

COPY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Karen Ho (SBN 274027)
kho@ecjlaw.com
ERVIN COHEN & JESSUP LLP
9401 Wilshire Boulevard, Ninth Floor
Beverly Hills, California 90212-2974
Telephone (310) 273-6333
Facsimile (310) 859-2325

Harry J. Levine (SBN 105972)
levineh@insurance.ca.gov
CALIFORNIA DEPARTMENT OF INSURANCE
LEGAL DIVISION
45 Fremont Street, 21st Floor
San Francisco, CA 94105
Telephone: (415) 538-4109
Facsimile: (415) 904-5490

Attorneys for Insurance Commissioner of the State of
California in his capacity as Rehabilitator/Liquidator of
Executive Life Insurance Co.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

Applicant,

v.

EXECUTIVE LIFE INSURANCE COMPANY,
a California corporation, and DOES 1 through
1000,

Respondents.

No. BS 006912

Assigned for all purposes to the
Honorable Ruth A. Kwan

APPLICATION TO APPROVE
SETTLEMENT AGREEMENT WITH
ARTEMIS S.A. IN *ALTUS*
LITIGATION; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF

[Insurance Code § 1035]

[Filed Concurrently with Declaration of
David Wilson; [Proposed Order]

Date: August 27, 2015
Time: 9:00 a.m.
Place: Dept. 72

CONFIRMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

JUL 09 2015

Sherri R. Carter, Executive Officer/Clerk
By: Paul So, Deputy

1 **NOTICE OF APPLICATION**

2 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

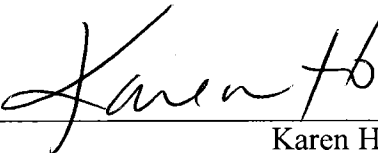
3 PLEASE TAKE NOTICE that on August 27, 2015 at 9:00 a.m. in the Courtroom of the
4 Honorable Ruth A. Kwan, Department 72, of the Los Angeles Superior Court located at 111 Hill
5 Street, Los Angeles, California, or as soon thereafter as may be heard, the Insurance
6 Commissioner of the State of California (Commissioner), in his capacity as conservator,
7 rehabilitator and liquidator of Executive Life Insurance Company, will and hereby does move the
8 Court for an order approving the Settlement Agreement entered into between the Commissioner
9 and Artemis S.A. in connection with the litigation in the U.S. District Court for the Central
10 District of California titled entitled *Garamendi v. Altus Finance S.A, et al.*, Case No. CV-99-
11 02829 RGK (CWx), which is now pending in the United States Court of Appeals for the Ninth
12 Circuit as *Jones v. Artemis S.A.*, Case No. 13-55567 (consolidated with Case Nos., 13-55684 and
13 13-55699 (hereafter, *Altus.*)

14 The Settlement Agreement provides that Artemis S.A. will pay \$200,000,000 to the ELIC
15 estate to resolve *Altus* in exchange for a release of all known and unknown claims.

16 This Application is based on this Notice, the Memorandum of Points and Authorities and
17 the Declaration of David Wilson submitted herewith, and all other proceedings, pleadings and
18 papers on file in this matter, as well as any argument or testimony that may be presented at the
19 hearing.

20 DATED: July 8, 2015

ERVIN COHEN & JESSUP, LLP

21
22 By: 

23 Karen Ho

24 Attorneys for Insurance Commissioner of the State
25 of California in his capacity as Rehabilitator/
26 Liquidator of Executive Life Insurance Company

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 OVERVIEW

4 The Insurance Commissioner of the State of California (“Commissioner”), in his capacity
5 as the conservator, rehabilitator and liquidator of Executive Life Insurance Company (“ELIC”),
6 entered into an agreement with Artemis S.A. (Artemis) to settle the litigation filed in the U.S.
7 District Court for the Central District of California titled entitled *Garamendi v. Altus Finance*
8 *S.A., et al.*, Case No. CV-99-02829 RGK (CWx), which is now pending on appeal in the United
9 States Court of Appeals for the Ninth Circuit as *Jones v. Artemis S.A.*, Case No. 13-55567
10 (consolidated with Case Nos., 13-55684 and 13-55699 (“*Altus*”).¹

11 Under the agreement (“Settlement Agreement”), Artemis will pay \$200 million to the
12 ELIC estate in addition to \$110 million Artemis previously paid, the *Altus* case will be dismissed
13 with prejudice, and all known and unknown claims will be mutually released. A copy of the
14 Settlement Agreement is attached as Exhibit A to the Declaration of David Wilson, which is filed
15 with this Application. The Commissioner has now recovered over \$900 million for the ELIC
16 estate from the *Altus* defendants.

17 The settlement brings to a close sixteen years of litigation, including two trials and two
18 appeals, arising from a fraud initiated in 1991 by a French Government-owned bank, Altus S.A.,
19 to illegally acquire ELIC’s insurance policies. The Commissioner learned of the fraud in 1998
20 and filed suit in 1999 against Altus, Artemis and other conspirators. At the same time, the U.S.
21 Attorney for the Central District of California investigated violations of federal banking laws
22 based on the fraud and related misrepresentations made by Altus, Credit Lyonnais, Artemis and
23 other conspirators to the Federal Reserve Bank of New York. The U.S. Attorney’s charges
24 culminated in criminal plea agreements and settlements, including a settlement with Artemis

25 _____
26 ¹ The Commissioner entered into the Settlement Agreement in his capacity as
27 conservator, rehabilitator and liquidator of ELIC appointed by this Court and in his separate
28 capacity as the elected official responsible for matters set forth in the Insurance Code.

1 (“U.S. Attorney-Artemis Settlement”) under which Artemis paid \$110 million to the ELIC estate
2 and an additional \$75 million was escrowed to satisfy a judgment or settlement in *Altus*.

3 The Commissioner settled *Altus* with Credit Lyonnais, Altus and other defendants in
4 2005 and obtained default judgments against two defendants. The settlements and collection on
5 the default judgments resulted in payments to the ELIC estate of \$620.79 million. With the
6 additional \$110 million Artemis paid to the estate under the U.S. Attorney-Artemis Settlement,
7 and this new settlement, the Commissioner will have recovered more than \$900 million for the
8 ELIC estate.

9 Artemis and its controlling shareholder Francois Pinault were the only defendants that did
10 not settle *Altus* or did not default. The case went to trial against Artemis in the U.S. District
11 Court for the Central District of California (District Court) in April 2005. The trial court did not
12 permit the Commissioner to present the principal case for damages, a theory known as the
13 “NOLHGA Premise.” The jury awarded no compensatory damages. It awarded punitive
14 damages, which the District Court struck. The District Court awarded the Commissioner
15 “restitution” (disgorgement of some of Artemis’s profits) in the amount of \$241,092,020, less an
16 offset of \$110 million (the amount Artemis paid under the U.S. Attorney-Artemis Settlement),
17 for a net restitution award of \$131 million.

18 The Commissioner and Artemis appealed. In 2008, the Ninth Circuit Court of Appeals
19 held that the trial court improperly barred the Commissioner from presenting the NOLHGA
20 Premise theory of damages and it remanded for a new damages trial. (*State of California v. Altus*
21 *Finance S.A.* (9th Cir. 2008) 540 F.3d 992.) A retrial occurred in October 2012. The jury
22 rendered a verdict for Artemis on the Commissioner’s damages claim. The Commissioner
23 contends the District Court erroneously instructed the jury and failed to adhere to law of the case
24 established in the Ninth Circuit’s 2008 decision. The District Court reinstated the prior net
25 restitution award of \$131 million. The Commissioner also contends that the reinstated award
26 should have accounted for a subsequent sale and interest.

27 The Commissioner and Artemis appealed. Those appeals were set for oral argument on
28 July 7, 2015. The Ninth Circuit granted the parties’ motion to take oral argument off calendar in

1 light of the settlement and enable the Commissioner to obtain this Court's approval of the
2 Settlement Agreement.

3 Given inherent risks in an appeal and a further retrial, collection risks, continuing
4 expense to the ELIC estate, the age of this case, the fact that underlying events took place a
5 quarter century ago, and balancing the possibility of a greater recovery against the risk of further
6 delay in getting funds to policyholders or a possible adverse ruling by the Ninth Circuit, the
7 Commissioner entered into the Settlement Agreement. The Settlement Agreement is a fair and
8 reasonable evaluation of ongoing litigation risk and the settlement value of the case; is a fair and
9 reasonable recovery for ELIC policyholders and creditors, both as to amount and as to
10 accelerating the date of distribution; is in the best interests of the ELIC estate and its creditors;
11 and is consistent with the Commissioner's responsible stewardship of the ELIC estate.

12 The Ninth Circuit admonished the parties to attempt to settle. (*State of California v.*
13 *Altus Finance S.A., supra*, 540 F.3d at 1011 [“[a]lthough we remand this case to be district court
14 for further proceedings, we strongly urge the parties to reconsider their differences, and we again
15 offer the services of the court's mediation unit”].)

16 In this very insolvency, the Court of Appeal in *In re Executive Life Ins. Co.* (1995) 32
17 Cal.App.4th 344 described the Commissioner's broad discretion to make decisions for estates
18 under his supervision. The Commissioner's decision to settle this matter should not be set aside
19 in the absence of a clear showing that his decision was unsupported by a rational basis. In *In re*
20 *Executive Life Ins. Co.*, the Court stated:

21 The Commissioner is an officer of the state who, when he or she is a conservator,
22 exercises the state's police power to carry forward the public interest and to protect
23 policyholders and creditors of the insolvent insurer. * * * In exercising this power, the
24 Commissioner is vested with broad discretion. This discretion is subject to statutory
limitations and the requirement that the exercise of discretion be neither arbitrary nor
improperly discriminatory.

* * *

25 The trial court reviews the Commissioner's actions under the abuse of discretion
26 standard: was the action arbitrary, i.e., unsupported by a rational basis, or is it contrary to
27 specific statute, a breach of the fiduciary duty of the conservator as trustee, or improperly
discriminatory.

28 (*Id.* at 356 [citations omitted].)

1 II.

2 BACKGROUND

3 A. The ELIC Rehabilitation

4 This Court appointed the Commissioner as conservator of ELIC on April 11, 1991. ELIC
5 had over 330,000 policyholders at the time. It had issued a variety of insurance, annuity, and
6 guaranteed investment contract products. ELIC was insolvent, in substantial part because it held
7 a large portfolio of high-risk bonds, sometimes referred to as “junk bonds,” which had declined
8 drastically in value. To protect ELIC’s policyholders, then-Commissioner John Garamendi
9 sought to rehabilitate ELIC by having its life insurance and annuity policies reinsured and
10 assumed by a California-domiciled insurance company. Commissioner Garamendi engaged in
11 negotiations with Altus S.A., a French bank, to create a “definitive agreement” which would be
12 Altus’ bid to rehabilitate ELIC and against which other persons could submit competing bids.

