

**SETTLEMENT AGREEMENT, ASSIGNMENT, AND  
COVENANT NOT TO EXECUTE**

This Settlement Agreement, Assignment and Covenant Not To Execute ("Agreement") is entered into as of November 8, 2012 (the "Effective Date"), by the Federal Deposit Insurance Corporation (the "FDIC") in its capacity as Receiver of County Bank (hereinafter, "FDIC-R"), on the one hand, and Thomas T. Hawker, John J. Incandela, David Kraechan, Edwin Jay Lee, and Edward J. Rocha (hereinafter, the "Settling Parties"), on the other hand. The FDIC-R and the Settling Parties are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

**RECITALS**

WHEREAS, Thomas T. Hawker ("Hawker") is a former Chief Executive Officer, director, and member of the Directors Loan Committee ("DLC") for County Bank ("County" or "Bank"); and

WHEREAS, John J. Incandela ("Incandela") is a former Executive Vice President and Chief Credit Officer, and member of the Executive Loan Committee ("ELC") and Management Loan Committee ("MLC") for County; and

WHEREAS, David Kraechan ("Kraechan") is a former Senior Vice President and Chief Lending Officer, and member of the ELC for County; and

WHEREAS, Edwin Jay Lee ("Lee") is a former Senior Vice President and Bank Credit Administrator, and member of the ELC and MLC for County; and

WHEREAS, Edward J. Rocha ("Rocha") is a former President and Chief Operating Officer, and member of the ELC, MLC and DLC for County; and

(b)(4) WHEREAS, BancInsure, Inc. ("BancInsure") issued a Directors' and Officers' Liability Insurance Policy (Policy No. [REDACTED] ("D&O Policy") with a policy period effective from January 19, 2006 to January 19, 2009 which provides coverage to, among others, directors and officers of Bank according to the terms, provisions and exclusions of the D&O Policy; and

(b)(4) WHEREAS, BancInsure issued an Extended Professional Liability Policy ("EPLP Policy") ("Policy No. [REDACTED]) for the policy period effective from January 19, 2008 to January 19, 2011 which provides coverage to, among others, directors and officers of Bank according to the terms, provisions and exclusions of the EPLP Policy; and

WHEREAS, Settling Parties are insureds under the D&O and EPLP policies issued by BancInsure (the "Policies"); and

WHEREAS, prior to February 6, 2009, the Bank was a wholly owned subsidiary of Capital Corp. of the West ("CCOW"); and

WHEREAS, the Bank was closed by the California Department of Financial Institutions on February 6, 2009 and the FDIC-R was appointed as receiver; and

(b)(6)

WHEREAS, in accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, and its stockholders, accountholders and depositors; and

WHEREAS, the FDIC-R has asserted claims for compensatory damages against the Settling Parties relating to their conduct as former directors and/or officers of the Bank ("Professional Claims"); and

WHEREAS, the Settling Parties provided notice of the Professional Claims to BancInsure under the Policies, and BancInsure has denied coverage under the Policies for the Professional Claims asserted by the FDIC-R against the Settling Parties; and

WHEREAS, on January 27, 2012, the FDIC-R filed suit against the Settling Parties in the Eastern District of California (the "Court"), styled *FDIC, as receiver for County Bank v. Hawker, et al.*, Case No 1:12-CV-000127-LJO (the "FDIC-R Lawsuit") asserting claims for negligence and breach of fiduciary duty in connection with their service as officers of the Bank; and

WHEREAS, the Settling Parties have also filed claims for indemnification by CCOW arising out of the FDIC-R's Professional Claims and the FDIC-R Lawsuit in the Chapter 11 bankruptcy matter filed by CCOW, styled *In re Capital Corp. of the West, Debtor*, United States Bankruptcy Court, Eastern District of California Case No 09-14298-B-11 (the "Bankruptcy Action"), which have been contested by CCOW and the CCOW creditors' committee; and

WHEREAS, the FDIC-R has filed its own claims in the Bankruptcy Action; and

WHEREAS, BancInsure has denied coverage, refused to defend, to advance defense costs, to indemnify, or to consider settlement of the FDIC-R's Professional Claims brought against the Settling Parties in the FDIC-R Lawsuit; and

WHEREAS, on July 30, 2012, the Settling Parties filed a lawsuit against BancInsure and the FDIC-R in the Eastern District of California styled *Hawker et al v. BancInsure* (Case No. 1:12-cv-01261-LJO-GSA) asserting claims against BancInsure for declaratory relief, breach of contract, bad faith, punitive damages, and reformation (the "Insurance Coverage Action"); and

