

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 08-E-0053

**In the Matter of the Liquidation of  
Noble Trust Company**

**JOINT MOTION FOR APPROVAL OF SETTLEMENT  
AGREEMENT WITH DIRECTOR AND OFFICER PARTIES**

Ronald A. Wilbur, Bank Commissioner for the State of New Hampshire, in his capacity as Liquidator of Noble Trust Company (the "Liquidator" and "Noble Trust," respectively), by his attorneys, the Office of the Attorney General and Sheehan Phinney Bass + Green, Professional Association, and Eve Prachar Lindsey, Lisa Elliot (f/k/a Lisa Ordway), Medray Carpenter, George Owens, The Estate of George Owens, Chris Norwood, Thomas R. Anderson, Agtax, Inc., Kerry T. Piandes, Kenneth J. Bojarski, Spencer Johnson, Anastasia Coravos, Global Financial Investors & Insurance Brokerage, Inc. (f/k/a Global Financial, Inc.), and Michael J. Walsh d/b/a Walsh & Co. (the "Settling Defendants"), through their attorney, Devine Millimet & Branch, Professional Association,<sup>1</sup> jointly move for the entry of an order approving a Settlement Agreement by and between the Liquidator and the Settling Defendants<sup>2</sup> dated as of January 17, 2013

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<sup>1</sup> In accordance with the Settlement Agreement, the Settling Defendants have designated the firm Devine Millimet & Branch, Professional Association to act as lead counsel and the primary point of contact between the Settling Defendants and the Liquidator for purposes of implementing the Settlement Agreement.

<sup>2</sup> The Settling Defendants include all defendants in the Actions (defined below) with the exception of Colin P. Lindsey. Mr. Lindsey entered into a separate settlement agreement with the Liquidator that was approved by this Court on February 9, 2010, and pursuant to which a \$15,781,000 judgment against him and in favor of the Liquidator was entered.

(the "Settlement Agreement").<sup>3</sup> In support of this joint motion, the Liquidator and the Settling Defendants state as follows:

1. In 2003, Noble Trust was organized and chartered under the laws of the State of New Hampshire as a non-depository banking corporation, and subject to regulation by the New Hampshire Banking Department (the "Banking Department").
2. As a result of irregularities discovered by the Banking Department's 2008 examination of Noble Trust, on February 11, 2008, Commissioner Peter Hildreth commenced a liquidation proceeding by filing a Verified Petition for Liquidation (the "Liquidation Petition") in this Court, seeking the appointment of a liquidator for Noble Trust pursuant to RSA 395:1, as well as related injunctive relief against Noble Trust pending the Court's ruling on the Liquidation Petition (the "Liquidation Proceeding").
3. On March 27, 2008, this Court entered an order (the "Liquidation Order") appointing Commissioner Hildreth as liquidator of both Noble Trust and its parent company, Aegean Scotia Holdings, LLC ("Aegean Scotia"). The Liquidator is the duly appointed successor liquidator of Noble Trust and Aegean Scotia by order of this Court dated March 28, 2012.
4. The Liquidator is in the process of marshaling the assets of Noble Trust in order to maximize the value of the liquidation of Noble Trust for the benefit of creditors. Among his other powers, the Liquidator is authorized to assert any claims that may be brought by or on behalf of Noble Trust or Aegean Scotia.

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<sup>3</sup> As set forth in the Liquidator's Assented-To Motion to Approve (1) Procedure For Review of Settlement Agreement With Director and Officer Parties, and (2) Notice and Objection Procedures For Hearing on Joint Motion For Approval of Settlement Agreement, and in accordance with the Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012, a redacted copy of the Settlement Agreement is attached hereto as Exhibit A. Parties wishing to review the unredacted Settlement Agreement may obtain a copy of such agreement by contacting counsel to the Liquidator and following the Court approved procedures, including the execution of a confidentiality agreement.

5. The Liquidator commenced litigation in this Court against the defendants in Hildreth v. Lindsey et al., Docket No. 09-E-0184 (the “Director and Officer Action”), and Hildreth v. Walsh, Docket No. 09-C-323 (the “Walsh Action”)(collectively, the “Actions”). Pursuant to the Actions, the Liquidator alleges certain contract liability and various breaches by the Settling Defendants of fiduciary and other duties in the operation of Noble Trust.

6. The Settling Defendants in the respective Actions deny both wrongdoing and liability with respect to the Liquidator's claims, have moved to dismiss the Actions, and, absent this settlement, would assert numerous defenses thereto.

#### **Summary of Settlement Agreement**<sup>4</sup>

7. The Actions were commenced in April 2009. Since that time, the Settling Defendants have, individually, filed motions to dismiss the Actions, asserting various grounds and legal theories. The Liquidator has filed responses to each pleading. The Liquidator and the Settling Defendants also exchanged discovery and, in 2011, participated in mediation. In all matters, the parties have vigorously defended their positions.

8. The Liquidator and the Settling Defendants believe the Settlement Agreement is fair, reasonable and adequate, and is the result of contested litigation and arms-length negotiations between the parties and their counsel. In order to avoid the additional time, expense and resources that continued litigation of these Actions would undoubtedly consume, and the attendant uncertainty of outcome associated with such

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<sup>4</sup> Notwithstanding the recitation in this Motion of the material terms of the Settlement Agreement, this is a summary only and all parties in interest are urged to read the Settlement Agreement. In the event of any conflicts or inconsistencies between the summary contained in the Motion and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

litigation, the Liquidator and Settling Defendants negotiated the Settlement Agreement, which by its terms does not become effective unless and until it is approved by this Court.

