

SETTLEMENT AND RELEASE AGREEMENT

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

The Plaintiff Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico, Hato Rey, Puerto Rico (“FDIC-R”), and Juan Agosto-Alicea, Daphne Bouet-Grana, and the Agosto-Bouet Conjugal Partnership; the heirs of Laureano Carus-Abarca, who are Nilsa González-Artigas, Javier Carus-González, Mónica Carus-González, Nilsa Carus-González, and Laureano Carus-González, and Nilsa González-Artigas, in her capacity as defendant, and the Carus-González Conjugal Partnership; José Manuel González Lucía, in his capacity as the heir of Ileana M. Colón-Carlo, and Roberto Díaz Díaz, in his capacity as Executor of the Estate of Ileana Colón-Carlo; Benigno R. Fernández-Rosario, Jacqueline McNee, and the Fernández-McNee Conjugal Partnership; Melba Figuroa-Padilla; Roberto Gorbea-Frontera, Nellie Díaz-Pabón, and the Gorbea-Díaz Conjugal Partnership; the heirs of Eduardo McCormack, who are Carlos McCormack, Eduardo McCormack Jr., and Jorge McCormack; Iván Méndez, Raquel Miro-Cordero, and the Méndez-Miro Conjugal Partnership; Rafael Nin-Torregrosa, Doris Price, and the Nin-Price Conjugal Partnership; Gilberto Rivera-Arreaga, Grisel Fuentes, and the Rivera-Fuentes Conjugal Partnership; Rolando Rodríguez-Mancebo, María Vina, and the Rodríguez-Vina Conjugal Partnership; Enrique Umpierre-Suárez; Ramon Prats, Teresita Noble-Fernandez, and the Prats-Noble Conjugal Partnership; Victor Irizarry-Ortiz, Adriana Roig-Lopez, and the Irizarry-Roig Conjugal Partnership; Luis Berrios, Rosa Caamano-Lopez, and the Berrios-Caamano Conjugal Partnership; the heirs of Joseph Abrahamson, who are Margarita Colon, Andrew James Abrahamson-Colon, Anthony Joel Abrahamson-Colon, Joseph Alexei Abrahamson-Colon, and Margarita Colon, in her capacity as defendant, and the Abrahamson-

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Colon Conjugal Partnership; (collectively "Settling D&O Defendants"); James Lynn Rios, Sylvia Díaz-Rodríguez, and the Lynn-Díaz Conjugal Partnership (collectively "Defendant Lynn"); and Víctor L. Galán-Fundora, Magdalena Martínez, and the Galán-Martínez Conjugal Partnership; the heirs of Víctor J. Galán-Álvarez, who are Nélica Fundora-Pérez, Víctor Galán-Fundora, Lourdes Galán-Fundora and Ana María Galán-Fundora, Nélica Fundora-Perez, in her capacity as defendant, and the Galán-Fundora Conjugal Partnership (collectively "Settling Galáns"), and XL Specialty Insurance Company ("Insurer") (individually, the FDIC-R, the Settling D&O Defendants, Defendant Lynn, the Settling Galáns, and the Insurer may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to April 30, 2010, R-G Premier Bank of Puerto Rico, Hato Rey, Puerto Rico ("Bank") was a depository institution organized and existing under the laws of the Commonwealth of Puerto Rico;

On April 30, 2010, the Puerto Rico Office of the Commissioner of Financial Institutions closed the Bank and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets;

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

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On January 18, 2012, the FDIC-R filed a complaint for money damages now pending in the action *Federal Deposit Insurance Corporation as Receiver of R-G Premier Bank of Puerto Rico v. Galán-Álvarez, et al.*, United States District Court for the District of Puerto Rico in Case Number 3:12-cv-1029 (PAD) (“D&O Action”). The Settling D&O Defendants, Defendant Lynn, the Settling Galáns, and the Insurer have denied liability in the D&O Action.

(b)(4) Insurer issued a Management Liability and Company Reimbursement Policy numbered [REDACTED] for the period November 30, 2008 – December 30, 2010 (“MLP Policy”), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the MLP Policy. (b)(4) Insurer also issued a Classic A-Side Management Liability Policy numbered [REDACTED] for the period November 30, 2008 - December 30, 2010 (“Side A Policy”) which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Side A Policy. The MLP Policy and the Side A Policy may be referred to herein collectively as the “Policies”. The Settling D&O Defendants and the Settling Galáns asserted claims for coverage under the Policies. Insurer has reserved its rights to deny coverage under the MLP Policy and has denied coverage under the Side A Policy for claims asserted by FDIC-R against the Settling D&O Defendants and the Settling Galáns. Insurer has advanced Defense Expenses, as that term is defined in, and pursuant to the terms and conditions of, the MLP Policy to the Settling D&O Defendants and the Settling Galáns for claims asserted by the FDIC-R against the Settling D&O Defendants and the Settling Galáns. On September 6, 2016, Insurer filed an interpleader action against the FDIC-R, the Settling D&O Defendants and the Settling Galáns seeking a declaration of its rights and obligations under the MLP Policy with regard to the claims asserted by the FDIC-R in the D&O Action. That action is *XL Specialty Insurance Company v. Federal Deposit Insurance Corporation as Receiver of R-G Premier Bank of Puerto*

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Rico, et al., Case 3:16-cv-02594-PAD, now pending in the United States District Court for the District of Puerto Rico (“Interpleader Action”). The court granted the interpleader orally from the bench on October 25, 2017, and any payments under the MLP Policy after that date require court approval.

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

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

SECTION I: Payment to FDIC-R

A. As an essential covenant and condition to this Agreement, the Settling D&O Defendants, Defendant Lynn, the Settling Galáns, and Insurer agree to make payments to the FDIC-R as follows, such payments totaling Twenty-Eight Million Seven Hundred Sixty-One Thousand Six Hundred and Five dollars (\$28,761,605.00) (“Settlement Payments”).

The payment obligations set forth in Section I.A of Insurer, the Settling D&O Defendants, Defendant Lynn, and the Settling Galáns are several, separate, and independent:

1. Subject to all of the conditions below, Insurer shall pay a total of Eight Million dollars (\$8,000,000.00), comprised of the “MLP Policy Payment” and the “Side A Policy Payment” (collectively, the “Insurer Payments”), as follows:

a. **MLP Policy Payment:** Four Million dollars (\$4,000,000.00) from the MLP Policy, provided that any payment from the MLP Policy is subject to the prior issuance from the Court presiding over the Interpleader Action of an order approving payment of the MLP Policy Payment, which approval Insurer shall seek within five (5) days of execution of this

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Agreement, by filing an Unopposed Motion to Pay MLP Settlement Funds, together with any outstanding Defense Expenses, and discharging XL Specialty of any further liability under the MLP Policy, in the form attached hereto as Exhibit A, which is to be executed concurrently with the execution of this Agreement by the parties to the Interpleader Action. Upon issuance of an order approving payment of the MLP Policy Payment, Insurer will cause the MLP Policy Payment to be made to the FDIC-R within twenty (20) business days from the date of the order, or by February 25, 2020, whichever date is later. Under no circumstances will Insurer have any obligation under the MLP Policy except as ordered by the Court in the Interpleader Action; and

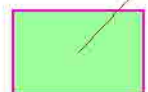
b. **Side A Policy Payment:** Four Million dollars (\$4,000,000.00) from the Side A Policy. Under no circumstances will Insurer have any obligation to pay more than the Side A Policy Payment from the Side A Policy, and the Side A Policy Payment is conditioned on full execution of this Agreement by all of the Parties. Insurer will cause the Side A Policy Payment to be made to the FDIC-R within twenty (20) business days following the execution of this Agreement in full by all parties or by February 25, 2020, whichever date is later.