WHEREAS, the FDIC-R seeks compensatory damages in the FDIC-R Lawsuit, which far exceed available insurance coverage under the Policies; and

WHEREAS, this Agreement is entered into to settle (i) the Professional Claims asserted by the FDIC-R against the Settling Parties, and (ii) the FDIC-R Lawsuit; and

WHEREAS, the Parties are also entering into this Agreement because of (i) BancInsure's refusal to defend, to advance defense costs, and to indemnify the Settling Parties in connection with the Professional Claims and the FDIC-R Lawsuit, (ii) BancInsure's failure to protect the interests of the Settling Parties by failing and refusing to settle the Professional Claims, and (iii) BancInsure's failure to protect the interests of the Settling Parties by failing and refusing to defend, to advance defense costs, and to indemnify the Settling Parties in connection with the FDIC-R Lawsuit; and

(b)(6)

WHEREAS, this Agreement is made to protect the Settling Parties and their beneficiaries, heirs, successors, and assignees from further exposure to monetary loss in connection with the Professional Claims and the FDIC-R Lawsuit. The FDIC-R is willing to provide the Settling Parties such protection, under the terms of this Agreement, in consideration of the promises, undertakings, payments, assignments, covenants and releases set forth herein, including, among other things, the below assignment of rights, claims, and causes of action that the Settling Parties have or may acquire against BancInsure and its agents, brokers, employees, officers and any other persons or entities relating to or arising out of any applicable insurance policy or policies, the Professional Claims, the FDIC-R Lawsuit, the Final Judgment (as defined in Paragraph 4 herein), or the Settlement Funds (as defined in Paragraph 1 herein), including but not limited to all statutory rights, contractual rights, and rights arising in tort or otherwise, relating to BancInsure's duties to indemnify the Settling Parties for the Professional Claims, for any judgment against them in the FDIC-R Lawsuit, to settle and pay the Professional Claims on behalf of the Settling Parties, and to settle and pay for the settlement of the FDIC-R Lawsuit on behalf of the Settling Parties. This Agreement is entered into under the authority of *Hamilton v. Maryland Casualty Co.*, 27 Cal.4th 718, 728, 117 Cal.Rptr.2d 318, 41 P.3d 128 (2002), and related cases; and

WHEREAS, in reaching this Agreement, the Parties have specifically relied upon a letter written on behalf of BancInsure by Edward F. Donohue, III, Hinshaw & Culbertson LLP dated February 23, 2012, to Jonathan Cohen Esq., counsel for the Settling Parties denying coverage and refusing to defend or indemnify the Settling Parties for the Professional Claims. The FDIC-R and the Settling Parties believe that the conduct of BancInsure is wrongful and violates the principles of good faith and fair dealing under California law and breaches the Policies at issue; and

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

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

**1. Settlement Payment.**

A. As an essential covenant and condition to this Agreement, the Settling Parties shall pay the FDIC-R the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) from a portion of their settlement of their indemnification claims in the Bankruptcy Action upon approval by the Bankruptcy Court (the \$500,000 is referred to hereinafter as "Settlement Funds"). The Settling Parties agree and irrevocably consent to and assign the payment of the Settlement Funds by the CCOW bankruptcy estate directly to the FDIC-R and waive and release all rights and claims of any kind whatsoever to said Settlement Funds.

B. In addition, and without waiving any other rights that the FDIC-R may have, in the event that the Settlement Funds are not paid to the FDIC-R for any reason whatsoever (except payment to the Settling Parties or any of them), FDIC-R agrees and covenants not to take any action of any kind to collect the Settlement Funds from the Settling Parties or any of their

property or assets; provided, however, this provision shall not preclude the FDIC-R from proceeding to collect the Settlement Funds from the CCOW bankruptcy estate in the Bankruptcy Action.

**2. Entry of Stipulated Default Judgment Against Settling Parties.** Contemporaneous with the execution of this Agreement, the FDIC-R and the Settling Parties stipulate to withdrawal of their answer previously filed in the FDIC-R Lawsuit and the entry of a default judgment in the FDIC-R Lawsuit in favor of the FDIC-R and against the Settling Parties on liability for all claims in the FDIC-R Lawsuit in the form attached hereto as Exhibit A ("Stipulated Default Judgment"). The Settling Parties consent to the entry of the Stipulated Default Judgment. Within five (5) business days of the execution of this Agreement, counsel for the FDIC-R shall submit the Stipulated Default Judgment to the Court to be entered and request that a prove-up hearing be specially set by the Court as soon as possible and within 60 days or as soon thereafter as may be scheduled by the Court.

