

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 14<sup>th</sup> day of August 2013 ("Effective Date"), by and among the Federal Deposit Insurance Corporation, as receiver of Franklin Bank, S.S.B. and as assignee of certain claims of the trustee in bankruptcy of Franklin Bank Corp. ("FDIC-R"), and Anthony J. Nocella, Alan E. Master, Russell McCann, William B. Rhodes, John B. Selman, Lawrence A. Chimerine, David M. Golush, Robert A. Perro, Lewis S. Ranieri and James A. Howard, by and through their respective undersigned counsel (collectively, the "Settling Defendants"). The FDIC-R and the Settling Defendants are referred to collectively herein as the "Parties."

### RECITALS

WHEREAS, Franklin Bank, S.S.B. ("Franklin" or "Bank") was a Texas state savings bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, and a wholly-owned subsidiary of Franklin Bank Corp., a Texas-based savings and loan holding company ("Holding Company"); and

WHEREAS, the Settling Defendants served as directors, officers and/or employees of Franklin and/or the Holding Company; and

WHEREAS, on or about November 7, 2008, the Texas Department of Savings and Mortgage Lending closed Franklin, whereupon the Federal Deposit Insurance Corporation was appointed as receiver for Franklin. 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; and

WHEREAS, the Bank's assets belonging to the FDIC-R include 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, officers, and/or employees of the Bank; and

WHEREAS, on March 13, 2009, the FDIC-R obtained an order of investigation relating to Franklin pursuant to the Federal Deposit Insurance Act, 12 U.S.C. §1818(n) and 12 U.S.C. §1821(d)(2)(I) (“Order of Investigation”); and

WHEREAS, on November 11, 2010, the trustee in bankruptcy of the Holding Company (the “Trustee”) filed a Complaint against the Settling Defendants and Glen Mealey in the United States Bankruptcy Court for the District of Delaware, George L. Miller, Chapter 7 Trustee of the Estate of Franklin Bank Corporation v. Lewis S. Ranieri, et al., Adv. Proc. No. 10-55350 (CSS) (Bankr. Ct. D. Del.) (the “Bankruptcy Action”), which asserted certain claims against the Settling Defendants; and

WHEREAS, on March 10, 2011, the United States Bankruptcy Court for the District of Delaware approved a settlement agreement between the Trustee and the FDIC-R, which, among other things, provided for the Trustee’s assignment to the FDIC-R of any and all claims of the Trustee against the Settling Defendants; and

WHEREAS, on June 10, 2011, the FDIC-R was substituted for the Trustee as the plaintiff in the Bankruptcy Action; and

WHEREAS, the FDIC-R and the Settling Defendants entered into a Tolling Agreement on August 31, 2011, as amended most recently on July 19, 2013 (“Tolling Agreement”), pursuant to which, inter alia, the FDIC-R voluntarily dismissed the Bankruptcy Action, without prejudice, on September 9, 2011; and

WHEREAS, the FDIC-R may assert any and all claims, demands, contracts, obligations, damages, actions, and/or causes of action, direct or indirect, in law or in equity, belonging to it.

whether known or unknown, whether as successor, assignee, or any other capacity (including as assignee of claims of the Trustee), against the Settling Defendants, related in any way to their performance, nonperformance, or manner of performance of their respective functions, duties, responsibilities and acts as directors, officers and/or employees of the Bank and/or the Holding Company (the "FDIC-R Claims"), as to which each Settling Defendant fully and completely denies there is any basis; and

WHEREAS, the Settling Defendants may assert any and all claims or counter-claims, demands, contracts, obligations, damages, actions, and/or causes of action, direct or indirect, in law or in equity, belonging to them, whether known or unknown, against the FDIC-R, relating to the Bank or the Holding Company (the "D/O Claims"), as to which the FDIC-R fully and completely denies there is any basis; and

WHEREAS, the Parties wish to fully, finally and forever settle and discharge one another from and against the FDIC-R Claims and the D/O Claims, and to further release certain additional claims of the FDIC-R with respect to other Covered Persons (as defined below), on the terms and conditions set forth herein; and

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

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

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

A. As an essential covenant and condition to this Agreement, on or before 21 business days following the latter of (1) the Effective Date; (2) the entry of a United States

Bankruptcy Court Order authorizing and approving the Settlement Payment (as defined below) (hereinafter, "Order Approving Payment"); (3) the expiration of the period within which a person may seek appeal of such Order; or (4) if any appeal as to such Order is filed and not dismissed or withdrawn, the day the Order is upheld on appeal in all material respects and is no longer subject to further appeal or review, the Settling Defendants, jointly and severally, agree to cause their insurers to pay the FDIC-R the sum of EIGHT MILLION DOLLARS (\$8,000,000.00) (the "Settlement Payment"). Promptly after this Agreement has been fully executed, the Settling Defendants shall file a motion for the Order Approving Payment.