9. Under the Settlement Agreement, the Settling Defendants shall pay to the Liquidator \$1,000,000.00 (the "Settlement Funds") within twenty business days of the execution of the Settlement Agreement. The Liquidator has agreed to hold the Settlement Funds in an escrow account pending approval of the Settlement Agreement by this Court in an order that becomes both final and no longer subject to appeal. Upon final Court approval, the Settlement Funds will become part of the liquidation estate to be distributed or used by the Liquidator as appropriate. If final Court approval does not occur, the Liquidator shall return the Settlement Funds, excluding any accrued interest on the escrowed funds, to lead counsel to the Settling Defendants, without setoff or deduction on account of any claim that the Liquidator or any third party may otherwise have against any of the Settling Defendants in (or in connection with) the Liquidation Proceeding.

10. Upon final Court approval and receipt by the Liquidator of the Settlement Funds, the Liquidator, together with his employees and agents, and the Settling Defendants, together with their respective heirs, executors, personal representatives, estates, administrators, insurance carriers, reinsurers and legal representatives, shall release each other from all claims which arise out of or relate in any way to Noble Trust, the Liquidation Proceeding, the Banking Department's examination of Noble Trust and subsequent actions to conserve, liquidate and disseminate the assets of Noble Trust and Aegean Scotia, the Actions, the allegations and defenses in the Actions, or any transactions by, with, including or concerning Noble Trust or Aegean Scotia.

11. Additionally, both the Liquidator, together with his employees and agents, and the Settling Defendants, together with their respective heirs, executors, personal representatives, estates, administrators, insurance carriers, reinsurers and legal representatives, shall be released from any and all claims by third parties that arise out of or relate in any way to Noble Trust, the Liquidation Proceeding, the Banking Department's examination of Noble Trust and subsequent actions to conserve, liquidate and disseminate the assets of Noble Trust and Aegean Scotia, the Actions, the allegations and defenses in the Actions, or any transactions by, with, including or concerning Noble Trust or Aegean Scotia.

12. Without in any way limiting the generality of the releases described above, under the Settlement Agreement, the Settling Defendants shall jointly and severally (i) waive and release any right to receive distributions in the Liquidation Proceeding with respect to any and all claims and proofs of claims they have filed or could have filed in the Liquidation Proceeding; and (ii) irrevocably assign to the Liquidator, without recourse, any and all claims and proofs of claims that they have filed or could have filed in the Liquidation Proceeding, including any and all rights to receive distributions in respect of such claims.

13. Pursuant to the Settlement Agreement, the Liquidator and the Settling Defendants agree to fully cooperate with each other to give full force and effect to the terms and intent of the Settlement Agreement, including, but not limited to completing, executing, and delivering any and all documentation reasonably required to effectuate any and all aspects of the settlement that is the subject of the Settlement Agreement.

14. The Settlement Agreement maximizes the value of the liquidation of Noble Trust by relieving further costs and potential risk of continued litigation with the Settling Defendants, and provides for, among other things, (i) prompt payment of the Settlement Funds, eliminating any collection risk if the Liquidator were compelled to obtain judgments against the Settling Defendants, and (ii) release and assignment of any and all of the Settling Defendants' claims in the Liquidation Proceeding.

15. The Liquidator therefore believes that entering into the Settlement Agreement is an appropriate and prudent exercise of the Liquidator's judgment, and that the settlement resolves the pending disputes in the Actions on terms that are advantageous to the liquidation of Noble Trust and Noble Trust creditors.

16. Accordingly, the Liquidator and Settling Defendants believe that approval of the Settlement Agreement is in the best interests of Noble Trust, its creditors, and all parties in interest. See In re Liquidation of The Home Ins. Co., 154 N.H. 472, 489-90 (2006).

WHEREFORE, the Liquidator and the Settling Defendants request that the Court grant this Motion and approve the Settlement Agreement, and grant the Liquidator and the Settling Defendants such other and further relief as is just.

Respectfully submitted,

Dated: January 17, 2013

RONALD A. WILBUR, BANK COMMISSIONER  
OF THE STATE OF NEW HAMPSHIRE, AS  
LIQUIDATOR OF NOBLE TRUST COMPANY

By his attorneys,

MICHAEL A. DELANEY, ATTORNEY  
GENERAL



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Peter C.L. Roth (NH Bar 14395)  
Senior Assistant Attorney General  
NEW HAMPSHIRE DEPARTMENT OF JUSTICE  
33 Capitol Street  
Concord, N.H. 03301-6397  
(603) 271-3679

-and-

SHEEHAN PHINNEY BASS + GREEN  
PROFESSIONAL ASSOCIATION



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Bruce A. Harwood (NH Bar 4821)  
Christopher M. Candon (NH Bar 21243)  
1000 Elm Street, P.O. Box 3701  
Manchester, NH 03105-3701  
(603) 627-8139

EVE PRACHAR LINDSEY, LISA ELLIOT  
(F/K/A LISA ORDWAY), MEDRAY  
CARPENTER, GEORGE OWENS, THE ESTATE  
OF GEORGE OWENS, CHRIS NORWOOD,  
THOMAS R. ANDERSON, AGTAX, INC.,  
KERRY T. PIANDES, KENNETH J. BOJARSKI,  
SPENCER JOHNSON, ANASTASIA CORAVOS,  
GLOBAL FINANCIAL INVESTORS &  
INSURANCE BROKERAGE, INC. (F/K/A  
GLOBAL FINANCIAL, INC.), MICHAEL J.  
WALSH D/B/A WALSH & CO.

