

## SETTLEMENT, ASSIGNMENT AND RELEASE AGREEMENT

This Settlement, Assignment and Release Agreement ("Agreement") is made as of this 16<sup>th</sup> day of July, 2014, by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation as receiver for Platinum Community Bank ("FDIC-R"); and William Leaming, Jr. ("Leaming"), Michael Linsner ("Linsner"), and Platinum Bancshares, Inc. ("PBI") (Leaming, Linsner and PBI are collectively the "Settling Parties"); and Continental Casualty Company and its property-casualty affiliates (collectively, "Continental"). (individually, the FDIC-R, the Settling Parties, and Continental may be referred to herein as "Party," and collectively as the "Parties").

### RECITALS

#### WHEREAS:

Prior to September 4, 2009, Platinum Community Bank ("Bank") was a depository institution organized and existing under the laws of the United States.

The Bank was wholly owned by PBI, a one-bank holding company, which became a subsidiary of Taylor, Bean & Whitaker Mortgage Corp. ("TBW") on July 8, 2008.

Leaming was the Chief Executive Officer and a director of the Bank at times from July 9, 2008 until September 4, 2009.

Linsner was the President and a director of the Bank at times from April 1, 2002 until September 4, 2009.

On September 4, 2009, the Bank was closed by the Office of Thrift Supervision, 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, and the Bank's stockholders, accountholders and depositors.

In letters dated April 21, 2010, January 25, 2012, July 24, 2012, and July 25, 2012, the FDIC-R asserted claims (“FDIC-R’s Claims”) against certain persons and entities, including PBI, as well as Leaming and Linsner, (both of whom had served at various times as a director and/or officer of the Bank. Leaming, Linsner, and PBI have denied liability for the FDIC-R’s Claims, which denial has given rise to a reasonable dispute between the Parties. The FDIC-R’s Claims exceed the limits of all applicable insurance policies.

The FDIC-R’s Claims include claims made under two insurance policies providing coverage to the Settling Parties: (i) a \$1 million directors and officers insurance policy issued by (b)(4) Continental (Policy No. [redacted] the “Continental Policy”); and (ii) a \$5 million Directors, Officers, and Private Company Liability Insurance Policy issued by National Union Fire Insurance Company of Pittsburgh, Pa. to TBW (Policy No. [redacted] the “National Union (b)(4) Policy”). National Union Fire Insurance Company of Pittsburgh, Pa. is referred to herein as “National Union.” Continental and National Union are collectively referred to herein as the “Insurers.”

National Union received notice of the FDIC-R’s claims against Leaming, Linsner and PBI during the Policy Period and/or Discovery Period of the National Union Policy (within the meaning of the National Union Policy). National Union has denied coverage for the FDIC-R’s Claims and has refused to protect the interests of the Settling Parties by refusing to pay for their defense costs or indemnify them for costs or loss incurred in connection with the FDIC-R’s Claims, thereby exposing the Settling Parties to great financial risk, potentially exceeding the coverage available under the Continental Policy and National Union Policy combined.

National Union has been provided with opportunities to meet to discuss a settlement of the FDIC-R’s Claims, which as reflected in this Agreement, would have been within the limits of

the National Union Policy. National Union declined invitations to negotiate and/or consider any such settlement despite the Settling Parties potential exposure to a judgment in excess of the coverage available under the National Union Policy.

The Settling Parties at all times had an expectation of coverage for the FDIC-R's Claims under the National Union Policy and continue to believe that the National Union Policy provides coverage for the FDIC-R's Claims.

The Settling Parties deny any wrongdoing and/or misconduct, and the FDIC-R denies the validity of any defense. The undersigned Parties agree that this Agreement shall not constitute an admission of any fact or the validity of any claim or defense, but have entered into this Agreement to avoid the uncertainty, trouble, distraction, and expense of litigation and the risk of a judgment in excess of the coverage available under the Continental Policy and the National Union Policy combined.

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: Payments and Assignments to FDIC-R**

##### **A. Settlement Amount.**

As an essential covenant and condition to this Agreement, the FDIC-R shall accept a total of Five Million Three Hundred Ninety-Thousand Five Hundred Sixty-Seven Dollars and Forty-Two Cents (\$5,390,567.42) (the "Settlement Amount") in full and complete settlement of all claims that have been made or could be made by the FDIC-R against the Settling Parties relating to their acts and omissions as directors, officers, and/or the holding company of the Bank, and the performance, non-performance, or manner of performance of their respective functions,

duties, and actions as directors, officers, and/or the holding company of the Bank. The Settling Parties acknowledge that the Settlement Amount is fair and reasonable under all the facts and circumstances and consistent with what a reasonably prudent person would pay to settle the FDIC-R's Claims.