**3. Prove-Up Hearing.** The FDIC-R and Settling Parties agree to limited discovery in advance of the prove-up hearing. The Parties agree to exchange a list of witnesses and exhibits at least 14 days prior to the hearing. Settling Parties and/or their counsel will appear at and participate in the hearing.

**4. Entry of Final Judgment and Approval of Settlement Agreement.** At the conclusion of the Prove-Up Hearing, counsel for the Parties shall jointly present to the Court, a Joint Motion for Entry of Judgment and proposed Final Judgment, attached as Exhibit B, requesting the Court to enter Final Judgment against the Settling Parties and approve the Agreement as fair and reasonable. Upon entry of Final Judgment the Parties waive their rights of appeal and/or to vacate the Final Judgment on any grounds or legal theory whatsoever.

**5. Assignment of Claims Against BancInsure by the Settling Parties.** For valuable consideration, receipt of which is hereby acknowledged by the Settling Parties, the Settling Parties irrevocably assign to the FDIC-R all of their rights, claims, and causes of action against BancInsure and its agents, brokers, employees, officers and all other persons or entities relating to or arising out of any applicable insurance policy or policies, the Professional Claims, the FDIC-R Lawsuit, the Insurance Coverage Action and the Final Judgment (except as otherwise expressly provided in the last sentence in this paragraph), including but not limited to all statutory rights, contractual rights, and rights arising in tort or otherwise, relating to BancInsure's duties to indemnify the Settling Parties for the Professional Claims and for any judgment against them in the FDIC-R Lawsuit, and to settle and pay the Professional Claims on behalf of the Settling Parties, and to settle and pay for the settlement of the FDIC-R Lawsuit on behalf of the Settling Parties (the "Assigned Claims"). This assignment shall be effective upon the Effective Date; provided, however, that notwithstanding anything in this Agreement, the Final Judgment or the Stipulation to the contrary, the Settling Parties' rights, claims and causes of action, if any, for *Brandt* attorneys' fees incurred *prior* to the Effective Date, attorneys' fees incurred by the Settling Parties in defending the FDIC-R Action incurred *prior* to the Effective Date, punitive damages and emotional distress are not assigned (collectively, the "Retained Claims").

Upon the Effective Date, the FDIC-R shall have sole and unfettered discretion and control of the prosecution of the Assigned Claims, including without limitation, settlement and

dismissal of claims. Any claims for punitive damages and/or emotional distress in the Insurance Coverage Action shall be promptly dismissed by the FDIC-R. The FDIC-R also may, in its sole discretion, continue to prosecute the Assigned Claims in the name of Settling Parties unless otherwise required by federal or California law. The FDIC-R shall have the sole right to select counsel to prosecute the Assigned Claims. The FDIC-R is solely responsible for all efforts relating to the Assigned Claims. The FDIC-R agrees that all such efforts, fees and costs will be undertaken solely at its own risk and expense; provided, however, the FDIC-R shall have no liability of any kind whatsoever to the Settling Parties in the Insurance Coverage Action for any attorneys' fees, costs or expenses incurred *prior* to the Effective Date and/or related to or arising out of the Retained Claims. The Settling Parties shall have the sole right to select counsel to prosecute their Retained Claims and Settling Parties and their counsel shall be solely responsible for all efforts, fees and costs related to the Retained Claims. The Settling Parties agree that all such efforts will be undertaken solely at their own risk and expense, any action on the Retained Claims by the Settling Parties must be brought in the Insurance Coverage Action (or same action) in which the FDIC-R is pursuing the Assigned Claims. Nothing in this Paragraph is intended to affect the Settling Parties' obligations and/or the FDIC-R's rights under Paragraph 14.

**6. Additional Assignment of Claims by the Settling Parties Against CCOW.** Separate and apart from the assignments in Paragraph 5 above, the Settling Parties assign to the FDIC-R all of their rights, claims, and causes of action against CCOW relating to or arising out of the Settlement Funds including but not limited to all statutory rights, contractual rights, and rights arising in tort or otherwise. This assignment shall be effective upon the Effective Date. Notwithstanding the foregoing, the FDIC-R acknowledges that the Settling Parties have entered into a settlement of their indemnification claims in the Bankruptcy Action with the CCOW bankruptcy estate and the CCOW creditors' committee and covenants and agrees not to object to or take any other action to block approval of the settlement related to said indemnification claims.

