

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 19th day of November, 2014, by, between, and among the following undersigned parties:

Federal Deposit Insurance Corporation as Receiver for Alliance Bank ("FDIC-R"), Pamela Petre Reis as Trustee of the Reis Family Trust dated April 24, 1995, substituted in place of defendant Curtis Reis, who died during the pendency of the D&O Action (as defined below), Curtis Reis, Daniel Jackson, Michael Abrams, Robert Bothner, D. Gregory Scott, and Robert Thompson (collectively, "Settling Defendants"), and Federal Insurance Company ("Insurer"). Individually, the FDIC-R, the Settling Defendants, and Insurer may be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

#### WHEREAS:

Prior to February 6, 2009, Alliance Bank ("Bank") was a depository institution organized and existing under the laws of the State of California.

On February 6, 2009, the California Department of Financial Institutions closed the Bank and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

Among the assets to which the FDIC-R succeeded were all of the Bank's claims, demands, and causes of 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 employees of the Bank.

On December 21, 2012, the FDIC-R filed a Complaint for money damages against the Settling Defendants, each of whom (except Pamela Petre Reis) served at various times as a director and/or officer of the Bank, in the United States District Court for the Central District of

California in *FDIC as Receiver for Alliance Bank v. Reis, et al.*, Case No. SACV-12-02212 JLS (ANx) (C.D. Cal.) (“D&O Action”).

The Settling Defendants have denied, and continue to deny, liability in the D&O Action.

Insurer issued a director and officer liability policy with policy number [REDACTED] for the (b)(4) period October 17, 2006 to October 17, 2009 (“Policy”), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policy. The Settling Defendants asserted claims for coverage under the Policy. Insurer denied coverage under the Policy.

On November 7, 2011, the Settling Defendants filed a complaint in the Superior Court of the County of Los Angeles against Insurer for breach of contract, breach of the covenant of good faith and fair dealing, and declaratory relief related to Insurer’s denial of coverage for the claims asserted by the FDIC-R in the D&O Action. The Coverage Action was removed to the United States District Court for the Central District of California, and is styled *Reis, et al., v. Federal Insurance Company*, Case No. CV-11-09835 RSWL (MRWx) (C.D. Cal.) (“Coverage Action”). Insurer prevailed on a summary judgment motion in the Coverage Action, and the Settling Defendants appealed that ruling to the Ninth Circuit. That appeal is currently pending before the Ninth Circuit, Case No. 13-56342.

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

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which 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, in full settlement of all claims released herein, the Settling Defendants and Insurer agree to make payments to the FDIC-R as follows, such payments totaling TEN MILLION FIVE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$10,550,000.00) (“Settlement Payment”): (1)

Insurer shall pay \$5,000,000.00 ("Insurer Payment"); and (2) the Settling Defendants shall pay \$5,550,000.00 ("Settling Defendants Payment"). The Parties understand and agree that the Settlement Payment constitutes full resolution of all claims for negligence, gross negligence and breach of fiduciary duty against the Settling Defendants asserted by the FDIC-R in the D&O Action. Within fourteen (14) business days of full and complete execution of this Agreement, the Settling Defendants shall make the Settling Defendants Payment to the FDIC-R. Within five (5) business days of the final bankruptcy court approval described in section I.D, below, Insurer shall make the Insurer Payment to the FDIC-R.

B. The Settlement Payment to the FDIC-R shall be made by direct wire transfer into an account designated by the FDIC-R by notice to the attorneys for the Settling Defendants and Insurer. The FDIC-R shall provide all necessary payment instructions no later than five (5) business days after full execution of the Agreement. In the event that the Settlement Payment is not delivered to the FDIC-R by the Settlement Payment Date, the Party or Parties responsible for the unpaid portion of the Settlement Payment shall be responsible for interest accruing on all unpaid amounts at the rate of 5 percent per annum from the Settlement Payment Date until the date the Settlement Payment is made to the FDIC-R. However, if the Settlement Payment is not delivered to the FDIC-R by the Settlement Payment Date as a result of the FDIC-R's failure to execute this Agreement, no interest shall accrue until five days after the FDIC-R executes the Agreement.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the Settlement Payment Date, then the FDIC-R, in its sole discretion, upon written notice to the other Parties, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest) to take any of the following actions against the Party or Parties responsible for the unpaid portion of the Settlement Payment:

1. Extend the period of time for the Settlement Payment, including interest accruing from the Settlement Payment Date, through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(a)(3); or

2. Enforce this Agreement, in which event the Party or Parties against which such enforcement action is brought agree to jurisdiction in the United States District Court for the Central District of California, and agree to 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 as to any non-paying Settling Defendant, move to vacate any dismissal order, to which the Settling Defendants agree to consent, and reinstitute the D&O Action. The Settling Defendants 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, and covenant and agree not to assert any objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or

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

Any extension of time under Section I.C.1 for delivery of the Settlement Payment or acceptance of a portion of the Settlement Payment 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 the Settlement Payment (including all accrued interest) in full.

D. As an essential covenant and condition of this Agreement, the Parties shall seek from the Bankruptcy Court in the proceedings captioned *In re Alliance Bancshares Corporation California*, United States Bankruptcy Court, Central District of California, Case No. 2:09-bk-28037 ("Bankruptcy Proceeding"), the entry of a final Bankruptcy Court order granting relief from the automatic stay pursuant to 11 U.S.C. § 362, to the extent it is applicable, authorizing Federal to make the Insurer Payment pursuant to this Agreement, and granting such further relief as may be necessary and appropriate to effectuate the purposes of this Agreement. The Parties shall agree to file a Stipulation seeking relief from the bankruptcy stay in the form attached hereto as Exhibit A. Subject to Sections I.D., I.E. and the release of certain indemnification claims to the extent set forth in III.B.2, nothing in this Agreement shall otherwise affect the substantive or economic rights the Parties have or may have in the future in the Bankruptcy Proceeding.

E. No Settling Defendant may pursue any claim in the Bankruptcy Proceeding for indemnification or recovery of costs, attorneys' fees, settlements or other amounts incurred in connection with the D&O Action and/or the Coverage Action, to the extent such claims for indemnification or recovery would afford the Trustee in bankruptcy or any other person or entity any right to any payment or recovery under the Policy. Settling Defendants have existing indemnification claims in the Bankruptcy Proceeding. Settling Defendants and Insurer believe the Trustee has no right to coverage under the Policy with respect to such indemnification claims, and that Settling Defendants' execution of this Agreement therefore does not constitute a breach under this Section I.E of this Agreement, but are including this provision out of an abundance of caution in the event the Trustee contends otherwise. Settling Defendants and Insurer further agree that, in the event the Trustee asserts that such indemnification claim(s) entitle it to any payment or recovery under the Policy, such assertion may be resolved as part of the claims adjudication process. If the Bankruptcy Court determines as part of the claims adjudication process or any court of competent jurisdiction otherwise rules that such indemnification claim(s) would result in Insurer becoming obligated under the Policy to make any payment to the Trustee or other person or entity, then the Party or Parties making such indemnification claim(s) shall withdraw such indemnification claim(s) in whole or in part, so that Federal's obligation to make such payment to the Trustee or other person or entity shall be eliminated. Federal reserves the right to seek to intervene in any such proceeding, but does not by this Agreement consent to its joinder in such proceeding, and reserves all objections and defenses in the event of such joinder. Without limitation on any other rights or remedies that Insurer may have for any breach of this paragraph, in the event that any such Party fails to withdraw such indemnification claim as provided above within sixty (60) days after written notice from Insurer, then Insurer shall be immediately subrogated to, and have all rights to control the prosecution, settlement and/or abandonment of, any such claims for indemnification or recovery to the full extent necessary to eliminate any right of payment or recovery under the Policy.

## SECTION II: Stipulation and Dismissal

Within ten (10) business days after receipt of the Settlement Payment by the FDIC-R, plus any accrued interest, the FDIC-R shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties thereto, in the form attached hereto as Exhibit B, in the D&O Action. Within ten (10) business days after receipt of the Insurer Payment by the FDIC-R, the Settling Defendants 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 Coverage Action. In the D&O Action and the Coverage Action, each Party shall bear its own fees and costs as those were originally incurred.