13 Altus was owned primarily by another French bank, Credit Lyonnais, which was in turn
14 owned by the French government. In 1991, Insurance Code section 699.5 prohibited a foreign
15 government from owning or controlling an insurance company licensed to transact insurance in
16 California. Therefore, Altus could not own or control an insurer licensed in California that
17 would assume and reinsure ELIC’s insurance policies as a part of its “definitive agreement” bid.

18 To make its bid comply with Insurance Code section 699.5, Altus joined with French and
19 Swiss companies that would own a California-domiciled insurer that would assume and reinsure
20 ELIC’s policies. Under the bid, Altus would acquire ELIC’s high-risk bonds and the French and
21 Swiss companies would own the California insurer that would assume and reinsure ELIC’s
22 policies. The French and Swiss companies were (1) Mutuelle d’Assurance Artisanale de France
23 (“MAAF”), a French insurance company, (2) MAAF Vie, (3) Omnium Geneve, (4) S.D.I.
24 Vendome, and (5) Financiere du Pacifique. The bid is referred to herein as the “Altus/MAAF
25 bid” and companies (1)-(5) are collectively referred to as the “MAAF Group.”

26 Altus and the MAAF Group repeatedly represented to the Commissioner that Altus
27 would have no ownership interest in or control over the California insurance company that would
28 assume and reinsure ELIC’s policies. When the MAAF Group made regulatory filings with the

1 Commissioner to license the new California insurance company, called Aurora National Life
2 Assurance Company (“Aurora”),² it represented that it was the only owner.

3 After the Commissioner entered into the “definitive agreement” with Altus/MAAF, he
4 solicited competing bids. The Altus/MAAF bid was a “bonds-out” bid, meaning that Altus
5 would buy ELIC’s high-risk bonds for cash and the cash would go to the new insurer. Bids
6 could also be “bonds-in,” meaning that the high-risk bonds would become assets of the
7 California insurer that assumed and reinsured ELIC’s policies.

8 The Commissioner received a number of additional bids, two of which met the
9 Commissioner’s bidding criteria: a bid by the National Organization of Life & Health Insurance
10 Guaranty Associations (“NOLHGA”) and a bid by Sierra National Insurance Holdings, Inc.
11 (“Sierra”). Those bids were bonds-in bids.

12 In late 1991, after additional rounds of bidding, after conditionally selecting the
13 NOLHGA bid, and after NOLHGA did not satisfy the Commissioner’s conditions, the
14 Commissioner selected the Altus/MAAF bid. Unknown to the Commissioner when he selected
15 that bid, Altus and the MAAF Group had entered into secret agreements in August 1991 and
16 November 1991 – called *contrats de portage* in French – that gave Altus control and ownership
17 rights as to Aurora that violated Insurance Code section 699.5. The existence of the *contrats de*
18 *portage* was contrary to Altus’ and the MAAF Group’s repeated representations to the
19 Commissioner regarding ownership of Aurora. Not knowing of the *contrats de portage*, the
20 Commissioner accepted the Altus/MAAF bid and the ELIC Rehabilitation plan went into effect
21 in September 1993.³

22 Also unknown to the Commissioner, Artemis acquired an option from Credit Lyonnais
23 and Altus in December 1992 to acquire Altus’ secret interest in Aurora. In 1994 and in 1995,

25 ² Aurora was a subsidiary of New California Life Holdings, Inc. (“NCLH”), which was
26 set up for the purpose of owning Aurora. We refer to both entities jointly as “Aurora.”

27 ³ By that time, another entity that was not part of the Altus/MAAF Group fraud had
28 purchased one-third of Aurora.

1 under its secret option, Artemis filed applications with the California Department of Insurance
2 (“CDI”) for approval to acquire the MAAF Group’s ostensible ownership interest in Aurora.
3 The applications did not disclose that Artemis had acquired the option in 1992 and did not
4 disclose the *contrats de portage*, which Artemis knew about. The CDI approved Artemis’
5 applications, subject to modifications at the CDI’s request to establish a voting trust to hold the
6 Aurora stock.

7 In mid-1998, an informant disclosed the existence of the *contrats de portage* to the
8 Commissioner. The Commissioner investigated, obtained a copy of one of the *contrats*, and in
9 February 1999, filed *Altus*.

10 B. *Altus*

11 The Commissioner originally filed *Altus* in this Court. Credit Lyonnais and Altus
12 removed it to District Court on the grounds the suit was against a foreign state. After a remand
13 to this Court, the case was returned to the District Court.

14 The Commissioner alleged that Credit Lyonnais, Altus,⁴ the MAAF Group, certain
15 individuals, Aurora, NCLH, Artemis, companies related to Artemis, and Artemis’s controlling
16 shareholder Francois Pinault engaged in fraud and conspiracy to defraud the Commissioner and
17 the ELIC estate by entering into and concealing the *contrats de portage* and by owning and
18 controlling a California insurance company in violation of Insurance Code section 699.5. The
19 Commissioner alleged that had he known the true facts, he would not have selected the
20 Altus/MAAF bid.

21 After the Commissioner filed *Altus*, Sierra sued Credit Lyonnais, Altus, Artemis and
22 others seeking the profits it contends it would have made had it been selected as the winning
23 bidder to rehabilitate ELIC.

24 The U.S. Attorney also initiated an investigation into the fraud perpetrated against ELIC
25 and to determine whether Credit Lyonnais, Altus, Artemis and others made misrepresentations to

26 ⁴ By this time, Altus was effectively in receivership and known as Consortium de
27 Realisation S.A. (“CDR”).

1 the Federal Reserve Bank of New York.

2 In December 2003, the U.S. Attorney entered into plea agreements and settlements with
3 Credit Lyonnais, Altus and Artemis. Under the U.S. Attorney – Artemis Settlement, Artemis
4 paid \$110 million to the ELIC estate and the U.S. Attorney agreed that it would “use its best
5 efforts to cause this \$110,000,000 (less any tax withholding) to be credited in favor of the
6 Artemis Parties against any Artemis Judgment Obligations.” Artemis paid the \$110 million in
7 May 2004. The U.S. Attorney-Artemis Settlement also provided that the additional \$75 million
8 would be paid by Artemis into an escrow, which would be distributed pursuant to the U.S.
9 Attorney’s instructions to pay a judgment or settlement with the Commissioner in *Altus*.

10 On the eve of trial in April 2005, the Commissioner settled with Credit Lyonnais and
11 Altus for \$516.5 million. The Commissioner also settled with Aurora, which paid \$78,750,000
12 to the ELIC estate. With this Court’s approval, the Commissioner distributed those funds, and
13 Artemis’s \$110 million payment pursuant to the U.S. Attorney-Artemis Settlement, to
14 policyholders in two distributions.

15 The Commissioner also obtained default judgments against MAAF and Jean Francois
16 Henin, the chief executive of Altus and architect of the Altus/MAAF fraud and conspiracy, and
17 collected \$25,498,200. The Commissioner settled with another defendant for \$50,000.

18 The 2005 trial against Artemis lasted nine weeks.⁵ The Commissioner sought to prove
19 that had the secret *contrats de portage* been disclosed, the Commissioner would not have
20 selected the Altus/MAAF bid, but instead would have selected the NOLHGA bid (the NOLHGA
21 Premise). Under the NOLHGA Premise, the Commissioner sustained damages primarily
22 consisting of the appreciated value of the high-risk bonds, which the estate would have retained
23 under NOLHGA’s bonds-in bid. Alternatively, the Commissioner sought disgorgement from
24 Artemis of all profits it made as the result of joining the Altus/MAAF conspiracy, including all
25 dividends received from Aurora and all capital appreciation of Aurora.

26
27 ⁵ The defendants were Artemis and Francois Pinault. Judgment was entered in favor of
28 Pinault.

1 The District Court barred the Commissioner from putting on evidence of damages under
2 the NOLHGA Premise. The Commissioner was forced to offer a different theory of damages.
3 The jury awarded no compensatory damages and \$700 million in punitive damages. The Court
4 struck the punitive damages award but awarded \$241,092,020 in “restitution” (disgorgement of
5 some profits Artemis realized), subject to an offset of \$110 million for Artemis’s payment under
6 the U.S. Attorney-Artemis Settlement. The Court calculated the restitution award by taking one
7 half of certain dividends Artemis received from Aurora and one half of Aurora’s capital value as
8 set forth in a contemplated, but not completed, sale of Aurora.

9 The Commissioner and Artemis each appealed. In August 2008, the Ninth Circuit
10 reversed. (*State of California v. Altus Finance S.A.*, *supra*, 540 F.3d 992.) It held that the
11 District Court erroneously prevented the Commissioner from putting on a damages theory under
12 the NOLHGA Premise. (*Id.* at 1009) The court explained that the jury found the ELIC estate
13 had suffered “harm” from the Altus/MAAF fraud and conspiracy. The court remanded for a
14 damages retrial on the NOLHGA Premise. The court also vacated the restitution award but
15 granted the District Court “... leave to reinstate that award, if warranted, at the close of trial.”
16 (*Id.*)

17 Before the retrial, Artemis entered into a contract to sell its interest in Aurora. The
18 purchaser, Reassure America Life Insurance Company (REALIC), filed an application with the
19 CDI, called a “Form A,” to purchase Aurora. The CDI denied the Form A on several grounds,
20 including that the sale would give money to Artemis that should be held for the benefit of ELIC
21 policyholders depending on the outcome of *Altus*. An Artemis subsidiary, Aurora S.A., filed a
22 petition for writ of mandate in Superior Court in San Francisco to compel the CDI to approve the
23 Form A. The court denied the petition and the Court of Appeal affirmed. (*Aurora S.A. v.*
24 *Poizner* (2011) 198 Cal.App.4th 1437.)

25 To satisfy the Commissioner’s objection that a sale of Aurora would improperly return
26 dividends and capital to Artemis while *Altus* was pending, Artemis entered into an agreement
27 with the Commissioner to escrow 97.31% of Artemis’s share of the sale proceeds, less 37,000
28 euros, to pay a judgment or settlement in *Altus* (“2012 Escrow Agreement”). This Court
15266.1:

1 approved the 2012 Escrow Agreement by order dated June 28, 2012. As of May 31, 2015,
2 \$358,200,747.03 was in the escrow.