**7. Covenant Not to Execute.** In consideration of the payment of the Settlement Funds and for the assignments set forth in paragraphs 5 and 6 and other good and valuable consideration, the FDIC-R and its successors, assignees, agents, and any other person or entity acting on or in the FDIC-R's behalf, covenant and agree not to take or attempt any action of any kind to document, record, register as a lien, report to any credit agency, or collect against the Settling Parties, the Final Judgment or any other judgment or award that results from or arises out of the FDIC-R Lawsuit or this Agreement; save and except for each of the Settling Parties' assets associated with the Assigned Claims, including any and all right, title and interest in the BancInsure Policies together with all of their respective rights, claims, and causes of action against BancInsure and its agents, brokers, employees, officers and all other persons or entities relating to or arising out of any applicable insurance policy or policies, the Professional Claims, the FDIC-R Lawsuit, the Insurance Coverage Action, the Final Judgment, or the Settlement Funds, including but not limited to all statutory rights, contractual rights, and rights arising in tort or otherwise, relating to BancInsure's duties to the Settling Parties with respect to the Professional Claim and with respect to the FDIC-R Lawsuit, specifically including the duty to settle and pay for the settlement of the Professional Claims on behalf of the Settling Parties, and to settle and pay for the settlement of the FDIC-R Lawsuit. The FDIC-R will attempt to recover and collect the Final Judgment solely and exclusively from BancInsure and/or its agents, brokers,

employees, officers and any other responsible persons or entities. The FDIC-R is solely responsible for all efforts to collect the Final Judgment. The FDIC-R agrees that all such efforts will be undertaken solely at its own risk and expense. Nothing in this Paragraph is intended to affect the Settling Parties' obligations and/or the FDIC-R's rights under Paragraphs 1 and 14. **This covenant not to execute shall be effective immediately after the Final Judgment is signed and filed by the Court.**

**8. Recitals.** The Recitals are incorporated into and constitute a part of this Agreement.

**9. Covenant Not To Sue.** Effective as of the Effective Date, each of the Settling Parties, on behalf of themselves individually and their respective heirs, executors, administrators, representatives, agents, attorneys, successors and assigns, hereby covenant and agree not to bring any judicial proceeding or make any claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, against BancInsure and its agents, brokers, employees, officers and all other persons or entities relating to or arising out of any applicable insurance policy or policies, the Professional Claims, the FDIC-R Lawsuit, and the Final Judgment, including but not limited to all statutory rights, contractual rights, and rights arising in tort or otherwise and/or other claims assigned to the FDIC-R in Paragraphs 5 and 6 but excluding the Retained Claims.

Upon entry of the Final Judgment, the FDIC-R for itself, successors and assigns, hereby stipulates, promises and covenants, not to pursue any Professional Claims against Settling Parties and their heirs, executors, representatives, agents and successors that are or could have been at issue in the FDIC-R Action, whether known or unknown. (A) Exceptions To Covenant.

1. The FDIC-R expressly preserves fully and to the same extent as if the Agreement had not been executed, rights to sue upon any claims or causes of action: (a) against any 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 claims acquired by the FDIC-R as successor in interest to the Bank or any person or entity other than the Bank; (b) against any person or entity not expressly subject to the covenant in this Agreement; and (c) which are expressly provided in paragraphs 1 and 14.

2. Notwithstanding any other provision, this Agreement does not preclude any claims or actions that could be brought by any agency or instrumentality of the United States government, other than the FDIC-R.

3. Notwithstanding any other provisions, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction of the FDIC in the exercise of its supervisory or regulatory authority 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.

**10. Execution in Counterparts.** This Agreement shall not be binding on any Party until signed and delivered by all Parties; provided, however, it may be executed in one or more counterparts and delivered by facsimile or email, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party subscribed thereto upon execution by all Parties to this Agreement. Such counterparts when so executed shall together constitute the final Agreement. Photocopies and/or facsimile and/or e-mail transmissions of original signatures shall be considered in all respects equivalent to original signatures.

**11. Binding Effect.** Each of the Parties represent and warrant 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.

**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 California.

**13. Entire Agreement and Amendments.** This Agreement, including exhibits constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein provided that, the obligations set forth in the Confidentiality Agreement executed by the parties shall remain in effect. 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). The Agreement shall survive and not be merged in the Final Judgment.