B. Payment of Settlement.

1. Effective upon full execution of this Agreement, and in consideration thereof, the Settling Parties, for themselves, and for their respective employees, officers, directors, agents, representatives, heirs, successors, and assigns, shall relinquish, surrender, transfer, convey, and assign to the FDIC-R any and all rights, title, and interest they have or may (b)(4) have in the deposits in account number  in the name of PBI (the "PBI Account Proceeds"), which deposits are and have been subject to an administrative hold by the FDIC-R, pursuant to its authority under to 12 U.S.C. § 1822(d), when the Bank was closed. The PBI Account Proceeds total One Million Five Hundred Ninety Thousand Five Hundred Sixty-Seven Dollars and Forty-Two Cents (\$1,590,567.42) of the Settlement Amount.

2. Continental shall pay Six Hundred Thousand Dollars (\$600,000.00) of the Settlement Amount (the "First Continental Payment") within fifteen (15) calendar days of the date it is notified by the Settling Parties of the full execution of this Agreement and is provided with a copy of the fully-executed Agreement (that is, the Agreement has been executed by each and every Party) (such 15th calendar day is referred to hereinafter as the "First Payment Date").

3. Continental shall pay an additional Two Hundred Thousand Dollars (\$200,000.00) of the Settlement Amount (the "Second Continental Payment") by August 1, 2014 (the "Second Payment Date") if Continental has not received notice under the Continental Policy

of an enforcement claim or a potential enforcement claim by the Federal Deposit Insurance Corporation against any Insured Persons (as that term is defined in the Continental Policy).

4. The FDIC-R and the Settling Parties agree that, in addition to the PBI Account Proceeds, First Continental Payment and Second Continental Payment, in exchange for the Settling Parties' assignment of their insurance rights and proceeds under the National Union Policy to the FDIC-R (as described in Paragraph I.D.), and subject to the other terms of this Agreement, the FDIC-R shall have the right to pursue the collection of the remaining Three Million Dollars (\$3,000,000.00) of the Settlement Amount from National Union up to and including the amount of the remaining coverage under the National Union Policy (the "National Union Payment").

5. Payment of the Settlement Amount or any part thereof shall be delivered to the FDIC-R by direct wire transfers into the following designated account:

**BANK:** Federal Home Loan Bank of New York

**ROUTING #:** [REDACTED]

**FOR CREDIT TO:** FDIC National Liquidation Account

**ACCOUNT #:** [REDACTED]

OBI: FIN 10115; Platinum Community Bank, Rolling Meadows, IL, Contact: Thomas J. O'Brien, 703-562-6414; Professional Liability [REDACTED]; DIF Fund [REDACTED] (b)(4)

If the First Continental Payment and Second Continental Payment are not paid in full by the First Payment Date and/or the Second Payment Date, respectively, as set forth above, interest shall accrue against Continental on all unpaid amounts at the rate of 5% per annum from the respective payment due dates until the day of payment.

C. Notice to Continental. Service of notice under Paragraph I.B.2. above shall be effective upon the date of transmittal by email and Federal Express – Overnight to the following:

Jennifer Lawson, Esq.  
CNA Pro  
Corporate & Financial Claims  
333 S. Wabash Ave.  
Chicago, IL 60604  
Email:

(b)(6)

D. Assignment of the Right to Collect from National Union.

1. For valuable consideration, the receipt and sufficiency of which is acknowledged by the Settling Parties, the Settling Parties, for themselves, and for each of their respective employees, officers, directors, heirs, executors, administrators, representatives, successors, and assigns, upon execution of this Agreement by all Parties, hereby irrevocably relinquish, surrender, transfer, convey, and assign to the FDIC-R any and all rights, title, and interest the Settling Parties have or may have with respect to the National Union Policy and any and all claims, causes of action, and defenses available against National Union (including any and all damages related to such claims or causes of action) relating to insurance coverage for the National Union Payment under the National Union Policy, including, but not limited to, claims for declaratory relief, breach of contract, breach of the covenant of good faith and fair dealing, tortious breach of the covenant of good faith and fair dealing, bad faith, punitive damages, and attorneys' fees associated with pursuing or defending such actions (collectively, the "Assigned Claims"). At its sole expense and discretion, the FDIC-R alone shall have sole authority to recover on the Assigned Claims, including, but not limited to, prosecuting, defending, controlling, settling, compromising, and otherwise resolving any and all of the Settling Parties' Assigned Claims, in the name of the FDIC-R, as assignee of the Settling Parties, subject to the Settling Parties' obligation of reasonable cooperation as set forth in Paragraphs I.D.2., I.D.3., and V.I.