3 The damages retrial occurred in October 2012. The Commissioner contended that the
4 Ninth Circuit's 2008 decision precluded the jury from considering whether the Commissioner
5 would have chosen the Altus/MAAF bid, and required that the jury be limited to determining
6 which of the two bonds-in bids (NOLHGA or Sierra) the Commissioner would have chosen.
7 The Commissioner also contended that the jury should have been instructed that the proper
8 inquiry under the NOLHGA Premise was what the Commissioner would have done had he
9 learned about the *contrats de portage*. The District Court⁶ rejected these contentions and instead
10 gave incorrect, confusing, and prejudicial instructions that suggested that the jury should assume
11 that the conspiracy had never existed. The District Court also refused to clarify its instructions,
12 despite several expressions of confusion and frustration by jurors. Ultimately, the jury decided
13 that the Commissioner had failed to prove the NOLHGA Premise, as defined in the erroneous
14 and confusing jury instructions, and the Commissioner's currently pending appeal challenges,
15 among other things, these instructional errors.

16 The District Court addressed the \$131 million in restitution damages awarded to the
17 Commissioner in the first trial. The Commissioner contended that the prior restitution award
18 should have been based adjusted to reflect the actual sales price of Aurora in 2012, rather than an
19 estimated sales price, and the Commissioner was entitled to interest on the restitution award
20 dating back to its original date of entry in 2006. The Court declined to award more than had
21 previously been awarded.

22 The Commissioner and Artemis appealed. Among other things, the Commissioner
23 contends the trial court gave incorrect jury instructions, improperly failed to use the actual
24 Aurora sale price in determining restitution and improperly failed to award interest on restitution.

25
26 ⁶ The Hon. A. Howard Matz was the District Court judge through the first trial. In 2012,
27 Judge Matz removed himself from the case and the matter was assigned to the Hon. R. Gary
28 Klausner.

1 Artemis appealed the restitution award on various grounds, including the the court's refusal to
2 offset the award by amounts other defendants paid

3 The Ninth Circuit set oral argument for July 7, 2015. On June 22, 2015, the Ninth Circuit
4 granted the parties' joint motion to take oral argument off calendar. The Ninth Circuit directed
5 the parties to file a joint status report by September 21, 2015 and request appropriate relief at that
6 time.

7 III.

8 TERMS OF THE SETTLEMENT AGREEMENT

9 The Settlement Agreement provides that Artemis will pay \$200 million to the
10 Commissioner and Artemis, the Commissioner, NOLHGA⁷ and the California Life and Health
11 Guarantee Insurance Association release known and unknown claims. The agreement contains
12 procedural steps necessitated by the U.S. Attorney-Artemis Settlement and the Escrow
13 Agreement related to the sale of Aurora.

14 Specifically, the key terms of the Settlement Agreement are:

- 15 • Artemis will pay \$200 million to the ELIC estate, the timing of which is set forth
16 in the Agreement. (§ 2.2)
- 17 • The Commissioner will seek approval of the Settlement Agreement from this
18 Court. (§ 3.2)
- 19 • If this Court approves the Settlement Agreement, the parties will request that the
20 Ninth Circuit order a limited remand to the District Court to enter an order
21 approving the Settlement Agreement. Alternatively, the parties will request the
22 Ninth Circuit to issue an order dismissing the appeals without prejudice to
23 reinstatement if the District Court does not approve the settlement or the parties
24 terminate the Settlement Agreement. (§ 3.3)
- 25 • After the case is remanded to the District Court or the appeal is dismissed without
26

27 ⁷ NOLHGA is an intervenor for the limited purpose of presenting evidence on damages.
28

1 prejudice, Artemis will seek the District Court’s approval of the Settlement
2 Agreement. (¶ 3.4) The District Court’s approval is required by Paragraph 14(d)
3 of the U.S. Attorney-Artemis Settlement, which provides that the \$75 million in
4 escrow is to be released if there is a “Judgment” in *Altus*. “Judgment” is defined
5 in Paragraph 13(e) of the U.S. Attorney-Artemis Settlement as including “a court
6 order or orders approving a settlement in the Civil Actions [*Altus*] that requires
7 any of the Artemis Parties to pay claims against them.” A copy of the U.S.
8 Attorney Artemis Settlement is attached as Exhibit B to the Wilson Declaration.

- 9 • After the District Court approves the Settlement Agreement, Artemis will request
10 that the U.S. Attorney follow the procedures in the U.S. Attorney-Artemis
11 Settlement for disbursement of \$75 million to the Commissioner. (¶ 3.4)
- 12 • Within 14 days after the ELIC estate receives the funds from the U.S. Attorney,
13 Artemis and the Commissioner will follow the procedures in the 2012 Escrow
14 Agreement for payment of the balance of the \$200 million settlement amount to
15 the Commissioner. (¶ 3.5)
- 16 • After the ELIC estate’s receipt of the full \$200 million, the Commissioner will
17 dismiss *Altus* with prejudice. (¶ 3.7)
- 18 • The Commissioner will release all known and unknown claims against Artemis
19 and Aurora S.A. related to: (1) *Altus*; (2) ELIC; (3) any direct or indirect
20 ownership of Aurora or NCLH; and (4) upon release of funds from the 2012
21 Escrow, the 2012 Escrow Agreement. (¶¶ 1.7, 1.8, 1.10 and 4.1)
- 22 • The Commissioner will not release any claims against Aurora. (¶¶ 1.8, last
23 sentence)
- 24 • Artemis will release all known and unknown claims against the Commissioner
25 related to: (1) *Altus*; (2) ELIC; (3) any direct or indirect ownership of Aurora or
26 NCLH; and (4) upon release of funds from the 2012 Escrow, the 2012 Escrow
27 Agreement. (¶¶ 1.9 and 4.4(a))
- 28 • Artemis has no liability for the allocation of the \$200 million by the

1 Commissioner and is not responsible for any lien claims against the settlement
2 payment. (¶¶ 2.3 and 6.3)

- 3 • The Commissioner or Artemis may terminate the Agreement under certain
4 circumstances, including: if the Ninth Circuit hears oral argument before the
5 parties secure this Court’s approval (¶3.1); failure to obtain this Court’s approval
6 (¶3.2); failure to obtain District Court approval (¶ 3.4); and failure to receive
7 payment (¶ 3.6).

8 IV.

9 DISTRIBUTION OF SETTLEMENT PROCEEDS

10 A. In General

11 Except as discussed below, the Commissioner will distribute the proceeds from the
12 Settlement Agreement pursuant to the requirements of the ELIC Rehabilitation Plan and
13 Enhancement Agreement. As was done in the case of prior ELIC estate distributions, the
14 Commissioner will file an application for approval of the distribution.

15 B. Sierra

16 As noted, Sierra filed a lawsuit against Altus, Artemis and other defendants.⁸
17 Sierra alleged the defendants damaged Sierra because “but for” the Altus/MAAF fraud and
18 conspiracy, Sierra would have won the bid to rehabilitate ELIC. Sierra’s claim that it would
19 have won the bidding to rehabilitate ELIC conflicted with the Commissioner’s NOLHGA
20 Premise claim.

21 In settlement negotiations in 2005, Credit Lyonnais and Altus required settlements with
22 both the Commissioner and Sierra. In connection with those settlements, the Commissioner
23 entered into an agreement entitled “Agreement Between Commissioner and Sierra,” a copy of
24 which is attached as Exhibit C to the Wilson Declaration (“Sierra Agreement”). The Sierra
25 Agreement provides that the Commissioner will pay Sierra the first \$25 million of any settlement

26 ⁸ *Sierra National Holdings, Inc. v. Credit Lyonnais, et al.*, U.S.D.C. (C.D. Cal.), Case
27 NO. 01-01339 AHM (CWx).

1 or judgment with Artemis and 20% of all recoveries in *Altus* in excess of \$1.1 billion. The
2 District Court approved the Sierra Agreement in an order dated September 12, 2005. (Exhibit D
3 to the Wilson Declaration.) Paragraph 3 of the order states: “The Commissioner/Sierra
4 Agreement and its implementation are legal, valid, binding and enforceable.” Under the Sierra
5 Agreement, the Commissioner will pay \$25 million to Sierra out of the \$200 million settlement.

6 C. Lien Claim by Thelen Law Firm

7 In May 1999, the Commissioner entered into a contingent fee agreement with the law
8 firm of Thelen Reid & Priest LLP (“Thelen”) to represent him in *Altus*.⁹ Thelen represented the
9 Commissioner through the first trial and appeal. Thelen filed a Chapter 7 bankruptcy petition in
10 2008 and ceased representing the Commissioner.

11 The contingent fee agreement granted Thelen a lien on all causes of action in the *Altus*
12 and all sums recovered by judgment or settlement. The fee agreement was modified in
13 December 2003 to provide for payment of hourly fees as non-recourse advances against the
14 contingency fee.

15 On June 12, 2015, Thelen’s bankruptcy trustee filed a “Notice of Lien for Attorneys’
16 Fees” in the District Court for payment of contingency fees from any “settlement or judgment.”

17 IV.

18 THE SETTLEMENT AGREEMENT IS IN THE BEST INTERESTS OF THE ELIC ESTATE

19 The Settlement Agreement results in additional payments by Artemis of \$200 million to
20 the ELIC estate. It represents a fair and advantageous result for policyholders. Even if the
21 Commissioner prevails in his pending appeal in the Ninth Circuit, the result would be a retrial
22 with attendant uncertainty and further delay. Continuing the appeal runs the risk the
23 Commissioner would recover nothing if Artemis prevails.
24

25 This settlement is a compromise that takes into account a number of factors. The
26

27 ⁹ After mergers, the firm became Thelen, Reid, Brown, Raysman and Steiner LLP.
28

1 Commissioner has twice tried this action against Artemis, and now seeks to have the Ninth
2 Circuit grant a third trial. The transaction that is the basis of the litigation, and on which
3 witnesses must testify, is almost a quarter century old.

4 If the Commissioner prevails on appeal, he will be entitled to retry the NOLHGA
5 Premise, which potentially could result in a substantial judgment. The Commissioner also faces
6 the risk, however, that the Ninth Circuit will conclude two trials are enough, deny the retrial, and
7 possibly accept one of the many arguments presented by Artemis that would deny the
8 Commissioner and policyholders the \$131 million judgment he obtained after the last retrial.¹⁰ If
9 a retrial is scheduled, the restitution issue award will probably be put aside for further appellate
10 determination after a third trial. If the Commissioner succeeds in getting a retrial, that trial might
11 not occur for years and further appeals could follow.

