

**TRILATERAL STIPULATION AND AGREEMENT  
REGARDING THE SETTLEMENT AND RELEASE OF  
CLAIMS AND DISPUTES**

This trilateral stipulation and agreement (the "Stipulation") is entered into as of the 15th day of May 2009, by and among (1) Fremont General Corporation, individually and as a debtor in bankruptcy ("Fremont"); (2) California Insurance Commissioner Steve Poizner (the "Commissioner") as the statutory liquidator of Fremont Indemnity Company in Liquidation ("Indemnity"); and (3) Louis J. Rampino ("Rampino"), James A. McIntyre ("McIntyre"), Wayne R. Bailey ("Bailey"), John A. Donaldson ("Donaldson"), Ronald A. Groden ("Groden"), W. Brian O'Hara ("O'Hara"), and Raymond G. Meyers ("Meyers") (collectively, the "Rampino Defendants") (each a "Party" and collectively the "Parties");

**I.**

**RECITALS**

A. WHEREAS, the Commissioner is plaintiff in *California Insurance Commissioner v. Rampino, et al.*, Los Angeles Superior Court Case No. BC357691 (the "D&O Case").

B. WHEREAS, all of the seven Rampino Defendants in the D&O Case were either officers or directors of Indemnity and/or were either officers or directors of Fremont.

C. WHEREAS, the D&O Case went to trial in Los Angeles Superior Court (the "Superior Court") in October 2008 and is presently under submission.

D. WHEREAS, one of the defendants in the D&O Case, Meyers, has separately settled with the Commissioner for consideration totalling \$250,000.00, but the remaining Rampino Defendants have not settled and will not settle without Fremont's participation.

E. WHEREAS, on June 18, 2008, Fremont filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing bankruptcy Case No. 8:08-bk-13421-ES (the "Fremont Case") before the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "Bankruptcy Court").

F. WHEREAS, on or about various dates, each of the Rampino Defendants filed one or more proofs of claim in the Fremont Case based upon, among other things, the theory that Fremont is liable to indemnify each of the Rampino Defendants for any settlement amounts or judgment that may be entered against the Rampino Defendants in the D&O Case.

G. WHEREAS, in order to avoid the uncertainty and cost of the effects of the D&O Case vis-à-vis Fremont, to avoid the uncertainty and cost of further litigation between Fremont and the Rampino Defendants, and to facilitate the orderly resolution of the Fremont Case and Indemnity's ongoing liquidation proceeding, the Parties have agreed to enter into this Stipulation.

H. WHEREAS, the Rampino Defendants in entering into this Stipulation, with Fremont's full knowledge and acknowledgment, have reasonably relied on Fremont's representation that nothing in this Stipulation is intended to in any way withdraw, disallow, and/or expunge any of the Rampino Defendants' respective claims that the Rampino Defendants had, have, or may have with respect to any insurance policy issued by any insurer of any of the Parties.

NOW, THEREFORE, in accordance with the terms of this Stipulation, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound, the Parties hereby stipulate and agree as follows:

## **II.**

### **DEFINITIONS**

In addition to the capitalized terms defined in the preamble and recitals, as used in this Stipulation, the following capitalized terms shall have the following meanings:

"Effective Date" means the first business day following the day on which all of the conditions contained in section IV.A of this Stipulation have either occurred or been expressly waived in writing by the Parties.

"Individual Art Releases" means those certain *Agreement of Individual Art Defendant to Participate in Settlement and Mutual Release* forms of agreement executed by Rampino and McIntyre in connection with the Prior Agreement.

"Liquidation Court" means the department of the Superior Court of the State of California for the County of Los Angeles assigned to preside over the Liquidation Proceeding.

"Liquidation Proceeding" means the statutory liquidation case involving Indemnity, entitled *California Insurance Commissioner v. Fremont Indemnity Company*, Los Angeles Superior Court Case No. BS083582.

"Prior Agreement" means that certain *Stipulation and Agreement Regarding the Global and Integrated Settlement and Release of Claims and Disputes* dated April 17, 2009 by and between Fremont, Fremont Reorganizing Corporation f/k/a Fremont Investment & Loan, and Fremont Compensation Insurance Group, Inc., on the one hand, and the Commissioner, as the statutory liquidator of Indemnity and the statutory conservator of Fremont Life Insurance Company in Conservation, on the other hand.

"Proofs of Claim" means, collectively, the proofs of claim filed by the Rampino Defendants in the Fremont Case, which proofs of claim have been assigned numbers (i) 81, 517, and 550 (Rampino); (ii) 516, 547, and 823 (McIntyre); (iii) 243, 518, and 551 (Bailey); (iv) 895 (Donaldson); (v) 619 (Grodin); (vi) 443 (O'Hara); and (vii) 32, 242, and 601 (Meyers) on the Bankruptcy Court's official claims register.

"SERP Adversary1" means that certain adversary proceeding pending before the Bankruptcy Court and involving McIntyre and non-Party Alan W. Faigin's claims against Fremont and others related to their asserted SERP Claims: *McIntyre et al. v. Fremont General Corp. et al. (In re Fremont General Corp.)*, Adv. Pro. No. 8:08-ap-01256-ES.