**14. Specific Representations Warranties and Disclaimer.** The Settling Parties expressly acknowledge that in determining to settle the claims here, the FDIC-R has reasonably and justifiably relied upon the accuracy of financial information in the financial statements and/or affidavits submitted. If, in their financial statements and/or affidavits, any of the Settling Parties has intentionally or recklessly failed to disclose any material interest, legal, equitable, or beneficial, in any material asset, the FDIC-R in its sole discretion, may exercise one or more or all of the following remedies: (i) the FDIC-R may declare any covenant not to execute granted to such Settling Party as null and void; and (ii) the FDIC-R may sue such Settling Party for damages, an injunction, and specific performance for the breach of this Agreement. Each of the Settling Parties agree that if, in their respective financial statement and/or affidavits, they have failed to disclose any interest, legal, equitable, or beneficial, in any material asset, such Settling Parties waive any statute of limitations that would bar any of the FDIC-R's claims against him that were otherwise not time barred as of the Effective Date. The Settling Party shall be entitled to an offset as against the FDIC-R's damages of his proportionate share of the Settlement Fund. Notwithstanding the FDIC-R's right to exercise the remedies set forth in this Section, the covenants and the settlement herein provided to the other Settling Parties shall remain in full force and effect.

**15. No Prior Transfer of Claims.** Each Settling Party warrants and represents that such Party has not assigned, sold, or otherwise transferred or disposed of, and will not assign, sell, otherwise transfer or dispose of, any interest in the Policy or such Party's respective rights,

claims, and causes of action against BancInsure and its agents, brokers, employees, officers and all other persons or entities relating to or arising out of any applicable insurance policy or policies, the Professional Claims, the FDIC-R Lawsuit, the Insurance Coverage Action, the Final Judgment, or the Settlement Funds, including but not limited to all statutory rights, contractual rights, and rights arising in tort or otherwise, relating to BancInsure's duties to the Settling Parties with respect to the Professional Claims and with respect to the FDIC-R Lawsuit, specifically including the duty to settle and pay for the settlement of the Professional Claims on behalf of the Settling Parties, and to settle and pay for the settlement of the FDIC-R Lawsuit. The FDIC-R warrants and represents that it (i) owns 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 Settling Parties' conduct as officers and/or directors of County Bank, and (ii) has not assigned, sold, or otherwise transferred or disposed of, and other than as contemplated by this Agreement, will not assign, sell, otherwise transfer or dispose of, any of the such claims, demands, obligations, damages, actions, and causes of action, including without limitation the Professional Claims.

**16. Reasonable Cooperation.** The Settling 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 perform the terms of this Agreement. In addition, the Settling Parties will, upon request of the FDIC-R or its attorneys, provide reasonable assistance in all efforts to prosecute the Insurance Coverage Action and/or collect the Final Judgment against BancInsure or any responsible party and any other amounts based on the assigned rights, claims, and causes of action, including but not limited to responding to discovery requests, providing access to relevant non-privileged documents, giving truthful affidavits and deposition testimony upon reasonable notice and at convenient locations and times, and testifying truthfully at trial and hearings. This Agreement shall not limit or affect the testimony which the Settling Parties give in any proceeding and it is understood and agreed that the Settling Parties will also refrain from taking any actions that will prejudice the FDIC-R's ability to prosecute the Insurance Coverage Action and/or collect the Final Judgment from any responsible party.

**17. Advice of Counsel.** Each Party hereby acknowledges that such Party 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. Furthermore, the Settling Parties agree, after consultation with their attorneys, that reasonable and prudent insureds in their position would enter into this Agreement to avoid the risk of liability to the FDIC-R as alleged in the FDIC-R Lawsuit.

**18. Notices.** Any notices relating to or arising out of this Agreement shall be sent by e-mail, shall be considered delivered when received by the Party to whom it was sent, and shall be addressed to the following recipients:

To the FDIC-R:

Douglas B. Lang, Esq.



(b)(6) Email:

with a copy to:

Patrick J. Richard Esq.

(b)(6) Email:

To Settling Parties:

Jon Cohen, Esq.

(b)(6) Email:

**19. Preparation of Agreement.** This Agreement has been prepared by the combined efforts of all the Parties and their respective attorneys. The Parties represent and warrant that each of them has had the unfettered opportunity to fully consult with an attorney of their own choice. This Agreement shall, therefore, be construed without regard to the authorship of the language and without any presumption or interpretation or construction in favor of any person, entity or Party.

