

December 15, 2014

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 Community Bank of Arizona ("FDIC-R"); Edward M. Jamison, Stephen R. Curley, James E. Nelson, LeRoy R. Aman, Leanne B. Appeldorn-March, Rick L. Murphy, and Phillip B. Whitaker (collectively, the "Settling Defendants"); and Progressive Casualty Insurance Company ("Insurer"). The FDIC-R, the Settling Defendants, and Insurer may be referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

Prior to August 14, 2009, Community Bank of Arizona ("Bank") was a depository institution organized and existing under the laws of Arizona;

On August 14, 2009, the Arizona 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;

On May 28, 2010, Community Bancorp, the holding company of the Bank, filed a Chapter 7 bankruptcy petition in the District of Nevada (the "Bankruptcy Court"), styled *In re Community Bancorp*, Case No. BK-S-10-20038-LED ("the Bankruptcy"). The duly appointed Trustee for Community Bancorp in the Bankruptcy is Yvette E. Weinstein ("Trustee");

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/or employees of the Bank;

On July 13, 2012, the FDIC-R filed a Complaint for money damages against the Settling Defendants, each of whom served at various times as directors and/or officers of the Bank. Those claims for damages are now pending in the United States District Court for the District of Arizona in *FDIC as Receiver for Community Bank of Arizona v. Jamison, et al.*, Case No. 12-cv-01508-PHX-SMM (D. Arizona) (“D&O Action”). The Settling Defendants have denied liability in the D&O Action;

(b)(4)

Insurer issued a director and officer liability policy numbered [REDACTED] for the period July 31, 2007 through July 31, 2010 (“Policy”), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policy. The Settling Defendants have asserted claims for coverage under the Policy;

On February 4, 2013, Insurer filed a Complaint against the FDIC-R and the Settling Defendants seeking, among other things, a declaration that the D&O Action is not covered under the Policy (“Coverage Action”). The FDIC-R and the Settling Defendants have denied that the Insurer is entitled to the requested relief. This Coverage Action is pending in the United States District Court for the District of Arizona styled as *Progressive v. FDIC, et al.*, Case No. 13-cv-0232-IHRH;

Settling Defendants Curley, Nelson, and Jamison (“the Indemnified Defendants”) filed Claim Nos. 6-1, 7-1, and 10-1, respectively, in the Bankruptcy (“the Claims”), seeking, among other things, indemnification for any judgments or expenses incurred in connection with the D&O and Coverage Actions in the Bankruptcy;

The Insurer, the Settling Defendants, and the Trustee have agreed to a resolution of any claims, demands, obligations, damages, actions, and causes of action, that arise from or relate to the Claims, the Policy, the D&O Action or the Coverage Action as documented in Exhibit A hereto (the "Bankruptcy Agreement"); and

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: Payments to FDIC-R**

A. As an essential covenant and condition to this Agreement, on or before February 10, 2015, Insurer agrees to pay to the FDIC-R the sum of \$6,000,000 (the "Settlement Payment"). The obligations to make the Settlement Payment are subject to the satisfaction of the following conditions (the "Conditions"): (i) Bankruptcy Court approval for the Insurer to use \$5,800,000 from the Policy towards payment of the Settlement Payment and (ii) the Trustee's payment of \$200,000 on the Claims to the trust account of Loss, Judge & Ward, LLP.

B. The Settlement Payment to the FDIC-R shall be paid by direct wire transfer into the following account:

(b)(4)  
(b)(4)  
(b)(4)  
Federal Home Loan Bank of New York  
[Redacted]  
For Credit to: FDIC National Liquidation Account  
[Redacted]  
Community Bank of Arizona  
Contact: J.S. Tonkinson, 972-761-8105; [Redacted]

(b)(4)

C. If the Conditions are not satisfied and FDIC-R does not receive the Settlement Payment in full on or before February 10, 2015, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest) to:

1. Extend the period of time for the Settlement Payment, including accrued interest, which shall accrue beginning five business days following the occurrence of the Conditions through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(a)(2), or;

2. Enforce this Agreement, in which event the Settling Defendants and Insurer agree to jurisdiction in United States District Court for the District of Arizona and any defaulting party agrees 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 and move to vacate any dismissal or lift any stay of the D&O Action, to which the Settling Defendants agree to consent, and reinstitute or resume any action on the FDIC-R's claims. The Settling Defendants further agree not to assert any objections, defenses, claims, or counterclaims, including any defense based on any statute of limitations that would bar any of the FDIC-R's claims, that did not exist or were otherwise unavailable as of the date this Agreement was fully executed. In the event the FDIC-R terminates this Agreement and reinstates the D&O action, the Insurer in its sole discretion may move to vacate any dismissal or lift any stay of the Coverage Action, to which the FDIC-R and the Settling Defendants agree to consent, and reinstitute or resume any action on the Insurer's claims.