"SERP Adversary2" means that certain adversary proceeding pending before the Bankruptcy Court and involving Bailey and Rampino's claims against Fremont and others related to their asserted SERP Claims: *Bailey et al. v. Fremont General Corp. et al. (In re Fremont General Corp.)*, Adv. Pro. No. 8:09-ap-01103-ES.

"SERP Claims" means any and all amounts asserted or that could be asserted by Rampino, McIntyre, Bailey, and Meyers with respect to or in connection with their participation in or rights under the *Fremont General Corporation Supplemental Executive Retirement Plan*, as amended, and/or in the *Fremont General Corporation Supplemental Executive Retirement Plan II*, as amended.

"SERP Turnover Actions" means, individually and collectively, (a) that certain cross-claim filed by Fremont against Merrill Lynch & Co. in SERP Adversary1 (the "Turnover Cross-Claim"); (b) that certain *Motion for Order Authorizing Debtor in Possession to Terminate Certain Retirement Plans* filed by Fremont in the Fremont Case [Docket No. 597] (the "Turnover Motion"); and (c) any new actions, motions, claims, causes of action or otherwise which are the same or substantially similar to, or having the same effect as, the Turnover Cross-Claim and/or the Turnover Motion.

Other Capitalized Terms: All other capitalized terms used in this Stipulation but not defined in this section II shall have the meanings set forth in any applicable parenthetical definitions.

### III.

#### SETTLEMENT TERMS AND EXCHANGE OF CONSIDERATION

A. Allowed General Unsecured Commissioner Claim. On and as of the Effective Date, and in addition to any rights the Commissioner or Indemnity has under the Prior Agreement, the Commissioner shall be afforded a deemed allowed general unsecured non-priority claim against Fremont in the amount of THIRTY-FIVE MILLION DOLLARS (\$35,000,000.00) for purposes of voting on any proposed chapter 11 plan or liquidating plan and receiving any distributions made pursuant to a plan or otherwise in the Fremont Case (the "Allowed Commissioner Claim"); *provided, however*, that upon the actual receipt of distributions totaling, in the aggregate, TWENTY-TWO MILLION DOLLARS (\$22,000,000.00) by the Commissioner or by any subsequent assignee, transferee, or grantee of the Allowed Commissioner Claim, the Allowed Commissioner Claim shall be deemed to have been satisfied in full, and, except as otherwise provided in the Prior Agreement, the Commissioner or any subsequent assignee, transferee, or grantee of the Allowed Commissioner Claim shall have no further

right to any distributions or payment from Fremont's bankruptcy estate or otherwise in connection with the Fremont Case. Fremont shall cause the Allowed Commissioner Claim to be docketed on the official register of claims in the Fremont Case, and shall notify the Commissioner of the claim number assigned to the Allowed Commissioner Claim. A copy of the Order of the Bankruptcy Court approving this Stipulation shall be attached to and incorporated into the Allowed Commissioner Claim. For the avoidance of doubt, (i) the Allowed Commissioner Claim shall be the sole and exclusive right to payment that the Commissioner and/or Indemnity shall have from or against Fremont's bankruptcy estate or otherwise in connection with the Fremont Case on account of the D&O Case; and (ii) the Allowed Commissioner Claim and any claim(s) provided by the Prior Agreement shall comprise the entirety of the Commissioner's and/or Indemnity's rights as against Fremont and as against Fremont's bankruptcy estate.

B. Final Disallowance of the Proofs of Claim. On the Effective Date, except as otherwise provided in this Stipulation, each of the Proofs of Claim shall be deemed to have been withdrawn, disallowed, and expunged in their entirety and with prejudice. Each of Rampino, McIntyre, Bailey, Donaldson, Groden, O'Hara, and Meyers shall cooperate reasonably with Fremont's reorganization counsel in giving effect to this section III.B. by formally requesting that the Bankruptcy Court enter an order denying, disallowing, and expunging all such Proofs of Claim in their entirety and with prejudice pursuant to this Stipulation.

C. Allowed General Unsecured SERP Claims. On and as of the Effective Date,

- (i) Bailey shall be afforded a deemed allowed general unsecured non-priority claim against Fremont on account of Bailey's SERP Claims in the amount of FOUR MILLION, SIX-HUNDRED THOUSAND DOLLARS (\$4,600,000.00) for purposes of voting on any proposed chapter 11 plan or liquidating plan and receiving any distributions made pursuant to a plan or otherwise in the Fremont Case (the "Allowed Bailey SERP Claim"); *provided, however*, that upon the actual receipt of distributions totaling, in the aggregate, TWO MILLION, EIGHT-HUNDRED AND SEVENTY-FOUR THOUSAND, TWO-HUNDRED AND NINETY-TWO

DOLLARS AND EIGHTY-TWO CENTS (\$2,874,292.82) by Bailey or by any subsequent assignee, transferee, or grantee of the Allowed Bailey SERP Claim, the Allowed Bailey SERP Claim shall be deemed to have been satisfied in full, and, except as otherwise provided herein, Bailey or any subsequent assignee, transferee, or grantee of the Allowed Bailey SERP Claim shall have no further right to any distributions or payment from Fremont's bankruptcy estate or otherwise in connection with the Fremont Case. For the avoidance of doubt, the Allowed Bailey SERP Claim shall constitute only a general unsecured non-priority claim and Bailey shall have no right to any distribution or payment from either the *Fremont General Corporation Supplemental Executive Retirement Plan*, as amended, or the *Fremont General Corporation Supplemental Executive Retirement Plan II*, as amended;