By their attorney,

DEVINE MILLIMET & BRANCH  
PROFESSIONAL ASSOCIATION



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Daniel E. Will (NH Bar 12176)  
111 Amherst Street  
Manchester, NH 03101  
(603) 695-8554

**EXHIBIT A**  
STATE OF NEW HAMPSHIRE

MERRIMACK COUNTY

SUPERIOR COURT

Nos. 09-E-0184

09-C-323

Peter C. Hildreth, Bank Commissioner for the State of New Hampshire, as Liquidator for Noble Trust Company and Aegean Scotia Holdings, LLC.

v.

Colin P. Lindsey, Eve Prachar Lindsey, Lisa Elliot (f/k/a Lisa Ordway), Medray Carpenter, George Owens, The Estate of George Owens, Chris Norwood, Thomas R. Anderson, AGTAX, Inc., Kerry T. Piandes, Kenneth J. Bojarski, Spencer Johnson, Anastasia Coravos, Global Financial Investors & Insurance Brokerage, Inc. (f/k/a Global Financial, Inc.)

AND

Peter C. Hildreth, Bank Commissioner for the State of New Hampshire, as Liquidator for Noble Trust Company and Aegean Scotia Holdings, LLC

v.

Michael J. Walsh d/b/a Walsh & Co.

**SETTLEMENT AGREEMENT**

The Plaintiff, Robert A. Fleury, Deputy Bank Commissioner for the State of New Hampshire and the Successor Liquidator (the "Liquidator") of Noble Trust Company ("Noble") and Aegean Scotia Holdings, LLC, and the above-named defendants (with the exception of Colin Lindsey), enter into this Settlement Agreement and Release dated January 17, 2013 (the "Settlement Agreement"):

WHEREAS:

A. Noble and Aegean Scotia are in the process of liquidation under the supervision of the Merrimack Superior Court, Docket No. 08-E-0053.

B. The Liquidator is the duly appointed liquidator of Noble and Aegean Scotia by orders of the Merrimack Superior Court dated March 27, 2008 and June 30, 2010.

C. Under these liquidation orders the Plaintiff is authorized to marshal Noble's and Aegean Scotia's assets, including the assertion of any claims that may be brought on their behalf.

D. Plaintiff has commenced litigation against the Defendants in Hildreth v. Lindsey et al., Docket No. 09-E-0184, and Hildreth v. Walsh, Docket No. 09-C-323, both in Merrimack County Superior Court.

E. Among other claims, Plaintiff alleges that certain Defendants have breached their fiduciary duties as officers and/or directors of Noble, other Defendants have breached their professional duties and/or committed malpractice, and that still other Defendants are liable in contract to Noble and/or Aegean Scotia.

F. Defendants deny both wrongdoing and liability with respect to Plaintiff's claims and, absent this settlement, would assert numerous defenses.

G. Counsel for Plaintiff and Defendants have conducted discussions, arms-length negotiations, and mediation to reach a compromise and settlement of this Action.

H. The Parties each desire to settle and compromise their claims against each other in the manner set forth herein, in order to avoid the considerable time, expense, resources and uncertainties that protracted litigation of such claims would entail, and have agreed, subject to the approval of the Court (as defined below), to settle the claims raised in the Actions (also defined below) pursuant to the terms of this Settlement Agreement.

I. With the exception of Defendant George Owens' personal jurisdiction defense, the Court has

not ruled on any of the substantive contentions of the parties regarding liability, damages, or defenses, or expressed any opinion with respect to those issues.

NOW THEREFORE, for good and valuable consideration, including the aforementioned recitals, it is hereby STIPULATED AND AGREED, subject to approval of the Court, that the above-captioned matters shall be COMPROMISED and SETTLED upon and subject to the terms and conditions of this Settlement Agreement.

1. Definitions. As used in this Settlement Agreement, the following terms shall have the following meanings:

a. The term “Actions” means the civil suits, Hildreth v. Lindsey et al., Docket No. 09-E-0184, and Hildreth v. Walsh, Docket No. 09-C-323, both pending in Merrimack County Superior Court.

b. The “Settling Defendants” means: Eve Prachar Lindsey, Lisa Elliot (f/k/a Lisa Ordway), Medray Carpenter, George Owens, the Estate of George Owens, Chris Norwood, Thomas R. Anderson, AGTAX, Inc., Kerry T. Piandes, Kenneth J. Bojarski, Spencer Johnson, Anastasia Coravos, Global Financial Investors & Insurance Brokerage, Inc. (f/k/a Global Financial, Inc.), and Michael Walsh.