2. The Settling D&O Defendants, Defendant Lynn, and the Settling Galáns shall collectively pay a total of Twenty Million Seven Hundred Sixty-One Thousand Six Hundred and Five dollars (\$20,761,605.00), as follows:

a. The Settling D&O Defendants and Defendant Lynn shall make their respective payments to the FDIC-R on or before February 25, 2020.

b. The Settling Galáns shall pay the "Settling Galáns Payment" to the FDIC-R along with interest at the rate of 1.75% per annum from February 25, 2020, through the date of payment, on or before the earlier of ten (10) calendar days from the issuance of the Lien Cancellation Certificate from the Puerto Rico Treasury releasing the assets of the estate of Victor

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J. Galan-Alvarez (the "Estate") or by September 4, 2020. The Settling Galáns and the FDIC-R shall execute concurrently with the execution of this Agreement a Joint Motion for entry of a Stipulated Order Freezing the Estate Assets, to be filed in the D&O Action ("Freeze Motion") with a proposed Order ("Agreed Freeze Order") informing the Court of this Agreement and the Settling Galáns Payment obligation to the FDIC-R, stipulating to and requesting the Court to issue an order prohibiting the administrator, Defendant Nérida Fundora-Pérez, from making any distribution, disbursement, or disposition of any assets of the Estate prior to payment to the FDIC-R of the Settling Galáns Payment, except for funds that the Puerto Rico Treasury Department determines are owed by the Estate or are deemed necessary by the Puerto Rico Treasury, and asking the Court to retain jurisdiction for an upcoming Unfreeze Motion and Agreed Order, as defined here. The limitations in the Agreed Freeze Order shall be consistent with the current Puerto Rico Treasury limitations which are specified in Section 2051.07 of the Puerto Rico Internal Revenue Code of 2011, as amended from time to time, and shall allow for the expenses necessary for the ordinary course of the business and administration of the Estate. The Freeze Motion and the Agreed Freeze Order, shall be filed in the D&O Action by counsel for the FDIC-R simultaneously with the execution of this Agreement by all Parties. The Settling Galáns and the FDIC-R shall also execute concurrently with the execution of this Agreement, a Joint Unfreeze Motion along with a proposed Agreed Order (the "Unfreeze Motion and Agreed Order") informing the Court in the D&O Action that the Settling Galáns Payment to the FDIC-R has been paid in full, and asking the Court to remove all restrictions imposed as a result of the Agreed Freeze Order. The Unfreeze Motion and Agreed Order will be held in trust by counsel for the FDIC-R and filed in the D&O Action within ten (10) days from the FDIC-R's receipt of the Settling Galáns Payment in full. The agreed forms for the joint filing for entry of the Agreed

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Freeze Order, and the Unfreeze Motion and Agreed Order are attached hereto as Exhibit D 1-4. The Settling Galáns shall also complete or cause to be completed the inventory of the Estate and file or cause to be filed the Estate Tax Return with the Puerto Rico Treasury on or before May 30, 2020, and provide the FDIC-R with written notice of such filing.

B. The Settling D&O Defendants, Defendant Lynn, the Insurer, and the Settling Galáns shall deliver or cause their respective Settlement Payments to be delivered to the FDIC-R by direct wire transfer to:

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BANK: Federal Home Loan Bank of New York
ROUTING #: [REDACTED]
FOR CREDIT TO: FDIC National Liquidation Account
ACCOUNT #: [REDACTED]
New York Main Office
101 Park Avenue
New York, NY 10178-0599
212-681-6000
212-441-6890 Fax

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OTHER BENEFICIARY INFORMATION (OBI):

1. Fund code: [REDACTED] - Asset No. [REDACTED]
2. Notify: [REDACTED]
3. R-G Premier Bank of Puerto Rico – D&O Settlement

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In the event that any of the Settlement Payments are not delivered in full to the FDIC-R within the time periods set forth in Section I.A of this Agreement, interest shall accrue on all unpaid amounts at the rate of 5% per annum from the date the Settlement Payment was due until the date of payment. Such interest is to be paid solely by the Party or Parties who did not timely deliver their or its portion of the Settlement Payments.

C. If the FDIC-R does not receive the Settlement Payments in full on or before the dates determined by Section I.A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payments in full (including all accrued

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interest) to:

1. Extend the period of time for the Settlement Payments, including interest accruing from the date determined by Section I. B above, through the date of payment at the rate of 5% per annum, by the Party or Parties who failed to timely pay their portion of the Settlement Payments in full; the identity of and amount due from any such Party or Parties shall be disclosed by that Party's counsel to the FDIC-R within five (5) calendar days of the date the settlement payment was due; or

2. Enforce this Agreement against any Party who has not paid their or its share of the Settlement Payments, in which event each non-paying Party agrees to jurisdiction in the United States District Court for the District of Puerto Rico and that, if the FDIC-R prevails in enforcing this Agreement, the non-paying Party or Parties will pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement, move to vacate any dismissal order, to which the Settling D&O Defendants, Defendant Lynn, the Settling Galáns, and Insurer agree to consent, and re-institute an action on the FDIC-R's claims against the Settling D&O Defendants, Defendant Lynn, the Settling Galáns, and Insurer. The Settling D&O Defendants, Defendant Lynn, the Settling Galáns, and Insurer further agree to waive any defense based on any statute of limitations that would bar any of the FDIC-R's claims and waive all objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed. If the FDIC-R exercises its right to terminate this Agreement, then within forty-five (45) calendar days of termination, the FDIC-R shall return to each Party the full amount that has been paid by such Party pursuant to this Agreement; and/or

4. Seek any other relief available to it in law or equity against the Party who

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has not paid its share of the Settlement Payments.

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

SECTION II: Stipulation and Dismissal

Within ten (10) business days after the latter of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the Settling D&O Defendants and Defendant Lynn Payments and the Insurer Payments, plus any accrued interest, the FDIC-R shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties hereto, in the form attached hereto as Exhibit B, in the D&O Action, and Insurer shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties thereto, in the form attached hereto as Exhibit C, in the Interpleader Action.

SECTION III: Releases

A. The FDIC-R's Releases.

1. Upon receipt of the Settling D&O Defendants and Defendant Lynn Payment and the Insurer Payments in full and except as provided in Section III.E., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges:

a. The Settling D&O Defendants and Defendant Lynn, and their respective heirs, executors, trustees, administrators, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling D&O Defendants' and

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Defendant Lynn's respective functions, duties and actions as officers, directors, employees and/or independent contractors of the Bank, including without limitation the causes of action alleged in the D&O Action; and

b. Insurer, 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 Policies, including without limitation the causes of action alleged in the D&O Action and the Interpleader Action. As part of this release of the Insurer, the FDIC-R agrees that any interest it may have under the Policies is extinguished.

c. Except for the Settling D&O Defendants, Defendant Lynn, and the Settling Galáns, all other former directors, officers, and employees of the Bank (collectively, the "Covered Persons") and their respective heirs, executors, trustees, administrators, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Covered Persons' respective functions, duties and actions as directors, officers and/or employees of the Bank including without limitation the causes of action alleged in the D&O Action. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

2. Upon receipt of the Settling Galáns Payment in full and except as provided in Section III.E., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Galáns, and their respective heirs, exccutors, trustees, administrators,

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representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Galáns' respective functions, duties and actions as officers and/or directors of the Bank, including without limitation the causes of action alleged in the D&O Action.

B. The Settling D&O Defendants' and Defendant Lynn's Release to the FDIC-R.

Effective simultaneously with the releases granted in Section III.A.1. above, the Settling D&O Defendants and Defendant Lynn, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling D&O Defendants' and Defendant Lynn's respective functions, duties and actions as officers, directors, employees, and/or independent contractors of the Bank including without limitation the causes of action alleged in the D&O Action.

C. The Insurer's Release to the FDIC-R.

Effective simultaneously with the releases granted in Section III.A.1. above, Insurer, 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 the FDIC-R, and its employees, officers, directors, agents, representatives, attorneys, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies, including without limitation

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the causes of action alleged in the D&O Action and the Interpleader Action.

D. The Settling Galáns' Release to the FDIC-R.

Effective simultaneously with the release granted to the Settling Galáns in Section III.A.2. above, the Settling Galáns', on behalf of themselves individually, and their respective heirs, exccutors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Galáns' respective functions, duties and actions as officers and/or directors of the Bank including without limitation the causes of action alleged in the D&O Action.

E. Exceptions from Releases by FDIC-R.

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

a. Against the Settling D&O Defendants, Defendant Lynn, the Insurer, the Settling Galáns, or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

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

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

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

F. The Settling D&O Defendants, Defendant Lynn's and the Settling Galáns' Mutual Releases to Each Other.

Effective simultaneously with the release granted in Section III.A.1. above, the Settling D&O Defendants, Defendant Lynn, and the Settling Galáns, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby release and discharge each of the other Settling D&O Defendants, Defendant Lynn, and Settling Galáns, from all contribution, apportionment and indemnity rights, claims and causes of action arising out of or relating to the causes of action that were asserted or could have been asserted in the D&O Action and/or the Interpleader Action.

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G. The Settling D&O Defendants' and Settling Galáns' Release to Insurer.