12
13 The Commissioner also faces collection risk inherent in litigating against a foreign
14 corporation. Artemis is a French entity. Collection in France would be difficult, entailing
15 enforcing a foreign judgment in France and navigating Artemis's complicated corporate
16 structure, a process that could take years and is not guaranteed of success. If there were a
17 successful retrial and appeal, the Commissioner is only assured of collecting the \$444 million
18 escrowed in the U.S.

19
20 The Commissioner believes the settlement is in the best interests of the ELIC estate and
21

22 _____
23 ¹⁰ Such arguments proffered by Artemis on appeal include: (a) there is no independent
24 "claim" to unjust enrichment under California law; (b) the Commissioner based his request for
25 restitution on the fraud claims that he lost in 2005, and the 2012 verdict removes any possible
26 basis for an award; (c) the existence of a binding contract (the Rehabilitation Plan) forecloses the
27 "quasi-contractual" remedy of "unjust enrichment"; (d) the Commissioner had and pursued an
28 adequate remedy at law; (e) he also failed to establish the legal elements to justify a restitution
award; and (f) the restitution award gave the Commissioner a double recovery. If Artemis
prevails on any one of these arguments on appeal, the Commissioner would not recover
anything.

1 its policyholders. The settlement improves on the award obtained by the Commissioner after the
2 second trial. If that award is affirmed without change, which is not a certainty, the
3 Commissioner would receive approximately \$131 million. The current settlement increases that
4 recovery by more than 50%.

5 The settlement reflects the Commissioner's effective and responsible stewardship of the
6 estate for the benefit of the policyholders. It is in the best interests of the estate and its
7 policyholders.
8

9
10 V.

11 COURT APPROVAL AND STANDARD OF REVIEW

12 The Court reviews the Commissioner's determination to enter into the Settlement
13 Agreement for abuse of discretion.

14 Insurance Code sections 1010 to 1062 govern this proceeding. Those provisions
15 establish the Commissioner's authority to conserve, rehabilitate and liquidate insolvent insurers
16 and address procedures for doing so. The Commissioner has exceptionally broad discretion to
17 conserve, rehabilitate and liquidate as he determines is in the best interests of policyholders and
18 creditors. The only limitation on the Commissioner's authority is that his exercise of discretion
19 must not be arbitrary or improperly discriminatory." (*In re Executive Life Ins. Co., supra*, 32
20 Cal.App.4th at 356.

21 In *Premier Medical Management Systems, Inc. v. California Insurance Guaranty Ass'n.*,
22 (2008) 163 Cal. App.4th 550, 557, the Court described the abuse of discretion standard as
23 follows:

24 "While the concept 'abuse of discretion' is not easily susceptible to precise definition,
25 the appropriate test has been enunciated in terms of whether or not the trial court
26 exceeded the "the bounds of reason, all of the circumstances before it being
27 considered... " [Citations.] [Citation.] "A decision will not be reversed merely because
28 reasonable people might disagree. . . . In the absence of a clear showing that its decision
was arbitrary or irrational, a trial court should be presumed to have acted to achieve
legitimate objectives and, accordingly, its discretionary determinations ought not be set
aside on review." [Citation.]' (*Gouskos v. Aptos Village Garage, Inc. (2001)* 94
Cal.App.4th 754, 762 ...

1 The same abuse of discretion standard applies to this Court's review of the
2 Commissioner's determinations. Those determinations should not be set aside in the absence of
3 a clear showing that the decision was arbitrary or irrational, which only occurs when the
4 Commissioner or CLO "exceed[s] the bounds of reason" (*See id.*)

5 In *Quackenbush v. Aurora National Life Assurance Company* (1995) 32 Cal.App.4th 344,
6 381, the court held that "rehabilitation of insolvent insurers is a matter particularly affected with
7 the public interest. Of necessity, if required to satisfy the public interest, the Commissioner
8 possesses considerable discretion in settling claims."

9 In light of historic stakeholder interest in this case, the Commissioner presents the
10 Settlement Agreement to the Court for approval.

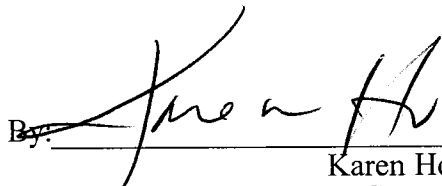
11 VI.

12 CONCLUSION

13 The \$200 million settlement brings the Commissioner's total collections in connection
14 with *Altus* to more than \$900 million. The settlement ends sixteen years of litigation stemming
15 from events that occurred a quarter century ago. The Settlement Agreement is in the best
16 interests of the ELIC estate and should be approved.

17 DATE: July 8, 2015

ERVIN, COHEN & JESSUP LLP

18
19
20 By: 

Karen Ho

21 Attorneys for Insurance Commissioner of the State
22 of California in his capacity as Rehabilitator/
23 Liquidator of Executive Life Insurance Co.
24
25
26
27
28

1 Karen Ho (SBN 274027)
kho@ecjlaw.com
2 ERVIN COHEN & JESSUP LLP
9401 Wilshire Boulevard, Ninth Floor
3 Beverly Hills, California 90212-2974
Telephone (310) 273-6333
4 Facsimile (310) 859-2325

5 Harry J. Levine (SBN 105972)
levineh@insurance.ca.gov
6 CALIFORNIA DEPARTMENT OF INSURANCE
LEGAL DIVISION
7 45 Fremont Street, 21st Floor
San Francisco, CA 94105
8 Telephone: (415) 538-4109
Facsimile: (415) 904-5490

9
10 Attorneys for Insurance Commissioner of the State of
California in his capacity as Rehabilitator/Liquidator of
Executive Life Insurance Co.
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 INSURANCE COMMISSIONER OF THE
15 STATE OF CALIFORNIA,

16 Applicant,

17 v.

18 EXECUTIVE LIFE INSURANCE COMPANY,
19 a California corporation, and DOES 1 through
1000,

20 Respondents.
21
22
23
24
25
26
27
28

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 09 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

No. BS 006912

Assigned for all purposes to the
Honorable Ruth A. Kwan

DECLARATION OF DAVID E.
WILSON IN SUPPORT OF
APPLICATION TO APPROVE
SETTLEMENT AGREEMENT WITH
ARTEMIS S.A.

[Insurance Code § 1035]

[Application to Approve Settlement
Agreement with Artemis S.A. in *Altus*
Litigation]

Date: August 27, 2015
Time: 9:00 a.m.
Place: Dept. 72

1
2 1. I am the Chief Executive Officer of the State of California's Conservation and
3 Liquidation Office (CLO) and am a Special Deputy Insurance Commissioner. I have personal
4 knowledge of the matters set forth herein and if called upon as a witness, I would testify as set
5 forth below.

6 2. I have been the Chief Executive Officer and Special Deputy Insurance Commissioner
7 since March 1, 2005. Previously, from 1998 through 2004, I served as Chief Executive Officer,
8 President and Chairman of the Board of Directors of a fraternal life insurance company. From
9 1991 through 1998, I was the owner of a national insurance consulting firm, D.E. Wilson &
10 Associates, Inc., which provided services to the insurance industry, state insurance departments,
11 and the National Organization of Life & Health Insurance Guaranty Associations on general
12 insurance matters, work-outs, rehabilitation, and insolvency. I have been licensed as a Certified
13 Public Accountant since 1974 and was a partner at the public accounting firm of Ernst & Young,
14 where I was responsible for directing insurance practice developments in the Pacific Northwest.

15 3. As Chief Executive Officer of the CLO, I am responsible for management of all
16 insolvencies for which the Insurance Commissioner has been appointed as conservator,
17 rehabilitator and/or liquidator, including Executive Life Insurance Company (ELIC.) When I
18 was appointed as Chief Executive Officer of the CLO, the CLO was managing 31 insolvencies
19 with \$4.5 billion of assets under management. The CLO now manages 21 insolvencies. Since
20 2005, the CLO has distributed approximately \$3.85 billion to injured policyholders and
21 claimants. As Chief Executive Officer of the CLO, I am responsible for the oversight of each
22 insolvency, including the handling of policyholder claims, general creditor claims, reinsurance
23 (billing, collection, and arbitration), collection and disposition of assets, and litigation.

24 4. As to litigation, I am responsible for defending, initiating, pursuing and resolving
25 litigation arising in connection with claims, reinsurance, and all matters relating to insolvent
26 insurer's affairs arising before or after the appointment of the Commissioner as conservator,
27 rehabilitator or liquidator. In my tenure as Chief Executive Officer of the CLO, I have approved
28 the prosecution and defense of numerous matters and have advised the Commissioner as to

1 settlement of such matters. In numerous instances, the cases involved substantial amounts of
2 money. For example, in one matter a reinsurer sought to rescind a reinsurance contract based on
3 an alleged pre-insolvency fraud. The dispute was arbitrated; the arbitration award was contested
4 in U.S. District Court and the matter was appealed to the Ninth Circuit Court of Appeals. In that
5 case, the estate collected and preserved over \$800 million in value under the reinsurance
6 contract.

7 5. As Chief Executive Officer of the CLO, I have responsibility for the litigation titled
8 *Garamendi v. Altus Finance S.A., et al.*, Case No. CV-99-02829 RGK (CWx), which is now
9 pending on appeal in the United States Court of Appeals for the Ninth Circuit as *Jones v. Artemis*
10 *S.A.*, Case No. 13-55567 (consolidated with Case Nos., 13-55684 and 13-55699 (*Altus*). In this
11 capacity, I work with my staff, the General Counsel of the Department of Insurance, Department
12 of Insurance staff attorneys, and the outside counsel that have prosecuted the case and the
13 appeals. As Chief Executive Officer of the CLO, I consulted with and advised the Insurance
14 Commissioner as to settlement of *Altus* with Artemis S.A.

15 6. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement
16 entered into between the Insurance Commissioner and Artemis S.A., among others. The
17 Settlement Agreement is in the best interest of the ELIC estate because, among other reasons, it
18 brings the sixteen year long *Altus* litigation to an end, results in a distribution of assets to ELIC
19 policyholders, and permits the CLO to begin the process of winding down and closing the ELIC
20 estate.

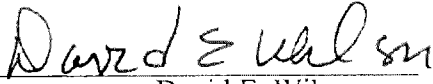
21 7. Attached hereto as Exhibit B is a true and correct copy of the Final Settlement
22 Agreement Between The United States Attorney's Office and Artemis S.A., Francois Pinault,
23 Patricia Barbizet, Marie-Christine De Percin and Emmual Cueff.

24 8. Attached hereto as Exhibit C is a true and correct copy of the Agreement Between
25 Commissioner and Sierra.”

