SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into effective as of June 5, 2012, by, between, and among the Federal Deposit Insurance Corporation, as Receiver of Temecula Valley Bank ("FDIC"), and Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, George Cossolias, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright (collectively the "Settling Individuals"), as well as Federal Insurance Company ("Chubb"), and Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company) ("Chartis"). Chubb and Chartis may be collectively referred to herein as the "Insurance Companies." The FDIC, the Settling Individuals and the Insurance Companies may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

Prior to July 17, 2009, Temecula Valley Bank ("TVB" or "Bank") was a depository institution organized and existing under the laws of the State of California;

On July 17, 2009, TVB was closed by the California Department of Financial Institutions and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed as Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC as Receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets including any and all of the Bank's claims, demands, and causes of actions against its former directors, officers and employees arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank;

The FDIC has asserted certain claims against certain persons, including the Settling Individuals, each of whom had served at various times as directors and/or officers of the Bank. The Settling Individuals have denied and continue to deny liability for the claims asserted by the FDIC (the "Asserted Claims").

(b)(4) Chubb issued policy number [redacted] for the policy period January 31, 2008 through March 12, 2009 (the "Chubb Policy"). Chartis issued a Financial Institutions Risk Protector
(b)(4) policy, policy number [redacted] for policy year March 12, 2009 through March 12, 2010 (the "Chartis Policy"). The Chubb Policy and the Chartis Policy (collectively referred to as the "Policies") insured the directors and officers of the Bank according to the terms, provisions, limitations and conditions of the Policies. The Settling Individuals have made claims under the Policies for coverage of the Asserted Claims alleged against them by the FDIC. Chubb reserved its rights to deny coverage under the Chubb Policy for the claims asserted by the FDIC against the Settling Individuals. By letter dated June 30, 2010, Chartis denied coverage under the Chartis Policy for the claims asserted by the FDIC against the Settling Individuals.

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

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

SECTION I: Payment to FDIC

A. As an essential covenant and condition to this Agreement, the FDIC shall receive the sum of $4,100,000 ("the Settlement Funds") to be paid by the following Parties in the following amounts and on or before the following dates:

1. The Settling Individuals shall collectively pay $50,000 on or before October 31, 2012;

2. Chubb shall pay on behalf of the Settling Individuals $4,000,000 on or before October 31, 2012; and

3. Chartis shall pay on behalf of the Settling Individuals $50,000 on or before October 31, 2012, or within 21 days of receiving a fully executed Agreement, whichever occurs later.

For the removal of doubt, and as further described herein, the Settling Individuals, Chartis and Chubb shall be responsible only for their/its own respective allocation of the Settlement Funds.

B. The Settlement Funds shall be delivered by check to the address set forth in Exhibit A to this Agreement or by direct wire transfer into the account set forth in Exhibit A.

C. The failure of any one of the Settling Individuals to deliver his/her share of the Settlement Funds shall not affect the validity of this Agreement with respect to the Settling Individuals that have delivered his/her share of the Settlement Funds. In the event that all Settlement Funds from the Settling Individuals are not received by the FDIC on or before the date set forth above, interest on the unpaid Settlement Funds shall accrue as to the Settling Individuals who have not paid from the due date, through the date of payment at the rate of one year U.S. Treasury bills as reported in the Wall Street Journal at the end of the last quarter immediately preceding the date of this Agreement. The FDIC shall have the right to bring an action to enforce this Agreement against the Settling Individuals failing to deliver their share of the Settlement Funds, in which event the non-delivering Settling Individuals agree to pay all of the FDIC's reasonable attorney's fees expended in bringing such action.

D. In the event that the Insurance Carriers' payment of the Settlement Funds are not received by the FDIC on or before the due date, then the FDIC, in its sole discretion, shall have the right to declare this Agreement null and void or to extend this Agreement for any period of time until it receives those Settlement Funds. Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt of the Insurance Carrier's Settlement funds or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC declares this Agreement null and void, the FDIC will return any partial amounts paid to it under this Agreement by the Settling Individuals or any of the Insurance Carriers.