Effective simultaneously with the releases granted in Section III.A.1, B., C., and F. above, the Settling D&O Defendants and the Settling Galáns, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns (the "Settling D&O Defendants and Settling Galáns Related Parties") hereby release and forever discharge Insurer and its predecessors, successors, parents, subsidiaries, affiliates, assigns, transferees, representatives, directors, officers, employees, shareholders, members, partners, principals, agents, attorneys, trustees, insureds and reinsurers (the "Insurer Related Parties"), from any and all claims, potential claims, rights, damages, debts, liabilities, accounts, attorneys' fees, reckonings, obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, including but not limited to any claim for misrepresentations, fraud, indemnity, contribution, breach of contract, breach of duty, negligence, "bad faith," violation of statute or regulation, unfair claims handling, or damages of any kind whatsoever, which the Settling D&O Defendants, the Settling Galáns, and/or any of the Settling D&O Defendants and Settling Galáns Related Parties, respectively now has, owns, or holds or at any time heretofore had, owned, or held, arising out of, related to, based upon, by reason of, or in any way involving:

1. the D&O Action or the allegations in the D&O Action, including any subsequent claims, demands, or potential claims or demands;
2. the facts, circumstances, situations, transactions and events underlying the D&O Action and/or the Interpleader Action; and
3. the Policies.

The Settling D&O Defendants and the Settling Galáns acknowledge that upon receipt of

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the Insurer Payments by the FDIC-R, Insurer has no further obligation whatsoever to the Settling D&O Defendants and the Settling Galáns, under the Policies or otherwise, unless the FDIC terminates this Agreement under Section I.C., except to pay Defense Expenses on behalf of the Settling D&O Defendants and Settling Galáns under the MLP Policy to the extent such payments are ordered by the Court in the Interpleader Action.

H. Insurer's Release to the Settling D&O Defendants and Settling Galáns.

Effective simultaneously with the releases granted in Section III.A.1, B., C., and F. above, Insurer, on behalf of itself and the Insurer Related Parties, hereby releases, forever discharges, and agrees not to pursue the Settling D&O Defendants, the Settling Galáns, and the Settling D&O Defendants and Settling Galáns Related Parties, for or from any and all claims, potential claims, rights, damages, debts, liabilities, accounts, attorneys' fees, reckonings obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, which Insurer and/or any of the Insurer Related Parties respectively now has, owns, or holds or at any time heretofore had, owned, or held, arising out of, related to, based upon, by reason of or in any way involving:

1. the D&O Action or the allegations in the D&O Action, including any subsequent claims, demands, or potential claims or demands;
2. the facts, circumstances, situations, transactions and events underlying the D&O Action and/or the Interpleader Action; and
3. the Policies.

I. Exceptions from Mutual Releases by the Settling D&O Defendants, Defendant Lynn, the Settling Galáns and Insurer.

The releases set forth in Section III.F-H. shall not apply to any claims by the Settling D&O Defendants, Defendant Lynn, the Settling Galáns and Insurer for breach of this Agreement. The

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Settling D&O Defendants, Defendant Lynn, the Settling Galáns and Insurer retain the right to bring suit to enforce this Agreement or damages arising from any breach thereof.

SECTION IV: Waiver of Dividends and Proceeds from Litigation

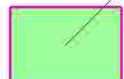
To the extent, if any, that Settling D&O Defendants, Defendant Lynn, Settling Galáns, or Insurer are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in connection with the Bank, its conservatorship, or receivership, Settling D&O Defendants, Defendant Lynn, Settling Galáns, and Insurer 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 distributions, or proceeds.

SECTION V: Representations and Acknowledgements

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, trustees, administrators, representatives, successors and assigns.

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

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this Agreement has been explained to that Party by his or her counsel.

C. Financial Disclosure Representation. The Settling D&O Defendants, Defendant Lynn, and the Settling Galáns, have submitted financial information to the FDIC-R including financial statements and herein affirms that his/her financial information is true and accurate as of the date of this Agreement. The Settling D&O Defendants, Defendant Lynn, and the Settling Galáns each expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling D&O Defendants, Defendant Lynn, and the Settling Galáns. The FDIC-R has no obligation to independently verify the completeness or accuracy of that financial information. If the FDIC-R establishes via a final adjudication in an appropriate judicial forum that a Settling D&O Defendant, Defendant Lynn, or the Settling Galáns failed to disclose any material interest, legal, equitable, or beneficial, in any asset, that Party agrees to cooperate fully with the FDIC-R to provide updated financial information and to pay to the FDIC-R the lesser of (1) the value of the Party's undisclosed material interest in such asset(s); or (2) the amount of unpaid damages alleged against that Party.

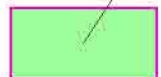
SECTION VI: Reasonable Cooperation

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

SECTION VII: Other Matters

A. No Admission of Liability. The undersigned Parties each acknowledge and agree

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that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

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

C. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the Commonwealth of Puerto Rico.

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

If to the FDIC-R:

John V. Church
Counsel, Federal Deposit Insurance Corporation
3501 Fairfax Dr., B-7056
Arlington, VA 22226
Telephone: (703)-516-1394
Email: [REDACTED]

(b)(6)

Patrick J. Richard
James H. Vorhis
NOSSAMAN LLP
50 California St., 34th Floor
Suite 1000
San Francisco, CA 94111
Telephone: (415)-398-3600
Email: [REDACTED]

(b)(6)

(b)(6)

[REDACTED]

and

Jairo A. Mellado-Villareal
MELLADO & MELLADO VILLAREAL
165 Ponce de Leon Ave., Ste. 202
San Juan, PR 00917-1233
Telephone: (787)-767-2600
Email: [REDACTED]

(b)(6)

If to the Settling D&O Defendants, Defendant Lynn, or the Settling Galáns:

Andrés Rivero
Maria Paula Aguila
RIVERO MESTRE LLP
2525 Ponce de Leon Boulevard
Suite 1000
Miami, Florida 33134
Telephone: (305)-445-2500
Fax: (305)-445-2505
Email: [REDACTED]

(b)(6)

Carlos Jose Onetti Irizarry
CARLOS J. ONETTI IRIZARRY LAW OFFICES
Triple S Plaza
1510 F.D. Roosevelt Avenue
Suite 9-A-1
Guaynabo, Puerto Rico 00968
Tels.: (787) 250-8041 / (787) 406-9355
Fax: (787)-250-8042
Emails: [REDACTED]

(b)(6)

Harry Anduze-Montano
HARRY ANDUZE MONTANO LAW OFFICE
1250 Avenida Ponce de León
Edificio San José Suite 805
San Juan, PR 00907
Telephone: (787)-723-7171
Fax: (787)-723-7278
Email: [REDACTED]

(b)(6)

(b)(6)

(b)(6)

Rafael M. Arrillaga-Romany
15 Taft Street, Suite 402
San Juan, Puerto Rico 00911
Telephone: (787) 564-1735
Email: [REDACTED]

(b)(6)

Juan R. Rivera-Font
JUAN R. RIVERA FONT LLC
27 Gonzalez Giusti Ave., Suite 602
Guaynabo, PR 00968
Telephone: (787)-751-5290
Fax: (787)-751-6155
Email: [REDACTED]

(b)(6)

Roberto Abesada-Aguet
CORREA ACEVEDO & ABESADA LAW OFFICE, PSC
Centro Int'l. de Mercadeo, Torre II
Carr. 165 #90, Suite 407
Guaynabo, PR 00968
Telephone: (787)-273-8300
Fax: (787)-273-8371
Email: [REDACTED]

(b)(6)

Maria Cristina Mullan-Davila
RIOS GAUTIER LAW OFFICE
27 Gonzalez Giusti Ave.
Suite 300
Guaynabo, PR 00968
Telephone: (787)-753-7750
Fax: (787)-759-6768
Email: [REDACTED]

and

(b)(6)

Ignacio Rivera-Cordero
RIVERA, BARRETO & TORRES MANZANO LAW OFFICE
PO Box 9023880
San Juan, PR 00902-3880
Telephone: (787)-724-6398
Fax: (787)-725-1974
[REDACTED]

(b)(6)

[REDACTED]

If to Insurer:

Charles C. Lemley
WILEY
1776 K St NW
Washington, D.C. 20006
Telephone: (202)-719-7000
Fax: (202)-719-7049
Email: [REDACTED]

(b)(6)

and

Harold D. Vicente-Colon
VINCENTE & CUEBAS
PO Box 11609
San Juan, Puerto Rico 00910
Telephone: (787)-751-8000
Fax: (787)-756-5250
Email: [REDACTED]

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

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

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

H. Drafting. The Parties and their counsel each have contributed to this Agreement. No provision of this Agreement shall be construed against any Party by reason of authorship.