c. Settling Defendants’ “Lead Counsel” means Devine Millimet & Branch, Professional Association, 111 Amherst Street, Manchester, New Hampshire.

d. “Confidentiality Obligations” means the mutual promises contained in Section 6 of this Settlement Agreement.

e. “Court” means the Superior Court of the State of New Hampshire for Merrimack

County.

f. "Director and Officer Releasees" means the Settling Defendants, together with their respective heirs, executors, personal representatives, estates, administrators, insurance carriers, reinsurers, and legal representatives. "Director and Officer Releasees" also includes all former employees of Noble.

g. "Director and Officer Releasors" means Defendants, together with their respective heirs, executors, personal representatives, estates, administrators, and legal representatives.

h. "Fully Release" means that a releasor(s) irrevocably and unconditionally releases, acquits and discharges the releasee(s) of and from all claims, demands, causes of action, obligations, liabilities, loss, debts, costs, expenses, attorneys' fees and damages of any kind, nature or description, either at law or equity, whether now known or unknown, suspected or unsuspected, existing, claimed to exist, or that may hereafter exist, which arise out of or relate in any way to the Liquidation; the Banking Department's examination of Noble and subsequent actions to conserve, liquidate, and disseminate the assets of Noble and Aegean Scotia; the Actions; the allegations and defenses in the Action; or any transactions by, with, or concerning Noble or Aegean Scotia.

i. "Joint Motion to Approve" means the joint motion filed by the Settling Parties for approval of this Settlement Agreement and seeking issuance of the Final Judgment and Order.

j. The "Liquidation Proceeding" means the civil proceeding docketed as 08-E-0053 with the Court.

k. "Liquidator Releasees" means Plaintiff acting in his capacity as Liquidator of Noble and Aegean Scotia; any and all predecessor and successor Liquidators and Conservators of Noble

and/or Aegean Scotia, and any employees or agents of the foregoing.

l. “Liquidator Releasor” means Plaintiff acting in his capacity as Liquidator of Noble and Aegean Scotia; any and all predecessor and successor Liquidators and Conservators of Noble and/or Aegean Scotia; any employees or agents of the foregoing, as well as Noble and Aegean Scotia.

m. “Plaintiff’s Counsel” means the Office of the Attorney General, New Hampshire Department of Justice, 33 Capitol Street, Concord, NH 03301; and Sheehan, Phinney, Bass + Green, 1000 Elm Street, P.O. Box 3701, Manchester, NH 03105.

n. “Settlement Agreement” means this Settlement Agreement.

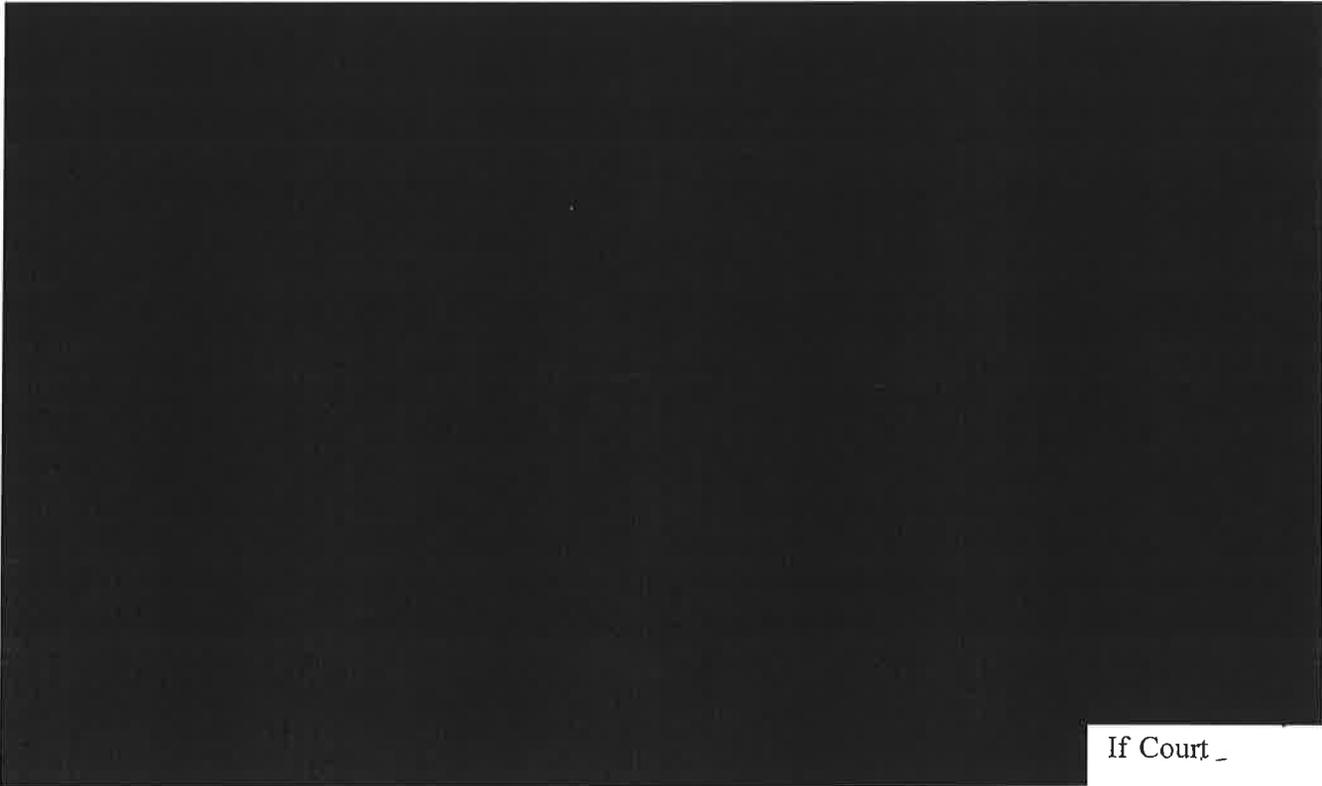
o. “Settlement Funds” means \$1,000,000 (One Million Dollars) paid by the Settling Defendants to Plaintiff in accordance with Section 5 hereof.