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 Settlement Payment (including all accrued interest) in full.

## **SECTION II: Stipulation of Dismissal**

Within five business days after receipt of the Settlement Payment, plus any accrued interest, the FDIC-R shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Settling Defendants in the form attached hereto as Exhibit B, in the D&O action. Within five business days after the filing of the stipulation of dismissal with prejudice in the D&O Action, the Insurer shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties in the form attached hereto as Exhibit C, in the Coverage Action.

## **SECTION III: Releases**

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

Upon receipt of the Settlement Payment in full and except as provided in Section III.D below, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges:

1. The Settling Defendants 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 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 and the Coverage Action.

2. Insurer, its parents, subsidiaries, affiliates, and reinsurers, and its 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 or the Coverage Action. As part of this release of Insurer, the FDIC-R agrees that any interest it may have under the Policy is extinguished.

3. 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 Persons if such Covered Persons assert any claim against the FDIC-R.

B. The Settling Defendants' Releases.

Effective simultaneously with the release granted in Section III.A. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, representatives, successors, and assigns, hereby release and discharge:

1. The FDIC-R, and its employees, officers, directors, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or 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 and the Coverage Action.

2. Insurer, its parents, subsidiaries, affiliates, and reinsurers, and its and their

respective employees, officers, directors, agents, attorneys, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or equity, that arise from or relate to the Policy, the D&O Action or the Coverage Action. As part of this release, the Settling Defendants agree that any interest they may have under the Policy is extinguished.

C. Insurer's Releases.

Effective simultaneously with the releases granted in Section III.A. 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:

1. The FDIC-R, and its employees, officers, directors, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy, the D&O Action, or the Coverage Action.

2. Each of the Settling Defendants, 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, that arise from or relate to the Policy, or 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 employees, officers and/or directors of the Bank or in any other capacity including, without limitation, the causes of action alleged or which could have been alleged in the D&O Action, the Coverage Action, or any other legal proceeding.

D. 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 Defendants, Insurer, 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 the 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 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 Victim and Witness Protection Act and/or the Mandatory Victims Restitution Act, 18 U.S. C. §§ 3322 and 3663, et seq., if appropriate.

#### **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 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 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. This Section shall not be construed, however, as requiring the Indemnified Defendants to assign the Claims to the FDIC-R.

#### **SECTION V: Representations and Acknowledgement**

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

C. Financial Disclosure Representation. Each Settling Defendant has submitted financial information to the FDIC-R including Personal Financial Statements and herein affirms that his or her financial information was true and accurate as of the date of the submission and further affirms that there have been no material changes since the date of the submission to the date of this Agreement. 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.

#### **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 obtain Bankruptcy Court approval of the Settlement Payment, conclude the D&O Action and the Coverage 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 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 Arizona.

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:

(b)(6)

Stuart Tonkinson  
Federal Deposit Insurance Corporation  
1601 Bryan Street  
Dallas, TX 75201

and

(b)(6)

Antony Burt  
Schiff Hardin LLP  
233 South Wacker Drive  
Chicago, Illinois 60606

If to the Settling Defendants:

Joel P. Hoxie  
Jennifer Hadley  
Snell Wilmer  
One Arizona Center  
400 East Van Buren Street  
Suite 1900  
Phoenix, AZ 85004-2202  
602.382.6371

(b)(6)

(b)(6)

[Redacted]

Kevin Stolworthy  
Armstrong Teasdale  
3770 Howard Hughes Parkway  
Suite 200  
Las Vegas, Nevada 89169  
702.415.2952

(b)(6)

[Redacted]

John S. Golwen  
Bass, Berry & Sims PLC  
The Tower at Peabody Place 100 Peabody Place Suite 900  
Memphis, Tennessee 38103  
(901) 543-5903