2. The Settling Parties shall assist and cooperate reasonably with the FDIC-R in any proceeding to recover on the Assigned Claims. The Settling Parties shall take no action to impede, prevent, or otherwise impair the prosecution or defense of such proceeding. The Settling Parties further shall not seek collection or payment of currently outstanding or future legal fees and costs from the remaining limits of the National Union Policy.

3. The Settling Parties shall execute all papers reasonably required and take all reasonable actions that may be necessary for the FDIC-R to recover on the Assigned Claims, including, but not limited to, attendance and participation in witness interviews, depositions, hearings, trials, and other preparation sessions; review, preparation, and execution of written affidavits; production of all relevant non-privileged documents and records; giving of evidence; assisting in identifying witnesses; transferring to the FDIC-R any funds received from, or tendered by, National Union relating to the National Union Policy; and such other assistance and things as may be reasonably necessary to enable the FDIC-R to prosecute and defend effectively its rights as assignee of the Assigned Claims.

4. Without limiting the generality of the foregoing, the FDIC-R, as assignee of the Settling Parties Assigned Claims, shall have the right, at its sole cost and expense, to select counsel and to commence, prosecute, settle, direct, supervise, manage, and have complete and exclusive control of all proceedings to recover on the Assigned Claims.

## **SECTION II: Releases and Covenants Not to Sue**

### **A. Covenant Not to Sue Settling Parties by FDIC-R.**

Effective upon the FDIC-R's receipt of the First Continental Payment, except as otherwise provided herein and in Paragraph II.I. below, the FDIC-R, for itself, and for its successors and assigns, hereby: (i) covenants not to sue the Settling Parties and their respective

heirs, executors, administrators, representatives, successors, and assigns, for 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, non-performance, and manner of performance of the Settling Parties' respective functions, duties, and actions as directors, officers, and/or holding company of the Bank; and (ii) agrees to pursue collection of the National Union Payment solely from the National Union Policy and/or National Union, and not from the Settling Parties. For purposes of clarification and certainty, nothing in this covenant or in this Agreement is, constitutes, or shall be construed as a release, waiver, or discharge of: (i) the Settling Parties for their personal liability for the National Union Payment until it has been paid in full (including any accrued interest); or (ii) National Union for its liability to the Settling Parties and/or the FDIC-R as assignee of the Assigned Claims with respect to any insurance coverage issues related to the FDIC-R's Claims, including, but not limited to, coverage for liability, defense costs, settlement, or otherwise.

B. Releases of FDIC-R by Settling Parties.

Effective upon the FDIC-R's receipt of the First Continental Payment, the Settling Parties, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors, and assigns, shall 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 the performance, non-performance, and manner of performance of the Settling Parties' respective functions, duties, and actions as directors, officers, and/or holding company of the Bank.

C. Releases by Settling Defendants of Each Other.

Effective upon the FDIC-R's receipt of the First Continental Payment, the Settling Parties, and their respective heirs, executors, administrators, representatives, successors and assigns, shall release and discharge each other from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the performance, nonperformance, or manner of performance of their respective functions, duties and actions as directors, officers, and/or holding company of the Bank.

D. Releases of Continental by FDIC-R.

Effective upon the FDIC-R's receipt of the First Continental Payment, except as otherwise provided in Paragraph I.B.3. above and Paragraph II.I. below, the FDIC-R, for itself and its successors and assigns, shall release and discharge Continental, its 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 Continental Policy. Any interest the FDIC-R may have under the Continental Policy is extinguished except as otherwise provided in Paragraphs I.B.3. and I.B.5. above and in Paragraph II.I. below.