## SECTION III: Releases

### A. The FDIC-R's Releases.

Except as provided in Section III.D below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges

1. Upon receipt of the Settling Defendants Payment in full by the FDIC-R, the Settling Defendants, Curtis Reis, and their respective heirs, executors, trustees, administrators, beneficiaries, 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 Defendants' respective functions, duties and actions as officers, directors and/or employees of the Bank, including without limitation the causes of action alleged in the D&O Action.

2. Upon receipt of the Insurer Payment in full by the FDIC-R, 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 Policy, the D&O Action, or the Coverage Action. As part of this release of the Insurer, the FDIC-R agrees that any interest it may have under the Policy is extinguished.

3. Upon receipt of the Settling Defendants Payment in full by the FDIC-R, all other former directors, officers, and employees of the Bank (collectively, the "Covered Persons") and their respective heirs, executors, trustees, administrators, beneficiaries, 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.

B. The Settling Defendants' Releases.

The Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, beneficiaries, agents, employees, representatives, attorneys, successors and assigns, hereby release, discharge, and covenant not to sue:

1. Effective simultaneously with the releases granted in Section III.A.1, above, 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 Defendants' 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.

2. Effective simultaneously with the releases granted in Section III.A.2, above, Insurer, its parents, subsidiaries, affiliates and reinsurers, and their respective heirs, executors, trustees, administrators, beneficiaries, employees, officers, directors, agents, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, liabilities, allegations, damages, actions, and causes of action, direct or indirect, in law or in equity, vested or contingent, known or unknown, arising or accruing at any time on, before or

after the execution of this Agreement (including without limitation any and all claims or allegations of extra-contractual liability, bad faith, unfair claims handling practices or other acts or omissions in connection with policy underwriting or investigating, handling, defending or settling claims), that arise from or relate to the Policy, the D&O Action, and/or the Coverage Action, including without limitation any costs, attorneys' fees, settlements or other amounts incurred in connection with the D&O Action and/or the Coverage Action and any interest thereon, and any claims for indemnification or recovery of such amounts against any other person or entity to the extent such claims would entitle such person or entity to any payment or recovery under the Policy. As part of this release, the Settling Defendants agree that any interest they may have under the Policy is extinguished.

3. Effective simultaneously with the releases granted in Section III.A.1, above, each other, and their respective heirs, executors, trustees, administrators, beneficiaries, agents, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, liabilities, allegations, damages, actions, and causes of action, direct or indirect, in law or in equity, vested or contingent, known or unknown, arising or accruing at any time on, before or after the execution of this Agreement, that arise from or relate to the Policy, the D&O Action, the Coverage Action, and/or this Agreement.

C. Insurer's Releases.

Insurer, on behalf of itself, and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their respective heirs, executors, trustees, administrators, beneficiaries, agents, employees, representatives, attorneys, affiliates, successors and assigns, hereby releases, discharges and covenants not to sue:

1. Effective simultaneously with the releases granted in Section III.A.2, above, 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 Policy, the D&O Action, and/or the Coverage Action.



2. Effective simultaneously with the releases granted in Section III.A.2, above, the Settling Defendants and their respective heirs, executors, trustees, administrators, beneficiaries, agents, employees, representatives, attorneys, affiliates, successors and assigns, from and for any and all claims, demands, obligations, liabilities, allegations, damages, actions, and causes of action, direct or indirect, in law or in equity, vested or contingent, known or unknown, arising or accruing at any time on, before or after the execution of this Agreement, that arise from or relate to the Policy, the D&O Action, and/or the Coverage Action, including without limitation any costs, attorneys' fees, settlements or other amounts incurred in connection with the D&O Action and/or the Coverage Action and any interest thereon.

D. Express Reservations from Releases by FDIC-R.

1. Notwithstanding any other provision, by this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the 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 the 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.

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 and/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. Cal. Civ. Code Section 1542.

The Parties agree that the releases provided in this Agreement include and encompass a release and waiver of any and all rights or benefits conferred by provisions of Section 1542 of the California Civil Code and/or any other federal statute or common law principle of similar effect. The Parties acknowledge that they have been advised by counsel and are familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

In connection with this waiver, the Parties hereby acknowledge that they are aware that they may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist with respect to the subject matter of this Agreement.