SECTION II: Waiver of Claims

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

SECTION III: Releases

A. Release of Settling Individuals by FDIC.

Effective upon full receipt of the Settlement Funds, plus any accrued interest, and except as provided in paragraph III.I. below, the FDIC, for itself and its successors and assigns hereby releases and discharges each of the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policies, and their respective heirs, executors, administrators, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC, that arise from or relate to, the performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

B. Release of FDIC by the Settling Individuals.

Effective simultaneously with the release granted in paragraph III.A. above, the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policies, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank.

C. Release of Settling Individuals by Each Other.

Effective simultaneously with the releases granted in paragraph III.B. above, the Settling Individuals, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby release and discharge each other, and/or any person who may be considered an "insured" as defined by the Policies, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

D. Release of the Insurance Companies by FDIC.

Effective simultaneously with the releases granted in paragraphs III.A. and III.B. above, the FDIC, for itself and its successors and assigns, hereby releases and discharges Chubb, 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 Chubb Policy; and the FDIC, for itself and its successors and assigns, hereby releases and discharges Chartis, 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 Chartis Policy. The FDIC agrees that any interests it may have under the Policies shall be extinguished upon receipt of the Settlement Funds.

E. Release of the Insurance Companies by Settling Individuals.

Effective simultaneously with the releases granted in paragraphs III.A. and III.B. above, the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policies, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge Chubb, 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, arising from the Asserted Claims except as to any matter relating to the Chubb Continuing Obligation defined below; and the Settling Individuals, and/or any person who may be considered an "insured" as defined by the Policies, hereby release and discharge Chartis, 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, arising from the Asserted Claims. Chubb will continue to pay the Settling Individuals' reasonable and necessary defense costs, as defined in the Chubb Policy, subject to the Chubb Policy terms and available limit of liability, arising from the Asserted Claims but will have no obligation with respect to any Settling Individual responding to any action by the FDIC to enforce the Settling Individuals' obligation to pay its share of the Settlement Funds under Section I of this Agreement, including any award of attorneys' fees from the Settling Individuals to the FDIC ("Chubb Continuing Obligation").

F. Release of FDIC by Insurance Companies.

Effective simultaneously with the release granted in Paragraph III.D. above, Chubb, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, and Chartis, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby release and discharge the FDIC, and its employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies.

G. Release of Settling Individuals by Chubb and Chartis.

Effective simultaneously with the releases granted in Paragraph III.E. above, Chubb, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, and Chartis, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, hereby release and discharge each of the Settling Individuals, and their respective heirs, executors, administrators, 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, arising from the Asserted Claims, except with respect to Chubb as to any matter relating to the Chubb Continuing Obligation.

H. Releases Between Chubb and Chartis

Effective simultaneously with the releases granted in Paragraph III.D. and III.E above, Chubb, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, and Chartis, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby release each other and each other's 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, arising from the Asserted Claims and relating to the potential coverage afforded under the Policies for the Asserted Claims and the payment obligations arising from this Agreement.

I. Release and Waiver of Rights Under Cal. Civ. Code. §1542

The Parties agree that the releases provided in subsections A, B, C, D, E, F, G and H of this section III include and encompass a release and waiver of any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and/or any other federal statute or common law principle of similar effect. 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 knows or believes to exist with respect to the subject matter of this Agreement.

The Parties acknowledge that they have been advised by legal 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 must have materially affected his or her settlement with the debtor."

J. Express Reservations From Releases By FDIC.

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

(a) Against the Settling Individuals or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC as successor in interest to the Bank or any person or entity other than Bank;

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

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

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and/or authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory and/or regulatory capacities, or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation. However, in the event any such administrative

enforcement action, including but not limited to a notice of intent to commence an enforcement action, is actually initiated against any Settling Individual, the FDIC will promptly tender back to Chubb the amount of $1,000,000, which amount will be reinstated to the Chubb Policy limit of liability and available for use solely for the cost of defense of such administrative enforcement action. Any amount not so used shall be refunded to the FDIC within 30 days of conclusion of such administrative enforcement action, with a complete accounting of the funds utilized for the defense. This obligation to tender any amount back to Chubb shall expire if no such administrative enforcement proceeding is commenced by July 17, 2014 unless otherwise extended pursuant to agreement with the relevant administrative agency.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office or any other federal agency. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, et. seq., if appropriate.