(b)(6)


[REDACTED]

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 R-G PREMIER BANK OF PUERTO RICO

(b)(6)

Date: 2/18/20

BY: 
PRINT NAME: JOHN V. Church
TITLE: Counsel

JUAN AGOSTO-ALICEA

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

DAPHNE BOUET-GRANA

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

CONJUGAL PARTNERSHIP AGOSTO-BOUET

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)



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 R-G PREMIER BANK OF PUERTO RICO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

JUAN AGOSTO-ALICEA

Date: 2/12/2020

BY: [Redacted]

PRINT NAME: JUAN AGOSTO-ALICEA

TITLE: Retired

(b)(6)

DAPHNE BOUET-GRANA

Date: 2/12/2020

BY: [Redacted]

PRINT NAME: Daphne G. Bouet GRANA

TITLE: Retired

(b)(6)

CONJUGAL PARTNERSHIP AGOSTO-BOUET

Date: 2/12/2020

BY: [Redacted]

PRINT NAME: JUAN AGOSTO-ALICEA

TITLE: Retired

(b)(6)

[Redacted]

THE HEIRS OF LAUREANO CARUS-ABARCA:

(b)(6)

Date: 2/14/2020

NILSA GONZÁLEZ-ARTIGAS

BY: 

PRINT NAME: Nilsa González Artigas

TITLE: _____

(b)(6)

Date: 2/14/2020

JAVIER CARUS-GONZÁLEZ

BY: 

PRINT NAME: JAVIER CARUS

TITLE: _____

(b)(6)

Date: 2/14/2020

MÓNICA CARUS-GONZÁLEZ

BY: 

PRINT NAME: Mónica Carus González

TITLE: _____

(b)(6)

Date: 2/14/2020

NILSA CARUS-GONZÁLEZ

BY: 

PRINT NAME: Nilsa Carus González

TITLE: _____

(b)(6)

Date: 2/14/2020

LAUREANO CARUS-GONZÁLEZ

BY: 

PRINT NAME: Laureano Carus

TITLE: _____


(b)(6)



Date: 2/14/2020

NILSA GONZÁLEZ-ARTIGAS, in her capacity as defendant

(b)(6)

BY: 

PRINT NAME: Nilsa González Artigas

TITLE: _____

Date: 2/14/2020

CONJUGAL PARTNERSHIP CARUS-GONZÁLEZ

(b)(6)

BY: 

PRINT NAME: Nilsa González Artigas

TITLE: _____

THE HEIR OF ILEANA M. COLÓN-CARLO:

JOSÉ MANUEL GONZÁLEZ LUCÍA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ROBERTO DÍAZ DÍAZ IN HIS CAPACITY AS EXECUTOR OF THE ESTATE OF ILEANA M. COLÓN-CARLO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

BENINGNO R. FERNÁNDEZ-ROSARIO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)



**NILSA GONZÁLEZ-ARTIGAS, in her capacity
as defendant**

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**CONJUGAL PARTNERSHIP CARUS-
GONZÁLEZ**

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

THE HEIR OF ILEANA M. COLÓN-CARLO:

(b)(6)

JOSÉ MANUEL GONZÁLEZ LUCÍA

Date: 2/13/2020

BY: _____

PRINT NAME: José M. González Lucía

TITLE: _____

**ROBERTO DÍAZ DÍAZ IN HIS CAPACITY AS
EXECUTOR OF THE ESTATE OF ILEANA
M. COLÓN-CARLO**

(b)(6)

Date: 2/13/2020

BY: _____

PRINT NAME: ROBERTO DIAZ DIAZ

TITLE: Executor

BENINGNO R. FERNÁNDEZ-ROSARIO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

(b)(6)

**NILSA GONZÁLEZ-ARTIGAS, in her capacity
as defendant**

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**CONJUGAL PARTNERSHIP CARUS-
GONZÁLEZ**

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

THE HEIR OF ILEANA M. COLÓN-CARLO:

JOSÉ MANUEL GONZÁLEZ LUCÍA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**ROBERTO DÍAZ DÍAZ IN HIS CAPACITY AS
EXECUTOR OF THE ESTATE OF ILEANA
M. COLÓN-CARLO**

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

BENIGNO _____ ROSARIO

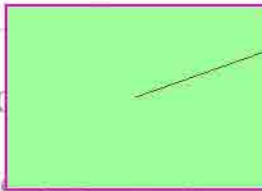
Date: 2/14/2020

BY: _____

PRINT NAME: Benigno R. Fernandez

TITLE: Rosario

(b)(6)



(b)(6)



Date: 2/14/20

JACQUELINE MCNEE

BY:



(b)(6)

PRINT NAME: Jacqueline Mcnee

(b)(6)

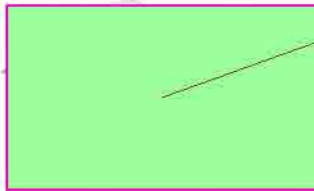
TITLE:

Date: 2/26/2020
2/14/2020

CONJUG.
MCNEE

ERNANDEZ-

BY:



PRINT NAME: Demiguo R. Fernandez

TITLE:

MELBA FIGUEROA-PADILLA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ROBERTO GORBEA-FRONTERA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

NELLIE DÍAZ-PABÓN

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP GORBEA-DÍAZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)



JACQUELINE MCNEE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP FERNÁNDEZ-MCNEE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

MELBA FIGUEROA-PADILLA

Date: February 14, 2020

BY: 

PRINT NAME: Melba Figueroa Padilla

TITLE: _____

ROBERTO CORBEA-FRONTERA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

NELLIE DÍAZ-PABÓN

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP CORBEA-DÍAZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)



JACQUELINE MCNEE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP FERNÁNDEZ-MCNEE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

MELBA FIGUEROA-PADILLA

Date: _____

BY: _____


PRINT NAME: _____

TITLE: _____

(b)(6)

ROBERTO GORBEA-FRONTERA

Date: 14 FEB 2020

BY: 

PRINT NAME: ROBERTO GORBEA FRONTERA

TITLE: _____

(b)(6)

NELLIE DÍAZ-PABÓN

Date: 02/14/2020

BY: 

PRINT NAME: NELLIE DIAZ PABON

TITLE: _____

(b)(6)

CONJUGAL PARTNERSHIP GORBEA-DÍAZ

Date: 14 FEB 2020

BY: 

PRINT NAME: ROBERTO GORBEA FRONTERA

TITLE: _____

(b)(6)



(b)(6)

Date: 2/14/2020

THE HEIRS [REDACTED] MCCORMACK:

CARLOS M [REDACTED]
BY: _____
PRINT NAME: Carlos McCormack Portuondo
TITLE: Heir

EDUARDO MCCORMACK, JR.

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

JORGE MCCORMACK

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

IVÁN MÉNDEZ

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

RAQUEL MIRO-CORDERO

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

CONJUGAL PARTNERSHIP MÉNDEZ-MIRO

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)

[REDACTED]

THE HEIRS OF EDUARDO MCCORMACK:

CARLOS MCCORMACK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

EDUARDO MCCORMACK JR

Date: 2/13/20

BY: _____

PRINT NAME: EDUARDO MCCORMACK JR.

TITLE: HEIR

JORGE MCCORMACK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

IVÁN MÉNDEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

RAQUEL MIRO-CORDERO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP MÉNDEZ-MIRO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)



THE HEIRS OF EDUARDO MCCORMACK:

CARLOS MCCORMACK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EDUARDO MCCORMACK, JR.

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

JORGE MCCORMACK

Date: 2.13.20

BY: 

PRINT NAME: Jorge McCormack

TITLE: HEIR

IVÁN MÉNDEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

RAQUEL MIRO-CORDERO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP MÉNDEZ-MIRO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)



THE HEIRS OF EDUARDO MCCORMACK:

CARLOS MCCORMACK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EDUARDO MCCORMACK, JR.

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

JORGE MCCORMACK

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

IVÁN MÉNDEZ

Date: 2-14-20

BY: 


PRINT NAME: IVAN MENDEZ

TITLE: _____

(b)(6)

RAQUEL MIRO-CORDERO

Date: _____

BY: 

PRINT NAME: RAQUEL MIRO CORDERO

TITLE: _____

(b)(6)

CONJUGAL PARTNERSHIP MÉNDEZ-MIRO

Date: 2-14-20

BY: 


PRINT NAME: IVAN MENDEZ - RAQUEL MIRO

TITLE: _____

(b)(6)




Date: 2/17/2020

RAFAEL N 
BY: _____
PRINT NAME: RAFAEL NIW
TITLE: _____

(b)(6)

Date: 2/17/2020

DORIS PRICE
BY: 
PRINT NAME: DORIS P. NIW
TITLE: _____

(b)(6)

Date: 2/13/2020

CONJUGAL PRICE
BY: 
PRINT NAME: RAFAEL NIW
TITLE: _____

(b)(6)

Date: _____

GILBERTO RIVERA-ARREAGA
BY: _____
PRINT NAME: _____
TITLE: _____

Date: _____

GRISSEL FUENTES
BY: _____
PRINT NAME: _____
TITLE: _____

Date: _____

CONJUGAL PARTNERSHIP RIVERA-FUENTES
BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)



RAFAEL NIN-TORREGROSA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DORIS PRICE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP NIN-PRICE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

GILBERTO RIVERA-ARREAGA

Date: 2/13/2020

BY: _____

PRINT NAME: Gilberto Rivera Arreaga

TITLE: _____

(b)(6)