**SECTION IV: Waiver of Dividends and Proceeds from Litigation**

To the extent, if any, that Settling Defendants are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has or could have been 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 or its receivership, Settling Defendants 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. Each of the undersigned persons represents and warrants that he, she, or it is a Party, or is authorized to sign this Agreement on behalf of a Party and has the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, administrators, representatives, successors and assigns.

B. Advice of Counsel and Voluntary Acceptance. 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 this Agreement has been explained to that Party by his, her, or its counsel. Each Party further acknowledges and represents that he, she or it has carefully read and fully understands all of the provisions of this Agreement, and knowingly and voluntarily accepts its terms, and that this Agreement is a product of good faith negotiations between the Parties.

C. Financial Disclosure Representation. Each Settling Defendant has submitted financial information to the FDIC-R including Personal Financial Statements (FDIC 7600/01 (9-05)) and herein affirms that his or her financial information is true and accurate as of the dates those Personal Financial Statements were delivered to the FDIC-R and there have been no material changes to each of the Settling Defendants' Personal Financial Statements since that date. Each Settling Defendant expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling Defendants. 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 Defendant

failed to disclose any material interest, legal, equitable, or beneficial, in any asset, that Settling Defendant 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 Settling Defendant's undisclosed material interest in such asset(s); or (2) the amount of unpaid damages alleged against that Settling Defendant.

D. Non-Assignment. Each Party represents and warrants that he, she or it has not assigned to any other person or entity any claims released by such Party pursuant to this Agreement. The Settling Defendants and the Insurer, only, agree that if, contrary to this representation and warranty, any of them assigns or has assigned such rights to any other person or entity, the Settling Defendant or the Insurer that made the assignment shall defend, indemnify, and hold harmless the other Settling Defendants and/or the Insurer with respect to any claim or action brought against any of them by any assignee of any interest assigned contrary to this representation and warranty.

#### **SECTION VI: Reasonable Cooperation**

A. 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 and Coverage Action and to otherwise perform the terms of this Agreement.

B. Within ten (10) business days of the later of the full and complete execution of this Agreement or receipt of the payment in the amount of \$1,050,000 from Pamela Petre Reis, as Trustee of the Reis Family Trust dated April 24, 1995, as Amended, the FDIC-R shall withdraw its Creditor's Claim in *In the Matter of the Reis Trust Dated April 24, 1995, as Amended, and the Curtis Sanford Reis Living Trust Dated April 24, 1995, as Amended*, Superior Court of California, County of Los Angeles Case No. BP 152933.

**SECTION VII: Other Matters**

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and 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 State of California.

D. Notice. 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:

Gregory K. Conway, Esq.  
Counsel, Federal Deposit Insurance Corporation  
3501 Fairfax Drive, # B-7054  
Arlington, VA 22226

(b)(6)

and

Patrick J. Richard, Esq.  
Nossaman LLP  
50 California Street, 34<sup>th</sup> Floor  
San Francisco, CA 94111

(b)(6)

If to the Settling Defendants:

John F. Libby, Esq.  
Harold Reichwald, Esq.  
Emil Petrossian, Esq.  
Manatt, Phelps & Phillips, LLP  
11355 West Olympic Boulevard  
Los Angeles, CA 90064

(b)(6)



and

Thomas V. Girardi, Esq.  
Graham LippSmith, Esq.  
Girardi & Keese  
1126 Wilshire Boulevard  
Los Angeles, CA 90017

(b)(6)



and

Russel W. Roten, Esq.  
Katherine L. Nichols, Esq.  
Duane Morris LLP  
865 S. Figueroa St., Suite 3100  
Los Angeles, CA 90017-5450

(b)(6)



and

Michael L. Abrams, Esq.  
Abrams & Heyn LLP  
11756 Wilshire Blvd., Sixth Floor  
Los Angeles, CA 90025

(b)(6)



and

Daniel Jackson  
27 Merano  
Mission Viejo, CA 92692

(b)(6) [Redacted]

If to Insurer:

Federal Insurance Company  
c/o Louise Van Dyck  
Chubb & Son, a Division of Federal Insurance Company  
82 Hopmeadow Street  
Simsbury, CT 06070

(b)(6) [Redacted]

and

David Newmann, Esq.  
Liana G.T. Wolf, Esq.  
Hogan Lovells US LLP  
555 13th Street NW  
Washington D.C., 20004-1109

(b)(6) [Redacted]

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements, understandings, promises or representations. 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). The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made to him, her or it by any of the other Parties to induce the execution of this Agreement.