p. “Settling Parties” means the Plaintiff and the Settling Defendants.

2. Court Approval. The Settling Parties agree that this Settlement Agreement is subject to the entry of a final order by the Liquidation Court in the Liquidation Proceeding approving this Settlement Agreement (the “Court Approval”). Court Approval shall be deemed to occur on the date that such order shall have become non-appealable or, in the event of an appeal, has been affirmed after all appeals therefrom have been exhausted.

3. The Settling Parties will jointly submit a Motion to Approve this Settlement Agreement to the Court. Defendants, through their Lead Counsel, will sign the Joint Motion to Approve, sign other pleadings supporting the Joint Motion to Approve, and appear in Court to support Court Approval.

4. The Court Approval shall include a provision that Fully Releases the Settling Parties from any and all claims by third parties to the fullest extent allowed by the Court.



If Court \_

Approval does not become effective, the Liquidator shall thereupon return the Settlement Funds, but not any interest thereon, to Defendants' Lead Counsel for distribution to Defendants, without setoff or deduction on account of any claim that the Liquidator or any Third Party may otherwise have against any of the Defendants in (or in connection with) the Liquidation Proceeding.



6. No Admission of Liability. Plaintiff agrees that any consideration given or paid with respect to this Settlement Agreement is in compromise of disputed claims and that the giving or payment of consideration in exchange for the release of claims as stated herein is not, and is not to be

construed as, an admission of liability or wrongdoing on the part of the Director and Officer Releasees, who deny any liability or wrongdoing as to each and every claim which has been or which could have been asserted against them by the Plaintiff.

7. Confidentiality. The Settling Parties agree the settlement, the terms of the Settlement Agreement and all negotiations to reach the Settlement Agreement shall remain confidential and shall not be disclosed except as required by law, pursuant to an order of the Court or as required by licensing or regulatory authorities. The Settling Parties agree that the Confidentiality Obligations shall extend to the pleadings and hearings necessary to secure Court Approval, subject to such level of disclosure as is necessary in order to obtain Court Approval. Therefore, all such pleadings will be filed either under seal or in conformity with such confidentiality procedures as the Court may approve in connection with this Settlement Agreement or in the Liquidation Proceeding.

8. Release. Effective upon the day on which Court Approval occurs, the Director and Officer Releasers shall be deemed to Fully Release the Liquidator Releasees, and the Liquidator Releasers shall be deemed to Fully Release the Director and Officer Releasees, without further act or deed by any of them. However, notwithstanding the foregoing or anything else in this Settlement Agreement, the Liquidator Releasers' release of the Director and Officer Releasees is conditioned upon the Liquidator's receipt of the entirety of the Settlement Funds.

9. Waiver and Release of Certain Claims in Liquidation; Assignment of Others. Without in any way limiting the generality of the foregoing releases, the Settling Defendants hereby jointly and severally (1) waive and release any right to receive distributions in the Liquidation Proceeding with respect to any and all claims and proofs of claims they have filed or could have filed in the Liquidation Proceeding; and (2) irrevocably assign to the Liquidator, without recourse, any and all

claims and proofs of claims that they have filed or could have filed in the Liquidation Proceeding, including any and all rights to receive distributions in respect of such claims.

10. Entire Agreement and Integration Clause. This Settlement Agreement constitutes the entire agreement between the Settling Parties, and supersedes all prior negotiations, communications, and agreements between the Settling Parties. The terms of this Settlement Agreement may be modified or amended only by a written agreement signed by the Defendant's Lead Counsel and Plaintiff's counsel.

11. Choice of law and forum. This Settlement Agreement shall be governed by the laws of the State of New Hampshire, notwithstanding New Hampshire's choice of law principles. The Settling Parties agree that neither the statutory nor the common law principles of any other state shall be used to invalidate or render unenforceable any part of this Settlement Agreement. The Settling Parties submit themselves exclusively to the jurisdiction and venue of the Court for the enforcement, interpretation and construction of this Settlement Agreement, and all other matters regarding or relating to them.