(b)(6)

[Redacted]

Philip K. Smith  
Gerrish McCreary Smith, P.C.  
700 Colonial Road, Suite 200  
Memphis, Tennessee 38117  
(901) 767-0900

(b)(6)

[Redacted]

If to the Insurer:

Lewis K. Loss  
Loss, Judge & Ward LLP  
Two Lafayette Centre  
1133 21st Street, NW  
Suite 450  
Washington, DC 20036  
(202) 778-4063

(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 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. 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  
COMMUNITY BANK OF ARIZONA

(b)(6)

Date: December 16, 2014

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

EDWARD M. JAMISON

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

STEPHEN R. CURLEY

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

JAMES E. NELSON

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

LEROY R. AMAN

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

LEANNE B. APPELDORN-MARCH

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

RICK L. MURPHY

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

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

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR COMMUNITY BANK OF ARIZONA

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

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

Date: 16 Dec 2014

EDWARD M. JAMISON

(b)(6)

STEPHEN R. CURLBY

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

JAMES E. NELSON

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

LEROY R. AMAN

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

LEANNE B. APPELDORN-MARCH

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

RICK L. MURPHY

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

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

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR COMMUNITY BANK OF ARIZONA

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

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

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

EDWARD M. JAMISON

Date: 12/18/14

STEPHEN R. CURLEY

[Redacted Signature]

(b)(6)

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

JAMES L. NELSON

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

LEROY R. AMAN

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

LEANNE B. APPELDORN-MARCH

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

RICK L. MURPHY



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  
COMMUNITY BANK OF ARIZONA

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

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

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

EDWARD M. JAMISON

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

STEPHEN R. CURLEY

Date: 12/19/14

JAMES E. NELSON

[Redacted signature]

(b)(6)

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

LEROY R. AMAN

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

LEANNE B. APPELDORN-MARCH

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

RICK L. MURPHY

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 COMMUNITY BANK OF ARIZONA

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

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

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

EDWARD M. JAMISON

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

STEPHEN R. CURLEY

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

JAMES E. NELSON

Date: Dec 16, 2014

[Signature]  
LEROY R. AMAN

(b)(6)

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

LEANNE B. APPELDORN-MARCH

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

RICK L. MURPHY

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  
COMMUNITY BANK OF ARIZONA

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

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

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

EDWARD M. JAMISON

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

STEPHEN R. CURLEY

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

JAMES E. NELSON

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

LEROY R. AMAN

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

LEANNE B. APPELDORN-MARCH

[Redacted signature area]

(b)(6)

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

RICK L. MURPHY

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 COMMUNITY BANK OF ARIZONA

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

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

TITLE: Counsel

PRINT NAME: Stuart Tonkinson

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

EDWARD M. JAMISON

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

STEPHEN R. CURLEY

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

JAMES E. NELSON

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

LEROY R. AMAN

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

LEANNE B. APPELDORN-MARCH

Date: 12/16/14

RICK I. MURPHY

[Redacted signature area]

(b)(6)

Date: December 16, 2014

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

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PHILIP B. WHITAKER

PROGRESSIVE CASUALTY INSURANCE  
COMPANY

(b)(6)

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

PHILLIP B. WHITAKER

Date: 12/18/2014

PROGRESSIVE CASUALTY INSURANCE  
COMPANY

(b)(6)

CH2\15775239.3

BY: 

Title: Sr. Claims Mgr - C.L. Casualty

Print Name: WILLIAM JAY SCHERMER

EXHIBIT A

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by Progressive Casualty Insurance Company ("Progressive"); Yvette Weinstein in her capacity as Chapter 7 Bankruptcy Trustee for Community Bancorp with respect to the matter captioned *In Re Community Bancorp*, Case No. BK-S-10-20038-LED (Bankr. D. Nev.) (the "Trustee"); Stephen R. Curley; James E. Nelson; and Edward M. Jamison (the "Indemnified Defendants"); and LeRoy R. Aman, Leanne B. Appeldorn-March, Rick L. Murphy, and Phillip B. Whitaker (the "Outside Directors"). Each of Progressive, the Trustee, the Indemnified Defendants, and the Outside Directors is a Party to this Agreement and are referred to herein collectively as the Parties.