26 9. Attached hereto as Exhibit D is a true and correct copy of an Order Granting Motion
27 of Plaintiffs Sierra National Insurance Holdings, Inc. and Georgia Lee and Plaintiff John
28 Garamendi For Order Approving Settlement and Retaining Jurisdiction.

1 I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct.

3 Executed this 9 day of July, 2015 at San Francisco, California.

4 
5 David E. Wilson

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release (“Agreement”) is entered into as of July 8, 2015 (the “Execution Date”), between Dave Jones, as Insurance Commissioner of the State of California and as Conservator, Liquidator and Rehabilitator of Executive Life Insurance Company (“the Commissioner”), Artemis S.A., a société anonyme organized under the laws of France (“Artemis”), and the National Organization of Life and Health Insurance Guaranty Associations, a nonstock corporation formed under the laws of Virginia (“NOLHGA”) and the California Life and Health Insurance Guarantee Association, an entity created by Cal. Ins. Code § 1067 et. seq. (“CLHIGA” and, together with NOLHGA, the “Intervening Parties”). The Commissioner, NOLHGA, CLHIGA and Artemis are referred to collectively as “the Parties,” and each is referred to individually as a “Party.”

NOW THEREFORE, in consideration of the mutual promises and agreements herein, the Parties hereto, for themselves and their respective successors, heirs and assigns, agree as follows:

1. Definitions. As used herein, the following terms have the respective meanings set forth below:

1.1 “Commissioner’s Action” shall mean the action at one point entitled John Garamendi, Insurance Commissioner of the State of California and as Conservator, Liquidator and Rehabilitator of Executive Life Insurance Company v. Altus Finance S.A, et al., Case No. CV-99-02829 RGK (CWx), filed in the United States District Court for the Central District of California, Western Division (the “District Court”), that is presently on appeal in the United States Court of Appeals for the Ninth Circuit, Nos. 13-55567, 13-55684 and 13-55699 (the “Ninth Circuit Appeals”).

1.2 “Commissioner-Related Parties” shall mean (i) John Garamendi, Steve Poizner, Harry Low, Chuck Quackenbush, Dave Jones, and their predecessors and successors, each in his capacity as Insurance Commissioner of the State of California and as Conservator, Liquidator and Rehabilitator of Executive Life Insurance Company, (ii) the office of the Insurance Commissioner of the State of California, (iii) the California Department of Insurance, (iv) the Conservation and Liquidation Office, (v) Executive Life Insurance Company (“ELIC”), (vi) the Conservator, Liquidator, and/or Rehabilitator of ELIC, (vii) the estate of ELIC, including policyholders and creditors, and (viii) the Opt-Out Trust and the Holdback Trust, as those terms are defined in the Amended and Restated Agreement of Purchase and Sale in Connection with the Rehabilitation of Executive Life Insurance Company, dated as of August 7, 1991.

1.3 “Conservation Court” shall mean the court overseeing the ongoing rehabilitation and liquidation of ELIC, Los Angeles Superior Court Case No. BS 006912.

1.4 “Escrow Agreement” shall mean that certain Escrow Agreement entered into as of June 27, 2012, by and among Artemis S.A., BNYMellon, National Association, a national bank that does business in California with trust, trust representative and loan production/deposit production offices in California, as escrow agent (“Escrow Holder”), Dave Jones in his capacity as the Insurance Commissioner of the State of California and rehabilitator

of ELIC or his successor, and (as to certain sections thereof) Aurora S.A., a société anonyme organized under the laws of France.

1.5 “CDOI Escrow Fund” shall mean the funds held by the Escrow Holder pursuant to the Escrow Agreement.

1.6 “Judgment” shall mean that Judgment, dated April 2, 2013, entered by the District Court in the Commissioner’s Action.

1.7 “Released Claims” shall mean any and all past, present, and future claims (including Unknown Claims), cross-claims, rights, remedies, debts, demands, obligations, liabilities, or causes of action of every nature and description whatsoever (including, but not limited to, all claims for damages, punitive damages, compensation, restitution, rescission, interest, attorneys’ fees or costs, expert or consulting fees, and any other costs, expenses, losses or liabilities of any kind or nature whatsoever) against the Released Parties, whether known or unknown, whether based on federal, state, local, statutory, common, or foreign law, or any other law, rule, or regulation, whether at law or in equity, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, that the Commissioner, the Commissioner-Related Parties and/or the Intervening Parties (i) asserted in the Commissioner’s Action; and/or (ii) have or had arising out of or relating in any way to (a) the allegations, transactions, facts, matters, events, disclosures, statements, occurrences, representations, conduct, acts, or omissions or failures to act that were alleged or asserted in the Commissioner’s Action; (b) ELIC; (c) the rehabilitation of ELIC and all transactions related thereto; (d) the Judgment; (e) any direct or indirect ownership interest in New California Life Holdings, Inc. (“NCLH”) or Aurora National Life Assurance Company (“ANLAC”); (f) any transfer, purchase, or financing of any direct or indirect ownership interest in NCLH or ANLAC, including without limitation the transactions relating to that certain Agreement dated March 21, 2000, as amended, by and among Aurora S.A., SunAmerica Inc., Reassure America Life Insurance Company, and (as to certain sections thereof) Aurora National Life Assurance Company, New California Life Holdings, Inc., Artemis S.A., and Life Reassurance Corporation of America; or (g) the Escrow Agreement. “Released Claims” shall also include all rights of appeal from any order, decision or prior judgment in the Commissioner’s Action. Notwithstanding the foregoing, “Released Claims” shall not include claims relating to the enforcement of this Agreement.

1.8 “Released Parties” or “Released Party” shall mean: (i) Artemis, Aurora S.A., a société anonyme organized under the laws of France (“Aurora S.A.”), Artemis Finance S.N.C., a société en nom collectif organized under the laws of France, Artemis America, a general partnership organized under the laws of Delaware, and the Voting Trust established by the Voting Trust Agreement entered into by and among Artemis S.A., Aurora S.A, and the designated voting trustees as of August 31, 1994 (the “Voting Trust”), (ii) each of Artemis’s, Aurora S.A.’s, Artemis Finance S.N.C.’s, Artemis America’s, and the Voting Trust’s respective past or present parents, subsidiaries, affiliates, divisions, successors and predecessors; and (iii) each of the current and/or former agents, employees, representatives, attorneys, executors, trustors, trustees, beneficiaries, insurers, reinsurers, general partners, limited partners, investors, shareholders, members, managers, officers, directors, administrators, predecessors, successors and assigns of the foregoing in (i) and (ii) in their capacities as such. Notwithstanding the foregoing, “Released Parties” shall not include NCLH or ANLAC, or any of their agents,

employees, representatives, attorneys, predecessors, successors or assigns in their capacities as such.

1.9 “Released Parties’ Claims” means any and all past, present, and future claims (including Unknown Claims), cross-claims, rights, remedies, debts, demands, obligations, liabilities, or causes of action of every nature and description whatsoever (including, but not limited to, all claims for damages, punitive damages, compensation, restitution, rescission, interest, attorneys’ fees or costs, expert or consulting fees, and any other costs, expenses, losses or liabilities of any kind or nature whatsoever) against the Commissioner, the Commissioner-Related Parties, and/or the Intervening Parties, whether known or unknown, whether based on federal, state, local, statutory, common, or foreign law, or any other law, rule, or regulation, whether at law or in equity, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, that the Released Parties (i) asserted in the Commissioner’s Action; and/or (ii) have or had arising out of or relating in any way to (a) the allegations, transactions, facts, matters, events, disclosures, statements, occurrences, representations, conduct, acts, or omissions or failures to act that were alleged or asserted in the Commissioner’s Action; (b) ELIC; (c) the rehabilitation of ELIC and all transactions related thereto; (d) the Judgment; (e) any direct or indirect ownership interest in NCLH or ANLAC; (f) any transfer, purchase, or financing of any direct or indirect ownership interest in NCLH or ANLAC, including without limitation the transactions relating to that certain Agreement dated March 21, 2000, as amended, by and among Aurora S.A., SunAmerica Inc., Reassure America Life Insurance Company, and (as to certain sections thereof) Aurora National Life Assurance Company, New California Life Holdings, Inc., Artemis S.A., and Life Reassurance Corporation of America; or (g) the Escrow Agreement. “Released Parties’ Claims” shall also include all rights of appeal from any order, decision or prior judgment in the Commissioner’s Action. Notwithstanding the foregoing, “Released Parties’ Claims” shall not include claims relating to the enforcement of this Agreement.

1.10 “Unknown Claims” means any and all Released Claims that the Commissioner, the Commissioner-Related Parties, and/or the Intervening Parties do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any and all Released Parties’ Claims that the Released Parties do not know or suspect to exist in his, her or its favor at the time of the release of the Commissioner, the Commissioner-Related Parties, and the Intervening Parties, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties or the Commissioner, the Commissioner-Related Parties, and the Intervening Parties. With respect to any and all Released Claims and Released Parties’ Claims, the Released Parties and the Commissioner, the Commissioner-Related Parties, and the Intervening Parties, each stipulates and agrees that he, she or it expressly waives, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code § 1542 (to the extent it applies to the Action), and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to California Civil Code § 1542, which provides:

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.

The Commissioner, the Commissioner-Related Parties, and/or the Intervening Parties each acknowledges and understands that he, she or it may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, and the Released Parties each acknowledges and understands that he, she or it may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Parties' Claims, but the Parties shall expressly, fully, finally and forever settle and release any and all Released Claims and Released Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Parties' Claims was separately bargained for and was a material element of this Agreement.

1.11 "USAO/Artemis Settlement Agreement" shall mean the Final Settlement Agreement Between the United States Attorney's Office and Artemis S.A., Francois Pinault, Patricia Barbizet, Marie-Christine De Percin, and Emmanuel Cueff, entered into effective December 15, 2003.

1.12 "USAO Escrow Fund" shall mean the funds currently held in the "USAO/Artemis Settlement Account," as defined by and pursuant to the USAO/Artemis Settlement Agreement.

1.13 "Affiliate" of any person or entity shall mean any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with, such person or entity.

2. Settlement Amount. In full and complete settlement of the Commissioner's Action, and subject to the conditions set forth in this Agreement, Artemis shall pay to, or cause to be paid to, the Commissioner three hundred and ten million dollars (US \$310,000,000) (the "Settlement Amount") in the manner described herein. Other than the Settlement Amount or as otherwise expressly provided in this Agreement, Artemis and the Released Parties shall have no further monetary obligation to the Commissioner-Related Parties or the Intervening Parties in connection with the Commissioner's Action or the settlement thereof.