GRISSEL FUENTES

Date: 2/13/2020

BY: _____

PRINT NAME: GRISSEL FUENTES

TITLE: _____

(b)(6)

CONJUGAL PARTNERSHIP RIVERA-FUENTES

Date: 2/13/2020

BY: _____

PRINT NAME: Gilberto Rivera Arreaga

TITLE: _____

(b)(6)

(b)(6)

Date: 2/17/2020

RC
BY: [Redacted]
PRINT NAME: [Redacted]
TITLE: _____

(b)(6)

(b)(6)

Date: 2/17/2020

MAR
BY: [Redacted]
PRINT NAME: Maria T. Viña-Rodriguez
TITLE: _____

(b)(6)

Date: 2/17/2020

CONJUGAL PARTNERSHIP RODRIGUEZ-VI
BY: [Redacted]
PRINT NAME: ROLANDO RODRIGUEZ
TITLE: _____

ENRIQUE UMPIERRE-SUÁREZ

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

RAMON PRATS

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

TERESITA NOBLE-FERNANDEZ

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)

[Redacted]

ROLANDO RODRÍGUEZ-MANCEBO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

MARÍA VINA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP RODRÍGUEZ-VINA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

ENRIQUE

Date: 13 FEB 2020

BY: _____

PRINT NAME: ENRIQUE D. MONTAÑA SANCHEZ

TITLE: retired

RAMON PRATS

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

TERESITA NOBLE-FERNANDEZ

Date: _____

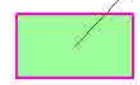
BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

slip



ROLANDO RODRÍGUEZ-MANCEBO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

MARÍA VINA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP RODRÍGUEZ-VINA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ENRIQUE UMPIERRE-SUÁREZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

RAMON PRATS

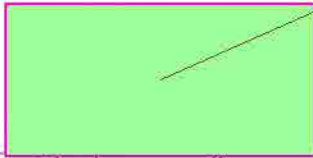
Date: FEBRUARY 13, 2020

BY: _____

PRINT NAME: Ramon Prats

TITLE: _____

(b)(6)



(b)(6)

TERESITA NOBLE-FERNANDEZ

Date: FEBRUARY 13, 2020

BY: _____

PRINT NAME: Teresita Noble

TITLE: _____

(b)(6)



(b)(6)

Date: FEBRUARY 3, 2020

CONJUGAL PARTNERSHIP IRIZARRY-ROIG
BY: 

PRINT NAME: RAMON PRATS Teresita Noble
TITLE: _____

VICTOR IRIZARRY-ORTIZ

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

ADRIANA ROIG-LOPEZ

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

CONJUGAL PARTNERSHIP IRIZARRY-ROIG

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

LUIS BERRIOS

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

ROSA CAAMANO-LOPEZ

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)



CONJUGAL PARTNERSHIP PRATS-NOBLE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

VICTOR IRIZARRY-ORTIZ

Date: February 13/2020

BY: [Redacted]

PRINT NAME: Victor M. Irizarry Ortiz

TITLE: _____

(b)(6)

AD [Redacted]

Date: February 13/2020

BY: Adriaan M. Noib Lopez

TITLE: _____

(b)(6)

CONJUGAL PARTNERSHIP IRIZARRY-ROIG

Date: February 13/2020

BY: [Redacted]

PRINT NAME: Victor M. Irizarry Ortiz
Adriaan M. Noib Lopez

TITLE: _____

LUIS BERRIOS

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ROSA CAAMANO-LOPEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

[Redacted]

CONJUGAL PARTNERSHIP PRATS-NOBLE

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

VICTOR IRIZARRY-ORTIZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ADRIANA ROIG-LOPEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP IRIZARRY-ROIG

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

LUIS BERRIOS

Date: Feb 19, 2020

BY: _____

PRINT NAME: Luis J Berrios Lopez

TITLE: _____

(b)(6)

ROSA CAAMANO-LOPEZ

Date: Feb. 19, 2020

BY: _____

PRINT NAME: Rosa H. Caamano Lopez

TITLE: _____

(b)(6)

(b)(6)

(b)(6)

**CONJUGAL PARTNERSHIP BERRIOS-
CA**

Date: Feb 19, 2020

BY: 
PRINT NAME: Luis J. Berríos
TITLE: _____

**THE HEIRS OF JOSEPH ABRAHAMSON:
MARGARITA COLON**

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

ANDREW JAMES ABRAHAMSON-COLÓN

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

ANTHONY JOEL ABRAHAMSON-COLÓN

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

JOSEPH ALEXEI ABRAHAMSON-COLÓN

Date: _____

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)



CONJUGAL PARTNERSHIP BERRIOS-CAAMANO

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

THE HEIRS OF JOSEPH ABRAHAMSON:

(b)(6)

MARGARITA COLON

Date: 2/14/2020

BY: 

PRINT NAME: _____

TITLE: _____

(b)(6)

ANDREW JAMES ABRAHAMSON-COLÓN

Date: 2/14/2020

BY: 

PRINT NAME: _____

TITLE: _____

(b)(6)

ANTHONY JOEL ABRAHAMSON-COLÓN

Date: 2/14/2020

BY: 

PRINT NAME: _____

TITLE: _____

(b)(6)

JOSEPH ALEXIS ABRAHAMSON-COLÓN

Date: 2/14/2020

BY: 

PRINT NAME: _____

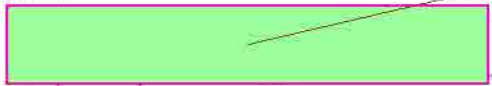
TITLE: _____

(b)(6)



Date: 2/14/2020


MARGARITA COLON, in her capacity as defendant

BY: 
PRINT NAME: _____
TITLE: _____

(b)(6)

Date: 2/14/2020

CONJUGAL PARTNERSHIP ABRAHAMSON-COLON

BY: 
PRINT NAME: _____
TITLE: _____

(b)(6)

Date: _____

JAMES LYNN RIOS

BY: _____
PRINT NAME: _____
TITLE: _____

Date: _____

SYLVIA DÍAZ-RODRIGUEZ

BY: _____
PRINT NAME: _____
TITLE: _____

Date: _____

CONJUGAL PARTNERSHIP LYNN-DÍAZ

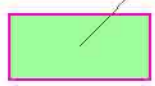
BY: _____
PRINT NAME: _____
TITLE: _____

Date: _____

VÍCTOR L. GALÁN-FUNDORA, in his capacity as defendant

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)



MARGARITA COLON, in her capacity as defendant

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP ABRAHAMSON-COLON

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

JAMES LYNN RIOS

Date: 2-24-2020

BY: _____

PRINT NAME: James Lynn Rios

TITLE: _____

(b)(6)

SYLVIA DÍAZ-RODRIGUEZ

Date: 2/24/2020

BY: _____

PRINT NAME: Sylvia Díaz Rodriguez

TITLE: _____

(b)(6)

CONJUGAL PARTNERSHIP LYNN-DÍAZ

Date: 2-24-2020

BY: _____

PRINT NAME: James Lynn Rios

TITLE: _____

VÍCTOR L. GALÁN-FUNDORA, in his capacity as defendant

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

[Redacted]

MARGARITA COLON, in her capacity as defendant

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP ABRAHAMSON-COLON

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

JAMES LYNN RIOS

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

SYLVIA DÍAZ-RODRIGUEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP LYNN-DÍAZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**VÍCTOR L. GALÁN
capacity as defendant**

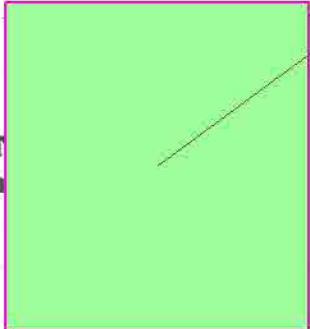
Date: 2/14/20

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)



(b)(6)



(b)(6)

Date: Feb/16/2020

NM MAGDALENA MARTÍNEZ / MAGDA NARAH MARTÍNEZ

BY: [Redacted]

PRINT NAME: MAGDA NARAH MARTÍNEZ

TITLE: _____

CONJUGAL PARTNERSHIP GALÁN-MARTÍNEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

THE HEIRS OF VÍCTOR J. GALÁN-ÁLVAREZ:

NÉLIDA FUNDORA-PÉREZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

VÍCTOR GALÁN-FUNDORA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

LOURDES GALÁN-FUNDORA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

MAGDALENA MARTÍNEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**CONJUGAL P
MARTÍNEZ**

BY: _____

PRINT NAME: _____

TITLE: _____

**THE HEIRS OF VÍCTOR J. GALÁN-
ÁLVAREZ:**

NÉLIDA FUNDORA-PÉREZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

VÍCTOR GALÁN-FUN

BY: _____

PRINT NAME: _____

TITLE: _____

LOURDES GALÁN-FUNDORA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

Date: 2/14/20

(b)(6)