B. The Settlement Payment shall be made payable to FDIC, as Receiver for Franklin Bank, and delivered by check or direct wire transfer to:

**If by check:**

(b)(4) ADDRESS: JPMorgan Chase [redacted] Attn: FDIC (b)(4)  
Receivership Lock Box [redacted] 14800 Frye Road, 2nd  
Floor, Fort Worth, TX 76155

**If by wire:**

(b)(4) ADDRESS: Federal Home Loan Bank of New York, New  
York Main Office, 101 Park Avenue, New York NY  
10178-0599. 212-681-6000 (Tel. number); 212-441-  
6890 (Fax number)

(b)(4) ROUTING #: [redacted]

(b)(4) FOR CREDIT TO: FDIC National Liquidation Account,  
Account # [redacted]

(b)(4) OBI: Asset number [redacted]-Franklin Bank S.S.B.,  
Houston, TX (FIN 10021); Professional Liability [redacted] (b)(4)  
DIF Fund - Contact John Vitale, Asset Manager, 972-761  
2509; Peter M. Casey, 703-516-1383, reference Franklin  
Bank S.S.B., Houston, TX (FIN 10021) Professional  
(b)(4) Liability [redacted] DIF Fund.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by Subsection A above, then the FDIC-R, in its sole discretion, shall have the right to.

1. extend the period of time for payment, including interest accruing from the date determined by Subsection A above, through the date of payment in full at a rate calculated in accordance with 26 U.S.C. §6621(a) (2);

2. at any time prior to receipt of payment in full (including accrued interest), declare this Agreement null and void; provided, however, that in the event the FDIC-R elects to do so, it shall refund any portion of the Settlement Payment it has received;

3. at any time prior to receipt of payment in full (including accrued interest), enforce this Agreement and, in such event, the Settling Defendants agree to jurisdiction in the United States District Court for the Southern District of Texas, and to pay or cause their insurers to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; and/or

4. seek any other relief available to it in law or equity.

D. Any extension of time for delivery of the Settlement Payment shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to terminate the Agreement or bring an action to enforce the Agreement.

## **SECTION II: Releases.**

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

Upon receipt of the Settlement Payment and except as provided in SECTION II.C. below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges

1. the Settling Defendants and their respective insurers (and insurers' parents, subsidiaries, affiliates, directors, officers, employees, agents, representatives, attorneys,

successors, assigns and reinsurers), agents, representatives, attorneys, heirs, executors, administrators, successors and assigns, from any and all FDIC-R Claims; and

2. all other former directors, officers, and employees of the Bank and/or the Holding Company (collectively, the "Covered Persons") and their respective insurers (and insurers' parents, subsidiaries, affiliates, directors, officers, employees, agents, representatives, attorneys, successors, assigns and reinsurers), agents, representatives, attorneys, heirs, executors, administrators, successors and assigns, and anyone acting on their behalf, from any and all claims, demands, contracts, obligations, damages, actions, and/or causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, whether known or unknown, whether as successor, assignee, or any other capacity (including as assignee of claims of the Trustee), related in any way to their performance, nonperformance, or manner of performance of their respective functions, duties, responsibilities and acts in connection with the Bank and/or the Holding Company; PROVIDED, this release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R relating to the Bank and/or the Holding Company.