12. Signatures and Counterparts. This Settlement Agreement shall not be binding until it has been signed by each of the Settling Parties, the Liquidator's signature being subject to Court Approval. Each of the Settling Parties represents and warrants that such party is duly authorized, and has the right, to execute this Settlement Agreement, and that the person signing below is authorized to enter into this Settlement Agreement on its behalf. This Settlement Agreement may be executed in counterparts and delivered by facsimile or electronic delivery (e.g., .pdf files). Any executed counterparts, taken together, shall constitute the entire agreement between the Settling Parties. A facsimile or electronically delivered signature shall be deemed to have the force and effect of an

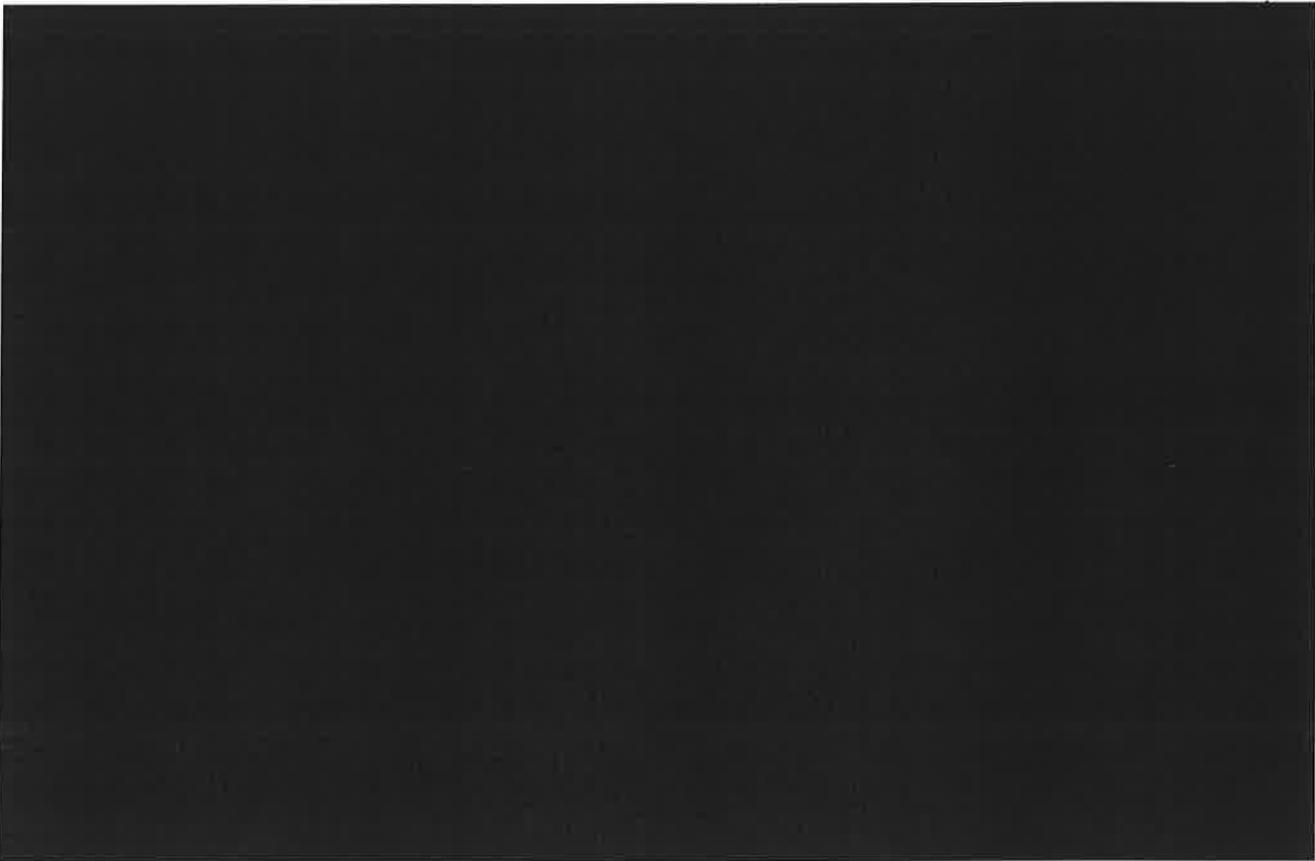
original signature.

13. Costs and Fees. Each Party shall bear its own attorneys' fees and costs incurred in connection with the underlying disputes and the negotiation, execution and effectuation of this Agreement. In the event that action must be taken to enforce any provision of this Agreement, the prevailing party in such action shall be awarded its reasonable attorney fees and costs incurred.

14. Binding Effect. The Settling Parties agree and acknowledge that, upon Court Approval, this Settlement Agreement shall bind the Settling Parties and also their respective heirs, administrators, executors, assigns, shareholders, officers, directors, attorneys, servants, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest, as well as third parties. The Settling Parties also agree and acknowledge that, upon Court approval, this Settlement Agreement shall inure to the benefit of the Settling Parties released and their respective heirs, administrators, executors, trustees, assigns, shareholders, officers, directors, members, attorneys, servants, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest. This Settlement Agreement is not intended to, and shall not, create any rights in favor of any third party unless and only to the extent expressly stated herein.

15. Cooperation. The Settling Parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Settlement Agreement, including, but not limited to completing, executing, and delivering any and all documentation reasonably required to effectuate any and all aspects of the settlement that is the subject of this Settlement Agreement. This cooperation extends to filing pleadings and participating in hearings at the Court as necessary to secure Court Approval. Such cooperation in the approval process shall be rendered in the first

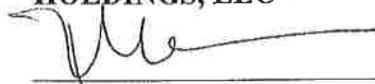
instance by Defendants' Lead Counsel as specified in Section 2. [REDACTED]



16. Knowledge of Content and Advice of Counsel. Each of the Settling Parties acknowledges that such Party has fully read and comprehends the contents of this Settlement Agreement, and that such Party is in full agreement with each and every one of the terms, conditions, and provisions set forth herein.

