legal, equitable, or beneficial, in any asset, the FDIC-R,



in its sole discretion, may exercise one or more of all of the following remedies: (a) the FDIC-R may declare the releases granted to that Settling Individual as null and void (this will not render that Settling Individual's Release of OneBeacon null and void); (b) the FDIC-R may retain the full amount of the Settlement Payment; and (c) the FDIC-R may sue that Settling Individual for damages, an injunction or specific performance for breach of this Agreement. The Settling Individual agrees that if, in his or her financial affidavit, he or she has failed to disclose any substantial material interest, legal, equitable or beneficial, in any asset, the Settling Individual consents to the reinstatement of the FDIC-R Claims and the calculation of any statute of limitations that would bar any of the FDIC-R Claims against him or her would be calculated as modified by Section VI of this Agreement.

H. Reasonable Cooperation. The 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/her/its counsel.

#### **SECTION VI: Termination**

In the event the FDIC-R exercises its right to terminate this Agreement as provided herein, then, for the purposes of any statute of limitations or other time-based defense to any of the claims of the FDIC-R, each party to this Agreement shall be deemed to have reverted to its respective status as of 5:00 p.m. July 19, 2012.

**SECTION VII: Notices**

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

If to the FDIC-R:

Kevin W. Wheelwright  
Professional Liability Unit  
Federal Deposit Insurance Corp. - Legal Division  
3501 Fairfax, VS-B-7022  
Arlington, VA 22226

If to the Settling Individuals other than David Kennelly:

(b)(6)	Michael C. Worthy [Redacted]	Julie Adelman [Redacted]
(b)(6)	Patti Bishop [Redacted]	Rod Cook [Redacted]
(b)(6)	Jon Creedon [Redacted]	Keith Koplan [Redacted]
(b)(6)	Arch Miller [Redacted]	Ronald Prill [Redacted]
(b)(6)	Nanette Walker [Redacted]	John D. White [Redacted]

And to:

**Thomas R. Johnson | Perkins Coie LLP**  
1120 N.W. Couch Street, Tenth Floor  
Portland, OR 97209-4128  
PHONE: 503.727.2176

CELL: [Redacted] (b)(6)  
FAX: 503.727.2222  
E-MAIL: [Redacted] (b)(6)

If to the Settling Individual David Kennelly:

David Kennelly

(b)(6) [Redacted]

And to:

LAW OFFICES OF TIMOTHY J. DACK

Mailing| PO Box 61645, Vancouver, WA 98666-1645  
Office| 916 Main Street, Vancouver, WA 98660  
t. 360-694-4227 | f. 360-450-3090

(b)(6) [Redacted]

If to OneBeacon:

Thomas J. Judge  
Thompson, Loss & Judge, LLP  
Two Lafayette Centre  
1133 21<sup>st</sup> Street, NW, Suite 450  
Washington, D.C. 20036

(b)(6) [Redacted]

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

(b)(6) [Redacted]

Date: 12/12/2012

Federal Deposit Insurance Corporation as  
Receiver for Bank of Clark County  
By: Kevin W. Wheelwright

\_\_\_\_\_  
Date: \_\_\_\_\_  
Julie Adelman

\_\_\_\_\_  
Date: \_\_\_\_\_  
Patti Bishop

\_\_\_\_\_  
Date: \_\_\_\_\_  
Rod Cook

\_\_\_\_\_  
Date: \_\_\_\_\_  
Jon Creedon

If to the Settling Defendant David Kennelly:

**Law Office of Timothy J. Daack**

Mailing| PO Box 61645, Vancouver, WA 98666-1645  
Office| 916 Main Street, Vancouver, WA 98660  
t: 360-694-4227 | f: 360-450-3090

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Washington, D.C. 20036

(b)(6)

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

\_\_\_\_\_  
Federal Deposit Insurance Corporation as  
Receiver for Bank of Clark County  
By: \_\_\_\_\_

(b)(6)

Julie Adelman

Date: 12/14/12

\_\_\_\_\_  
Patti Bishop Date: \_\_\_\_\_

\_\_\_\_\_  
Rod Cook Date: \_\_\_\_\_

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Jon Creedon Date: \_\_\_\_\_