- (ii) Rampino shall be afforded a deemed allowed general unsecured non-priority claim against Fremont on account of Rampino's SERP Claims in the amount of FIVE MILLION, SIX-HUNDRED THOUSAND DOLLARS (\$5,600,000.00) for purposes of voting on any proposed chapter 11 plan or liquidating plan and receiving any distributions made pursuant to a plan or otherwise in the Fremont Case (the "Allowed Rampino SERP Claim"); *provided, however*, that upon the actual receipt of distributions totaling, in the aggregate, THREE MILLION, FOUR-HUNDRED AND SIXTY-NINE THOUSAND, FIVE-HUNDRED AND FORTY-FOUR DOLLARS AND NINETY-NINE CENTS (\$3,469,544.99) by Rampino or by any subsequent assignee, transferee, or grantee of the Allowed Rampino SERP Claim, the Allowed Rampino SERP Claim shall be deemed to have been satisfied in full, and, except as otherwise provided herein, Rampino or any subsequent assignee, transferee, or grantee of the Allowed Rampino SERP Claim shall have no further right to any distributions or payment from Fremont's bankruptcy estate or otherwise in connection with the Fremont Case. For the avoidance of doubt, the Allowed Rampino SERP Claim shall constitute

only a general unsecured non-priority claim and Rampino shall have no right to any distribution or payment from either the *Fremont General Corporation Supplemental Executive Retirement Plan*, as amended, or the *Fremont General Corporation Supplemental Executive Retirement Plan II*, as amended;

- (iii) McIntyre shall be afforded a deemed allowed general unsecured non-priority claim against Fremont on account of McIntyre's SERP Claims in the amount of FIVE MILLION, TWO-HUNDRED THOUSAND DOLLARS (\$5,200,000.00) for purposes of voting on any proposed chapter 11 plan or liquidating plan and receiving any distributions made pursuant to a plan or otherwise in the Fremont Case (the "Allowed McIntyre SERP Claim"); *provided, however*, that upon the actual receipt of distributions totaling, in the aggregate, THREE MILLION, TWO-HUNDRED AND TWENTY-SEVEN THOUSAND, FOUR-HUNDRED AND NINETY-FOUR DOLLARS AND NINETEEN CENTS (\$3,227,494.19) by McIntyre or by any subsequent assignee, transferee, or grantee of the Allowed McIntyre SERP Claim, the Allowed McIntyre SERP Claim shall be deemed to have been satisfied in full, and, except as otherwise provided herein, McIntyre or any subsequent assignee, transferee, or grantee of the Allowed McIntyre SERP Claim shall have no further right to any distributions or payment from Fremont's bankruptcy estate or otherwise in connection with the Fremont Case. For the avoidance of doubt, the Allowed McIntyre SERP Claim shall constitute only a general unsecured non-priority claim and McIntyre shall have no right to any distribution or payment from either the *Fremont General Corporation Supplemental Executive Retirement Plan*, as amended, or the *Fremont General Corporation Supplemental Executive Retirement Plan II*, as amended; and
- (iv) Meyers shall be afforded a deemed allowed general unsecured non-priority claim against Fremont on account of Meyers' SERP Claims and Meyers' prior settlement payment in the D&O Case in the amount of TWO

MILLION, THREE-HUNDRED THOUSAND DOLLARS (\$2,300,000.00) for purposes of voting on any proposed chapter 11 plan or liquidating plan and receiving any distributions made pursuant to a plan or otherwise in the Fremont Case (the "Allowed Meyers SERP Claim"); *provided, however*, that upon the actual receipt of distributions totaling, in the aggregate, ONE MILLION, FOUR-HUNDRED TWENTY THOUSAND, TWO-HUNDRED TWENTY-TWO DOLLARS AND FORTY-FOUR CENTS (\$1,420,222.44) by Meyers or by any subsequent assignee, transferee, or grantee of the Allowed Meyers SERP Claim, the Allowed Meyers SERP Claim shall be deemed to have been satisfied in full, and, except as otherwise provided herein, Meyers or any subsequent assignee, transferee, or grantee of the Allowed Meyers SERP Claim shall have no further right to any distributions or payment from Fremont's bankruptcy estate or otherwise in connection with the Fremont Case. For the avoidance of doubt, the Allowed Meyers SERP Claim shall constitute only a general unsecured non-priority claim and Meyers shall have no right to any distribution or payment from either the *Fremont General Corporation Supplemental Executive Retirement Plan*, as amended, or the *Fremont General Corporation Supplemental Executive Retirement Plan II*, as amended.

Promptly after the Effective Date, Fremont shall cause the Allowed Bailey SERP Claim, the Allowed Rampino SERP Claim, the Allowed McIntyre SERP Claim, and the Allowed Meyers SERP Claim (collectively, the "Allowed SERP Claims"), to be docketed on the official register of claims in the Fremont Case, and shall notify Bailey, Rampino, McIntyre, and Meyers of the claim numbers assigned to the Allowed SERP Claims. A copy of the Order of the Bankruptcy Court approving this Stipulation shall be attached to and incorporated into each of the Allowed SERP Claims. The Parties shall reasonably cooperate in giving effect to this section III.C.