### RECITALS

WHEREAS:

(b)(4)

A. Progressive issued Directors and Officers / Company Liability Insurance Policy for Financial Institutions [REDACTED] (the "Progressive Policy" or the "Policy") to Community Bancorp ("Debtor"), Community Bank of Nevada ("CBON"), Community Bank of Arizona ("CBOA"), and other Named Insureds.

B. CBOA was closed by the Arizona Department of Financial Institutions on August 14, 2009, and the Federal Deposit Insurance Corporation ("FDIC") was appointed as receiver ("FDIC-R").

C. FDIC-R asserted claims against former directors, officers, and employees of CBOA.

D. The former directors, officers, and employees of CBOA sought coverage under the Progressive Policy with respect to the claims asserted against them by FDIC-R.

E. Progressive agreed to proceed with respect to the claims asserted by FDIC-R against the former directors, officers, and employees of CBOA subject to a full reservation of rights.

F. Pursuant to Progressive's full reservation of rights, Progressive agreed to advance Defense Costs incurred by the former directors, officers, and employees of CBOA with respect to their defense of the claims asserted by FDIC-R.

G. On or about July 13, 2012, FDIC-R filed a lawsuit in the United States District Court for the District of Arizona against seven former directors and officers of CBOA: Edward M. Jamison, Stephen R. Curley, James E. Nelson, LeRoy R. Aman, Leanne B. Appeldorn-March, Rick L. Murphy, and Phillip B. Whitaker (collectively, the "Settling Defendants") captioned *Federal Deposit Insurance Corporation, as Receiver of Community Bank of Arizona v. Jamison, et al.*, No. 2:12-cv-01508-SMM (D. Ariz.) (the "D&O Action").

H. On or about February 4, 2013, Progressive filed a lawsuit in the United States District Court for the District of Arizona against FDIC-R and the Settling Defendants captioned



*Progressive Casualty Insurance Company v. Federal Deposit Insurance Corporation, as Receiver of Community Bank of Arizona, et al.*, No. 2:13-cv-00232-HRH (D. Ariz.) (the "Coverage Action"), seeking a declaratory judgment that the Progressive Policy provides no coverage for the D&O Action.

I. On or about May 28, 2010, Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code captioned *In re Community Bancorp*, BK-S-10-20038 (Bankr. D. Nev.) (the "Bankruptcy Proceeding").

J. The Trustee was appointed as Bankruptcy Trustee for Debtor.

K. On or about August 27, 2010 and September 9, 2010, the Indemnified Defendants filed proofs of claim in the Bankruptcy Proceeding seeking indemnification with respect to the claims asserted against them by FDIC-R (the "Bankruptcy Claims").

L. On or about January 18, 2013, the Trustee filed in the Bankruptcy Proceeding an objection to, *inter alia*, the Indemnified Defendants' claims pursuant to 11 U.S.C. § 502.

M. By agreement among, *inter alia*, the Trustee and the Indemnified Defendants, on or about April 19, 2013, the Trustee filed in the Bankruptcy Proceeding a Stipulation to Withdraw Trustee's Objection to Claims Pursuant to § 502, which was approved by the Bankruptcy Court on or about April 22, 2013.

N. Progressive, FDIC-R, and the Settling Defendants have agreed to a resolution of the D&O Action and Coverage Action as documented in Exhibit A hereto (the "Settlement Agreement").<sup>1</sup> The Settlement Agreement is incorporated herein by reference to the extent necessary to effectuate the terms of this Agreement.

O. The Trustee has agreed to contribute funds toward the Settlement Agreement, subject to Bankruptcy Court approval, in order to settle the Bankruptcy Claims.

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: Bankruptcy Court Settlement Approval**

1. Within five (5) business days following execution of this Agreement and the Settlement Agreement by all parties to the respective agreements, the Trustee shall cause to be filed in the Bankruptcy Proceeding a Motion for Approval of Settlement in the form attached hereto as Exhibit B.

2. The Trustee agrees to use her best efforts to secure approval of the Settlement Agreement in the Bankruptcy Proceeding, including both the payment by Progressive under the Policy as set forth in the Settlement Agreement and the \$200,000 payment by the Trustee, as described in the Settlement Agreement.

