

## 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 Peninsula Bank ("FDIC-R"), and Lenard Brown, Paul Collom, Estate of Joseph Dresner, Robert Granicz, Estate of Melvyn Katzen, Carlo LoRiccio, Estate of Simon Portnoy, Luis Serentill, Richard Solano, and Jaime Torner (collectively, the "Settling Defendants"), and Federal Insurance Company and Great American Insurance Company (collectively, the "Insurers"). The FDIC-R, the Settling Defendants, and the Insurers may be referred to herein as "Party" and collectively as the "Parties."

### RECITALS

#### WHEREAS:

Prior to June 25, 2010, Peninsula Bank ("Bank") was a depository institution organized and existing under the laws of Florida.

On June 25, 2010, the Florida Office of Financial Regulation closed the Bank and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

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

On April 24, 2013, the FDIC-R filed its original complaint and on August 22, 2013 filed

its first amended 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 Middle District of Florida in *FDIC as Receiver for Peninsula Bank v. Portnoy, et al.*, Case No. 8:13-cv-1124-T-27MAP (M.D. Fla.) ("D&O Action"). The Settling Defendants expressly deny liability in the D&O Action.

Federal Insurance Company issued a Forefront Portfolio For Community Banks policy (b)(4) numbered [redacted] and Great American Insurance Company issued an excess director and (b)(4) officer liability insurance policy numbered [redacted] ("Policies"), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policies. The Settling Defendants have asserted claims for coverage under the Policies. The Insurers have reserved their rights to deny coverage under the Policies for claims asserted by the FDIC-R against the Settling Defendants.

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 of this Agreement, the Insurers, on behalf of the Settling Defendants, collectively, agree to pay to the FDIC-R the sum of EIGHT MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$8,200,000.00) (the "Settlement Payment"). Federal Insurance Company agrees to pay THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,500,000.00) and Great American

Insurance Company agrees to pay FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$4,700,000.00). The Settlement Payment shall be made to the FDIC-R by no later than September 29, 2015.

B. The Settlement Payment to the FDIC-R shall be made by direct wire transfer into an account designated by the FDIC-R by notice to the attorneys for the Settling Defendants and the Insurers. The FDIC-R shall provide all necessary payment instructions no later than five (5) business days after full execution of the Agreement.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by subsection A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full to:

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

2. Enforce this Agreement, in which event the Settling Defendants and the Insurers who brought about such enforcement action agree to jurisdiction in United States District Court for the Middle District of Florida and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement as to any non-paying Settling Defendants and Insurers, move to vacate any dismissal order, to which the Settling Defendants and the Insurers agree to consent, and reinstitute an action on the FDIC-R's claims. The Settling Defendants and the Insurers further agree to waive any defense based on any statute of limitations that would bar any of the FDIC-R's claims and waive all objections, defenses, claims or counterclaims, and covenant and agree not to assert any objections, defenses, claims or counterclaims that did not

exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or

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

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

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

Within five (5) 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 Parties in the form attached hereto as Exhibit A, in the D&O action.

### **SECTION III: Releases**

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

1. Upon receipt of the Settlement Payment in full as provided in Section I, and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Defendants and their respective heirs, executors, trustees, administrators, representatives, beneficiaries, 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' (or with respect to a Settling Defendant that is an Estate, the deceased director's) 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 any alleged wrongful acts set forth in the prior demand letters.

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

releases and discharges the Insurers, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies. As part of this release of the Insurers, the FDIC-R agrees that any interest it may have under the Policies is extinguished.

3. Upon receipt of the Settlement Payment in full as provided in Section I, and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges 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 and any alleged wrongful acts set forth in the prior demand letters. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

B. The Settling Defendants' Release.

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, agents, beneficiaries, representatives, attorneys, successors, and assigns, hereby release and discharge:

1. The FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as officers and/or directors of the Bank, including, without limitation, the causes of action alleged in the D&O Action and any alleged wrongful acts set forth in the prior demand letters.

2. The Insurers, their 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 D&O Action and any alleged wrongful acts set forth in the prior demand letters.

3. Each other Settling Defendant 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, including, without limitation, the causes of action alleged in the D&O Action.

C. The Insurers' Release.

Effective simultaneously with the releases granted in Section III.A. above, the Insurers, 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, agents, representatives, attorneys, successors, and assigns, from any and all claims, demands, obligations, damages,

actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policies, the D&O Action, and any alleged wrongful acts set forth in the prior demand letters.

2. Each of the Settling Defendants, and their respective heirs, executors, administrators, beneficiaries, 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 and any alleged wrongful acts set forth in the prior demand letters.

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 a Settling Defendant 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 him or it to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by the FDIC-R as successor in interest to the Bank or any person or entity other than 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 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 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, the Settling Defendants hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or proceeds.