E. Releases of Continental by Settling Parties.

Effective upon the FDIC-R's receipt of the First Continental Payment, the Settling Parties, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, shall release and discharge Continental, 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 Continental Policy. Any interest the Settling Parties may have under the Continental Policy shall be extinguished except as to any subsequent enforcement claim or a potential enforcement claim by the FDIC against the Settling Parties, provided that Continental has received notice of such a claim or potential claim prior to August 1, 2014.

F. Releases of FDIC-R by Continental.

Effective upon the FDIC-R's receipt of the First Continental Payment, Continental, for itself and for its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, shall 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, whether in law or in equity, that arise from or relate to the Continental Policy.

G. Releases of Settling Parties by Continental.

Effective upon the FDIC-R's receipt of the First Continental Payment, Continental, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, shall release and discharge each of the Settling Parties, 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 Continental Policy.

H. Releases of Other Insured Persons by FDIC-R.

By letters dated April 21, 2010, July 24, 2012, and July 25, 2012, the FDIC-R made claims arising out of various wrongful acts allegedly committed by certain other directors and/or officers of the Bank who are insured under the Continental Policy (collectively, "Other Insured

Persons”). Effective upon the FDIC-R’s receipt of the First Continental Payment, the FDIC-R, for itself, and for its successors and assigns, shall release and discharge each of the Other Insured Persons 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, non-performance, and manner of performance of the Other Insured Persons’ respective functions, duties, and actions as directors and/or officers of the Bank; provided, however, that the releases provided by this Paragraph II.II. shall be null and void with respect to any Other Insured Persons who initiate any claim, demand or legal action against the FDIC-R arising out of or related to the Bank. Any criminal, fraudulent, or dishonest conduct is excluded from the scope of the releases provided by this Paragraph II.II.

I. Express Reservations From Release.

1. Notwithstanding any other provision contained in this Agreement, the FDIC-R shall not release or covenant not to sue for, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

a. against the Settling Parties 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 any of them to the FDIC-R, the Bank, other financial institutions, or any other person or entity, including, without limitation, any claims acquired by the FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

b. against National Union or any other person or entity not expressly released in this Agreement;

c. against the Settling Parties, Continental, or any other person or entity for liability relating to any breach of this Agreement;

d. against Continental arising or relating to coverage provided under that certain Community Financial Institutions Bond No.  (the "Fidelity Bond"); and (b)(4)

e. that are not expressly released in Paragraphs II.D. and II.H. above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority, or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition, or any other administrative enforcement action.

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 either the Department of Justice or the United States Attorney's Office for the Northern District of Illinois or for any other federal judicial district. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*, if appropriate.

4. Notwithstanding any other provision, the Settling Parties expressly do not release the FDIC-R for liability relating to breach of this Agreement.

J. Express Reservation of Rights Under Bond.

1. Notwithstanding any other provision, nothing in this Agreement shall release or prejudice the rights or claims of the FDIC-R under the terms of the Fidelity Bond issued by Continental under which the Bank is an insured.

2. Notwithstanding any other provision, nothing in this Agreement shall release or prejudice the rights or claims of Continental, under the terms of the Fidelity Bond issued by Continental under which the Bank is insured.

3. Nothing herein shall be construed to admit the existence of, or to establish, any claim or cause of action on the part of Continental, under the terms of the Fidelity Bond issued by Continental under which the Bank is insured, or any other bond underwriter by way of subrogation to claims of the FDIC-R, that would not exist had this Agreement not been executed.

4. Nothing in this Express Reservation of Rights Under Bond shall be construed to limit in any way the scope of the rights granted to the Settling Parties pursuant to Paragraphs II.A. and II.G. above.

### **SECTION III: Waiver of Dividends**

To the extent, if any, that any of the Settling Parties is or was a shareholder of the Bank or PBI and, by virtue thereof, is or may have been entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Home Loan Bank Board, the Office of Thrift Supervision, the Resolution Trust Corporation, the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation Resolution Fund or the United States government in connection with the Bank, its conservatorship or receivership; the Settling Parties hereby knowingly assign to the FDIC-R any and all rights, titles, and interests in and to any and all such dividends, payments or other distributions, or such proceeds.