Date: 2/14/20

(b)(6)

MAGDALENA MARTÍNEZ

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**CONJUGAL PARTNERSHIP GALÁN-
MARTÍNEZ**

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

**THE HEIRS OF VÍCTOR J. GALÁN-
ÁLVAREZ:**

(b)(6)

NÉLIDA FUNDORA-PÉREZ

Date: 2/19/20

BY: 

PRINT NAME: Nelida Fundora

TITLE: _____

VÍCTOR GALÁN-FUNDORA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

LOUDES GALÁN FUNDORA

Date: 2/20/20

BY: 

PRINT NAME: LOUDES GALAN

TITLE: _____

(b)(6)




Date: 2/18/20

AN: 
BY: 
PRINT NAME: ANA I*VANA CEBAN
TITLE: _____


(b)(6)

Date: 2/18/20

NÉLIDA FUNDORA-PÉREZ, in her capacity as defend
BY: 
PRINT NAME: Nelida Fundora
TITLE: _____

(b)(6)

Date: 2/18/20

CON. FUNI
BY: 
PRINT NAME: Nelida Fundora
TITLE: _____

(b)(6)

Date: _____

XL SPECIALTY INSURANCE COMPANY

BY: _____
PRINT NAME: _____
TITLE: _____

(b)(6)



ANA MARÍA GALÁN-FUNDORA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

NÉLIDA FUNDORA-PÉREZ, in her capacity as defendant

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

CONJUGAL PARTNERSHIP GALÁN-FUNDORA

Date: _____

BY: _____

PRINT NAME: _____

TITLE: _____

(b)(6)

XL



Date: _____

BY: _____

PRINT NAME: DAVID S. SANTILLAS

TITLE: ASST. Vice President XEL

(b)(6)



**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

XL SPECIALTY INSURANCE COMPANY,

Plaintiff,

v.

**FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF R-G
PREMIER BANK OF PUERTO RICO, et al.,**

Defendants.

CIVIL NO. 16-2594 (PAD)

UNOPPOSED MOTION REQUESTING AUTHORIZATION TO PAY FUNDS

Plaintiff XL Specialty Insurance Company (“XL”) respectfully submits this unopposed motion requesting authorization to pay funds from the insurance policy that is the subject of this interpleader action to permit completion of a global settlement in a related case entitled *Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico v. Victor Galán-Álvarez, et al.*, United States District Court, District of Puerto Rico, Case No. 12-1029-PAD-BJM (the “D&O Action”).

1. On January 20, 2012, the Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico (“FDIC-R”) filed the D&O Action against certain directors, officers, employees, and/or independent contractors of R-G Premier Bank of Puerto Rico (“D&O Defendants”) and XL, which had issued Management Liability and Company Reimbursement Policy numbered [REDACTED] for the period November 30, 2008 – December 30, 2010 (“MLP Policy”) to R&G Financial Corp., the holding company for R-G Premier Bank of Puerto Rico. XL reserved its rights to deny coverage under the MLP Policy while advancing Defense Expenses, as that term is defined in, and pursuant to the terms and conditions of, the

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EXHIBIT A

MLP Policy to the D&O Defendants for claims asserted by the FDIC-R against the D&O Defendants.

2. On September 6, 2016, XL filed this interpleader action against the FDIC-R and the D&O Defendants seeking a declaration of its rights and obligations under the MLP Policy with regard to the claims asserted by the FDIC-R in the D&O Action. The Court granted the interpleader orally from the bench on October 25, 2017, and any payments under the MLP Policy after that date required court approval (after receipt of a recommendation from XL).

3. On April 10, 2019, this Court ordered the parties to participate in a settlement conference with Judge Cordero. ECF Nos. 1087-1088. That settlement conference occurred on July 24 and 25, 2019.

4. The parties have now agreed to a global settlement in principle. ECF No. 1095. One component of the global settlement is the payment of \$4 million of the money remaining in the MLP Policy. Accordingly, XL respectfully requests this Court's authorization and approval for it to pay to the FDIC-R, within twenty (20) business days from the date of this Court's order, \$4,000,000.00 of the remaining funds in the MLP Policy toward the global settlement. XL further requests that the Court discharge XL of all liability under the MLP Policy immediately, but allow XL to advance any remaining Defense Expenses in the order they are received by XL up to the remaining MLP Policy limit of liability, and provide that under no circumstances will XL be obligated to pay any amount under the MLP Policy beyond the policy limit.

(b)(6)



RESPECTFULLY SUBMITTED.

I hereby certify that pursuant to L.Cv.R. 5.1(b) (2), I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties of record.

In San Juan, Puerto Rico, this ___ day of _____ 2020.

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202-719-7049 (fax)

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Partnership Irizarry-Roig*

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Attorneys for Defendant Luis Berrios

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Ignacio Rivera-Cordero

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in his capacity of Executor of the Estate of
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By: /s/ Carlos Jose Onetti Irizarry
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USDC 212207

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Conjugal Partnership*

(b)(6)



By: /s/ Maria Cristina Mullan-Davila
Maria Cristina Mullan-Davila

CERTIFICATE OF SERVICE

(b)(6)



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

FEDERAL DEPOSIT INSURANCE)	
CORP. as Receiver for R-G Premier)	
Bank of Puerto Rico,)	
)	
Plaintiff,)	Civil Action No. 3:12-cv-1029 (PAD)
)	
v.)	
)	
Victor J. Galan-Alvarez, et al.,)	
)	
Defendants.)	

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff Federal Deposit Insurance Corporation, as Receiver for R-G Premier Bank of Puerto Rico, Hato Rey, Puerto Rico (the "FDIC-R"), and Defendants Juan Agosto-Alicea, Daphne Bouet-Grana, and the Agosto-Bouet Conjugal Partnership; the heirs of Laureano Carus-Abarca, who are Nilsa González-Artigas, Javier Carus-González, Monica Carus-González, Nilsa Carus-González, and Laureano Carus-González, and Nilsa González-Artigas, in her capacity as defendant, and the Carus-González Conjugal Partnership; Jose González Lucia, in his capacity as defendant and as the heir of Ileana M. Colón-Carlo, the González-Colon Conjugal Partnership, and Roberto Díaz Díaz in his capacity as Executor of the Estate of Ileana Colon Carlo; Benigno R. Fernández-Rosario, Jacqueline McNee, and the Fernández-McNee Conjugal Partnership; Melba Figueroa-Padilla; Roberto Gorbea-Frontera, Nellie Díaz-Pabón, and the Gorbea-Díaz Conjugal Partnership; the heirs of Eduardo McCormack, who are Carlos McCormack, Eduardo McCormack Jr., and Jorge McCormack; Iván Méndez, Raquel Miro-Cordero, and the Méndez-Miro Conjugal Partnership; Rafael Nin-Torregrosa, Doris Price, and the Nin-Price Conjugal Partnership; Gilberto Rivera-Arreaga, Grisel Fuentes, and the Rivera-Fuentes Conjugal Partnership; Rolando Rodríguez-Mancebo, María Vina, and the Rodríguez-Vina Conjugal

(b)(6)

EXHIBIT B



Partnership; Enrique Umpierre-Suárez; Ramon Prats, Teresita Noble-Fernandez, and the Prats-Noble Conjugal Partnership; Victor Irizarry-Ortiz, Adriana Roig-Lopez, and the Irizarry-Roig Conjugal Partnership; Luis Berrios, Rosa Caamano-Lopez, and the Berrios-Caamano Conjugal Partnership; the heirs of Joseph Abrahamson, who are Margarita Colon, Andrew James Abrahamson-Colon, Anthony Joel Abrahamson-Colon, Joseph Alexei Abrahamson-Colon, and Margarita Colon, in her capacity as defendant, and the Abrahamson-Colon Conjugal Partnership; James Lynn Rios, Sylvia Díaz-Rodriguez, and the Lynn-Díaz Conjugal Partnership; Victor L. Galán-Fundora, Magdalena Martínez, and the Galán-Martínez Conjugal Partnership; the heirs of Víctor J. Galán-Álvarez, who are Nelida Fundora-Perez, Victor Galán-Fundora, Lourdes Galán-Fundora and Maria Galán-Fundora, Nelida Fundora-Perez, in her capacity as defendant, and the Galán-Fundora Conjugal Partnership, and XL Specialty Insurance Company (collectively with FDIC-R, the “Parties”), by and through their respective undersigned attorneys, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate to the dismissal of this action with prejudice, with the Parties to each bear their own attorney’s fees, costs, and expenses incurred in this action.