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Settlement Agreement as of the date first above written.

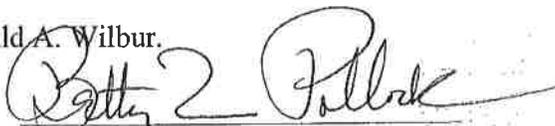
**RONALD A. WILBUR, BANK  
COMMISSIONER FOR THE STATE OF NEW  
HAMPSHIRE, AS LIQUIDATOR FOR NOBLE  
TRUST COMPANY AND AEGEAN SCOTIA  
HOLDINGS, LLC**



\_\_\_\_\_  
Ronald A. Wilbur

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

Signed before me on 1/4/2013 by Ronald A. Wilbur.



\_\_\_\_\_  
Notary Public/Justice of the Peace

BETTY ANN POLLOCK  
Notary Public - New Hampshire  
My Commission Expires August 19, 2014

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**EVE PRACHAR LINDSEY**

\_\_\_\_\_  
Eve Prachar Lindsey

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Eve Prachar Lindsey.

\_\_\_\_\_  
Notary Public/Justice of the Peace

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Settlement Agreement as of the date first above written.

**RONALD A. WILBER, BANK  
COMMISSIONER FOR THE STATE OF NEW  
HAMPSHIRE, AS LIQUIDATOR FOR NOBLE  
TRUST COMPANY AND AEGEAN SCOTIA  
HOLDINGS, LLC**

\_\_\_\_\_  
Ronald A. Wilbur

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Ronald A. Wilbur.

\_\_\_\_\_  
Notary Public/Justice of the Peace

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**EVE PRACHAR LINDSEY**

*Eve Prachar Lindsey*  
\_\_\_\_\_  
Eve Prachar Lindsey

STATE OF *New Hampshire*  
COUNTY OF *Hillsborough*

Signed before me on *010613* by Eve Prachar Lindsey.

*Nataliya Inselman*  
\_\_\_\_\_  
Notary Public/Justice of the Peace

**NATALIYA INSELMAN  
Notary Public, New Hampshire  
My Commission Expires Feb. 9, 2015**

LISA ELLIOT (F/K/A LISA ORDWAY)

Lisa Elliott  
Lisa Elliot (f/k/a Lisa Ordway)

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Signed before me on 11/28/2012 by Lisa Elliot.

Marcia S. Rasmussen  
Notary Public/Justice of the Peace  
my COMMISSION EXPIRES 10/03/2017  
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MEDRAY CARPENTER

\_\_\_\_\_  
Medray Carpenter

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Medray Carpenter.

\_\_\_\_\_  
Notary Public/Justice of the Peace

**LISA ELLIOT (F/K/A LISA ORDWAY)**

Lisa Elliot (f/k/a Lisa Ordway)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Lisa Elliot.

Notary Public/Justice of the Peace

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**MEDRAY CARPENTER**

*Medray Carpenter*  
Medray Carpenter

STATE OF Colorado  
COUNTY OF Archuleta

Signed before me on 1/16/13 by Medray Carpenter.

my commission expires 9/12/16

*Nathan B. Thomas*  
Notary Public/Justice of the Peace



THE ESTATE OF GEORGE OWENS

Dated: 1/11/13

Lucille Lorraine Owens  
Authorized representative  
for the Estate of George Owens

LUCILLE LORRAINE OWENS  
Print Name

STATE OF MISSOURI  
COUNTY OF JACKSON

Signed before me on Jan. 11, 2013 by Lucille Lorraine Owens, who affirmed before me to be a representative of the Estate of George Owens and authorized to execute this Settlement Agreement on behalf of the Estate of George Owens.



Pamela S. Kane  
Notary Public/Justice of the Peace

PAMELA S. KANE  
Notary Public - State of Missouri  
My Commission Expires December 7, 2015  
Johnson County  
Commission #11469658

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**CHRIS NORWOOD**

\_\_\_\_\_  
Chris Norwood

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Chris Norwood.

\_\_\_\_\_  
Notary Public/Justice of the Peace

**THE ESTATE OF GEORGE OWENS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized representative  
for the Estate of George Owens

\_\_\_\_\_  
Print Name

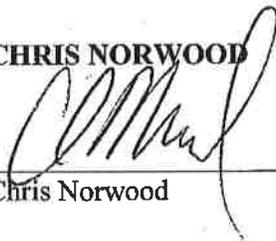
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by \_\_\_\_\_, who affirmed before me to  
be a representative of the Estate of George Owens and authorized to execute this Settlement  
Agreement on behalf of the Estate of George Owens.

\_\_\_\_\_  
Notary Public/Justice of the Peace

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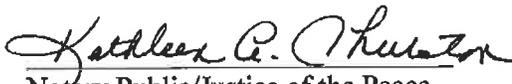
**CHRIS NORWOOD**

  
\_\_\_\_\_  
Chris Norwood

STATE OF New Hampshire  
COUNTY OF Hillsborough

Signed before me on 31st by Chris Norwood.