D. Dismissal of Pending Litigation.

- (i) As soon as practicable after the Effective Date, the Commissioner and Indemnity will cause the D&O Case to be dismissed with prejudice, with all parties thereto to bear their own respective attorneys' fees and costs in connection therewith.
- (ii) Only as to McIntyre's causes of action under SERP Adversary1, provided, however, it does not in any way prejudice co-plaintiff Alan W. Faigin's causes of action under SERP Adversary1, as soon as practicable after the Effective Date, McIntyre will cause the SERP Adversary1 to be dismissed with prejudice against all defendants thereto other than Fremont, with McIntyre and all other parties thereto to bear their own respective attorneys' fees and costs in connection therewith. With respect to Fremont, (1) McIntyre and Fremont will stay SERP Adversary1 and the SERP Turnover Actions pending distributions on the Allowed McIntyre SERP Claim, and in the event that distributions on such claim do not result in the actual receipt of distributions totaling, in the aggregate, THREE MILLION, TWO-HUNDRED AND TWENTY-SEVEN THOUSAND, FOUR-HUNDRED AND NINETY-FOUR DOLLARS AND NINETEEN CENTS (\$3,227,494.19) (the "McIntyre Claim Amount") by McIntyre or by any subsequent assignee, transferee, or grantee of the Allowed McIntyre SERP Claim, McIntyre shall have the option to renew the SERP Claims McIntyre has asserted in SERP Adversary1, and Fremont shall have the option to renew the SERP Turnover Actions; *provided, however*, that McIntyre's damages in the renewed litigation shall be limited to the McIntyre Claim Amount, and that Fremont shall get full credit against those damages for all distributions actually made on account of the Allowed McIntyre SERP Claim; and (2) if McIntyre actually receives distributions totalling the McIntyre Claim Amount, McIntyre will cause the SERP Adversary1 to be dismissed with prejudice against Fremont, with McIntyre and Fremont to bear their own respective attorneys' fees and costs in connection therewith.

- (iii) As soon as practicable after the Effective Date, Bailey and Rampino will cause the SERP Adversary<sup>2</sup> to be dismissed with prejudice as to all defendants thereto other than Fremont, with all parties thereto to bear their own respective attorneys' fees and costs in connection therewith. With respect to Fremont, (1) Bailey, Rampino, and Fremont will stay SERP Adversary<sup>2</sup> and the SERP Turnover Actions pending distributions on the Allowed Bailey SERP Claim and the Allowed Rampino SERP Claim, and in the event that distributions on such claim do not result in the actual receipt of distributions totaling, in the aggregate, (a) TWO MILLION, EIGHT-HUNDRED AND SEVENTY-FOUR THOUSAND, TWO-HUNDRED AND NINETY-TWO DOLLARS AND EIGHTY-TWO CENTS (\$2,874,292.82) (the "Bailey Claim Amount") by Bailey or by any subsequent assignee, transferee, or grantee of the Allowed Bailey SERP Claim and (b) THREE MILLION, FOUR-HUNDRED AND SIXTY-NINE THOUSAND, FIVE-HUNDRED AND FORTY-FOUR DOLLARS AND NINETY-NINE CENTS (\$3,469,544.99) (the "Rampino Claim Amount") by Rampino or by any subsequent assignee, transferee, or grantee of the Allowed Rampino SERP Claim, Bailey and Rampino shall have the option to renew the SERP Claims Bailey and Rampino have asserted in SERP Adversary<sup>2</sup>, and Fremont shall have the option to renew the SERP Turnover Actions; *provided, however*, that Bailey and Rampino's damages in the renewed litigation shall be limited to the Bailey Claim Amount and the Rampino Claim Amount, respectively, and that Fremont shall get full credit against those damages for all distributions actually made on account of the Allowed Bailey SERP Claim Amount and the Allowed Rampino SERP Claim; (2) if Bailey and Rampino actually receive distributions totalling the Bailey Claim Amount and the Rampino Claim Amount, Bailey and Rampino will cause the SERP Adversary<sup>2</sup> to be dismissed with prejudice against Fremont, with Bailey, Rampino, and Fremont to bear their own respective attorneys' fees and costs in connection therewith.

- (iv) Except as provided otherwise in this Stipulation or in the Prior Agreement, the Commissioner, Indemnity, and each of Rampino, McIntyre, Bailey, Donaldson, Groden, O'Hara, and Meyers will not, and hereby agree that they shall not, initiate any new actions, file any further proofs of claim, or otherwise assert any additional claims or causes of action against Fremont (individually or as a debtor in bankruptcy) or any of its subsidiaries, affiliates, successors and assigns, or any of their respective predecessors or successors in interest, heirs, assigns, directors, officers, attorneys, accountants, employees, agents, consultants, advisors, or representatives, whether past or present.