#### **SECTION IV: Confidential Materials**

Within thirty (30) calendar days of receiving a written request from the FDIC-R, counsel for Continental and the Settling Parties shall certify to the FDIC-R that all confidential documents, electronically stored information, and other materials provided by the FDIC-R (hereinafter, "Confidential Materials") have been destroyed and deleted, with no copies retained, in a manner designed to protect the confidential nature of the Confidential Materials; provided, however, that counsel for Continental and the Settling Parties may retain a copy of any such Confidential Materials as may be required by law or by counsel's document retention practices. Furthermore, Continental and the FDIC-R, along with their respective counsel, shall continue to comply with all provisions of the Confidentiality Agreement that Continental and the FDIC-R executed on or about September 23, 2010. In addition, the Settling Parties and the FDIC-R, along with their respective counsel, shall continue to comply with all provisions of the Confidentiality and Non-Disclosure Agreement that the Settling Parties and the FDIC-R executed on or about November 13, 2012.

#### **SECTION V: Other Representations, Covenants, and Provisions**

A. No Prior Assignment of PBI Account Proceeds. The Settling Parties represent and warrant to the FDIC-R that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any portion of the PBI Account Proceeds or interest therein.

B. No Prior Assignment of National Union Policy. The Settling Parties represent and warrant to the FDIC-R that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any rights, title, or interest they have or may have in

the National Union Policy, including any and all claims or causes of action against National Union relating to insurance coverage under the National Union Policy.

C. No Admission of Liability. The matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and this Agreement is not an admission or evidence of liability by any of the Parties regarding any claim.

D. 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. Signatures exchanged by facsimile machine and signatures exchanged by e-mail PDF shall be as effective as an original signature.

E. Binding Effect. Each of the undersigned persons severally represents and warrants that he or she is a Party hereto, or is authorized to sign this Agreement on behalf of the respective Party, and that he or she has the full power and authority to bind such Party to each and every provision of this Agreement. Each Party severally represents and warrants that it or he intends to carry out the obligations 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.

F. 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 Illinois.

G. Entire Agreement and Amendments. This Agreement shall constitute the entire agreement and understanding between the undersigned Parties concerning the matters set forth

herein. This Agreement shall 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). If any provision of this Agreement or any application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement.

H. Specific Representations, Warranties, and Disclaimer. The Settling Parties and Continental expressly acknowledge that in determining to enter into this Agreement, the FDIC-R has reasonably and justifiably relied upon the accuracy of financial information submitted by Leaming and Linsner that were represented to be materially accurate as of the time submitted to the FDIC-R (the "Financial Disclosures"). If, in the Financial Disclosures, Leaming or Linsner failed to disclose any material interest, legal, equitable, beneficial, in any asset, Leaming and Linsner agree to cooperate fully with the FDIC-R to transfer their interest in the asset to the FDIC-R and to sign any and all documents necessary to transfer their interest in the asset to the FDIC-R. Moreover, if, in the Financial Disclosures, Leaming or Linsner has failed to disclose any interest, legal, equitable, or beneficial, in any asset, the FDIC-R, in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC-R may declare any or all of the covenants and releases granted to the Settling Parties and Continental to be null and void; (b) the FDIC-R may retain all or any portion of the Settlement Amount; and (c) the FDIC-R may sue the Settling Parties for damages, an injunction, and specific performance for breach of this Agreement. If, in the Financial Disclosures, Leaming or Linsner has failed to disclose any interest, legal, equitable, or beneficial, in any asset, the FDIC-R may sue the Settling Parties and/or Continental on any and all of the FDIC-R's Claims as if this Agreement had never been signed, and the Settling Parties and Continental waive any statute of limitations, statutes of repose, laches, estoppel, or any other defense based upon the passage of time, from the date of

this Agreement until 30 days after the FDIC-R has actual notice of such failure to disclose, that would otherwise bar any of the FDIC-R's Claims against them.

I. Reasonable Cooperation.

1. The undersigned Parties shall 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 reasonably necessary to perform the terms of this Agreement.

2. Further, the Settling Parties and Continental shall cooperate fully with the FDIC-R in connection with any action required under this Agreement. Any such cooperation that involves any out of pocket costs is subject to reasonable reimbursement by the FDIC-R pursuant to its internal guidelines and policy for such reimbursement. Subject to the foregoing such cooperation shall consist of:

a. producing all documents requested by the FDIC-R, without the necessity of subpoena, as determined by the FDIC-R, in its sole discretion, to be relevant to the National Union Policy, the Continental Policy, this Agreement, or the Bank;

b. making themselves, or corporate representatives, available upon request by the FDIC-R at reasonable times and places for interviews regarding facts, as determined by the FDIC-R in its sole discretion, to be relevant to the National Union Policy, the Continental Policy, this Agreement, or the Bank;

c. appearing to testify, upon request by the FDIC-R, in any matter determined by the FDIC-R in its sole discretion, to be related to the National Union Policy, the Continental Policy, this Agreement, or the Bank, without the necessity of subpoena; and

d. signing truthful affidavits upon request by the FDIC-R, regarding any matter, as determined by the FDIC-R in its sole discretion, to be relevant to the National Union Policy, the Continental Policy, this Agreement, or the Bank.