2.1 Prior Payment. The Parties acknowledge that Artemis has already paid one hundred ten million dollars (US \$110,000,000) of its obligations under this Agreement, and that those funds have already been disbursed to the Commissioner in his capacity as the conservator, rehabilitator, and liquidator of ELIC pursuant to the District Court's "Amended Order Approving Payment Instructions for Transfer to the California Insurance Commissioner, in his Capacity as Conservator, Rehabilitator, and Liquidator of Executive Life Insurance Company

of California, of \$110,000,000 Contributed by Defendant Artemis S.A. Pursuant to Its Final Settlement Agreement with the United States,” dated May 5, 2004.

2.2 Remaining Payment. The remaining balance of the Settlement Amount (US \$200,000,000) owed by Artemis shall be paid as provided in and subject to the terms of Paragraph 3.

2.3 Allocation of Settlement Amount. The Commissioner has the responsibility to allocate the Settlement Amount. Artemis shall have no liability or other responsibility for such allocation. The Commissioner shall have sole and exclusive responsibility for the payment of amounts (if any) owed insofar as any persons or entities claim an interest in the Settlement Amount.

3. Process for Effectuating Settlement

3.1 Postponement of Ninth Circuit Argument. The Parties acknowledge that, in response to their joint motion, the hearing previously set for July 7, 2015 in the Ninth Circuit Appeals has been taken off calendar by the Ninth Circuit. The Ninth Circuit has further ordered that proceedings in the Ninth Circuit Appeals shall be held in abeyance for 90 days from June 22, 2015, so that the Parties may pursue settlement, and required the Parties to file a joint status report and request appropriate relief from the Ninth Circuit at the end of that period. The Parties shall cooperate in complying with the Ninth Circuit’s order. If the oral argument previously scheduled for July 7, 2015 occurs before the expiration of the latest date for the Commissioner or Artemis to terminate this Agreement pursuant to Paragraph 3.2, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties within fourteen (14) days after the occurrence of the oral argument, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund.

3.2 Conservation Court Approval.

(a) Within twenty-one (21) days after the Execution Date, the Commissioner shall submit an application for approval of this Agreement to the Conservation Court. The Commissioner commits to take reasonable steps to advocate for, and seek the approval of, this Agreement by the Conservation Court (“Conservation Court Approval”).

(b) If the Conservation Court declines to approve the Agreement, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties within twenty-one (21) days after the date of entry of the Conservation Court’s decision declining to approve the Agreement, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then

all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund. If the Conservation Court declines to approve the Agreement, no Party exercises its right to terminate within twenty-one (21) days after the date of the entry of the Conservation Court's decision denying the application for approval, an appeal is taken from the Conservation Court's decision, and the Conservation Court's decision is subsequently upheld on appeal by either the California Court of Appeal or the California Supreme Court, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties within twenty-one (21) days after the issuance of any appellate decision denying the application for approval, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund. If any Party exercises its right to terminate pursuant to this Paragraph, the Parties shall cooperate in seeking to restore the Ninth Circuit Appeals to the Ninth Circuit calendar for oral argument. Notwithstanding anything in this Agreement to the contrary, the immediately preceding sentence of this Paragraph shall survive the termination of this Agreement.

(c) If the Conservation Court approves the Agreement, but a timely appeal is taken from that decision by a person or an entity that is not a Party to this Agreement, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties no later than twenty-one (21) days after the date on which the record on appeal is filed with the California Court of Appeal, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund. If the Conservation Court approves the Agreement, an appeal is taken from that decision, and no Party exercises its right to terminate pursuant to the preceding sentence, and the Conservation Court's decision is subsequently reversed on appeal, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties within twenty-one (21) days after the date the appellate decision is issued, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund. If the Conservation Court approves the Agreement, no Party exercises its right to terminate pursuant to the preceding sentences, review of the Conservation Court's approval of the Agreement is sought in the California Supreme Court, and the California Supreme Court does not unqualifiedly affirm, reinstate, or otherwise approve the Conservation Court's approval of the Agreement, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties no later than twenty-one (21) days after the date the California Supreme Court's decision is issued, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this

Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund. If any Party exercises its right to terminate pursuant to this Paragraph, the Parties shall cooperate in seeking to restore the Ninth Circuit Appeals to the Ninth Circuit calendar for oral argument. Notwithstanding anything in this Agreement to the contrary, the immediately preceding sentence of this Paragraph shall survive the termination of this Agreement. Notwithstanding any appeal of the Conservation Court's approval of the Agreement, the Parties may jointly elect to seek the orders described in Paragraph 3.3 during the pendency of the appeal, unless precluded from doing so by a court order.

3.3 Ninth Circuit Appeals. No later than fourteen (14) days after the date on which a decision approving the Agreement pursuant to Paragraph 3.2 becomes final, and not subject to further appeal or review, or twenty-eight (28) days after the date on which a decision declining to approve the Agreement pursuant to Paragraph 3.2 becomes final, and not subject to further appeal or review, the Parties shall, absent a court order to the contrary, submit a joint stipulation and proposed order to the Ninth Circuit requesting the court to order either of the following: (1) a limited remand of the Ninth Circuit Appeals to the District Court to enable that court to enter the orders described in Paragraph 3.4 below; or (2) an order dismissing the Ninth Circuit Appeals without prejudice to reinstatement in the event that either the Commissioner or Artemis exercises its option to terminate this Agreement in accordance with Paragraph 3.4 or Paragraph 3.6 below. In the event the Ninth Circuit declines to enter one of the orders listed above pursuant to the Parties' stipulation, the Parties shall file a stipulation and proposed order requesting the other order. If neither order set forth in this paragraph is entered by the Ninth Circuit, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties within fourteen (14) days of the later of the Ninth Circuit's decision declining to grant the limited remand order or the Ninth Circuit's decision declining to grant dismissal of the Ninth Circuit Appeals without prejudice, in which case this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund. If any Party exercises its right to terminate pursuant to this Paragraph, the Parties shall cooperate in seeking to restore the Ninth Circuit Appeals to the Ninth Circuit calendar for oral argument. Notwithstanding anything in this Agreement to the contrary, the immediately preceding sentence of this Paragraph 3.3 shall survive the termination of this Agreement.

3.4 District Court Approval. Within twenty-one (21) days after entry of the limited remand order or dismissal of the Ninth Circuit Appeals without prejudice as provided in Paragraph 3.3 above, whichever occurs first, or, if no Party has exercised its right to terminate pursuant to Paragraph 3.3 above, within twenty-eight (28) days after the later of the Ninth Circuit's decision declining to grant the limited remand order or the Ninth Circuit's decision declining to grant dismissal of the Ninth Circuit Appeals without prejudice as provided in Paragraph 3.3 above, Artemis, consistent with the procedures set forth in the USAO/Artemis Settlement Agreement or as otherwise agreed upon by the Parties and the United States

Attorney's Office, shall file or cause to be filed a request for an order consistent with Paragraph 14(d) of the USAO/Artemis Settlement Agreement (the "USAO Order"). Upon receipt of the USAO Order, Artemis shall, unless another procedure is agreed upon by the Parties and the United States Attorney's Office, present the USAO Order to the United States Attorney's Office, and request, if such instructions were not already submitted to and approved by the District Court in connection with the USAO Order, that the United States Attorney's Office request an order from the District Court approving payment instructions pursuant to Paragraph 14(e) of the USAO/Artemis Settlement Agreement, providing for the disbursement to the Commissioner of no less than the entire Available Obligation Amount, as that term is defined in the USAO/Artemis Settlement Agreement ("Payment Instructions Order"). Artemis commits to take reasonable steps to advocate for and seek the disbursement to the Commissioner of the entire USAO Escrow Fund. Any monies received by the Commissioner from the USAO Escrow Fund shall be held by the Commissioner in trust until such time as the Settlement Amount has been paid in full or this Agreement has been terminated. If the request for the USAO Order or the Payment Instructions Order is denied, then the Commissioner and Artemis each shall have the right to terminate this Agreement by giving written notice to the other Parties within fourteen (14) days of such denial. If any Party exercises its option to terminate pursuant to this Paragraph, the Parties shall (a) if the Ninth Circuit has entered a limited remand in accordance with Paragraph 3.3(1) above, jointly notify the Ninth Circuit to resume processing of the Ninth Circuit Appeals, including setting the case for oral argument, or (b) if the Ninth Circuit has entered an order in accordance with Paragraph 3.3(2) above, jointly file a motion for reinstatement of the Ninth Circuit Appeals. Upon resumption or reinstatement of the Ninth Circuit Appeals, this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund.

3.5 Release from CDOI Escrow Fund to Commissioner and Artemis. Within fourteen (14) days after the Commissioner receives all the monies from the USAO Escrow Fund required to be disbursed by the Payment Instructions Order or, if no Party has exercised its right to terminate pursuant to Paragraph 3.4 above, within twenty-one (21) days after the District Court's denial of the USAO Order or the Payment Instructions Order, Artemis and the Commissioner shall execute a signed agreement setting forth the amounts to be distributed pursuant to clauses (i) and (ii) below (the "Joint Instructions"), and the Commissioner shall, pursuant to Paragraph 5.4 of the Escrow Agreement, send or cause to be sent to the Escrow Holder instructions, along with a copy of the Joint Instructions, to remit to (i) the Commissioner the balance still owing under this Agreement after payment of the monies disbursed from the USAO Escrow Fund, or in other words, an amount that shall equal two hundred million dollars (US \$200,000,000) minus the total of any disbursement to the Commissioner from the USAO Escrow Fund and (ii) Artemis the remaining funds held in the CDOI Escrow Fund. The Commissioner and Artemis commit to take all reasonable steps to cause the disbursement of the CDOI Escrow Fund as provided in this paragraph.