Dec, 2012

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

THOMAS R. ANDERSON

*Thomas R. Anderson*

Thomas R. Anderson

STATE OF Colorado  
COUNTY OF Larimer

Signed before me on 12/21/2012 by Thomas R. Anderson.

*Debra M. Hoffmann*  
Notary Public/Justice of the Peace  
Commission Expires 3/24/2014

\*\*\*\*



AGTAX, INC.

*Thomas R. Anderson*

Authorized agent for AGTAX, Inc.

Thomas R Anderson  
Print Name

STATE OF Colorado  
COUNTY OF Larimer

Signed before me on 12/21/2012 by Thomas R Anderson, who affirmed before me to be a representative of AGTAX, Inc. and authorized to execute this Settlement Agreement on behalf of AGTAX, Inc.

*Debra M. Hoffmann*  
Notary Public/Justice of the Peace  
Commission Expires 3/24/2014



KERRY T. PIANDES

Kerry T. Piandes

STATE OF New Hampshire  
COUNTY OF Rockingham

Signed before me on January 2, 2013 by Kerry T. Piandes.

Notary Public/Justice of the Peace

\*\*\*\*



**GLOBAL FINANCIAL INVESTORS &  
INSURANCE BROKERAGE, INC. (F/K/A  
GLOBAL FINANCIAL, INC.)**

Authorized Agent for Global Financial Investors &  
Insurance Brokerage, Inc. (f/k/a Global Financial,  
Inc.)

Kerry T. Piandes

Print Name

STATE OF New Hampshire  
COUNTY OF Rockingham

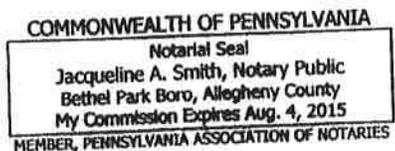
Signed before me on January 2, 2013 by Kerry Piandes, who affirmed before me to  
be a representative of Global Financial Investors & Insurance Brokerage, Inc. (f/k/a Global  
Financial, Inc.) and authorized to execute this Settlement Agreement on behalf of Global  
Financial Investors & Insurance Brokerage, Inc. (f/k/a Global Financial, Inc.).

KENNETH J. BOJARSKI

*[Handwritten Signature]*  
Kenneth J. Bojarski

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

Signed before me on 12-28-2012 by Kenneth J. Bojarski.



*[Handwritten Signature]*  
Notary Public/Justice of the Peace

\*\*\*\*

SPENCER JOHNSON

\_\_\_\_\_  
Spencer Johnson

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Spencer Johnson.

\_\_\_\_\_  
Notary Public/Justice of the Peace

**KENNETH J. BOJARSKI**

\_\_\_\_\_  
Kenneth J. Bojarski

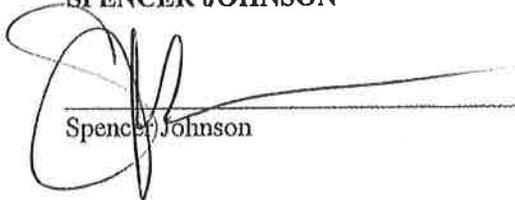
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Kenneth J. Bojarski.

\_\_\_\_\_  
Notary Public/Justice of the Peace

\*\*\*\*

**SPENCER JOHNSON**

  
\_\_\_\_\_  
Spencer Johnson

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Spencer Johnson.

\_\_\_\_\_  
Notary Public/Justice of the Peace

ANASTASIA CORAVOS

Anastasia Coravos  
Anastasia Coravos

STATE OF MA  
COUNTY OF Middlesex

Signed before me on 1/3/3 by Anastasia Coravos.

[Signature]  
Notary Public/Justice of the Peace



\*\*\*\*

**MICHAEL J. WALSH**  
**D/B/A WALSH & CO.**

\_\_\_\_\_  
Michael J. Walsh d/b/a Walsh & Co.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Michael J. Walsh.

\_\_\_\_\_  
Notary Public/Justice of the Peace

**ANASTASIA CORAVOS**

\_\_\_\_\_  
Anastasia Coravos

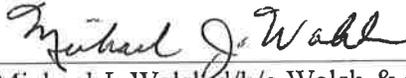
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed before me on \_\_\_\_\_ by Anastasia Coravos.

\_\_\_\_\_  
Notary Public/Justice of the Peace

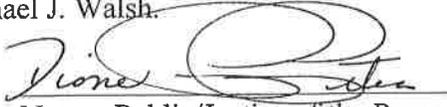
\*\*\*\*

**MICHAEL J. WALSH  
D/B/A WALSH & CO.**

  
\_\_\_\_\_  
Michael J. Walsh d/b/a Walsh & Co.

STATE OF Massachusetts  
COUNTY OF Middlesex

Signed before me on 12/5/12 by Michael J. Walsh.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 08-E-0053

**In the Matter of the Liquidation of  
Noble Trust Company**

**CERTIFICATE OF SERVICE**

I, Christopher M. Candon, hereby certify that on January 17, 2013, I caused a true copy of the foregoing to be served upon the parties listed below, via first class mail, postage prepaid.

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Christopher M. Candon