B. The Settling Defendants' Release.

Effective simultaneously with the release in SECTION II.A. above, the Settling Defendants, on behalf of themselves individually, and their respective insurers, agents, representatives, attorneys, heirs, executors, administrators, successors and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, agents, representatives, attorneys, successors and assigns, from any and all D/O Claims. In addition, effective simultaneously with the release in SECTION II.A. above, each Settling Defendant, on behalf of himself and his respective insurers, agents, representatives, attorneys, heirs, executors,

administrators, successors and assigns, hereby releases and discharges each of the other Settling Defendants from any and all claims, demands, contracts, obligations, damages, actions, and or causes of action, direct or indirect, in law or in equity, whether known or unknown, related in any way to the Settling Defendants' performance, nonperformance, or manner of performance of their respective functions, duties and acts as directors, officers and/or employees of the Bank and/or the Holding Company.

C. Scope of Releases.

1. The mutual releases set forth herein are given pursuant to Texas law and are to be construed under Texas law, including Tex. Civ. Prac. & Rem. Code Ann. § 33.015(d), which bars claims for contribution by joint tortfeasors and other similar claims. The Parties hereto expressly intend to absolve one another against any claims for contribution, indemnification or similar claims, arising out of or related to the claims released herein, in the manner and to the fullest extent permitted under the law of Texas or any other jurisdiction that might be construed or deemed to apply any claims for contribution, indemnification or similar claims against any person released in this SECTION II.

2. "Unknown" as used in this Agreement means claims the holders do not know or suspect exist in their favor at the time of the release which, if known or suspected by them, would or might have materially affected their decision to settle. The Parties hereby further acknowledge that they are aware that they may hereafter discover facts which exist as of the date of this Agreement in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention that the releases, promises and covenants made herein shall be binding, effective and enforceable and that this settlement shall fully, finally and forever settle and release any and all claims released.

hereby against any of the aforementioned released persons or entities, known or unknown, suspected or unsuspected, which now exist, or heretofore have existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such different or additional facts.

3. 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 the FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than the Bank;

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

c. against any underwriters, issuers or sellers of any securities, or originators of any assets underlying any such securities, purchased, acquired or otherwise obtained by the Bank;

d. against National Union Fire Insurance Company of Pittsburgh and its parents, affiliates, successors and assigns arising under or relating to Financial Institution

(b)(4) \_\_\_\_\_ Bond policy number  and

e. against Great American Insurance Group and its parents, affiliates, successors and assigns arising under or relating to Financial Institution Excess Bond number FS

(b)(4)



4. Notwithstanding any other provision of this Agreement, nothing herein limits, waives, releases, diminishes or compromises the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority to institute administrative enforcement or other proceedings seeking removal, prohibition, civil penalties, restitution or other relief as it may be authorized to seek pursuant to its supervisory or regulatory authority against any person.

5. Notwithstanding any other provision of this Agreement, this Agreement does not waive any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, the United States Securities & Exchange Commission, 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 Victim and Witness Protection Act, 18 U.S.C. § 3663, et seq., if appropriate.

D. Express Reservation of Rights of Bond Carrier.

1. Notwithstanding any other provision, nothing in this Agreement shall release or prejudice the rights of any underwriter of any financial institution bond, fidelity bond, or banker's blanket bond on which the Bank is an insured, to bring any claims by way of subrogation to the claims of the FDIC-R, against a) any directors, officers, or employees of the Bank, including but not limited to the Settling Defendants, in their capacity as directors, officers, or employees of the Bank or in any other capacity, or b) any other individual or entity.

2. Nothing herein shall be construed to admit the existence of, or to establish any claim or cause of action on the part of any bond underwriter by way of subrogation to claims of the FDIC-R, that would not exist had this Agreement not been executed.

3. Nothing in this Agreement shall be construed as waiving, tolling, or otherwise prejudicing any rights, remedies, or defenses possessed by the National Union Fire Insurance Company of Pittsburgh (and/or its parents, affiliates, successors or assigns) under

(b)(4) ~~Financial Institution Bond policy number [redacted] (or any other Financial Institutions Bonds issued by National Union Fire Insurance Company of Pittsburgh, its parents, affiliates, successors or assigns), or any rights, remedies, or defenses possessed by Great American~~

Insurance Group (and/or its parents, affiliates, successors or assigns) under Financial Institution

(b)(4) ~~Excess Bond number [redacted] said rights being expressly reserved by both National Union Fire Insurance Company of Pittsburgh and Great American Insurance Group. This reservation of rights includes, but is not limited to, any statute of limitations or contractual limitations period, discovery, and the timely submission of a sworn proof of loss. The FDIC-R does not concede and reserves its right to contest the existence or applicability of any such rights, remedies, or defenses of National Union Fire Insurance Company of Pittsburgh and Great American Insurance Group.~~