#### **SECTION V: Representations and 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, 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 (FDIC 7600/01 (9-05) and herein affirms that his or its financial information is true and accurate as of the date it was delivered to the FDIC-R and there have been no material changes to each Settling Defendant's financial information since that date and up and until 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 conclude the D&O 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 the Settling Defendants maintain their express denial of the FDIC-R's allegations, and 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 Florida.

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:

Gregory K. Conway  
Counsel, Federal Deposit Insurance Corporation  
3501 Fairfax Drive, # B-7046  
Arlington, Virginia 22226

(b)(6)

and

Dennis Klein  
Hughes Hubbard & Reed LLP  
201 South Biscayne Boulevard  
Suite 2500  
Miami, Florida 33131

(b)(6) [Redacted]

If to the Settling Defendants:

Thomas E. Gilbertsen  
Meredith L. Boylan  
VENABLE LLP  
575 7th Street, N.W.  
Washington, D.C. 20004

(b)(6) [Redacted]

and

Edward W. Dougherty, Jr.  
Edward W. Dougherty, Jr., P.A.  
119 E. Park Avenue, Suite 2-B  
Tallahassee, Florida 32301

(b)(6) [Redacted]

If to Federal Insurance Company:

Attn: Claims Department  
Chubb Group of Insurance Companies  
15 Mountain View Road  
Warren, New Jersey 07059

and

(b)(6) Patrick Ford: [Redacted]

If to Great American Insurance Company:

James A. Skarzynski  
Tammy Yuen  
Skarzynski Black LLC  
One Battery Park Plaza, 32<sup>nd</sup> Floor  
New York, NY 10004

(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 PENINSULA BANK**

Date: 09/01/2015

BY: 



(b)(6)

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

Date: 08/31/2015

  
LENARD BROWN  


(b)(6)

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

PAUL COLLOM  
\_\_\_\_\_

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

ESTATE OF JOSEPH DRESNER  
\_\_\_\_\_

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

ROBERT GRANICZ  
\_\_\_\_\_

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

ESTATE OF MELVYN KATZEN  
\_\_\_\_\_

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 PENINSULA BANK**

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

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

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

LENARD BROWN

Date: 8-31-15

PAUL COLLOM

(b)(6)

[Redacted Signature]

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

ESTATE OF JOSEPH DRESNER

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

ROBERT GRANICZ

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

ESTATE OF MELVYN KATZEN

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 PENINSULA BANK**

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

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

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

LENARD BROWN

\_\_\_\_\_

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

PAUL COLLOM

\_\_\_\_\_

Date: 8/31/15

ESTATE OF JOSEPH DRESNER

[Redacted Signature Box]

(b)(6)

*Kevin R. Furrows, Personal Representative*

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

ROBERT GRANICZ

\_\_\_\_\_

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

ESTATE OF MELVYN KATZEN

\_\_\_\_\_

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 PENINSULA BANK**

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

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

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

LENARD BROWN  
\_\_\_\_\_

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

PAUL COLLOM  
\_\_\_\_\_

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

ESTATE OF JOSEPH DRESNER  
\_\_\_\_\_

Date: 8/31/2015

ROBERT GRANICZ  
\_\_\_\_\_

(b)(6)

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

ESTATE OF MELVYN KATZEN  
\_\_\_\_\_



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 PENINSULA BANK**

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

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

TITLE: Counsel

PRINT NAME: Gregory K. Conway

**SETTLING DEFENDANTS**

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

LENARD BROWN  
\_\_\_\_\_

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

PAUL COLLOM  
\_\_\_\_\_

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

ESTATE OF JOSEPH DRESNER  
\_\_\_\_\_

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

ROBERT GRANICZ  
\_\_\_\_\_

Date: 8/31/2015

ESTATE OF MELVYN KATZEN  
\_\_\_\_\_  

Elizabeth A. TRIANA AS  
PERSONAL REPRESENTATIVE

(b)(6)

Date: August 31, 2015

CARLO TORICCO



(b)(6)

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

ESTATE OF SIMON PORTNOY

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

LUIS SERENTILL

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

RICHARD SOLANO

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

JAIME TORNER

FEDERAL INSURANCE COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

GREAT AMERICAN INSURANCE  
COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

CARLO LoRICCO

Date: 8/31/15

ESTATE OF SIMON PORTNOY

[Redacted]

(b)(6)

*By: Michelle Monzillo, VP, For Comerica Bank, Personal Representative*

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

LUIS SERENTILL

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

RICHARD SOLANO

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

JAIME TORNER

FEDERAL INSURANCE COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

GREAT AMERICAN INSURANCE COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Date: \_\_\_\_\_

