SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made effective as of September 27, 2013, by, between, and among the following undersigned parties: Federal Deposit Insurance Corporation, as Receiver for Amcore Bank, National Association ("FDIC-R"); (1) Marks Attwood; (2) Dan Barrett; (3) Patricia Bonavia; (4) Jeff Brunochler; (5) Mel Buser; (6) Eleanor Doar; (7) Kenneth Edge; (8) Don Ford; (9) John Hecht; (10) Aimee Peek; (11) Richard Stiles; (12) Thomas Szmanda; (13) James Waddell; and (14) Donald Wilson (collectively, the "Settling D&Os"), and Federal Insurance Company ("Chubb") (individually, the FDIC-R, the Settling D&Os and Chubb may be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

 Prior to April 23, 2010, Amcore Bank, National Association ("the Bank") was a nationally chartered bank, owned by Amcore Financial, Inc., a registered bank holding company incorporated under the laws of the State of Nevada;

2. On April 23, 2010, the Bank was closed by the Office of the Comptroller of the Currency, 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.

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

4. The FDIC-R has asserted certain claims against the Settling D&Os, each of whom had served at various times as a director and/or officer of the Bank. The Settling D&Os have denied and continue to deny liability for the FDIC-R's claims. No lawsuit has been filed by the FDIC-R against the Settling D&Os.

5. Chubb issued directors and officers liability policy number (the "Chubb (b)(4) Policy") which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Chubb Policy, for the policy period November 20, 2009 to November 20, 2010. (The Chubb Policy is referred to hereinafter as the "Policy".) The Settling D&Os made claims under the Policy for coverage of the claims asserted against them by the FDIC-R. Chubb has reserved its rights to deny coverage under the Policy for the claims asserted by the FDIC-R against the Settling D&Os.

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

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

SECTION I. PAYMENTS

As an essential covenant and condition to this Agreement: (1) within fifteen (15) business days after the effective date of this Agreement ("Payment Date"), Chubb shall pay the FDIC-R \$820,000.00 (the "Chubb Payment") and (2) within fifteen (15) business days after the effective date of this Agreement, the Settling D&Os shall pay the FDIC-R \$480,000.00 (the "Settling D&Os shall pay the FDIC-R \$480,000.00 (the "Settling D&Os shall pay the FDIC-R \$480,000.00 (the "Settling D&Os" Payment) (the Chubb Payment and Settling D&Os" Payment are hereinafter collectively referred to as the "Settlement Funds").

A. The Settlement Funds shall be delivered to the FDIC-R by check made payable to
Federal Deposit Insurance Corporation, as Receiver for Amcore Bank, N.A., c/o Barbara Arnold,
Federal Deposit Insurance Corporation, 3501 Fairfax Drive, Room B-7003, Arlington, VA
22226.

B. In the event that the full Settlement Funds are not received by FDIC-R on or before the Payment Date, the FDIC-R, in its sole discretion, shall have i) the right at any time prior to receipt of all the Settlement Funds to declare this Agreement null and void or ii) the right to extend this Agreement for any period of time until it receives those Settlement Funds. Any decision by the FDIC-R to extend the terms of this Agreement shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt of the Settlement Funds or to enforce the terms of this Agreement. In the event the FDIC-R declares this Agreement null and void for failure to receive the Settlement Funds on or before the Payment Date, the Settling D&Os agree to waive any statute of limitations, laches or similar defenses to the FDIC-R's claims against them. Should the FDIC-R declare this Agreement null and void it will be in all respects. In addition, and without waiving any other rights that the FDIC-R may have, in the event that the Settlement Payment is not received by the FDIC-R on or before the Payment Date, then the FDIC-R shall have the right to enforce this Agreement. In such event, the Parties agree to jurisdiction in Federal District Court in the Northern District of Illinois. If Chubb has not paid the Chubb Payment on or before the Payment Date, Chubb agrees to pay all of the FDIC-R's reasonable attorneys' fees expended in enforcing such payment under this Agreement. If the Settling D&Os have not paid the full Settling D&Os' Payment on before the Payment Date, the Settling D&Os agree to pay all of the FDIC-R's reasonable attorneys' fees expended in enforcing such payment under this Agreement.