E. Exchange of Releases.

1. Commissioner and Indemnity Releases. Except for the agreements and obligations expressly undertaken or to be performed under this Stipulation or the Prior Agreement, on the Effective Date and in consideration of the payments and other consideration recited herein, the Commissioner and Indemnity each hereby release, acquit, and forever discharge (1) each and all of the Rampino Defendants and each of their respective predecessors and successors in interest, heirs, assigns, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, from any and all past, present, and future claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, judgments, executions, losses, liabilities, demands and obligations of whatsoever character, nature, kind, or description, whether in law or equity, and whether known or unknown, which the Commissioner, Indemnity, or either of them ever had, have, or may in the future have against any of the Rampino Defendants or any of their respective predecessors and successors in interest, heirs, assigns, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, for, upon, or by reason of any matter, cause, or thing whatsoever arising in whole or in part out of any facts, circumstances, or events in existence on or before the Effective Date, whether or not the matter, cause, or thing arose out of or is related to the claims currently or formerly asserted, or which could have been asserted, in the D&O Case or otherwise; and (2) Fremont (individually and as a debtor in bankruptcy), Fremont's

bankruptcy estate, Fremont's subsidiaries (other than Indemnity and its subsidiaries), affiliates, successors and assigns, and each of their respective predecessors and successors in interest, heirs, assigns, directors, officers, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, from any and all past, present, and future claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, judgments, executions, losses, liabilities, demands and obligations of whatsoever character, nature, kind, or description, whether in law or equity, and whether known or unknown, which the Commissioner, Indemnity, or either of them ever had, have, or may in the future have against Fremont (individually and as a debtor in bankruptcy), Fremont's bankruptcy estate, Fremont's subsidiaries (other than Indemnity and its subsidiaries), affiliates, successors and assigns, and each of their respective predecessors and successors in interest, heirs, assigns, directors, officers, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, for, upon, or by reason of any matter, cause, or thing whatsoever arising in whole or in part out of any facts, circumstances, or events in existence on or before the Effective Date (collectively, the "Insurance Released Claims"). Notwithstanding the foregoing, this Stipulation does not alter the obligations any party expressly assumed under the Prior Agreement.

2. Fremont Releases. Except for the agreements and obligations expressly undertaken or to be performed under this Stipulation, on the Effective Date and in consideration of the releases and other consideration recited herein, Fremont (individually and as a debtor in bankruptcy) on its own behalf, and on behalf of each of its subsidiaries other than Indemnity, hereby releases, acquits, and forever discharges (1) each and all of the Rampino Defendants from any and all past, present, and future claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, judgments, executions, losses, liabilities, demands and obligations of whatsoever character, nature, kind, or description, whether in law or equity, and whether known or unknown, which Fremont (individually and as a debtor in bankruptcy) and any of its subsidiaries other than Indemnity ever had, has, or may in the future have against any of the Rampino

Defendants for, upon, or by reason of any matter, cause, or thing whatsoever arising in whole or in part out of any facts, circumstances, or events in existence on or before the Effective Date; and (2) the Commissioner, Indemnity, and their respective estates (if any), parents, subsidiaries, affiliates, successors and assigns, and each of their respective predecessors and successors in interest, heirs, assigns, directors, officers, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, from any and all past, present, and future claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, judgments, executions, losses, liabilities, demands and obligations of whatsoever character, nature, kind, or description, whether in law or equity, and whether known or unknown, which Fremont (individually and as a debtor in bankruptcy) and any of its subsidiaries other than Indemnity ever had, has, or may in the future have against any of them for, upon, or by reason of any matter, cause, or thing whatsoever arising in whole or in part out of any facts, circumstances, or events in existence on or before the Effective Date (collectively, the "Fremont Released Claims"). Notwithstanding the foregoing, the Fremont Released Claims shall not include any past, present, or future claims, actions, causes of action, offsets, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, judgments, executions, losses, liabilities, demands and obligations of whatsoever character, nature, kind, or description, whether in law or equity, and whether known or unknown, which Fremont (individually and as a debtor in bankruptcy) or any of its subsidiaries other than Indemnity ever had, have, or may in the future have against any director, officer, attorney, accountant, employee, agent, consultant, advisor, or representative of Indemnity that (1) was also a director, officer, attorney, accountant, employee, agent, consultant, advisor, or representative of Fremont or any of its subsidiaries other than Indemnity; and (2) is not one of the seven Rampino Defendants.

3. Rampino Defendant Releases. Except for the agreements and obligations expressly undertaken or to be performed under this Stipulation, including the Allowed SERP Claims, each of Rampino, McIntyre, Bailey, Donaldson, Groden, O'Hara, and Meyers hereby release, acquit, and forever discharge Fremont (individually and as a debtor in bankruptcy), the Commissioner, Indemnity, each of the other Rampino

Defendants, and their respective estates (if any), parents, subsidiaries, affiliates, successors and assigns, and each of their respective predecessors and successors in interest, heirs, assigns, directors, officers, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, from any and all past, present, and future claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, judgments, executions, losses, liabilities, demands and obligations of whatsoever character, nature, kind, or description, whether in law or equity, whether or not related to the SERP Claims, and whether known or unknown, which each of Rampino, McIntyre, Bailey, Donaldson, Groden, O'Hara, and Meyers or any of them ever had, have, or may in the future have against Fremont (individually and as a debtor in bankruptcy), the Commissioner, Indemnity, or their respective estates (if any), parents, subsidiaries, affiliates, successors and assigns, or any of their respective predecessors and successors in interest, heirs, assigns, directors, officers, attorneys, accountants, employees, agents, consultants, advisors, and representatives, past and present, for, upon, or by reason of any matter, cause, or thing whatsoever arising in whole or in part out of any facts, circumstances, or events in existence on or before the Effective Date, whether or not the matter, cause, or thing arose out of or is related to the claims currently or formerly asserted, or which could have been asserted, in the Proofs of Claim, in the D&O Case, or otherwise (collectively, the "Rampino Defendant Released Claims").