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. All Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

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

FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR ALLIANCE BANK

Date: 11/19/14

BY:  (b)(6)  
TITLE: Counsel  
PRINT NAME: Gregory K. Conway

SETTLING DEFENDANTS

Date: \_\_\_\_\_  
Pamela Pette Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

Date: \_\_\_\_\_  
Daniel Jackson

Date: \_\_\_\_\_  
Michael Abrams

Date: \_\_\_\_\_  
Robert Bothner

Date: \_\_\_\_\_  
D. Gregory Scott

Date: \_\_\_\_\_  
Robert Thompson



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 ALLIANCE BANK**

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

BY: \_\_\_\_\_  
TITLE: Counsel  
PRINT NAME: Gregory K. Conway

(b)(6)

**SETTLING DEFENDANTS**

Date: 11/17/14



Pamela Petre Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

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

\_\_\_\_\_  
Daniel Jackson

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

\_\_\_\_\_  
Michael Abrams

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

\_\_\_\_\_  
Robert Bothner

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

\_\_\_\_\_  
D. Gregory Scott

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

\_\_\_\_\_  
Robert Thompson

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 ALLIANCE BANK

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

BY: \_\_\_\_\_  
TITLE: Counsel  
PRINT NAME: Gregory K. Conway

SETTLING DEFENDANTS

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

\_\_\_\_\_  
Pamela Petre Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

(b)(6)

Date: November 17, 1995

\_\_\_\_\_

Daniel Jackson

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

\_\_\_\_\_  
Michael Abrams

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

\_\_\_\_\_  
Robert Bethner

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

\_\_\_\_\_  
D. Gregory Scott

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

\_\_\_\_\_  
Robert Thompson

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 ALLIANCE BANK**

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

BY: \_\_\_\_\_  
TITLE: Counsel  
PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

\_\_\_\_\_  
Pamela Petre Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

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

\_\_\_\_\_  
Daniel Jackson

(b)(6)

Date: 11-17-14

\_\_\_\_\_  
[Redacted Signature]

Michael Abrams

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

\_\_\_\_\_  
Robert Bothner

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

\_\_\_\_\_  
D. Gregory Scott

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

\_\_\_\_\_  
Robert Thompson

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 ALLIANCE BANK

Date: 11/18/14

BY: \_\_\_\_\_  
TITLE: Counsel  
PRINT NAME: Gregory K. Conway

SETTLING DEFENDANTS

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

\_\_\_\_\_  
Pamela Petre Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

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

\_\_\_\_\_  
Daniel Jackson

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

\_\_\_\_\_  
Michael Abrams

(b)(6)

Date: 11/18/14



\_\_\_\_\_  
Robert Bothner

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

\_\_\_\_\_  
D. Gregory Scott

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

\_\_\_\_\_  
Robert Thompson

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 ALLIANCE BANK**

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

BY: \_\_\_\_\_

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

\_\_\_\_\_  
Pamela Petre Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

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

\_\_\_\_\_  
Daniel Jackson

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

\_\_\_\_\_  
Michael Abrams

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

\_\_\_\_\_  
Robert Bothner

(b)(6)

Date: Nov 17, 2014

\_\_\_\_\_  
~~D. Gregory Scott~~

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

\_\_\_\_\_  
Robert Thompson

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 ALLIANCE BANK**

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

BY: \_\_\_\_\_

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

\_\_\_\_\_  
Pamela Peire Reis, as Trustee  
of the Reis Family Trust  
dated April 24, 1995

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

\_\_\_\_\_  
Daniel Jackson

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

\_\_\_\_\_  
Michael Abrams

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


\_\_\_\_\_  
Robert Bothner

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

\_\_\_\_\_  
D. Gregory Scott

(b)(6)

Date: 11-17-14

  
\_\_\_\_\_  
Robert Thompson

FEDERAL INSURANCE COMPANY

Date: 11/17/2017

BY:   
TITLE: Vice President  
PRINT NAME: Louise Van Dyck

(b)(6)