3.6 Failure of Payment. If the Commissioner has not received the full three hundred and ten million dollars (US \$310,000,000) owed by Artemis pursuant to this Agreement

by six (6) months after the date on which a decision approving or declining to approve the Agreement pursuant to Paragraph 3.2 becomes final, and not subject to further appeal or review, the Commissioner shall have the option to terminate this Agreement by giving written notice to each other Party, provided, however, that the Commissioner shall not have an option to terminate if the failure to receive the full Settlement Amount is caused by any act by the Commissioner or the Commissioner-Related Parties. If Artemis has not received the remaining funds held in the CDOI Escrow Fund in accordance with Paragraph 3.5 above by six (6) months after the date on which a decision approving or declining to approve the Agreement pursuant to Paragraph 3.2 becomes final, and not subject to further appeal or review, Artemis shall have the option to terminate this Agreement by giving written notice to each other Party, provided, however, that Artemis shall not have an option to terminate if the failure to receive the remaining funds held in the CDOI Escrow Fund in accordance with Paragraph 3.5 above is caused by any act by Artemis, a Released Party or any actual or alleged creditor of Artemis (unless such actual or alleged creditor is one of the Commissioner-Related Parties and/or the Intervening Parties) with respect to any debt or obligation allegedly owed by Artemis that is unrelated to the Commissioner's Action, the allegations, transactions, facts, matters, events, disclosures, statements, occurrences, representations, conduct, acts, or omissions or failures to act that were alleged or asserted therein, ELIC, NCLH, or ANLAC. If any Party exercises its option to terminate pursuant to this Paragraph, the Parties shall (a) if the Ninth Circuit has entered a limited remand in accordance with Paragraph 3.3(1) above, jointly notify the Ninth Circuit to resume processing of the Ninth Circuit Appeals, including setting the case for oral argument, or (b) if the Ninth Circuit has entered an order in accordance with Paragraph 3.3(2) above, jointly file a motion for reinstatement of the Ninth Circuit Appeals. Upon resumption or reinstatement of the Ninth Circuit Appeals, this Agreement and any releases provided pursuant hereto shall be null and void and any monies or other consideration paid pursuant to this Agreement (except for the monies paid pursuant to Section 2.1) shall be returned by each Party that received such monies to the escrow from which they were disbursed, except that if the USAO Escrow Fund is unwilling to accept the funds, then all funds returned pursuant to this Paragraph shall be placed in the CDOI Escrow Fund.

3.7 Dismissal of Action With Prejudice. Within fourteen (14) days of the Commissioner's receipt of the entire three hundred and ten million dollars (US \$310,000,000) owed by Artemis pursuant to this Agreement or Artemis's receipt of funds described in Paragraph 3.5 above, whichever occurs later, the Commissioner and the Intervening Parties shall seek dismissal with prejudice of the Ninth Circuit Appeals in the Ninth Circuit and the Commissioner shall file a satisfaction of Judgment in full with the District Court in the Commissioner's Action.

4. Release Of Claims

4.1 The Commissioner, on his own behalf and on behalf of the Commissioner-Related Parties and any and all of their current and/or former agents, employees, representatives, attorneys, executors, trustees, trustors, trustees, beneficiaries, policyholders, insurers, reinsurers, general partners, limited partners, investors, shareholders, members, managers, officers, directors, affiliates, administrators, predecessors, successors and assigns, does hereby fully, finally and forever release and discharge each and every Released Claim against the Released Parties and shall forever be enjoined from pursuing any or all such Released Claims in any forum of any

kind, whether directly or indirectly, whether on his own behalf or otherwise, provided, however, that the release set forth in this Paragraph, insofar as it relates to a Released Claim based on or arising out of the Escrow Agreement, shall become effective only upon disbursement of all amounts from the CDOI Escrow Fund in accordance with Paragraph 3.5 above.

4.2 NOLHGA, on its own behalf and on behalf of all of its current and/or former agents, employees, representatives, attorneys, executors, trustors, trustees, beneficiaries, insurers, reinsurers, general partners, limited partners, investors, shareholders, managers, officers, directors, affiliates, administrators, predecessors, successors and assigns, does hereby fully, finally and forever release and discharge each and every Released Claim against the Released Parties and shall forever be enjoined from pursuing any or all such Released Claims in any forum of any kind, whether directly or indirectly, whether on its own behalf or otherwise, provided, however, that the release set forth in this Paragraph, insofar as it relates to a Released Claim based on or arising out of the Escrow Agreement, shall become effective only upon disbursement of all amounts from the CDOI Escrow Fund in accordance with Paragraph 3.5 above.

4.3 CLHIGA, on its own behalf and on behalf of all of its current and/or former agents, employees, representatives, attorneys, executors, trustors, trustees, beneficiaries, insurers, reinsurers, general partners, limited partners, investors, shareholders, managers, officers, directors, affiliates, administrators, predecessors, successors and assigns, does hereby fully, finally and forever release and discharge each and every Released Claim against the Released Parties and shall forever be enjoined from pursuing any or all such Released Claims in any forum of any kind, whether directly or indirectly, whether on its own behalf or otherwise, provided, however, that the release set forth in this Paragraph, insofar as it relates to a Released Claim based on or arising out of the Escrow Agreement, shall become effective only upon disbursement of all amounts from the CDOI Escrow Fund in accordance with Paragraph 3.5 above.

4.4 (a) Artemis, on its own behalf and on behalf of the Released Parties, does hereby fully, finally and forever release and discharge each and every Released Parties' Claim against the Commissioner, the Commissioner-Related Parties, and any and all of their current and/or former members, agents, employees, representatives, attorneys, executors, trustors, trustees, beneficiaries, insurers, reinsurers, managers, officers, directors, affiliates, administrators, predecessors, successors and assigns, and shall forever be enjoined from pursuing any or all such Released Parties' Claims in any forum of any kind, whether directly or indirectly, whether on their own behalf or otherwise, provided, however, that the release set forth in this Paragraph, insofar as it relates to a Released Parties' Claim based on or arising out of the Escrow Agreement, shall become effective only upon disbursement of all amounts from the CDOI Escrow Fund in accordance with Paragraph 3.5 above.

(b) Artemis, on its own behalf and on behalf of the Released Parties, does hereby fully, finally and forever release and discharge each and every Released Parties' Claim against the Intervening Parties and any and all of their current and/or former agents, employees, representatives, attorneys, executors, trustors, trustees, beneficiaries, insurers, reinsurers, managers, officers, directors, affiliates, administrators, predecessors, successors and assigns, and shall forever be enjoined from pursuing any or all such Released Parties' Claims in any forum of

any kind, whether directly or indirectly, whether on their own behalf or otherwise, provided, however, that the release set forth in this Paragraph, insofar as it relates to a Released Parties' Claim based on or arising out of the Escrow Agreement, shall become effective only upon disbursement of all amounts from the CDOI Escrow Fund in accordance with Paragraph 3.5 above.

5. Notice of Contribution or Indemnity Claim as Required by the Commissioner's Prior Settlements. Within fourteen (14) days of the Commissioner's receipt of the entire three hundred and ten million dollars (US \$310,000,000) owed by Artemis pursuant to this Agreement or Artemis's receipt of funds described in Paragraph 3.5 above, whichever occurs later, Artemis shall give notice to any other defendant or former defendant in the Commissioner's Action ("Defendant") of any claim initiated or intended to be initiated to obtain from that Defendant any non-contractual contribution or indemnity for any portion of any payment by Artemis under this Agreement. Failure to give such notice and bring such claim in the District Court within thirty (30) days of giving such notice shall constitute a waiver of any such claim.

6. Warranties.

6.1 Authority. Each Party and each signatory to this Agreement hereby represents and warrants that it has full power, authority and legal right, on its own behalf and on behalf of its successors and assigns heretofore and hereafter, to execute, deliver and perform all actions required under this Agreement.

6.2 No Assignments. Each Party to this Agreement hereby represents and warrants that it has not assigned, hypothecated, conveyed, transferred, or otherwise granted or given any interest in (other than a right to share in proceeds from) the Released Claims or Released Parties' Claims to any other person.

6.3 Liens And/or Claims Against The Settlement Amount. The Commissioner represents and warrants that he shall be responsible for the satisfaction of any and all liens and/or claims against the Settlement Amount that are deemed to be valid.

6.4 No Other Pending Claims. The Commissioner represents that except for the Commissioner's Action, the Commissioner-Related Parties have no other charges, lawsuits, or claims of any kind against Artemis, and/or the Released Parties presently pending before any state, federal or other court, any state or federal agency, or any other governmental entity. Artemis represents that except for the Commissioner's Action, the Released Parties have no other charges, lawsuits, or claims of any kind against the Commissioner-Related Parties and/or the Intervening Parties, presently pending before any state, federal or other court, any state or federal agency, or any other governmental entity. The Intervening Parties represent that they have no other charges, lawsuits, or claims of any kind against Artemis and/or the Released Parties presently pending before any state, federal or other court, any state or federal agency, or any other governmental entity. The Intervening Parties, through their respective Executive Directors, officers and employees, represent that they are not aware of any such charges, lawsuits, or claims against Artemis and/or the Released Parties filed by, contemplated by, or pending with respect to any life and health insurance guaranty association impacted by the insolvency of ELIC.

7. Governing Law. The substantive laws of the State of California shall govern this Agreement without regard to choice of law considerations.

8. Disputes. The Parties agree that the United States District Court, Central District of California, shall have exclusive jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, and the Parties hereby submit to the jurisdiction of the United States District Court, Central District of California, for the resolution of any such controversy or claim.

9. Enforceable in All Jurisdictions. This Agreement shall be binding and enforceable in all countries in the world, including France. No Party shall institute legal proceedings or take other actions in France or any other jurisdiction that are inconsistent with this Agreement. Any Party that breaches this provision shall be liable for all resulting damages, including all legal fees and costs incurred as the result of such breach.

10. Settlement as Compromise. The settlement reflected in this Agreement is intended by the Parties to fully and finally compromise, resolve, discharge and settle the Released Claims and the Released Parties' Claims, subject to the terms and conditions set forth herein. The Parties hereto acknowledge that this Agreement is a compromise resolution of disputed claims for the purpose of mitigating the costs, uncertainties, and burdens of further litigation. By entering into this Agreement, Artemis does not acknowledge or admit liability in any way in connection with the Released Claims, and expressly denies any liability or wrongdoing in connection with any of the claims and/or defenses asserted in the Commissioner's Action. In the event this Agreement is terminated for any reason, no Party may refer to this Agreement, the Parties' settlement, the negotiations of the Parties' settlement and/or this Agreement, the Settlement Amount, the Commissioner's application for approval of the settlement pursuant to Paragraph 3.2 above and any pleadings filed relating thereto, or any other filing or court submission made pursuant to or as a result of this Agreement in any way in any litigation (i) to argue or otherwise attempt to prove the truth or lack thereof of any claim or allegation, (ii) to argue or otherwise attempt to prove the amount or value of any claim, and/or (iii) to impeach or otherwise discredit any witness. Notwithstanding anything in this Agreement to the contrary, the provisions of this Paragraph 10 shall survive the termination of this Agreement.

11. Successors and Assigns. This Agreement and the terms and conditions hereof shall bind and inure to the benefit of the Parties' respective successors and assigns.