### **SECTION III: Waiver of Dividends and Proceeds From Litigation.**

To the extent, if any, that the Settling Defendants are or were shareholders of the Bank or the Holding Company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the 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 United States government or any agency or department thereof in connection with the Bank, its conservatorship or receivership, Settling Defendants hereby waive any and all rights, title and interest in and to any and all such dividends, payments or other distributions, or proceeds

#### **SECTION IV: Insolvency.**

Each Settling Defendant warrants as to payments made on his behalf that at the time of such payment, he is not insolvent nor will the payment made on his behalf render him insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by each Settling Defendant and not by his counsel.

#### **SECTION V: Termination.**

A. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by SECTION I(A) above, then:

1. the Settling Defendants fully waive, and agree not to assert, the statute of limitations or any other time-based defense with respect to any and all FDIC-R Claims that the FDIC-R may bring; provided, however, that nothing herein shall in any manner revive any FDIC-R Claims that were barred as of August 31, 2011 by any applicable statute of limitations or any other time-based defense.

2. the FDIC-R fully waives, and agrees not to assert, the statute of limitations or any other time-based defense with respect to any and all D/O Claims that the Settling Defendants may bring; provided, however, that nothing herein shall in any manner revive any D/O Claims that were barred as of August 31, 2011 by any applicable statute of limitations or any other time-based defense.

B. Within thirty (30) days of the Bankruptcy Court's declining to enter the Order Approving Payment, the FDIC-R, in its sole discretion, shall have the right to: (a) enter into negotiations with the other Parties concerning an amendment to SECTION I(A) of this Agreement, and/or (b) terminate this Agreement and declare it null and void by written notice to counsel to all other Parties hereto, in which event:

1. the Settling Defendants fully waive, and agree not to assert, the statute of limitations or any other time-based defense with respect to any and all FDIC-R Claims that the FDIC-R may bring; provided, however, that nothing herein shall in any manner revive any FDIC-R Claims that were barred as of August 31, 2011 by any applicable statute of limitations or any other time-based defense.

2. the FDIC-R fully waives, and agrees not to assert, the statute of limitations or any other time-based defense with respect to any and all D/O Claims that the Settling Defendants may bring; provided, however, that nothing herein shall in any manner revive any D/O Claims that were barred as of August 31, 2011 by any applicable statute of limitations or any other time-based defense.

Any negotiations pursuant to SECTION V(B)(a) shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of negotiation, including the right to terminate this Agreement and declare it null and void pursuant to SECTION V(B)(b).

#### **SECTION VI: 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:

Peter M. Casey  
Counsel, Professional Liability Unit  
Federal Deposit Insurance Corp.  
3501 N. Fairfax Boulevard  
Arlington, VA 22229

(b)(6)   
(703) 516-1383

If to Anthony J. Nocella:

James G. Munisteri  
Gardere Wynne Sewell LLP

1000 Louisiana, Suite 3400  
Houston, Texas 77002-5011

(b)(6) [redacted]

If to Alan E. Master, William B. Rhodes, John B. Selman, Lawrence A. Chimerine, David M. Golush, Robert A. Perro, and/or James A. Howard:

Cindy Connolly  
Scott, Douglass & McConnico, LLP  
600 Congress Avenue, Suite 1500  
Austin, Texas 78701-3234

(b)(6) [redacted]

If to Russell McCann:

Sam W. Cruse III  
Gibbs & Bruns LLP  
1100 Louisiana, Suite 5300  
Houston, Texas 77002

(b)(6) [redacted]

If to Lewis S. Ranieri:

William B. Monahan  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004-2498

(b)(6) [redacted]

**SECTION VII: Other Matters.**

A. No Admission of Liability or Wrongdoing.

The 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, wrongdoing, responsibility 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. No Allegation of Violations of Law.