SECTION IV: Waiver of Dividends

To the extent, if any, that Settling Individuals are or were shareholders of the Bank or its holding company, and by virtue thereof are or may have been entitled to a dividend, payment, or other pro-rata distribution upon resolution of the receivership of the Bank, the Settling Individuals hereby knowingly assign to the FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other pro-rata distributions. This waiver includes, without limitation, any claims which might arise from the resolution of tax disputes currently pending in connection with the bankruptcy of Temecula Valley Bancorp.

SECTION V: Representations and Acknowledgements

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 that this Agreement is not an admission or evidence of liability by any of them regarding any claim. There has been no adjudication by any court pursuant to which the Settling Individuals have been determined to have caused a substantial loss to Temecula Valley Bank.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to this Agreement. This Agreement may be executed as facsimile or scanned and e-mailed originals, and each copy of this Agreement bearing the facsimile transmitted or scanned and emailed signature from a Party or a Party's authorized representative shall be deemed an original.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, administrators, representatives, successors and assigns.

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

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. This Agreement may not be amended or modified except by another written instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Specific Representations, Warranties and Disclaimers. The Settling Individuals expressly acknowledge that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of the financial affidavits and disclosure forms submitted by the Settling Individuals. If the FDIC, pursuant to the procedures set forth below, establishes that a Settling Individual has failed to disclose any material interest, legal, equitable or beneficial, in a financially material asset, that Settling Individual agrees to transfer his or her interests in such non-disclosed asset to the FDIC. If, subsequent to the execution of this Agreement, the FDIC asserts that a Settling Individual has failed to disclose, in his or her affidavit or disclosure form, any material interest, legal, equitable or beneficial, in any financially material asset, the FDIC may file a motion in the Superior Court of California under California Code of Civil Procedure 664.6 seeking to establish this alleged material omission, and the requirement that the Settling Individual transfer to the FDIC his or her interests in such non-disclosed asset(s), including but not limited to signing any and all documents necessary to transfer such interests. In the event that the FDIC prevails on such motion, and the resulting judgment becomes final in all respects, including the exhaustion of all appeals, the Settling Individual shall cooperate fully with the FDIC to comply with the resulting court order. For all purposes of this paragraph, "material" shall be defined as ten (10) percent or more of a Settling Individual's net worth as defined on his or her financial statement. In addition, the FDIC may exercise one or more or all of the following remedies with respect to that Settling Individual who failed to make the disclosure: (a) the FDIC may declare the release granted to the non-disclosing Settling Individual as null and void; (b) the FDIC may retain the Settlement Funds paid by the non-disclosing Settling Individual; (c) the FDIC may sue the non-disclosing Settling Individual for damages, an injunction, and specific performance for the breach of this agreement; and (d) the FDIC may seek to vacate any dismissal order and reinstate the FDIC's claims against the non-disclosing Settling Individual. Each Settling Individual agrees that if the FDIC establishes that, in his or her affidavit or disclosure form, he or she has failed to disclose any material interest, legal, equitable, or beneficial, in any financially material asset, he or she consents to the reinstatement of FDIC's claims against him or her, and in the event of such reinstatement, waives any statute of limitations that would bar any of the FDIC's claims against him or her. In the event that the FDIC exercises its rights under this paragraph against any Settling Individual, any release granted by or in favor of that Settling Individual under this Agreement shall be null and void.

G. Reasonable Cooperation. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

H. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his/her/its counsel.

I. Fees and Costs. Each Party herein is to bear its own attorneys' fees and costs incurred in connection with this agreement and the underlying events upon which it is based.

J. Agreement Not Confidential. Pursuant to 12 U.S.C. § 1821(s), this Agreement cannot be and shall not be deemed to be confidential. Notwithstanding the foregoing, FDIC and

its counsel agree not to issue, publish or distribute outside the FDIC any press release or similar public announcement regarding the settlement and/or its terms.