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SECTION II, RELEASES

A. <u>FDIC-R's Release</u>. Effective upon the payment of the Settlement Funds pursuant to Section I, and except as provided in Paragraph II.H below and except for claims for breach of this Agreement, the FDIC-R, solely in its capacity as receiver of the Bank and not in its corporate capacity, for itself and its successors and assigns, hereby releases and discharges the Settling D&Os, all other former and current directors and officers of the Bank, and all of the other employees, officers, directors, agents, representatives, attorneys, heirs, legatees, beneficiaries, executors, administrators, agents, attorneys, representatives, successors and assigns of the Bank (collectively the "Releasees"), from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, belonging to or that ever did belong to the FDIC-R, that arise from or relate to the Policy. Claims released herein by the FDIC-R are referred to as "FDIC Claims."

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B. <u>Settling D&Os' Release</u>. Upon the release granted in Paragraph II.A. above becoming effective, and except for claims for breach of this Agreement, the Settling D&Os, on behalf of themselves individually and their respective heirs, legatees, beneficiaries, executors, administrators, agents, attorneys, representatives, successors and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, agents, representatives, attorneys, administrators, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the Bank or its affiliates or to the performance, nonperformance, or manner of performance of the Settling D&Os' respective functions, duties and actions as officers, directors and/or employees of the Bank or its affiliates or that arise from or relate to the Policy; except with respect to any claims which are not released pursuant to Paragraph II.H. The

Settling D&Os expressly reserve all defenses, rights and claims they have as to the FDIC-R with respect to any claims which are not released pursuant to Paragraph II.H.

C. <u>Release of Settling D&Os by Each Other</u>.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, and except for claims for breach of this Agreement, Settling D&Os and their respective heirs, legatees, beneficiaries, executors, administrators, agents, attorneys, representatives, successors and assigns, hereby release and discharge each other, and/or any person who may be considered an "insured" as defined by the Policy, from any and all claims, demands, contracts, obligations, actions and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the Policy.

D. <u>Release of Chubb by FDIC-R</u>.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, and except for claims for breach of this Agreement, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges Chubb, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the Policy. The FDIC-R agrees that any interest it may have under the Policy shall be extinguished upon the payment of the Settlement Funds as provided in Section I.

E. Release of Chubb by the Settling D&Os.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, and except for claims for breach of this Agreement, the Settling D&Os, and/or any person who may be considered an "insured" as defined by the Policy, on behalf of themselves individually and

their respective heirs, legatees, beneficiaries, executors, administrators, attorneys, agents, representatives, successors and assigns, hereby release and discharge the Chubb, its parents, subsidiaries and affiliates, and their respective employees, officers, directors, attorneys, agents, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to FDIC Claims and the Policy.

F. Release of FDIC-R by Chubb.

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Upon the releases granted in Paragraph II.D above becoming effective, and except for claims for breach of this Agreement, Chubb, for itself and its successors and assigns, and on behalf of its parents, subsidiaries and affiliates, and their successors and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to FDIC Claims or the Policy.

G. Release of the Settling D&Os by Chubb.

Upon the releases granted in Paragraph II.E above becoming effective, and except for claims for breach of this Agreement, Chubb, for itself and its successors and assigns, and on behalf of its parents, subsidiaries and affiliates, and their successors and assigns, hereby releases and discharges each of the Settling D&Os and their respective heirs, legatees, beneficiaries, executors, administrators, agents, representatives, attorneys, successors and assigns from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the FDIC Claims and the Policy, including, without limitation, any claims for payment or reimbursement, recoupment

or subrogation rights with respect to the FDIC Claims, including, but not limited to, any and all attorneys' fees and other defense costs paid by the Chubb.