Upon receipt of the Settlement Payment, to the extent the FDIC-R made or would be deemed to have made, by its substitution for the Trustee as the plaintiff in the Bankruptcy Action, any allegation that the Settling Defendants (i) violated any law, regulation or order issued by a federal or state banking agency; (ii) breached a written agreement with a federal or state banking agency or with Franklin or the Holding Company; (iii) engaged in an unsafe or unsound practice in conducting the affairs of Franklin or the Holding Company; or (iv) breached a fiduciary duty owed to Franklin or the Holding Company, then the FDIC-R withdraws all such allegations, if any, effective *nunc pro tunc* to June 10, 2011, and shall not be deemed to have been adverse to the Settling Defendants.

C. Execution.

This Agreement and the settlement reflected herein shall not be binding or enforceable until this Agreement has been executed by all the Parties hereto. 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 Party or Parties subscribed thereto upon the execution by all Parties to this Agreement.

D. Binding Effect.

All of the undersigned persons represent and warrant that they 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 Parties and their respective heirs, executors, administrators, representatives, insurers (and insurers' affiliates), attorneys, successors and assigns.

E. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. No representations, warranties or inducements have been made to or relied on by any Party concerning this Agreement other than those contained therein.

F. Amendments.

This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing by the Party or Parties bound thereby, or by their respective authorized attorney(s) or other representative(s).

G. Reasonable Cooperation.

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

H. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the internal laws of the State of Texas, without regard to its conflicts of laws

I. Forum.

Any legal action brought to enforce this Agreement shall be brought in the United States District Court for the Southern District of Texas.

J. Advice of Counsel.

Each Party hereby 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.

K. Severability.

If any provision of this Agreement is held unenforceable, then such provision will, if possible, be modified to be enforceable but still reflect the Parties' intentions. In any event, the remaining provisions of this Agreement shall remain in full force and effect.

L. Title and Captions.

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

M. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any Party by reason of which Party drafted it.



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 Franklin Bank, S.S.B.

(b)(6)

Date: August \_\_\_\_\_, 2013 BY:



TITLE: Counsel, Professional Liability Unit

PRINT NAME: Peter M. Casey

ANTHONY J. NOCELLA

Date: August \_\_\_\_\_, 2013 BY:

TITLE: Counsel

PRINT NAME: James G. Munisteri

ALAN E. MASTER, WILLIAM B. RHODES, JOHN B. SELMAN, LAWRENCE A. CHIMERINE, DAVID M. GOLUSHI, ROBERT A. PERRO, AND JAMES A. HOWARD

Date: August \_\_\_\_\_, 2013 BY:

TITLE: Counsel

PRINT NAME: Cindy Conolly

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 Franklin Bank, S.S.B.

Date: August \_\_\_\_, 2013 BY:

TITLE: Counsel, Professional Liability Unit

PRINT NAME: Peter M. Casey

ANTHONY J. NOCELLA

(b)(6) \_\_\_\_\_  
Date: August 14, 2013 BY:

TITLE: Counsel

PRINT NAME: James G. Munisteri

ALAN E. MASTER, WILLIAM B. RHODES, JOHN B.  
SELMAN, LAWRENCE A. CHIMERINE, DAVID M.  
GOLUSH, ROBERT A. PERRO, AND JAMES A.  
HOWARD

Date: August \_\_\_\_, 2013 BY:

TITLE: Counsel

PRINT NAME: Cindy Connolly

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FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for Franklin Bank, S.S.B.

Date: August \_\_\_\_, 2013 BY:

TITLE: Counsel, Professional Liability Unit

PRINT NAME: Peter M. Casey

ANTHONY J. NOCELLA

Date: August \_\_\_\_, 2013 BY:

TITLE: Counsel

PRINT NAME: James G. Munisteri

ALAN E. MASTER, WILLIAM B. RHODES, JOHN B.  
SELMAN, LAWRENCE A. CHIMERINE, DAVID M.  
GOLUSH, ROBERT A. PERRO, AND JAMES A.  
HOWARD

(b)(6)

Date: August 13, 2013 BY:

[Redacted Signature]

TITLE: Counsel

PRINT NAME: Cindy Connolly

RUSSELL MCCANN

(b)(6)

Date: August 14, 2013 BY:

[Redacted Signature]

TITLE: Counsel

PRINT NAME: Sam W. Cruse III

LEWIS S. RANIERI

(b)(6)

Date: August 9, 2013

BY:

[Redacted Signature]

TITLE: Counsel

PRINT NAME: William B. Monahan