**20. Costs and Expenses.** All costs and expenses incurred in closing and carrying out the transactions contemplated by this Agreement shall be borne by the respective Party incurring such costs and expenses.

**21. Survival.** All representations and warranties made herein shall continue and survive the execution of this Agreement, and remain binding upon the person or persons making the representation or warranty, even after this Agreement is executed.

**22. Severability.** In the event that any provision of this Agreement is declared or deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

**23. Attorneys' Fees.** If any lawsuit is brought to enforce any term or provision of this Agreement, or in connection with any dispute arising from or relating to this Agreement or to the alleged breach of this Agreement, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred in connection with any such lawsuit or proceeding, throughout trial and all appeals.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COUNTY BANK**

(b)(6)

Date: Nov. 8, 2012

By:   
Douglas B. Lang, Senior Attorney

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

By: \_\_\_\_\_  
THOMAS T. HAWKER

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

By: \_\_\_\_\_  
JOHN J. INCANDELA

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

By: \_\_\_\_\_  
DAVE KRAECHAN

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

By: \_\_\_\_\_  
EDWIN JAY LEE

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

By: \_\_\_\_\_  
EDWARD J. ROCHA

(b)(6)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COUNTY BANK**

Date: Nov. 8, 2012

By:  (b)(6)  
Douglas B. Lang, Senior Attorney

Date: 11/8/2012

By:  (b)(6)  
THOMAS T. HAWKER

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

By: \_\_\_\_\_  
JOHN J. INCANDELA

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

By: \_\_\_\_\_  
DAVE KRAECHAN

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

By: \_\_\_\_\_  
EDWIN JAY LEE

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

By: \_\_\_\_\_  
EDWARD J. ROCHA

(b)(6)

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FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COUNTY BANK

(b)(6) Date: Nov. 8, 2012

By: [Redacted]  
Douglas B. Lang, Senior Attorney

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

By: \_\_\_\_\_  
THOMAS T. HAWKER

Date: Nov 8, 2012

By: [Redacted]  
JOHN J. INCANDELA

(b)(6)

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

By: \_\_\_\_\_  
DAVE KRAECHAN

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

By: \_\_\_\_\_  
EDWIN JAY LEE

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

By: \_\_\_\_\_  
EDWARD J. ROCHA

[Redacted] (b)(6)

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(b)(6)

Date: Nov 8, 2012

By: [Redacted]  
Douglas B. Lang Senior Attorney

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

By: \_\_\_\_\_  
THOMAS T. HAWKER

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

By: \_\_\_\_\_  
JOHN J. INCANDELA

Date: NOV 8, 2012

By: [Redacted]  
DAVE KRAECHAN

(b)(6)

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

By: \_\_\_\_\_  
EDWIN JAY LEE

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

By: \_\_\_\_\_  
EDWARD J. ROCHA

[Redacted] (b)(6)

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FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COUNTY BANK

(b)(6)

Date: Nov. 8, 2012

By: [Redacted]  
Douglas B. Lang Senior Attorney

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

By: \_\_\_\_\_  
THOMAS T. HAWKER

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

By: \_\_\_\_\_  
JOHN J. INCANDELA

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

By: \_\_\_\_\_  
DAVE KRAECHAN

Date: November 8, 2012

By: [Redacted] (b)(6)  
EDWIN JAY LEE

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

By: \_\_\_\_\_  
EDWARD J. ROCHA

(b)(6)

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FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COUNTY BANK

Date: Nov. 8, 2012

By:  (b)(6)  
Douglas B. Lang, Senior Attorney

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

By: \_\_\_\_\_  
THOMAS T. HAWKER

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

By: \_\_\_\_\_  
JOHN J. INCANDELA

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

By: \_\_\_\_\_  
DAVE KRAECHAN

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

By: \_\_\_\_\_  
EDWIN JAY LEE

Date: 11-08-2012

By:  (b)(6)  
EDWARD J. ROCHA

(b)(6)

APPROVED AS TO FORM AND CONTENT:

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

NOSSAMAN, LLP

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

Patrick J. Richard  
Joan M. Cotkin  
Attorneys for Federal Deposit Insurance  
Corporation, as Receiver of County Bank

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

JOSEPH & COHEN, P.C.

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

Jonathan M. Cohen  
Attorneys for Defendants Thomas T.  
Hawker, John J. Incandela, David Kraechan,  
Edwin Jay Lee, and Edward J. Rocha