CARLO LORICCO  
\_\_\_\_\_

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

ESTATE OF SIMON PORTNOY  
\_\_\_\_\_

Date: 8/31/15

LUIS SERENTILL  (b)(6)

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

RICHARD SOLANO  
\_\_\_\_\_

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

JAIME TORNER  
\_\_\_\_\_

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

FEDERAL INSURANCE COMPANY

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

GREAT AMERICAN INSURANCE  
COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

CARLO LORICCO

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

ESTATE OF SIMON PORTNOY

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

LUIS SERENTILL

Date: 8/31/15

RICHARD SOLANO 



(b)(6)

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

JAIME TORNER

**FEDERAL INSURANCE COMPANY**

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY**

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

CARLO LORICCO

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

ESTATE OF SIMON PORTNOY

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

LUIS SERENTILL

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

RICHARD SOLANO

Date: 8/31/15

JAIME TORNER

[Redacted Signature]

(b)(6)

FEDERAL INSURANCE COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

GREAT AMERICAN INSURANCE  
COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

CARLO LORICCO

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

ESTATE OF SIMON PORTNOY

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

LUIS SBRENTILL

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

RICHARD SOLANO

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

JAIME TORNER

FEDERAL INSURANCE COMPANY

Date: Aug 31, 2015

BY:

(b)(6)

TITLE: Specialty Claims Regional Technician

PRINT NAME: Patrick Ford

GREAT AMERICAN INSURANCE COMPANY

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

CARLO LORICCO

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

ESTATE OF SIMON PORTNOY

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

LUIS SERENTILL

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

RICHARD SOLANO

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

JAIME TORNER

**FEDERAL INSURANCE COMPANY**

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

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

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**GREAT AMERICAN INSURANCE  
COMPANY**

Date: 8/3/15 (ty)

BY:  (b)(6)

TITLE: VICE PRESIDENT

PRINT NAME: MICHAEL W. POWELL



# EXHIBIT A

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER FOR  
PENINSULA BANK

CASE NO. 8:13-01124-JDW-MAP

Plaintiff,

v.

SIMON PORTNOY, RICHARD SOLANO,  
CARLO LORICCO, ROBERT GRANICZ,  
THE ESTATE OF MELVYN KATZEN, LUIS  
SERENTILL, PAUL COLLOM, THE ESTATE  
OF JOSEPH DRESNER, JAIME TORNER,  
AND LENARD BROWN

Defendants.

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**PLAINTIFF'S AND DEFENDANTS' STIPULATION OF  
DISMISSAL WITH PREJUDICE**

Plaintiff, the Federal Deposit Insurance Corporation as Receiver for Peninsula Bank ("FDIC-R" or "Plaintiff"); and Defendants, Simon Portnoy, Richard Solano, Carlo LoRiccio, Robert Granicz, the Estate of Melvyn Katzen, Paul Collom, the Estate of Joseph Dresner, Jaime Torner, and Lenard Brown ("Defendants" and together with the Plaintiff, the "Parties"), hereby file this Stipulation of Dismissal With Prejudice ("Stipulation") under Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Parties agree as follows:

1. The Parties have agreed that the FDIC-R's claims against all Defendants shall be dismissed with prejudice.
2. All Defendants have answered in this action, and all Defendants agree to these dismissals.
3. This case is not governed by any federal statute that requires an order of the court for dismissal of these Defendants.

4. All Parties shall bear their own attorneys' fees and costs.

Respectfully submitted September \_\_, 2015.

**HUGHES HUBBARD & REED, LLP**

**VENABLE LLP**

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

Dennis S. Klein  
Fla. Bar No. 0091767

201 South Biscayne Boulevard, Suite 2500  
Miami, Florida 33131-4332  
Tel: (305) 358-1666  
Fax: (305) 371-8759

*Counsel for the Federal Deposit Insurance  
Corporation as Receiver for Peninsula Bank*

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

Meredith L. Boylan, Esq. (*pro hac vice*)  
Thomas E. Gilbertsen, Esq. (*pro hac vice*)  
VENABLE LLP

575 7th Street N.W.  
Washington, D.C. 20004  
Tel: (202) 344-4000  
Fax: (202) 344-8300

*Counsel for Defendants Simon Portnoy,  
Richard D. Solano, Robert Granicz, Luis  
Serentill, Estate of Melvyn Katzen, Paul  
Collom, Estate of Joseph Dresner, Jamie  
Torner, Lenard Brown, Carlo LoRicco*

Edward W. Dougherty, Jr.  
Edward Dougherty, Jr. PA  
Fla. Bar No. 338990

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September \_\_\_, 2015, I electronically filed the forgoing document with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or nonparties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those not authorized to receive electronically Notices of Electronic Filing.

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Dennis S. Klein

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