

**SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement ("Agreement") is made as of this 7th day of March, 2013, by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation, as receiver of Statewide Bank ("FDIC-R"), and David Pickney, Donald McMath, Richard Laird, Jack Mendheim, Mathew Faust, Robin Arkley, Tom Davis, Randy Feldman, Patricia James, Phil LaChapelle, Allan Grushkin, John Evans, Edward Frederick and the Estate of Edward Frederick, and Peter Tunney (collectively the "Officers and Directors"), (individually, the FDIC-R and the Officers and Directors may be referred to herein as "Party" and collectively as the "Parties").

**RECITALS**

WHEREAS:

1. Prior to March 12, 2010, Statewide Bank ("Bank") was a depository institution organized and existing under the laws of Louisiana;
2. On March 12, 2010, the Bank was closed by the Louisiana Office of Financial Institutions and pursuant to 12 U.S.C. § 1821(c), the FDIC-R was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R as receiver 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 as receiver succeeded were any and all of the Bank's claims, demands, and causes of actions against its former directors, officers and employees arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank;

4. The FDIC-R has asserted claims against the Officers and Directors, who had each served at various times as directors and/or officers of the Bank. The Officers and Directors have denied liability for the FDIC-R's claims.

5. American International Specialty Lines Insurance Company ("AISLIC") issued Management and Professional Liability for Financial Institutions Policy No. [redacted] (the (b)(4) "Policy"). The Officers and Directors have made claims under the Policy. The Officers and Directors have represented that ASLIC has agreed to tender the Policy limits, less the amount necessary to pay the fees of counsel for the Officers and Directors, to pay a portion of the Settlement Funds (defined infra).

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

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

**SECTION I: Payment to FDIC-R**

A. As an essential covenant and condition to this Agreement, the Officers and Directors agree to pay the FDIC-R a total sum of three million, two hundred and fifty thousand dollars (\$3,250,000) ("the Settlement Funds"). This term and covenant of the Agreement is in no way conditioned upon nor otherwise affected by Paragraph 5 of the Recitals, supra. Additionally, no representation, warranty, or covenant made by AISLIC to the Officers and Directors may be used by as a defense in any action brought by or involving the FDIC-R to enforce the terms of this Agreement, or otherwise involving or related to this Agreement.

B. Following the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, but no later than March 29, 2013, the Settlement Funds shall be delivered to FDIC-R.

In the event that the Settlement Funds are not delivered to the FDIC-R (or its counsel) by March 29, 2013, interest shall accrue on all unpaid amounts at the rate of 5% per annum from March 29, 2013, 2013 until the date of payment. However, if said Settlement Funds are not delivered to the FDIC-R by March 29, 2013, as a result of the FDIC-R's failure to execute this Agreement, no interest shall accrue until the day after the FDIC-R executes the Agreement.

C. In addition, and without waiving any other rights that the FDIC-R may have, in the event that all Settlement Funds are not received by the FDIC-R on or before March 29, 2013, the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right to enforce this Agreement against the Officers and Directors, in which event the Parties agree to jurisdiction in United States District Court for the Eastern District of Louisiana, and agree to pay all of the FDIC-R's reasonable attorney's fees expended in enforcing the terms of this Agreement.

## **SECTION II: Releases**

### **A. Release of Individual Officers and Directors by FDIC-R**

Effective upon receipt in full of the Settlement Funds plus any accrued interest described in SECTION I above, and except as provided in SECTION(S) II.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges each of the Officers and Directors and their respective heirs, executors, administrators, representatives, successors, attorneys, 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 Officers and Directors' respective functions, duties and actions as officers and/or directors of the Bank. This release shall also extend to the Officers and Directors and to Jack Salter, Joseph Champagne and Debby Lachney with respect to any claims and/or causes of action, belonging to the FDIC-R, that arise from or relate to the performance, non-performance or manner of performance of such persons as Officers and Directors of Algiers Bancorp., Inc.

B. Release of FDIC-R by the Officers and Directors

Effective simultaneously with the release granted in PARAGRAPH II.A. above, the Officers and Directors, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC-R, and its employees, officers, directors, representatives, successors, attorneys 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, the FDIC-R's claims, or to the performance, nonperformance, or manner of performance of the Officers and Directors' respective functions, duties, and actions as officers and/or directors of the Bank or that arise from or relate to the policy.

C. Express Reservations From Releases By FDIC-R

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

a. against the Officers and Directors 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 claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released in this Agreement; and

c. which are not expressly released in Paragraphs II.A or II.B above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC-R 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.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Eastern District of Louisiana or any other federal judicial district. 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**

To the extent, if any, that Officers and Directors are or were shareholders of the Bank and by virtue thereof are or may have been entitled to a dividend, payment, or other prorata

distribution upon resolution of the receivership of the Bank, 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 pro rata distributions.

**SECTION IV: WAIVER OF DIVIDENDS AND PROCEEDS FROM LITIGATION**

To the extent, if any, that Officers and Directors are or were shareholders of the Bank, or Algiers Bancorp, 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 FHLBB, OTS, RTC, FDIC-R, the FSLIC Resolution Fund or the United States government in connection with the Bank, its conservatorship or receivership; they hereby knowingly assign to the FDIC-R as manager of the FSLIC Resolution Fund any and all rights, titles and interest in and to any and all such dividends, payments or other distributions, or such proceeds.

**SECTION V: Representations and Acknowledgements**

A. No Admission of Liability. The undersigned parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.

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.

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

D. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Louisiana.