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David Kennelly Date: \_\_\_\_\_

\_\_\_\_\_  
Keith Koplan Date: \_\_\_\_\_

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

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

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(b)(6)



Date: \_\_\_\_\_  
Julie Adelman

Date: 12-15-12  
Patti Bishop

Date: \_\_\_\_\_  
Rod Cook

Date: \_\_\_\_\_  
Jon Creedon

Date: \_\_\_\_\_  
David Kennelly

Date: \_\_\_\_\_  
Keith Koplan

Date: \_\_\_\_\_  
Arch Miller

Date: \_\_\_\_\_  
Ronald Prill

Date: \_\_\_\_\_  
Nanette Walker

Date: \_\_\_\_\_  
John White

Date: \_\_\_\_\_  
Michael C. Worthy

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

OneBeacon Insurance Company  
By: \_\_\_\_\_

Approved as to Form:

PERKINS COIE, LLP  
Counsel for Settling Individuals other than David Kennelly

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

(b)(6)

If to the Settling Individual David Kennelly:

David Kennelly

(b)(6)

[Redacted]

And to:

LAW OFFICES OF TIMOTHY J. DACK

Mailing PO Box 61645, Vancouver, WA 98666-1645

Office 916 Main Street, Vancouver, WA 98660

t: 360-694-4227 | f: 360-450-3090

(b)(6)

[Redacted]

If to OneBeacon:

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Thompson, Loss & Judge, LLP

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1133 21<sup>st</sup> Street, NW, Suite 450

Washington, D.C. 20036

(b)(6)

[Redacted]

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

Federal Deposit Insurance Corporation as  
Receiver for Bank of Clark County

By: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Julie Adelman

\_\_\_\_\_  
Date: \_\_\_\_\_  
Patti Bishop

(b)(6)

[Redacted]

Date: 12/13/12

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

Rod Cook

Jon Creedon

(b)(6)

If to the Settling Individual David Kennelly:

David Kennelly

(b)(6) [Redacted]

And to:

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Washington, D.C. 20036

(b)(6) [Redacted]

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

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

\_\_\_\_\_  
Federal Deposit Insurance Corporation as  
Receiver for Bank of Clark County

By: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Julie Adelman

\_\_\_\_\_  
Date: \_\_\_\_\_  
Patti Bishop

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

[Redacted] (b)(6)  
Date: 12-12-12

Rod Cook

Jon Creedon

[Redacted] (b)(6)

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[Redacted]

Date: 12.13.2012

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

David Kennelly

Keith Koplan

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

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

Arch Miller

Ronald Prill

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

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

Nanette Walker

John White

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

Michael C. Worthy

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

OneBeacon Insurance Company

By: \_\_\_\_\_

Approved as to Form:

PERKINS COIE, LLP

Counsel for Settling Individuals other than David Kennelly

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

THOMPSON, LOSS & JUDGE

Counsel for OneBeacon

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

GARVEY SCHUBERT BARER

Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK

Counsel for David Kennelly

(b)(6)

By: [Redacted]

Date: 12.13.12



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Date: 12/13/2012

David Kennelly Date: \_\_\_\_\_

Keith Koplan

Arch Miller Date: \_\_\_\_\_

Ronald Prill Date: \_\_\_\_\_

Nanette Walker Date: \_\_\_\_\_

John White Date: \_\_\_\_\_

Michael C. Worthy Date: \_\_\_\_\_

OneBeacon Insurance Company  
By: \_\_\_\_\_

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

Approved as to Form:

PERKINS COIE, LLP  
Counsel for Settling Individuals other than David Kennelly

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

THOMPSON, LOSS & JUDGE  
Counsel for OneBeacon

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

GARVEY SCHUBERT BARER

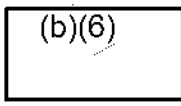
Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK

Counsel for David Kennelly

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



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Date: \_\_\_\_\_  
David Kennelly

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Date: \_\_\_\_\_  
Keith Koplan

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Date: 12-18-12

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Date: \_\_\_\_\_  
Ronald Prill

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Arch Miller

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John White

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Nanette Walker

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Date: \_\_\_\_\_  
Michael C. Worthy