Dated this ___ day of _____, 2020

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*Attorneys for Plaintiff Federal Deposit
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By: /s/ Patrick J. Richard
Patrick J. Richard (PHV)

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By: /s/ Harold D. Vicente-Colón
Harold D. Vicente-Colón

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(b)(6)

(b)(6)

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[Redacted]

Certificate of Service

I hereby certify that pursuant to L.Cv.R. 5.1(b) (2), I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties of record.

In San Juan, Puerto Rico, this _____ day of _____ 2020.

/s/ Jairo Mellado-Villarreal
USDC-PR No. 208112

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

XL Specialty Insurance Company,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 3:16-cv-02594-PAD
)	
Federal Deposit Insurance Corporation)	
as Receiver for R-G Premier Bank of)	
Puerto Rico, et al.)	
Defendants.)	
)	

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff XL Specialty Insurance Corporation, and Defendants, Federal Deposit Insurance Corporation, as Receiver for R-G Premier Bank of Puerto Rico, Hato Rey, Puerto Rico, and Juan Agosto-Alicea, Daphne Bouet-Grana, and the Agosto-Bouet Conjugal Partnership; the heirs of Laureano Carus-Abarca, who are Nilsa González-Artigas, Javier Carus-González, Monica Carus-González, Nilsa Carus-González, and Laureano Carus-González, and Nilsa González-Artigas, in her capacity as defendant, and the Carus-González Conjugal Partnership; Jose González Lucia, in his capacity as defendant and as the heir of Ileana M. Colón-Carlo, the González-Colon Conjugal Partnership, and Roberto Díaz Díaz in his capacity as Executor of the Estate of Ileana Colon Carlo; Benigno R. Fernández-Rosario, Jacqueline McNee, and the Fernández-McNee Conjugal Partnership; Melba Figueroa-Padilla; Roberto Gorbea-Frontera, Nellie Díaz-Pabón, and the Gorbea-Díaz Conjugal Partnership; the heirs of Eduardo McCormack, who are Carlos McCormack, Eduardo McCormack Jr., and Jorge McCormack; Iván Méndez, Raquel Miro-Cordero, and the Méndez-Miro Conjugal Partnership; Rafael Nin-

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EXHIBIT C



Torregrosa, Doris Price, and the Nin-Price Conjugal Partnership; Gilberto Rivera-Arreaga, Grisel Fuentes, and the Rivera-Fuentes Conjugal Partnership; Rolando Rodríguez-Mancebo, María Vina, and the Rodríguez-Vina Conjugal Partnership; Enrique Umpierre-Suárez; Ramon Prats, Teresita Noble-Fernandez, and the Prats-Noble Conjugal Partnership; Victor Irizarry-Ortiz, Adriana Roig-Lopez, and the Irizarry-Roig Conjugal Partnership; Luis Berrios, Rosa Caamano-Lopez, and the Berrios-Caamano Conjugal Partnership; the heirs of Joseph Abrahamson, who are Margarita Colon, Andrew James Abrahamson-Colon, Anthony Joel Abrahamson-Colon, Joseph Alexei Abrahamson-Colon, and Margarita Colon, in her capacity as defendant, and the Abrahamson-Colon Conjugal Partnership; James Lynn Rios, Sylvia Díaz-Rodriguez, and the Lynn-Díaz Conjugal Partnership; Victor L. Galán-Fundora, Magdalena Martínez, and the Galán-Martínez Conjugal Partnership; the heirs of Víctor J. Galán-Álvarez, who are Nelida Fundora-Perez, Victor Galán-Fundora, Lourdes Galán-Fundora and Maria Galán-Fundora, Nelida Fundora-Perez, in her capacity as defendant, and the Galán-Fundora Conjugal Partnership (collectively, the “Parties”), by and through their respective undersigned attorneys, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate to the dismissal of this action with prejudice, with the Parties to each bear their own attorney’s fees, costs, and expenses incurred in this action.

Dated this ____ day of _____, 2020

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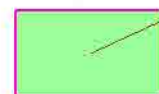
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Certificate of Service

I hereby certify that pursuant to L.Cv.R. 5.1(b) (2), I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties of record.

In San Juan, Puerto Rico, this ___ day of _____ 2020.

/s/ Jairo Mellado-Villarreal
USDC-PR No. 208112

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

**FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF R-G
PREMIER BANK OF PUERTO RICO,**

Plaintiff,

v.

VÍCTOR J. GALÁN-ÁLVAREZ, et al.,

Defendants.

CIVIL NO. 3:12-cv-01029 (PAD)

**JOINT MOTION FOR ENTRY OF A STIPULATED ORDER FREEZING THE ASSETS
OF THE ESTATE OF VÍCTOR J. GALÁN-ÁLVAREZ**

Plaintiff Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico (“FDIC-R”), and the heirs of Víctor J. Galán-Álvarez, who are Nélide Fundora-Pérez, Víctor Galán-Fundora, Lourdes Galán-Fundora and Ana María Galán-Fundora, Nélide Fundora-Pérez, in her capacity as defendant and as administrator of the Estate of Víctor J. Galán-Álvarez, and the Galán-Fundora Conjugal Partnership (“Galán Defendants”), respectfully submit this Joint Motion for the Entry of a Stipulated Order Freezing the Assets of the Estate of Víctor J. Galán-Álvarez as follows:

1. On January 18, 2012, the FDIC-R filed this action against former directors and officers of R-G Premier Bank of Puerto Rico. ECF No. 1.

2. On April 10, 2019, this Court ordered all Parties to participate in a Settlement Conference to be conducted by the Honorable Charles A. Cordero in San Juan, Puerto Rico. ECF Nos. 1087-1088.

3. The Settlement Conference was held on July 24 and 25, 2019, at which time the Parties reached a settlement in principle, as reflected in a series of Orders issued by Judge Cordero. *See, e.g.*, ECF No. 1095.

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EXHIBIT D-1



4. Thereafter the FDIC-R prepared and distributed to all Parties the initial draft of a Settlement and Release Agreement (“Settlement Agreement”).

5. On September 4, 2019, before the Parties finalized the terms of the Settlement Agreement, Defendant Galán-Álvarez died.

6. On October 16, 2019, counsel for the Galán Defendants gave notice to the Court of the passing of Mr. Galán-Álvarez. The Notice also indicated that Mrs. Nélica Fundora-Pérez, Mr. Galán-Álvarez’s widow, was the administrator of Mr. Galán-Álvarez’s estate under his will (“Estate”), and that Mrs. Fundora-Pérez and Mr. Galán-Álvarez’s children, Víctor Galán-Fundora, Lourdes Galán-Fundora, and Ana María Galán-Fundora were the heirs of the Estate. ECF No. 1101.

7. On October 18, 2019, the FDIC-R filed a motion pursuant to Fed. R. Civ. P. 25(a)(1) to substitute the heirs of Mr. Galán-Álvarez in his place and as named defendants in this case (“Motion to Substitute”). ECF No. 1102.

8. On October 22, 2019, this Court granted the Motion to Substitute. ECF No. 1103. Thereafter, the FDIC-R served the heirs of Mr. Galán-Álvarez through counsel. On November 26, 2019, the heirs of Mr. Galán-Álvarez (the “Galán Heirs” and together with Mrs. Fundora-Pérez in her personal capacity, and as administrator of the Estate, and the Conjugal Partnership between Mr. Galán-Álvarez and Mrs. Fundora-Pérez, the “Galán Defendants”) filed a Notice of Appearance in this action.

9. On October 25, 2019, Nélica Fundora-Pérez filed an ex-parte application in the Estado Libre Asociado de Puerto Rico Tribunal de Primera Instancia Sala de San Juan for cartas testamentaria and was appointed administrator of the Estate. Case No. SJ2019CV11338.

10. On January __, 2020, the FDIC-R and all parties to this action, including the Galán Defendants, executed the final Settlement Agreement.

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11. Pursuant to the terms of the Settlement Agreement, the settlement payment due to the FDIC-R from the Galán Defendants, delayed due to Mr. Galán-Álvarez's death, is to be paid as follows:

.... on or before the earlier of ten (10) calendar days from the issuance of the Lien Cancellation Certificate from the Puerto Rico Treasury releasing the assets of the estate of Víctor J. Galán-Álvarez (the "Estate") or by September 4, 2020.

12. On December 12, 2019, prior to execution of the Settlement Agreement, the accountant preparing the tax returns for the Estate provided written confirmation to the FDIC-R that while he had not calculated the final tax liability of the Estate, there will be "sufficient liquid assets" remaining to make the full settlement payment due to the FDIC-R from the Galán Defendants under the Settlement Agreement.