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

Federal Deposit Insurance Corporation as
Recei[redacted]ecula [redacted]y Bank

(b)(6) [redacted]

By: Kevin Wheelwright Date: 10/27/12
Counsel

(b)(6) [redacted] Date: 10/26/12
Steven Archie

____________ Date: _____ Steven Archie	____________ Date: _____ James W. Andrews
____________ Date: _____ Frank Basirico, Jr.	____________ Date: _____ Robert P. Beck
____________ Date: _____ Stephanie Bitters	____________ Date: _____ Neil M. Cleveland
____________ Date: _____ George Cossolias	____________ Date: _____ Barbara Davis
____________ Date: _____ Shelley Flener	____________ Date: _____ Luther J. Mohr
____________ Date: _____ Martin Plourd	____________ Date: _____ Thomas M. Shepherd
____________ Date: _____ Thomas Wardle	____________ Date: _____ Scott J. Word

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Federal Deposit Insurance Corporation as
Receiver for Temecula Valley Bank

By: ____________________ Date: ______

(b)(6)

(b)(6)

____________________ Date: ______ Steven Aichle	[redacted] Date: 10-25-12 (b)(6)
____________________ Date: ______ Frank Basirico, Jr.	____________________ Date: ______ Robert P. Beck
____________________ Date: ______ Stephanie Bitters	____________________ Date: ______ Neil M. Cleveland
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Robert P. Beck

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Steven Aichle

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Frank Basirico, Jr.

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Stephanie Bitters

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(b)(6) [redacted] Cossolias

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Shelley Flener

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Martin Plourd

________________________ Date: ______
Thomas Wardle

The Estate of Richard W. Wright

By: ____________________ Date: ______

Federal Insurance Company

By: ____________________ Date: ______

American International / Chartis Insurance

By: ____________________ Date: ______

________________________ Date: ______
James W. Andrews

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Robert P. Beck

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(b)(6) ____________________ Date: ______ George Cossolias	[redacted] Date: 10/31/12 Barbara Davis
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George Cossolias

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Barbara Davis

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Neil M. Cleveland

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George Cossolias

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Shelley Flener

[redacted] ate: 10-15-12
L[redacted]r J. Mo[redacted]

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Martin Plourd

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Scott J. Word

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

Federal Deposit Insurance Corporation as
Receiver for Temecula Valley Bank

By: ____________________ Date: ______

____________________ Date: ______ Steven Aichle	____________________ Date: ______ James W. Andrews
____________________ Date: ______ Frank Basirico, Jr.	____________________ Date: ______ Robert P. Beck
____________________ Date: ______ Stephanie Bitters	____________________ Date: ______ Neil M. Cleveland
____________________ Date: ______ George Cossolias	____________________ Date: ______ Barbara Davis
____________________ Date: ______ Shelley Flener	____________________ Date: ______ Luther J. Mohr
(b)(6) [redacted] Date: 10/29/12 Martin Plourd	____________________ Date: ______ Thomas M. Shepherd
____________________ Date: ______ Thomas Wardle	____________________ Date: ______ Scott J. Word

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Barbara Davis

____________________ Date: ______
Shelley Flener

____________________ Date: ______
Luther J. Mohr

(b)(6)

____________________ Date: ______
Martin Plourd

[redacted] Date: 10/26/12
Thomas M. Shepherd [redacted]

(b)(6)

____________________ Date: ______
Thomas Wardle

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____________________ Date: ______ Martin Plourd	____________________ Date: ______ Thomas M. Shepherd
(b)(6) [redacted] ate: 10-26-12 Thomas Wardle	____________________ Date: ______ Scott J. Word

20120824

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____________________ Date: ______
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____________________ Date: ______
Shelley Flener

____________________ Date: ______
Luther J. Mohr

____________________ Date: ______
Martin Plourd

____________________ Date: ______
Thomas M. Shepherd

____________________ Date: ______
Thomas Wardle

(b)(6)

[redacted] Date: 1/25/12
Wo[redacted]

(b)(6)

20120624

To the Attention of [redacted] (b)(6)

The Estate of Richard W. Wright

(b)(6)

By: [redacted] Date: 10-25-12

Federal Insurance Company

By: ____________________ Date: ________

Chartis Claims, Inc on behalf of Chartis Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company

By: ____________________ Date: ________

Approved as to Form:

LATHAM & WATKINS, LLP
Counsel for Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright

By: ____________________ Date: ________

LINDQUIST & VENNUM, PLLP
Counsel for George Cossolias

By: ____________________ Date: ________

CALLAHAN & BLAINE
Counsel for FDIC

By: ____________________ Date: ________

The Estate of Richard W. Wright

By: ____________________ Date: ______

(b)(6)

Federal[redacted]nsurance Co[redacted]any [redacted]

(b)(6) [redacted] Date: 10/29/12

Chartis Claims, Inc. on behalf of Chartis Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company

By: ____________________ Date: ________

Approved as to Form:

LATHAM & WATKINS, LLP
Counsel for Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright

By: __________________________ Date: __________

LINDQUIST & VENNUM, PLLP
Counsel for George Cossolias

By: __________________________ Date: __________

CALLAHAN & BLAINE
Counsel for FDIC

By: __________________________ Date: ___________

The Estate of Richard W. Wright

By: ____________________ Date: ______

Federal Insurance Company

By: ____________________ Date: ______

Chartis Claims, Inc. on behalf of Chartis Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company

(b)(6)

By [redacted] ate: 11/6/12

(b)(6)

Approved as to Form: [redacted]

LATHAM & WATKINS, LLP
Counsel for Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright

By: __________________________ Date: __________

LINDQUIST & VENNUM, PLLP
Counsel for George Cossolias

By: __________________________ Date: __________

CALLAHAN & BLAINE
Counsel for FDIC

By: __________________________ Date: __________

The Estate of Richard W. Wright

By: ____________________Date: ______

Federal Insurance Company

By: ____________________Date: _______

Chartis Claims, Inc. on behalf of Chartis Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company

By: ____________________Date: ________

Approved as to Form:

LATHAM & WATKINS, LLP
Counsel for Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright

(b)(6)

B[redacted]Date: 10-29-12

LINDQUIST & VENNUM, PLLP
Counsel for George Cossolias

By: __________________________Date: __________

CALLAHAN & BLAINE
Counsel for FDIC

By: __________________________Date: ___________

The Estate of Richard W. Wright

By: ____________________ Date: ______

Federal Insurance Company

By: ____________________ Date: _______

Chartis Claims, Inc. on behalf of Chartis Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company

By: ____________________ Date: ________

Approved as to Form:

LATHAM & WATKINS, LLP
Counsel for Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright

By: __________________________ Date: __________

LINDQUIST & VENNUM, PLLP
Counsel for George Cossolias

(b)(6)

B[redacted] Date: 10/28/12

CALLAHAN & BLAINE
Counsel for FDIC

By: __________________________ Date: ___________

The Estate of Richard W. Wright

By: ____________________Date: ______

Federal Insurance Company

By: ____________________Date: _______

Chartis Claims, Inc. on behalf of Chartis Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company

By: ____________________Date: ________
Approved as to Form:

LATHAM & WATKINS, LLP
Counsel for Steven W. Aichle, James W. Andrews, Frank Basirico, Jr., Robert P. Beck, Stephanie Bitters, Neil M. Cleveland, Barbara Davis, Shelley Flener, Luther J. Mohr, Martin Plourd, Thomas M. Shepherd, Thomas Wardle, Scott J. Word, and the estate of Richard W. Wright

By: __________________________Date:__________

LINDQUIST & VENNUM, PLLP
Counsel for George Cossolias

By: __________________________Date: __________

CALLAHAN & BLAINE
Counsel for FDIC

(b)(6)

By: [redacted]ate: 10-29-12

20120824

EXHIBIT A

If paid by check, the Settlement Funds shall be delivered by first class mail, return receipt requested, or by UPS or similar overnight courier, to the following address:

Kevin Wheelwright, Counsel
Federal Deposit Insurance Corporation
3501 North Fairfax Drive, VS-B-7022
Arlington, VA 22226

Telephone: (703) 516-5196

If paid by wire transfer, the wiring instructions for the Settlement Funds are:

BANK: Federal Home Loan Bank of New York
(b)(4) **ROUTING #:**
FOR CREDIT TO: FDIC National Liquidation Account
(b)(4) **ACCOUNT #:**
OBI: FIN 10082; Temecula Valley Bank, Temecula, CA;
Contact: Kevin Wheelwright; 703-516-5196; Professional Liability (37100);
DIF Fund, Asset # 10082000002