H. Exceptions from Releases.

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 D&Os or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to the FDIC-R, the Bank, other financial institutions, or any other person or entity ("Excluded Obligations"), 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 with respect to such Excluded Obligations,

b. against any person or entity not expressly released by the FDIC-R in this Agreement, and

c. which are not expressly released in Paragraph II.A.

d. 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 arising out of any other insurance policy issued to the Bank, including but not limited to Financial Institution Bond

(b)(4) Number:

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and/or authority of the Federal Deposit Insurance Corporation ("FDIC") in the exercise of its

supervisory and/or regulatory capacities, or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office, or any other federal agency. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et. seq.*, if appropriate.

SECTION III. WAIVER OF DIVIDENDS AND PROCEEDS FROM LITIGATION

To the extent, if any, that the Settling D&Os are or were creditors or shareholders of the Bank or Amcore Financial, Inc., 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 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 FIILBB, OTS, RTC, FDIC, the FSLIC Resolution Fund or the United States government in connection with the Bank or its receivership, they 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 such proceeds.

SECTION IV. TERMINATION,

In the event the FDIC-R exercises its right to terminate this Agreement pursuant to Section I.B, then, for the purposes of any statute of limitations or other time-based defense to any of the claims of the FDIC-R, the Parties to this Agreement hereby agree that the statute of limitations shall be deemed to be extended to 12:59 p.m. on the 30th day after the FDIC-R terminated this Agreement.

SECTION V. NOTICES.

Any notices required hereunder shall be sent by registered mail, first class, return receipt

requested, and may also be sent by email, to the following:

If to the FDIC-R:

Monica Tynan, Counsel Federal Deposit Insurance Corporation 3501 Fairfax Drive, B-7062 Arlington, VA 22226

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with a copy to;

Gary S. Caplan Reed Smith LLP 10 South Wacker Drive Suite 4000 Chicago, IL 60606

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If to Settling D&Os:

Edward M. Crane Skadden, Arps, Slate, Meagher & Flom LLP 155 N. Wacker Drive Chicago, Illinois 60606-1720

If to Chubb:

Brownyn A. De Witt Esq. Chubb Group Of Insurance Companies Assistant Vice President Northern Specialty Claims 233 South Wacker Drive Suite 4700 Chicago, IL 60606-6303

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SECTION VI. REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. <u>No Admission of Liability</u>. The undersigned Parties each acknowledge and agree that this Agreement and all negotiations, discussions and proceedings in connection with this settlement shall not be deemed or constitute an admission by the Settling D&Os of fault, liability or wrongdoing as to any facts or claims and shall not be offered or received in evidence or otherwise used by any person in any other action or proceeding for any purpose, except in connection with a proceeding to enforce this Agreement. There has been no adjudication by any court pursuant to which the Settling D&Os have been determined to have caused a loss to the Bank. The Settling D&Os deny any fault, liability or wrongdoing as to any facts or claims alleged or asserted by FDIC-R in the FDIC Claims and in any other action or proceeding. Payment by Chubb shall not be an admission of coverage.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to this Agreement. Signed signature pages may be delivered by facsimile, e-mail or .pdf transmission, which will constitute complete delivery without the necessity of delivery of original signed signature pages.

C. <u>Binding Effect</u>. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned

Parties and their respective heirs, executors, legatees, beneficiaries, administrators, affiliates, representatives, successors, and assigns.

D. <u>Choice of Law/Forum</u>. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Illinois, without regard to conflicts of law rules. Any legal action brought to enforce this Agreement shall be brought in the United States District Court for the Northern District of Illinois, unless that Court lacks jurisdiction, in which event, or upon a final order determining a lack of jurisdiction, the Partics agree to jurisdiction in the Illinois State Court in Cook County, Illinois.