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<sup>1</sup> Exhibit A hereto omits Exhibits A, B and C to the Settlement Agreement for simplification purposes.

3. Progressive and the Indemnified Defendants agree to provide such reasonable cooperation as may be required to secure approval of the Settlement Agreement in the Bankruptcy Proceeding.

### **SECTION II: Settlement Payment**

4. Upon entry of an order in the Bankruptcy Proceeding granting the Motion for Approval of Settlement referenced in Section I, Paragraph 1 above, the Trustee shall pay or cause to be paid the amount of \$200,000.00 to the trust account of Loss, Judge & Ward, LLP in consideration for the mutual promises herein and in satisfaction of the obligations set forth in Section I.A. of the Settlement Agreement.

### **SECTION III: Releases and Dismissal**

#### **A. Release of Claims**

5. The following releases shall be effective simultaneously upon the releases set forth in Section III of the Settlement Agreement becoming effective pursuant to the terms of the Settlement Agreement:

a. The Indemnified Defendants, for themselves and on behalf of their respective heirs, executors, trustees, administrators, representatives, attorneys, successors and assigns, hereby withdraw the Bankruptcy Claims, disclaim any claim against Debtor's bankruptcy estate, and release and discharge the Trustee and Debtor 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 Bankruptcy Claims, the D&O Action, or the Coverage Action.

b. The Outside Directors, for themselves and on behalf of their respective heirs, executors, trustees, administrators, representatives, attorneys, successors and assigns, hereby disclaim any claim against Debtor's bankruptcy estate and release the Trustee and Debtor 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 D&O Action or the Coverage Action.

c. Trustee, for herself and on behalf of Debtor, hereby releases and discharges the Indemnified Defendants and the Outside Directors, and their respective heirs, executors, trustees, administrators, 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 D&O Action, the Coverage Action or the Bankruptcy Proceeding.

d. Trustee, for herself and on behalf of Debtor, hereby releases and discharges Progressive and its parents, subsidiaries, affiliates, and reinsurers, and its 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 D&O Action, the Coverage Action or the Bankruptcy Proceeding.

e. Progressive, for itself and its parents, subsidiaries, affiliates and reinsurers and their successors and assigns, hereby releases and discharges the Trustee and Debtor 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 D&O Action, the Coverage Action or the Bankruptcy Proceeding.

**B. Dismissal of the Coverage Action**

6. The Trustee and Progressive agree to cooperate in dismissing the Coverage Action, as described in Section II of the Settlement Agreement.

**SECTION IV: Representations and Acknowledgements**

7. 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.

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

**SECTION V: Reasonable Cooperation**

9. 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 obtain approval of the Settlement Agreement in the Bankruptcy Proceeding, conclude the D&O Action and the Coverage Action, and to otherwise perform the terms of this Agreement.

**SECTION VI: Other Matters**

10. 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.

11. 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.

12. 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 Nevada.

13. 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 Trustee:

(b)(6) Christine A. Roberts  
The Furnier Muzzo Group LLC  
3311 South Rainbow Blvd, Suite 104  
Las Vegas, NV 89146  
(702) 728-5285

(b)(6) Douglas H. Allsworth  
Kutak Rock LLP  
8601 North Scottsdale Rd.  
Suite 300  
Scottsdale, AZ 85253-2738  
(480) 429-7107

If to Progressive:

(b)(6) Lewis K. Loss  
Loss, Judge & Ward, LLP  
Two Lafayette Centre  
1133 21st Street, NW  
Suite 450  
Washington, DC 20036  
(202) 778-4063

If to the Indemnified Defendants:

(b)(6) Jennifer Hadley  
Snell Wilmer  
One Arizona Center  
400 East Van Buren Street  
Suite 1900  
Phoenix, AZ 85004-2202  
(602) 382-6371

Kevin Stolworthy  
Armstrong Teasdale  
3770 Howard Hughes Parkway  
Suite 200  
Las Vegas, NV 89169  
(702) 415-2952

(b)(6)

If to the Outside Directors:

John S. Golwen  
Bass, Berry & Sims PLC  
The Tower at Peabody Place 100 Peabody Place Suite 900  
Memphis, Tennessee 38103  
(901) 543-5903

(b)(6)

14. Entire Agreement and Amendments. Subject to paragraph N of the Recitals, 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).

15. 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.