13. In addition, in order to further secure and protect the settlement payment due to the FDIC-R from the Galán Defendants, the Settlement Agreement provides that:

The Settling Galáns and the FDIC-R shall execute concurrently with the execution of this Agreement a Joint Motion for entry of a Stipulated Order Freezing the Estate Assets, to be filed in the D&O Action ("Freeze Motion") with a proposed Order ("Agreed Freeze Order") informing the Court of this Agreement and the Settling Galáns Payment obligation to the FDIC-R, stipulating to and requesting the Court to issue an order prohibiting the administrator, Defendant Nélide Fundora-Pérez, from making any distribution, disbursement, or disposition of any assets of the Estate prior to payment to the FDIC-R of the Settling Galáns Payment, except for funds that the Puerto Rico Treasury Department determines are owed by the Estate or are deemed necessary by the Puerto Rico Treasury, and asking the Court to retain jurisdiction for an upcoming Unfreeze Motion and Agreed Order, as defined here....

14. Following receipt of the settlement payment due from the Galán Defendants, the FDIC-R will file an agreed Joint Unfreeze Motion along with a proposed Agreed Order ("Unfreeze Motion and Agreed Order") that were executed concurrently with, and attached as Exhibit D-3 and D-4 to, the Settlement Agreement. The Joint Unfreeze Motion and Agreed

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Order will inform this Court when the Galán Defendants' Payment to the FDIC-R has been paid in full, and request this Court to remove all restrictions imposed as a result of the Agreed Freeze Order.

WHEREFORE, the FDIC-R and the Galán Defendants respectfully request this Court to enter the Agreed Freeze Order attached hereto.

DATED: FEBRUARY __, 2020

RESPECTFULLY SUBMITTED,

Attorneys for Plaintiff

/s/ Patrick J. Richard
California Bar No. 131046

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/s/ James H. Vorhis
California Bar No. 245034

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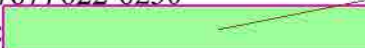
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Certificate of Service

I hereby certify that pursuant to L.Cv.R. 5.1(b) (2), I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties of record.

In San Juan, Puerto Rico, this __ day of February, 2020.

/s/ Jairo Mellado-Villarreal
USDC-PR No. 208112

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF R-G
PREMIER BANK OF PUERTO RICO,

Plaintiff,

v.

VÍCTOR J. GALÁN-ÁLVAREZ, *et al.*,

Defendants.

CIVIL NO. 3:12-cv-01029 (PAD)

[PROPOSED] ORDER FREEZING THE ASSETS OF THE ESTATE OF VÍCTOR J. GALÁN-ÁLVAREZ

The Court, having been informed of the terms of a Settlement and Release Agreement (“Settlement Agreement”) between the parties to this action, and having considered the Joint Motion to Freeze the Assets of the Estate of Víctor J. Galán-Álvarez (“Freeze Motion”) filed by Plaintiff, Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico (“FDIC-R”), and the heirs of Víctor J. Galán-Álvarez, who are Nelida Fundora-Pérez, Víctor Galán-Fundora, Lourdes Galán-Fundora and Ana María Galán-Fundora, Nélide Fundora-Pérez, in her capacity as defendant and as administrator of the Estate of Víctor J. Galán-Álvarez, and the Galán-Fundora Conjugal Partnership (the “Galán Defendants”), **HEREBY ORDERS THAT:**

1. The assets of the Estate of Víctor J. Galán-Álvarez (“Estate”) are hereby frozen. The administrator of Mr. Galán-Álvarez’s estate, Nélide Fundora-Pérez, is hereby prohibited from making any distribution, disbursement, or disposition of any assets of the Estate prior to payment to the FDIC-R of the Settling Galáns Payment under the Settlement Agreement, except for funds that the Puerto Rico Treasury Department determines are owed by the Estate or are deemed necessary by the Puerto Rico Treasury.

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EXHIBIT D-2



2. This Order shall remain in effect until the FDIC-R has filed a Joint Unfreeze Motion informing this Court that the Settling Galán Payment has been made under the Settlement Agreement, and an Order unfreezing the assets of the Estate has been entered by this Court.

3. The limitations in this Order shall be consistent with the current Puerto Rico Treasury limitations which are specified in Section 2051.07 of the Puerto Rico Internal Revenue Code of 2011, as amended from time to time, and shall allow for the expenses necessary for the ordinary course of the business and administration of the Estate.

IT IS SO ORDERED

In San Juan, Puerto Rico, this __ of _____, 2020.

Hon. Pedro A. Delgado-Hernández
United States District Judge

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF R-G
PREMIER BANK OF PUERTO RICO,

Plaintiff,

v.

VÍCTOR J. GALÁN-ÁLVAREZ, *et al.*,

Defendants.

CIVIL NO. 3:12-cv-01029 (PAD)

JOINT MOTION FOR ENTRY OF A STIPULATED ORDER UNFREEZING THE
ASSETS OF THE ESTATE OF VÍCTOR J. GALÁN-ÁLVAREZ

Plaintiff, Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico (“FDIC-R”), and the heirs of Víctor J. Galán-Álvarez, who are Nélide Fundora-Pérez, Víctor Galán-Fundora, Lourdes Galán-Fundora and Ana María Galán-Fundora, Nélide Fundora-Pérez, in her capacity as defendant and as administrator of the Estate of Víctor J. Galán-Álvarez, and the Galán-Fundora Conjugal Partnership (“Galán Defendants”), respectfully submit this Joint Motion for the Entry of a Stipulated Order Unfreezing the Assets of the Estate of Víctor J. Galán-Álvarez as follows:

1. On February __, 2020, the FDIC-R and Galán Defendants filed a Joint Motion for entry of a Stipulated Order Freezing the Assets of the Estate. ECF No. __. On February __, 2020, this Court entered the Stipulated Order (“Agreed Freeze Order”), which froze the Assets of the Estate of Víctor J. Galán-Álvarez (“Estate”) and prohibited Mrs. Fundora-Pérez as the administrator of the Estate from making any distribution, disbursement, or disposition of any assets of the Estate prior to payment to the FDIC-R of the Settling Galáns Payment under the terms of the Settlement and Release Agreement executed by the parties on February __, 2020 (“Settlement Agreement”), except for funds that the Puerto Rico Treasury Department

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determines are owed by the Estate or are deemed necessary by the Puerto Rico Treasury. ECF No. ___.

2. On _____, 2020, the Galán Defendants made their settlement payment to the FDIC-R under the terms of the Settlement Agreement.

3. Accordingly, the FDIC-R and Galán Defendants jointly request this Court to unfreeze all assets of the Estate, and to remove all restrictions imposed by the Agreed Freeze Order.

WHEREFORE, the FDIC-R and the Galán Defendants respectfully request this Court to enter the Agreed Unfreeze Order attached hereto.

DATED: _____, 2020

RESPECTFULLY SUBMITTED,

Attorneys for Plaintiff

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/s/ Héctor Orejuela-Dávila
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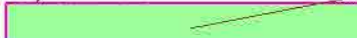
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By: s/ Pedro E. Ruiz Meléndez
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Certificate of Service

I hereby certify that pursuant to L.Cv.R. 5.1(b) (2), I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the parties of record.

In San Juan, Puerto Rico, this __ day of _____, 2020.

/s/ Jairo Mellado-Villarreal
USDC-PR No. 208112

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[Redacted]

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER OF R-G
PREMIER BANK OF PUERTO RICO,

Plaintiff,

v.

VÍCTOR J. GALÁN-ÁLVAREZ, *et al.*,

Defendants.

CIVIL NO. 3:12-cv-01029 (PAD)

[PROPOSED] ORDER UNFREEZING THE ASSETS OF THE ESTATE OF VICTOR J. GALÁN-ÁLVAREZ

The Court, having been informed that the Galán Defendants have made their payment under the terms of a Settlement and Release Agreement in this action, and having considered the Joint Motion for Entry of a Stipulated Order to Unfreeze the Assets of the Estate of Víctor J. Galán-Álvarez (“Unfreeze Motion”) filed by Plaintiff, Federal Deposit Insurance Corporation as Receiver for R-G Premier Bank of Puerto Rico (“FDIC-R”), and the heirs of Víctor J. Galán-Álvarez, who are Nélica Fundora-Pérez, Víctor Galán-Fundora, Lourdes Galán-Fundora and Ana María Galán-Fundora, Nélica Fundora-Pérez, in her capacity as defendant and as administrator of the Estate of Víctor J. Galán-Álvarez, and the Galán-Fundora Conjugal Partnership (the “Galán Defendants”), **HEREBY ORDERS THAT:**

1. The assets of the Estate of Víctor J. Galán-Álvarez (“Estate”) are hereby unfrozen. All restrictions, conditions, and limitations imposed by the Stipulated Order Freezing the Assets of the Estate (ECF No. __) are hereby removed and such order is hereby vacated.

IT IS SO ORDERED

In San Juan, Puerto Rico, this __ of _____, 2020.

Hon. Pedro A. Delgado-Hernández
United States District Judge

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