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E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by another written instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. <u>Specific Representations, Warrantics, and Disclaimer</u>. Each Settling D&O has submitted to the FDIC-R a signed and notarized Financial Disclosure Form (FDIC Form 7600/01). The Settling D&Os represent that there have been no material changes since the submission of the signed and notarized Financial Disclosure Form, other than as disclosed in writing to the FDIC-R before the effective date of this Agreement. The Parties expressly acknowledge that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the Financial Disclosure Form and other financial information submitted by each Settling D&O to the FDIC-R.

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If one or more of the Settling D&Os failed to disclose in their Financial Disclosure Form any material interest, legal, equitable, or beneficial, in any asset (each such Settling D&O a

"Non-Disclosing Settling D&O"), then each such Non-Disclosing Settling D&O agrees to cooperate fully with the FDIC-R to transfer his entire interest in each such asset to the FDIC-R and to sign any and all documents necessary to transfer his interest in the asset to the FDIC-R. In addition, the FDIC-R, in its sole discretion, may exercise one or more or all of the following remedies as to each Non-Disclosing Settling D&O: (a) the FDIC-R may declare the releases granted to the Non-Disclosing Settling D&Os to be null and void; (b) the FDIC-R may retain the Settlement Funds; and/or (c) the FDIC-R may sue the Non-Disclosing Settling D&O for damages, an injunction, and specific performance for the breach of this Agreement. The Settling D&Os agree that each Non-Disclosing Settling D&O consents to the FDIC-R filing suit asserting any of the claims that the FDIC-R has against him, agree that any release of such claims in this Agreement shall be null and void as to such a suit, and agree to waive any statute of limitations, laches or similar defenses to the FDIC-R's claims in such a suit. A Non-Disclosing Settling D&O shall not be entitled to offset against any claim of the FDIC-R in such a suit any portion of the Settlement Funds paid to the FDIC-R.

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Notwithstanding the FDIC-R's right to exercise the remedies set forth in this Section, the releases provided by FDIC-R and the other Settling D&Os to each other, the releases provided by FDIC-R and the Settling D&Os (including, without limitation, any Non-Disclosing Settling D&O) to Chubb, and Chubb's releases of FDIC-R and the Settling D&Os (including, without limitation, any Non-Disclosing Settling D&O) shall remain valid and in effect.

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

H. <u>Advice of Counsel</u>. 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.

I. <u>Title and Captions</u>. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

J. <u>Authorship/Construction</u>. This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any Party by reason of which Party drafted it.

K. <u>Agreement Not Confidential</u>. Pursuant to 12 U.S.C. § 1821(s), this Agreement cannot be and shall not be deemed to 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.

FEDERAL DEPOSIT INSURANCE CORPORATION As Receiver for Amcore Bank, National Association

By: Name: MOVICO Title: Dated

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(b)(6)	Marks Attwood, an Individual
	Dated: <u>9.27.73</u>
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	Dated:
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	Jeff Brunoehler, an Individual
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Dan Barrett, an Individual

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Patricia Bonavia, an Individual

in accordance with Power of attaney dated (8)(8) Dated: October 2013

Jeff Brunochler, an Individual

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Mel Buser, an Individual

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Dan Barrett, an Individual

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Mel Buser, an Individual

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Dated: ______ 7/27/2013

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	John Hecht, an Individual
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	Aimee Peek, an Individual
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21 21	Richard Stiles, an Individual
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Donald Wilson, an Individual

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Richard Stiles, an Individual

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Thomas Szmanda, an Individual

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James Waddell, an Individual

Dated:

Donald Wilson, an Individual

(b)(6) 10/1/2013 Dated:

FEDERAL INSURANCE COMPANY By: Chubb & Son, a division of Federal Insurance Company, Manager

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	By: Name: Brownign Dewitt Title: Asst Vice President
	Dated: 00101288 15,2013