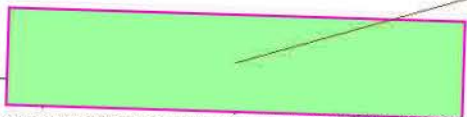
16. No Confidentiality. All Parties acknowledge that this Agreement shall not be confidential.

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.

YVETTE WEINSTEIN as CHAPTER 7  
BANKRUPTCY TRUSTEE FOR  
COMMUNITY BANCORP

(b)(6)

Date: 12/16/14

By: 

PROGRESSIVE CASUALTY INSURANCE  
COMPANY

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

By: \_\_\_\_\_

(b)(6)

Kevin Stolworthy  
Armstrong Teasdale  
3770 Howard Hughes Parkway  
Suite 200  
Las Vegas, NV 89169  
(702) 415-2952

[Redacted]

If to the Outside Directors:

(b)(6)

John S. Golwen  
Bass, Berry & Sims PLC  
The Tower at Peabody Place 100 Peabody Place Suite 900  
Memphis, Tennessee 38103  
(901) 543-5903

[Redacted]

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16. No Confidentiality. All Parties acknowledge that this Agreement shall not be confidential.

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.

YVETTE WEINSTEIN as CHAPTER 7  
BANKRUPTCY TRUSTEE FOR  
COMMUNITY BANCORP

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

By: \_\_\_\_\_

(b)(6)

PROGRESSIVE CASUALTY INSURANCE  
COMPANY

Date: 12/18/2014

By: [Redacted]

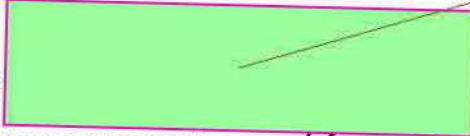
Title: Sr. Claims Mgr - Cb. Casualty

Print Name: WILLIAM JAYSCHERMER

(b)(6)

Date: 12/18/14

STEPHEN R. CURLEY

By: 

JAMES E. NELSON

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

By: \_\_\_\_\_

EDWARD M. JAMISON

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

By: \_\_\_\_\_

LEROY R. AMAN

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

By: \_\_\_\_\_

LEANNE B. APPELDORN-MARCH

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

By: \_\_\_\_\_

RICK L. MURPHY

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

By: \_\_\_\_\_

PHILLIP B. WHITAKER

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

By: \_\_\_\_\_

STEPHEN R. CURLEY

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

By: \_\_\_\_\_

JAMES E. NELSON

Date: 12/19/14

By: 

(b)(6)

EDWARD M. JAMISON

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

By: \_\_\_\_\_

LEROY R. AMAN

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

By: \_\_\_\_\_

LEANNE B. APPELDORN-MARCHI

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

By: \_\_\_\_\_

RICK L. MURPHY

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

By: \_\_\_\_\_

PHILLIP B. WHITAKER

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

By: \_\_\_\_\_



STEPHEN R. CURLEY

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

By: \_\_\_\_\_

(b)(6)

JAMES E. NELSON

Date: 16 Dec 2014

By: 

EDWARD M. JAMISON

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

By: \_\_\_\_\_

LEROY R. AMAN

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

By: \_\_\_\_\_

LEANNE B. APPELDORN-MARCH

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

By: \_\_\_\_\_

RICK L. MURPHY

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

By: \_\_\_\_\_

PHILLIP B. WHITAKER

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

By: \_\_\_\_\_

STEPHEN R. CURLEY

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

By: \_\_\_\_\_

JAMES E. NELSON

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

By: \_\_\_\_\_

EDWARD M. JAMISON

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

By: \_\_\_\_\_

(b)(6)

LERROY R. AMAN

Date: Dec. 16, 2014

By: 

LEANNE B. APPELDORN-MARCH

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

By: \_\_\_\_\_

RICK L. MURPHY

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

By: \_\_\_\_\_

PHILLIP B. WHITAKER

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

By: \_\_\_\_\_

STEPHEN R. CURLEY

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

By: \_\_\_\_\_

JAMES E. NELSON

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

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EDWARD M. JAMISON

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

By: \_\_\_\_\_

LEROY R. AMAN

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

By: \_\_\_\_\_

LEANNE B. APPELDORN-MARCH

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

By: 

(b)(6)