Notwithstanding the foregoing, the Rampino Defendant Released Claims shall not include, and this Stipulation shall not operate to release, withdraw, disallow, or expunge, any rights that any of the Rampino Defendants may possess as a result of their ownership of common stock or other securities issued by Fremont or by its affiliates, including, but not limited to, the 7.875% Senior Notes due 2009 and the 9% Trust Originated Preferred Securities, which rights are expressly preserved.

4. Section 1542 Waiver and Release. The Parties each acknowledge that there is a risk that any one of them could subsequently discover facts or discover, incur, or suffer claims that were unknown or unsuspected on the date of this Stipulation, and which if known on such date, may have materially affected its decision to execute this Stipulation. The Parties each acknowledge and agree that by reason of the releases

contained herein, they are assuming the risk of unknown facts and unknown and unsuspected claims and intend and agree that this Stipulation applies thereto. Except as expressly provided in this Stipulation, the Parties each hereby expressly, voluntarily, and knowingly waive, relinquish, and abandon each and every right and benefit to which the waiving party would be entitled now or at any time hereafter under section 1542 of the California Civil Code ("Section 1542") and any statute, rule, and legal doctrine in California or any other jurisdiction to the same effect as Section 1542, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Notwithstanding Section 1542 and any other similar statute, rule, or legal doctrine in any jurisdiction, the Parties each acknowledge and agree that the releases above shall constitute full and absolute releases of the Insurance Released Claims, the Fremont Released Claims, and the Rampino Defendant Released Claims, all of which are hereby waived. The Parties acknowledge and agree that the waiver of Section 1542 and any other similar statute, rule, or legal doctrine in any jurisdiction is an essential and material term of this Stipulation, and that without such waiver this Stipulation and the releases above would not have been entered into. The Parties have been advised by their legal counsel and understand and acknowledge the significance and consequence of the releases above and of the specific waiver of Section 1542.

5. Express Preservation of Rights Against Insurers. Notwithstanding any of the forgoing, nothing in this Stipulation is intended to or shall be deemed to release any claims any of the Parties had, has, or may have with respect to any insurance policy issued by any insurer of any of the Parties.

**IV.****SETTLEMENT APPROVAL AND CLOSING**

A. Conditions to Effectiveness. Except with respect to the covenants contained in section IV.B hereof, this Stipulation shall be without effect until the occurrence of all of the following events (or the waiver by Fremont and the Commissioner of the requirement that any such event have occurred):

1. Fremont files a motion requesting that the Bankruptcy Court approve this Stipulation pursuant to Federal Rule of Bankruptcy Procedure 9019(a);
2. The Commissioner files a motion requesting that the Liquidation Court approve this Stipulation;
3. The Bankruptcy Court and the Liquidation Court each issue an order, in forms reasonably acceptable to the Parties, approving this Stipulation pursuant to Federal Rule of Bankruptcy Procedure 9019(a) or pursuant to applicable state law (the "Orders"); and
4. The Orders each become a final, non-appealable order.

B. Covenants Regarding Settlement Process. The Parties hereby agree to the following process regarding approval and consummation of this Stipulation:

1. The Parties shall exercise their reasonable best efforts to complete all of the events set forth in section IV.A of this Stipulation before June 30, 2009;
2. The Parties shall voluntarily stay any further litigation in connection with the Proofs of Claim, the SERP Adversary1, the SERP Adversary2, and the SERP Turnover Actions until the Effective Date;
3. Promptly (but, in no event, more than two (2) business days) after the execution of this Stipulation, the parties to the D&O Case shall file a joint notice of settlement advising the Superior Court of this Stipulation and requesting that the Superior Court stay the proceedings in the D&O Case in their entirety, including without limitation deferring issuing any opinion, ruling, decision, or judgment on the merits of the D&O Case; and
4. The issuance of a stay by the Superior Court as described in the foregoing section IV.B.3 is not and shall not be a condition to the enforceability of this Stipulation or the obligations of the Parties hereunder. In the event, however, that the



Superior Court fails or declines to stay the proceedings in the D&O Case or to defer issuance of any opinion, ruling, decision, or judgment on the merits of the D&O Case, such action (or inaction) shall not affect the enforceability of this Stipulation and the Parties shall remain obligated hereunder notwithstanding any such action (including, without limitation, taking action promptly following the Effective Date to dismiss the D&O Case and otherwise nullify any judgment entered thereon). Prior to the Effective Date or the issuance of any stay by the Superior Court, the parties to the D&O Case may take appropriate and necessary actions to protect their rights by participating in further proceedings in the D&O Case, such as by filing objections to any proposed statement of decision, filing notice of entry of judgment, filing a motion to tax costs, filing a notice of appeal, or taking any other steps to protect such rights.