J. Advice of Counsel. Each Party hereby severally acknowledges that he 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 or its counsel. This Agreement is the product of arms-length negotiations between the Parties.

K. Notices. Any notices to the Parties relating to or arising out of this Agreement shall be in writing sent by email and by Federal Express – Overnight, shall be deemed delivered upon the date of transmittal, and shall be addressed as follows:

If to the FDIC-R to:

Thomas J. O'Brien, Esq.  
Counsel  
FDIC  
Room B-7032  
3501 Fairfax Drive  
Arlington, VA 22226-3500  
Phone: (703) 562-6414  
Fax: (703) 516-5067  
E-Mail: [REDACTED] (b)(6)

With a copy to:

Randall D. Lehner, Esq.  
Ulmer & Berne, LLP  
500 West Madison Street, Suite 3600  
Chicago, IL 60661  
Phone: (312) 658-6500  
Fax: (312) 658-6501  
E-Mail: [REDACTED] (b)(6)

If to the Settling Parties to:

John M. George, Jr.  
Katten & Temple LLP  
542 South Dearborn, 14th Floor  
Chicago, IL 60605  
Phone: (312) 663-0800  
Fax: (312) 663-0900  
E-Mail: [REDACTED] (b)(6)

If to Continental to:

Jennifer Lawson, Esq.  
CNA Pro  
Corporate & Financial Claims  
333 S. Wabash Ave.  
Chicago, IL 60604  
Email: [REDACTED] (b)(6)

L. Recitals. The above Recitals are incorporated herein and made a part of this Agreement.

M. Enforcement of Agreement. In the event that any Party brings suit to enforce the terms of this Agreement, or based on an alleged breach of the terms hereof, the exclusive venue shall be the United States District Court for the Northern District of Illinois or, in the event that federal subject matter jurisdiction is lacking, a court of competent jurisdiction in Cook County, Illinois. In such event, the prevailing Party shall be entitled to recover all costs incurred from the non-prevailing Party or Parties, including reasonable attorneys' fees.

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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 of Platinum Community Bank**

(b)(6)

By: \_\_\_\_\_  
Printed Name: THOMAS J. O'BRIEN  
Title: COUNSEL, FDIC  
Date: July 16, 2014

**CONTINENTAL CASUALTY COMPANY**  
**and its property-casualty affiliates**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WILLIAM LEAMING**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MICHAEL LINSNER**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLATINUM BANCSHARES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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 of Platinum Community Bank

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTINENTAL CASUALTY COMPANY**  
and its property-casualty affiliates

(b)(6)   
By: \_\_\_\_\_  
Printed Name: Jennifer M. Lawson  
Title: claims consultant  
Date: June 26, 2014

**WILLIAM LEAMING**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MICHAEL LINSNER**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLATINUM BANCSHARES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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 of Platinum Community Bank

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTINENTAL CASUALTY COMPANY**  
and its property-casualty affiliates

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WILLIAM LEAMING**

By:  (b)(6)  
Printed Name: William Leaming  
Title: CEO  
Date: 6/30/14

**MICHAEL LINSNER**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLATINUM BANCSHARES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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 of Platinum Community Bank

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTINENTAL CASUALTY COMPANY**  
and its property-casualty affiliates

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WILLIAM LEAMING**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MICHAEL LINSNER**

By:  (b)(6)  
Printed Name: MICHAEL LINSNER  
Title: \_\_\_\_\_  
Date: JUNE 30 2014

**PLATINUM BANCSHARES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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 of Platinum Community Bank

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTINENTAL CASUALTY COMPANY**  
and its property-casualty affiliates

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WILLIAM LEAMING**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MICHAEL LINSNER**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLATINUM BANCSHARES, INC.**

By:   
Printed Name: *William Leaming*  
Title: *Director*  
Date: *6/30/14*

(b)(6)