RICK L. MURPHY

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

By: \_\_\_\_\_

PHILLIP B. WHITAKER

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

By: \_\_\_\_\_

STEPHEN R. CURLEY

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

By: \_\_\_\_\_

JAMES E. NELSON

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

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EDWARD M. JAMISON

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

By: \_\_\_\_\_

LEROY R. AMAN

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

By: \_\_\_\_\_

LEANNE B. APPELDORN-MARCH

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

By: \_\_\_\_\_

RICK L. MURPHY

Date: 12/16/14

By: 

(b)(6)

PHILLIP B. WHITAKER

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

By: \_\_\_\_\_

STEPHEN R. CURLEY

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

By: \_\_\_\_\_

JAMES E. NELSON

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

By: \_\_\_\_\_

EDWARD M. JAMISON

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

By: \_\_\_\_\_

LEROY R. AMAN

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

By: \_\_\_\_\_

LEANNE B. APPELDORN-MARCH

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

By: \_\_\_\_\_

RICK L. MURPHY

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

By: \_\_\_\_\_

PHILIP B. WHITAKER

Date: December 16, 2014

By: 

(b)(6)

**EXHIBIT B**

(b)(6)

1 Antony S. Burt, (*pro hac vice*)  
2 SB# 6183449 (Illinois)  
3 SCHIFF HARDIN LLP  
4 233 S. Wacker Drive, Suite 6600  
5 Chicago, IL 60606  
6 tel: (312) 258-5500  
7 fax: (312) 258-5600

8 Attorneys for the Federal Deposit  
9 Insurance Corporation as Receiver for  
10 Community Bank of Arizona

11 IN THE UNITED STATES DISTRICT COURT  
12 FOR THE DISTRICT OF ARIZONA

13 The Federal Deposit Insurance  
14 Corporation as Receiver for  
15 Community Bank of Arizona,

16 Plaintiff,

17 vs.

18 Edward M. Jamison; Stephen R. Curley;  
19 James E. Nelson; LeRoy R. Aman;  
20 Leanne B. Appeldorn-March; Richard  
21 L. Murphy; and Philip B. Whitaker,

22 Defendants.

Case No. 2:12-cv-01508-SMM

**JOINT STIPULATION TO DISMISS  
ACTION IN ITS ENTIRETY WITH  
PREJUDICE AND TO STRIKE ALL  
FUTURE CALENDAR DATES**

23 Plaintiff Federal Deposit Insurance Corporation, as Receiver for Community Bank  
24 of Arizona ("FDIC-Receiver") and Defendants Edward M. Jamison, Stephen R. Curley,  
25 James E. Nelson, LeRoy R. Aman, Leanne B. Appeldorn-March, Richard L. Murphy, and  
26 Philip B. Whitaker (collectively, "Defendants") jointly stipulate to dismiss this action in  
27 its entirety with prejudice and to strike all future calendar dates. Each party shall bear its  
28 own costs.

29 Kevin R. Stolworthy (*pro hac vice*)  
30 Tracy A. DiFillippo (*pro hac vice*)  
31 Conor P. Flynn (*pro hac vice*)  
32 Armstrong Teasdale LLP  
33 3770 Howard Hughes Parkway, Suite 200

34 Antony S. Burt (*pro hac vice*)  
35 David C. Giles (*pro hac vice*)  
36 Schiff Hardin LLP  
37 233 South Wacker Dr., Suite 6600  
38 Chicago, IL 60606

(b)(6)

1 Las Vegas, NV 89169  
2 (t) 702-678-5070  
3 (f) 702-878-9995

[Redacted]

4 *Counsel for Edward M. Jamison*

5

6 John S. Golwen (*pro hac vice*)  
7 Christopher G. Lazarini (*pro hac vice*)  
8 Annie T. Christoff (*pro hac vice*)  
9 Bass, Berry & Simms PLC  
10 100 Peabody Place, Suite 900  
11 Memphis, TN 38103-3672  
12 (t) 901-543-5900  
13 (f) 901-543-5999

[Redacted]

14 *Counsel for LeRoy R. Aman, Leanne B. Appeldorn-March, Rick L. Murphy, and Philip B. Whitaker*

(b)(6)

(t) 312-258-5500  
(f) 312-258-5700

[Redacted]