C. Mutual Representations and Warranties. The Parties hereby represent and warrant to each other the following, each of which is a continuing representation and warranty:

1. The Parties are the sole and lawful owners of all right, title, and interest in the Insurance Released Claims, the Fremont Released Claims, and the Rampino Defendant Released Claims, and have not transferred, or purported to transfer, to any person or entity the Insurance Released Claims, the Fremont Released Claims, or the Rampino Defendant Released Claims;
2. Subject to the approval of the Bankruptcy Court and the Liquidation Court, this Stipulation is a valid and binding obligation of the Parties, enforceable against each of them in accordance with its terms;
3. Except as otherwise expressly provided in this Stipulation, no consent or approval is required by any other person or entity in order for the Parties to carry out the provisions of this Stipulation, and each of the Parties has obtained all necessary corporate and other approvals to enter into and perform the obligations under this Stipulation. In addition, each person signing this Stipulation warrants that he or she is legally competent and authorized to execute this Stipulation on behalf of the Party whose name is subscribed at or above such person's signature;
4. The Parties have not made any statement or representation to each other regarding any facts relied upon by them in entering into this Stipulation, and each

of them specifically does not rely upon any statement, representation, or promise of the other Parties hereto or any other person in entering into this Stipulation, except as expressly stated herein. Each Party has relied upon its own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Stipulation and the transactions contemplated herein; and

5. The Parties hereto and their respective attorneys have made such investigation of the facts pertaining to this Stipulation and all of the matters pertaining thereto as they deem necessary.

**V.**

**MISCELLANEOUS PROVISIONS**

A. Notices. All notices, requests, demands, and other communications under or relating to this Stipulation shall be in writing and shall be deemed to have been duly given on the date of service if served personally or by facsimile transmission on the Party to whom directed, or on the first business day after mailing if mailed to the Party to whom directed, by Federal Express or other overnight delivery service, and properly addressed to such Party as follows:

If to Fremont:

Donald E. Royer, Esq.  
Fremont General Corporation  
2727 East Imperial Highway  
Brea, California 92821

-and-

Theodore B. Stolman, Esq.  
Stutman, Treister & Glatt, P.C.  
1901 Avenue of the Stars, 12th Floor  
Los Angeles, California 90067  
Fax: (310) 228-5788

If to the Commissioner or Indemnity:

Scott Pearce  
Senior Vice President & Estate Trust Officer  
Conservation & Liquidation Office  
425 Market Street, 23rd Floor  
San Francisco, CA 94105  
Fax: (415) 676-2002

-and-

Karl Belgum, Esq.  
Nixon Peabody LLP  
One Embarcadero Center, 18th Floor  
San Francisco, CA 94111  
Fax: (415) 984-8300

-and-

Lisa Chao, Esq.  
Deputy Attorney General  
California Department of Justice  
300 South Spring Street, Room 1702  
Los Angeles, CA 90013  
Fax: (213) 897-5775

If to McIntyre, Rampino, Bailey, Donaldson, and/or Meyers:

William M. Iadarola, Esq.  
Law Office of William M. Iadarola, P.C.  
6B Liberty, Suite 245  
Aliso Viejo, CA 92656  
Fax: (888) 258-6457

If to Groden:

David B. Babbe, Esq.  
Morrison & Foerster LLP  
555 West Fifth Street, Suite 3500  
Los Angeles, CA 90013  
Fax: (213) 892-5454

If to O'Hara:

William B. O'Hara  
20051 Oakside Court  
Saugus, CA 91390

Any Party may change its contact information by giving written notice to the other Parties in the manner set forth above.

B. Entire Agreement; Modification; Waiver. With the sole exceptions of the Prior Agreement and the Individual Art Releases, this Stipulation constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the Parties, whether oral, written, or implied, as to the subject matter hereof. No supplement, modification, or

amendment of this Stipulation shall be binding unless executed in writing by all Parties affected thereby. No waiver of any of the provisions of this Stipulation shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

C. Further Documents. Each of the Parties hereto agrees to execute any and all documents and to do and perform any and all acts and things reasonably necessary or proper to effectuate or further evidence the terms and provisions of this Stipulation.

D. No Representations or Warranties. Except as expressly set forth in this Stipulation, none of the Parties hereto makes any representation or warranty, written or oral, express or implied.

E. Headings. The descriptive headings of the several sections of this Stipulation are inserted for convenience of reference only and do not constitute a part of this Stipulation.

F. Counterparts. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties' respective signature pages may be exchanged by electronic transmission or facsimile.

G. No Admissions. Neither this Stipulation nor any of the terms hereof, nor any negotiations or proceedings in connection herewith, shall constitute or be construed as or be deemed to be evidence of admission on the part of any Party of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any Party. The Parties agree that the entry into this Stipulation is not to be construed as, and is not, an admission that the Rampino Defendants violated any of their duties or obligations or that the Rampino Defendants engaged in any unlawful conduct. Neither this Stipulation nor the implementation thereof shall be construed to be, or shall be admissible in any proceedings as, evidence of an admission by the Rampino Defendants of any violation of or failure to comply with any federal, state, or local law, common law, agreement, rule, regulation, or order. This Stipulation, all pre-execution drafts, and all communications between and among counsel for the Parties regarding the

Stipulation (collectively, the "Stipulation Materials") shall constitute settlement discussions pursuant to Federal Rule of Evidence 408 and/or California Evidence Code section 1152, and the Parties hereby stipulate and agree that, in the event the Stipulation does not become effective for any reason or is rescinded, no Party will attempt to use the Stipulation Materials as evidence of liability of another Party or a measure of actual damages sustained by a Party.