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Specific Representations Warranties and Disclaimer. The Officers and Directors expressly acknowledge that in determining to settle the claims released here, the FDIC-R has reasonably and justifiably relied upon the accuracy of financial information in the affidavits and related materials submitted to the FDIC-R. If, in their affidavits, the Officers and Directors have failed to disclose any interest, legal, equitable, or beneficial, in any asset, the Officers and Directors agree to cooperate fully with the FDIC-R to transfer their interest in the asset to the FDIC-R and to sign any and all documents necessary to transfer their interest in the asset to the FDIC-R. Moreover, if, in their affidavits the Officers and Directors have failed to disclose any

interest, legal, equitable, or beneficial, in any asset, the FDIC-R in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC-R may declare the releases granted to the Officers and Directors as null and void; (b) the FDIC-R may retain the Settlement Funds; (c) the FDIC-R may sue the Officers and Directors for damages, an injunction, and specific performance for the breach of this agreement; and (d) the FDIC-R may seek to vacate any dismissal order and reinstate the FDIC-R's claims against the Officers and Directors. The Officers and Directors agree that if, in their affidavits, they have failed to disclose any interest, legal, equitable, or beneficial, in any asset, the Officers and Directors consent to the reinstatement of FDIC-R's claims and waive any statute of limitations that would bar any of the FDIC-R's claims against them.

G. Reasonable Cooperation.

1. The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement and to otherwise perform the terms of this Agreement.

2. Further, the Officers and Directors agree to cooperate fully with the FDIC-R in connection with any action required under this Agreement. Any such cooperation that involves any out of pocket costs is subject to reasonable reimbursement by the FDIC-R pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

a. producing all documents requested by the FDIC-R, without the necessity of subpoena, as determined by the FDIC-R, in its sole discretion, to be relevant to the Bank;



b. making themselves available upon request by the FDIC-R at reasonable times and places for interviews regarding facts, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank;

c. appearing to testify, upon request by the FDIC-R, in any matter determined by the FDIC-R in its sole discretion, to be related to the Bank, without the necessity of subpoena;

d. signing truthful affidavits upon request by the FDIC-R, regarding any matter, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank.

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

J. Facsimile/PDF Signatures. Facsimile or Portable Document Format (PDF) transmissions of the signatures of the Parties or their representatives shall be binding on the Parties.

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 OF STATEWIDE BANK**

(b)(6)

Date: 7 March 2013

BY:

TITLE: Senior Attorney

PRINT NAME: David C. Joseph

**DAVID PICKNEY**

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

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

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

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

**DONALD MCMATH**

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

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

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

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

**RICHARD LAIRD**

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

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

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**FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER OF STATEWIDE BANK**

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

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

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

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

**DAVID PICKNEY**

(b)(6)

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

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

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

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

**DONALD MCMATH**

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

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

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

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

**RICHARD LAIRD**

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

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

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**FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER OF STATEWIDE BANK**

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

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

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

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

**DAVID PICKNEY**

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

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

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

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

**DONALD MCMATH**

(b)(6)

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

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

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

PRINT NAME: Don McMath

**RICHARD LAIRD**

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

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

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**FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER OF STATEWIDE BANK**

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

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

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

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

**DAVID PICKNEY**

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

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**DONALD MCMATH**

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

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

**RICHARD LAIRD**

(b)(6)

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

BY:

TITLE: Director

PRINT NAME: RICHARD J. LAIRD

**JACK MENDHEIM**

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

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

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

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

**MATHEW FAUST**

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

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

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

**ROBIN ARKLEY**

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

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

**TOM DAVIS**

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

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

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

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

**JACK MENDHEIM**

(b)(6)

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

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

TITLE: DIRECTOR

PRINT NAME: JACK J. MENDHEIM

**MATHEW FAUST**

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

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**MATHEW FAUST**

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**MATHEW FAUST**

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

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

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

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

**ROBIN ARKLEY**

(b)(6)

Date: March 4, 2013

BY:

TITLE: Director & beneficial interest holder

PRINT NAME: Robin P. Arkley

**TOM DAVIS**

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

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

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

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

**JACK MENDHEIM**

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**MATHEW FAUST**

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**ROBIN ARKLEY**

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**TOM DAVIS**

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**RANDY FELDMAN**

(b)(6)

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

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

PRINT NAME: Randy FELDMAN

**PATRICIA JAMES**

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**PHIL LACHAPELLE**

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**ALLAN GRUSHKIN**

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**RANDY FELDMAN**

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PRINT NAME: PATRICIA JAMES

**PATRICIA JAMES**

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**PHIL LACHAPELLE**

(b)(6)

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

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

PRINT NAME: Phil D. LaChapelle

**ALLAN GRUSHKIN**

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**RANDY FELDMAN**

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**ALLAN GRUSHKIN**

(b)(6)

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PRINT NAME: ALAN GRUSHKIN

**JOE EVANS**

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

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

**PETER TUNNEY**

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

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

**ESTATE OF EDWARD FREDERICK**

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**JOHN EVANS**

(b)(6)

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

BY

TITLE

PRINT NAME: JOHN A. EVANS

**PETER TUNNEY**

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

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**JOE EVANS**

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

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**PETER TUNNEY**

(b)(6)

Date: 3/4/13

BY

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

PRINT NAME: PETER Tunney

**ESTATE OF EDWARD FREDERICK**

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

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**JOE EVANS**

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**PETER TUNNEY**

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

**ESTATE OF EDWARD FREDERICK**

(b)(6)

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

BY

TITLE: Universal Legatee

PRINT NAME: Sandra Frederick