*Counsel for the Federal Deposit Insurance Corporation, as Receiver of Community Bank of Arizona*

Joel P. Hoxie (#0054480)  
Jennifer Hadley (#018380)  
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One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, AZ 85004-2202  
(t) 602-382-6000  
(f) 602-382-6070

[Redacted]

*Counsel for Stephen K. Curley and James E. Nelson*

(b)(6)

(b)(6)

28



EXHIBIT C

(b)(6)

1 Antony S. Burt (*pro hac vice*)  
2 Schiff Hardin LLP  
233 South Wacker Dr., Suite 6600  
Chicago, IL 60606  
3 (t) 312-258-5500  
4 (f) 312-258-5700  
5 *Attorneys for the Federal Deposit*  
6 *Insurance Corporation as Receiver*  
*for Community Bank of Arizona*

7 **IN THE UNITED STATES DISTRICT COURT**  
8 **FOR THE DISTRICT OF ARIZONA**  
9 **PHOENIX DIVISION**

10 Progressive Casualty Insurance Company, NO. 2:13-cv-00232-HRH

11 **Plaintiff,**

12 **v.**

13 Federal Deposit Insurance Corporation, as  
14 Receiver for Community Bank of Arizona;  
Edward M. Jamison; Stephen R. Curley;  
15 James E. Nelson; LeRoy R. Aman; Leanne  
16 B. Appeldorn-March; Richard L.  
Murphy; and Philip B. Whitaker,

17 **Defendants,**

18 **and**

19 Yvette E. Weinstein, as Chapter 7 Trustee  
20 for Community Bancorp,  
21 **Defendant-Intervenor.**

**JOINT STIPULATION TO DISMISS  
ACTION IN ITS ENTIRETY WITH  
PREJUDICE AND TO STRIKE ALL  
FUTURE CALENDAR DATES**

22 Plaintiff Progressive Casualty Insurance Company ("Progressive") and Defendants  
23 Federal Deposit Insurance Corporation, as Receiver for Community Bank of Arizona  
24 ("FDIC-Receiver"), Edward M. Jamison, Stephen R. Curley, James E. Nelson, LeRoy R.  
25 Aman, Leanne B. Appeldorn-March, Richard L. Murphy, and Philip B. Whitaker (the  
26 "D&Os"), and Yvette E. Weinstein, as Chapter 7 Trustee for Community Bancorp  
27

1 ("Trustee" and collectively with FDIC-Receiver and the D&Os, "Defendants") jointly  
2 stipulate to dismiss this action in its entirety with prejudice and to strike all future  
3 calendar dates. Each party shall bear its own costs.

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Lewis K. Loss (*pro hac vice*)  
Matthew J Dendinger (*pro hac vice*)  
Loss, Judge & Ward, LLP  
Two Lafayette Centre  
1133 21st Street, NW, Suite 450  
Washington, DC 20036  
(t) 202-778-4060  
(f) 202-778-4099

[Redacted]

Glen Hallman  
State Bar No. 005888  
Gallagher & Kennedy, P.A.  
2575 E. Camelback Road  
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(t) 602-530-8000  
(f) 602-530-8500

[Redacted]

*Counsel for Progressive Casualty Insurance Company*

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Armstrong Teasdale LLP  
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[Redacted]

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Annie T. Christoff (*pro hac vice*)  
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Memphis, TN 38103-3672  
(t) 901-543-5900  
(f) 901-543-5999

[Redacted]

*Counsel for LeRoy R. Aman, Leanne B. Appeldorn-March, Rick L. Murphy, and Philip B. Whitaker*

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Molly L. Wiltshire (*pro hac vice*)  
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[Redacted]

*Counsel for the Federal Deposit Insurance Corporation, as Receiver for Community Bank of Arizona*

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One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, AZ 85004-2202  
(t) 602-382-6000  
(f) 602-382-6070

[Redacted]

*Counsel for Stephen R. Curley and James E. Nelson*

Douglas Henson Allsworth  
Echo Adrien Orcutt  
Kutak Rock LLP  
8601 N Scottsdale Rd., Ste. 300  
Scottsdale, AZ 85253-2742  
480-429-7107  
480-429-5001 (fax)

[Redacted]

*Counsel for Yvette Weistein, Chapter 7 Trustee for Community Bancorp*

(b)(6)

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