H. Successors and Assigns. This Stipulation shall inure to the benefit of, and be binding upon, the Parties and their respective agents, legal representatives, predecessors, successors, and assigns.

I. Choice of Law. This Stipulation shall be governed by and construed in accordance with federal bankruptcy law. Where state or substantive law other than federal bankruptcy law controls, this Stipulation shall be governed by the substantive law of the State of California, without regard to its choice of law rules.

J. Jurisdiction and Venue. Any controversies regarding this Stipulation shall be resolved in the Bankruptcy Court. Any action relating to, based upon, or arising from a breach of this Stipulation shall be brought only in the Bankruptcy Court, which shall retain exclusive jurisdiction over the subject matter and Parties for this purpose.

K. Signature Authority. Each Party represents and covenants that such Party has the power and authority to enter into and carry out this Stipulation in full on behalf of its signatory.

L. Publicity. With the exception of an 8-K and public filings in the Bankruptcy Court, Fremont will not issue any press release regarding this Stipulation. If either the Commissioner and Indemnity, on the one hand, or any of the Rampino Defendants, on the other hand, determines to issue a press release announcing this settlement contemporaneous with or shortly after the execution of this Stipulation, such release shall be provided to the opposing party in advance and agreed to by such opposing party, through counsel, such agreement not to be unreasonably withheld.

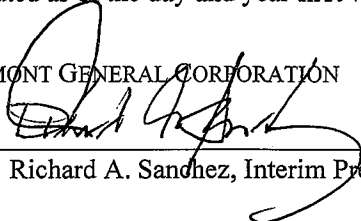
M. Website Materials. The Commissioner shall cause to be posted on the website maintained by the California Conservation & Liquidation Office for the Indemnity estate (the "Website") hyperlinks to a PDF copy of this Stipulation. The Stipulation shall be maintained in a manner accessible to the public on the Website so long as that Website remains operational.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed as of the day and year first written above.

FREMONT GENERAL CORPORATION

By:   
Richard A. Sanchez, Interim President and Interim Chief Executive Officer

STEVE POIZNER, CALIFORNIA INSURANCE COMMISSIONER AS STATUTORY LIQUIDATOR OF  
FREMONT INDEMNITY COMPANY

By: \_\_\_\_\_  
David E. Wilson, Special Deputy Insurance Commissioner  
Chief Executive Officer – Conservation & Liquidation Office

LOUIS J. RAMPINO

By: \_\_\_\_\_  
Louis J. Rampino

JAMES A. MCINTYRE

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James A. McIntyre

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By: \_\_\_\_\_  
Ronald A. Groden

W. BRIAN O'HARA

By: \_\_\_\_\_  
W. Brian O'Hara

RAYMOND G. MEYERS


By: \_\_\_\_\_  
Raymond G. Meyers

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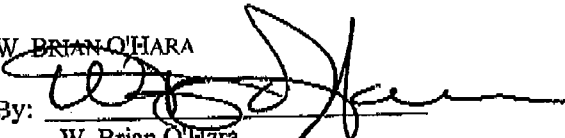
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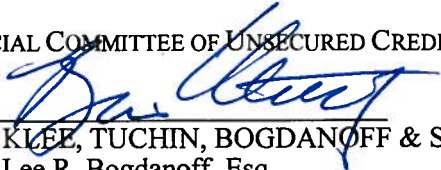
By: \_\_\_\_\_  
W. Brian O'Hara

RAYMOND G. MEYERS

By:  \_\_\_\_\_  
Raymond G. Meyers

The foregoing Stipulation, including the releases given on behalf of Fremont's bankruptcy estate, is hereby acknowledged and agreed by the official committees in the Fremont Case, each of which recognizes that the releases granted in this Stipulation bind Fremont's estate and that neither committee will be able to assert claims which are released and settled pursuant to this Stipulation.

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By:   
KLEE, TUCHIN, BOGDANOFF & STERN LLP  
Lee R. Bogdanoff, Esq.  
Jonathan S. Shenson, Esq.  
Brian M. Metcalf, Esq.

*Counsel for the Official Committee of Unsecured Creditors*

OFFICIAL COMMITTEE OF EQUITY HOLDERS

By: \_\_\_\_\_  
WEILAND, GOLDEN, SMILEY, WANG EKVALL & STROK, LLP  
Evan Smiley, Esq.  
Philip E. Strok, Esq.

*Counsel for the Official Equity Committee*

The foregoing Stipulation, including the releases given on behalf of Fremont's bankruptcy estate, is hereby acknowledged and agreed by the official committees in the Fremont Case, each of which recognizes that the releases granted in this Stipulation bind Fremont's estate and that neither committee will be able to assert claims which are released and settled pursuant to this Stipulation.

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

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KLEE, TUCHIN, BOGDANOFF & STERN LLP  
Lee R. Bogdanoff, Esq.  
Jonathan S. Shenson, Esq.  
Brian M. Metcalf, Esq.

*Counsel for the Official Committee of Unsecured Creditors*

OFFICIAL COMMITTEE OF EQUITY HOLDERS

By: Philip E. Strok  
WEILAND, GOLDEN, SMILEY, WANG EKVALL & STROK, LLP  
Evan Smiley, Esq.  
Philip E. Strok, Esq.

*Counsel for the Official Equity Committee*