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

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OneBeacon Insurance Company  
By: \_\_\_\_\_

Approved as to Form:

PERKINS COIE, LLP  
Counsel for Settling Individuals other than David Kennelly

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

THOMPSON, LOSS & JUDGE  
Counsel for OneBeacon

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

GARVEY SCHUBERT BARER  
Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK  
Counsel for David Kennelly

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

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David Kennelly Keith Koplan

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Michael C. Worthy

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OneBeacon Insurance Company  
By: \_\_\_\_\_

Approved as to Form:

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Counsel for Settling Individuals other than David Kennelly

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

THOMPSON, LOSS & JUDGE  
Counsel for OneBeacon

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

GARVEY SCHUBERT BARER

Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK

Counsel for David Kennelly

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

(b)(6)

David Kennelly \_\_\_\_\_ Date: \_\_\_\_\_

Keith Koplan \_\_\_\_\_ Date: \_\_\_\_\_

Aron Miller \_\_\_\_\_ Date: \_\_\_\_\_

Ronald Prill \_\_\_\_\_ Date: \_\_\_\_\_

(b)(6) [Redacted] \_\_\_\_\_ Date: 12/12/12

John White \_\_\_\_\_ Date: \_\_\_\_\_

Michael C. Worthy \_\_\_\_\_ Date: \_\_\_\_\_

OneBeacon Insurance Company  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to Form:

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Counsel for Settling Individuals other than David Kennelly

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

THOMPSON, LOSS & JUDGE  
Counsel for OneBeacon

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

GARVEY SCHUBERT BARER

Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK

Counsel for David Kennelly

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

(b)(6)

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David Kennelly

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Ronald Prill

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Date: \_\_\_\_\_  
Nanette Walker

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Date: 12/12/12 (b)(6)  
John White

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Date: \_\_\_\_\_  
Michael C. Worthy

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

OneBeacon Insurance Company  
By: \_\_\_\_\_

Approved as to Form:

PERKINS COIE, LLP  
Counsel for Settling Individuals other than David Kennelly

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

THOMPSON, LOSS & JUDGE  
Counsel for OneBeacon

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

GARVEY SCHUBERT BARER

Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK

Counsel for David Kennelly

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

(b)(6)

Arch Miller

Ronald Prill

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

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

Nanette Walker

John White

(b)(6)

[Redacted Signature]

Date: 12-13-12

Michael C. Worthy

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

OneBeacon Insurance Company

By: \_\_\_\_\_

Approved as to Form:

PERKINS COIE, LLP

Counsel for Settling Individuals

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

THOMPSON, LOSS & JUDGE

Counsel for OneBeacon

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

GARVEY SHUBERT BARER

Counsel for FDIC

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

EXHIBIT A

David Kennelly \_\_\_\_\_ Date: \_\_\_\_\_

Keith Koplan \_\_\_\_\_ Date: \_\_\_\_\_

Arch Miller \_\_\_\_\_ Date: \_\_\_\_\_

Ronald Prill \_\_\_\_\_ Date: \_\_\_\_\_

Nanette Walker \_\_\_\_\_ Date: \_\_\_\_\_

John White \_\_\_\_\_ Date: \_\_\_\_\_

Michael C. Worthy \_\_\_\_\_ Date: \_\_\_\_\_

OneBeacon Insurance Company  
By: \_\_\_\_\_

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

Approved as to Form:

PERKINS COIE, LLP  
Counsel for ~~Setting~~ Individuals other than David Kennelly

(b)(6)

By:

Date: 12/17/12

THOMPSON, LOSS & JUDGE  
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GARVEY SCHUBERT BARER

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Counsel for David Kennelly

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David Kennelly \_\_\_\_\_ Date: \_\_\_\_\_

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John White \_\_\_\_\_ Date: \_\_\_\_\_

Michael C. Worthy \_\_\_\_\_ Date: \_\_\_\_\_

Date: 12/13/2012

OneBeacon Insurance Company  
By:

(b)(6)

Approved as to Form:

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

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By:  Date: 12/18/12

GARVEY SCHUBERT BARER

Counsel for FDIC-R

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

LAW OFFICES OF TIMOTHY J. DACK

Counsel for David Kennelly

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