12. Voluntary Agreement. This Agreement is executed voluntarily and without any duress or undue influence on, by, or on behalf of the Parties hereto with the full intent of releasing all claims. The Parties acknowledge that:

- (a) they have read this Agreement;
- (b) they have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of their own choice;
- (c) they understand the terms and consequences of this Agreement and of the releases it contains; and

(d) they are fully aware of the legal and binding effect of this Agreement.

13. Entire Agreement. This Agreement contains the entire agreement of the Parties pertaining to the subject matter contained in it and supersedes any and all prior or contemporaneous negotiations, correspondence, understandings, representations, letters of intent and agreements pertaining to the subject matter contained in it. The Commissioner and Artemis understand and agree that this Agreement is not made in reliance upon any inducement, statement, promise or representation other than those contained within this Agreement. The Intervening Parties understand and agree that this Agreement is not made in reliance upon any inducement, statement, promise or representation made by Artemis or the Released Parties other than those contained within this Agreement.

14. Interpretation. Descriptive headings are used herein for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. As used herein, and unless otherwise provided, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders are used interchangeably, as the context may require.

15. Further Assurances. The Parties agree to cooperate fully and execute any and all additional documents and take any and all additional actions as may be necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

16. Notice. Any and all notices, demands, or other communications required under this Agreement shall be submitted by one or more of the following forms: overnight mail, facsimile, e-mail or in person; delivered to the intended recipient at the contact information set forth below, or at such other address as any Party may designate by notice to the others. All notices shall be deemed given when delivered to the address designated below, addressed to the attention of the person or persons designated below:

Notices to the Commissioner

Dave Jones as Insurance Commissioner of the State of California
and Rehabilitator of Executive Life Insurance Company
Conservation & Liquidation Office
425 Market Street, 23rd Floor
San Francisco, CA 94105
Facsimile: (415) 676-5001

and

Harry LeVine
harry.levine@insurance.ca.gov
Senior Staff Counsel, Legal Division California Department of Insurance
45 Fremont Street, 21st Floor
San Francisco, CA 94105
Telephone (415) 538-4109
Facsimile: (415) 904-5490

and

Arthur J. Shartsis
ashartsis@sflaw.com
Charles R. Rice
crice@sflaw.com
Shartsis Friese LLP
One Maritime Plaza
Eighteenth Floor
San Francisco, CA 94111
Telephone (415) 421-6500

Notices to Artemis

Artemis S.A.
12 rue Francois Ier
75008 Paris
France
Attention: Gilles Pagniez
gpagniez@groupeartemis.com
Telephone: +33 (-1) -44-11-2044

and

Robert L. Weigel
rweigel@gibsondunn.com
Marshall R. King
mking@gibsondunn.com
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
Telephone: (212) 351-4000

Notices to NOLHGA and/or CLHIGA

Peter Gallanis
pgallanis@nolhga.com
President
NOLHGA
13873 Park Center Road, Suite 329
Herndon, VA 20171
Telephone: (703) 787-4116

and

Franklin D. O'Loughlin
foloughlin@lrrlaw.com
Cindy Coles Oliver
coliver@lrrlaw.com
Lewis Roca Rothgerber LLP
1200 17th Street, Suite 3000
Denver, CO 80202
Telephone: (303) 628-9000

17. Amendments. This Agreement may not be amended except by written agreement executed by all Parties.

18. Taxability. Artemis does not make and has not made any representations regarding the taxability of the Settlement Amount and/or any other payments pursuant to this Agreement. The Commissioner and the Intervening Parties represent that they have not relied upon any representation of Artemis and/or its attorneys on the subject of taxability of any consideration provided under this Agreement. The Commissioner and the Intervening Parties understand and expressly agree that any income or other tax, including any interest or penalties (if any) ultimately determined to be payable from the Settlement Amount, as well as any state or federal reporting or payment obligations arising from or attributable to the Settlement Amount (including, but not limited to, any applicable reporting obligations), are the sole responsibility of the Commissioner, and/or his counsel.

19. Attorneys' Fees and Costs. The Parties shall each bear their own attorneys' fees and costs for any and all fees and costs incurred in the disputes between them that are settled by this Agreement. In the event any action is commenced by any of the Parties to this Agreement against another Party to enforce, or for breach of, any provision of this Agreement, the prevailing Party shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, incurred in connection with such action in addition to any other claims or damages.

20. Contract Interpretation. All Parties have had the opportunity to draft, review and edit the language of this Agreement, and no presumption for or against any Party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any statute or canon of construction that provides that, in cases of uncertainty, language of a contract should be interpreted against the Party who caused the uncertainty to exist.

21. Good Faith Settlement. The Parties agree that the terms of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

23. Acceptance of Facsimile or Email Signatures. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in

connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile or email transmission. Such facsimile or email signature shall be treated in all respects as having the same effect as an original signature.

**Dave Jones, as Insurance Commissioner of the State of California and as Conservator,
Liquidator and Rehabilitator of the Executive Life Insurance Company**

By: Math Hogg, Chief Deputy Insu Commissioner Dated: July 8, 2015

Its: on Behalf of

Dave Jones, Commissioner of the State of California

National Organization of Life and Health Insurance Guaranty Associations

By: _____ Dated: _____, 2015

Its: _____

California Life and Health Insurance Guarantee Association

By: _____ Dated: _____, 2015

Its: _____

Artemis S.A.

By: _____ Dated: _____, 2015

Its: _____

connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile or email transmission. Such facsimile or email signature shall be treated in all respects as having the same effect as an original signature.

**Dave Jones, as Insurance Commissioner of the State of California and as Conservator,
Liquidator and Rehabilitator of the Executive Life Insurance Company**

By: _____ Dated: _____, 2015
Its: _____

National Organization of Life and Health Insurance Guaranty Associations

By: _____ Dated: _____, 2015
Its: _____

California Life and Health Insurance Guarantee Association

By: _____ Dated: _____, 2015
Its: _____

Artemis S.A.

By: Gilles PAGNIEZ  Dated: 08 JULY, 2015
Its: DEPUTY CEO

connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile or email transmission. Such facsimile or email signature shall be treated in all respects as having the same effect as an original signature.

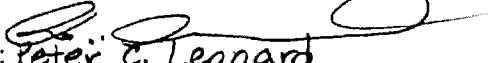
**Dave Jones, as Insurance Commissioner of the State of California and as Conservator,
Liquidator and Rehabilitator of the Executive Life Insurance Company**

By: _____ Dated: _____, 2015
Its: _____

National Organization of Life and Health Insurance Guaranty Associations

By: _____ Dated: _____, 2015
Its: _____

California Life and Health Insurance Guarantee Association

By:  _____ Dated: July 8, 2015
Its: EXECUTIVE Director

Artemis S.A.

By: _____ Dated: _____, 2015
Its: _____

connection with this Agreement will be considered signed when the signature of a Party is delivered by facsimile or email transmission. Such facsimile or email signature shall be treated in all respects as having the same effect as an original signature.

**Dave Jones, as Insurance Commissioner of the State of California and as Conservator,
Liquidator and Rehabilitator of the Executive Life Insurance Company**

By: _____ Dated: _____, 2015
Its: _____

National Organization of Life and Health Insurance Guaranty Associations

By:  _____ Dated: July 8, _____, 2015
Its: President. _____

California Life and Health Insurance Guarantee Association

By: _____ Dated: _____, 2015
Its: _____

Artemis S.A.

By: _____ Dated: _____, 2015
Its: _____

EXHIBIT B

**FINAL SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES ATTORNEY'S OFFICE
AND
ARTEMIS S.A., FRANCOIS PINAULT, PATRICIA BARBIZET,
MARIE-CHRISTINE DE PERCIN, AND EMMANUEL CUEFF**

I.

INTRODUCTION

1. This Final Settlement Agreement (the "Agreement") is entered into effective December 15, 2003, between the United States Attorney's Office for the Central District of California (the "USAO"), and Artemis S.A. ("Artemis"), Francois Pinault ("Pinault"), Patricia Barbizet ("Barbizet"), Marie-Christine de Percin ("De Percin"), and Emmanuel Cuff ("Cuff")

2. The purpose of this Agreement is to finally settle and resolve all claims, criminal charges, and any other matters under investigation, criminal or civil, of every nature and kind, between the USAO and Pinault, Barbizet, De Percin, Cuff, Artemis, and Artemis' present subsidiaries and affiliates, including Aurora National Life Assurance Company ("Aurora"), New California Life Holdings, Inc. ("NCLH"), Financiere Pinault S.C.A., and Forest Products International, involving offenses (except for tax offenses or conspiracy to commit such offenses) occurring on or before December 15, 2003, and arising from or relating to (i) any acts or omissions alleged in the under-seal Indictment in criminal case CR No. 03-760 (C.D. Cal.) (the "Sealed Indictment") and (ii) the Specified Acts and Omissions defined in Attachment A (the "Specified Acts and Omissions").

EXHIBIT J

II.

SCOPE OF THE AGREEMENT

3. This Agreement binds the USAO, the United States Attorney's Offices for each of the other 93 judicial districts of the United States, and the Department of Justice ("DOJ").

4. This Agreement does not bind any state or local prosecuting authorities.

5. This Agreement does not bind any federal, state, or local administrative or regulatory agencies, including the Board of Governors of the Federal Reserve System ("Board of Governors") and the Federal Reserve Bank of New York ("FRBNY") (collectively the "Federal Reserve").

6. The terms and conditions of this Agreement are binding not only on Artemis, but also on any successor in interest to Artemis.

7. Artemis, Pinault, Barbizet, De Percin, and Cueff enter into this Agreement freely and voluntarily, and each has been advised by its, his, or her counsel with respect to the terms of this Agreement and the consequences of entering into this Agreement.

8. Artemis, Pinault, Barbizet, De Percin, and Cueff agree to the terms of this Agreement without admitting liability for, or any of the facts that form the basis of, any claim, criminal charge, or any other matter under investigation, criminal or civil, of every nature and kind.

9. By entering into this Agreement, Artemis, Pinault, Barbizet, De Percin, and Cueff do not waive in the Civil Actions (as defined below) any jurisdictional issues under the French Civil Code as to themselves or as to any of Artemis' subsidiaries and affiliates.

III.

"PACKAGE DEAL"

10. This Agreement is part of a "package deal" involving Artemis, Pinault, Barbizet, De Percin, and Cueff. The USAO, Artemis, Pinault, Barbizet, De Percin, and Cueff each agrees that this Agreement and the amendments and agreements attached as Exhibits J-1, J-2, J-3, and J-4, will not become binding on any of them unless and until each and every one of the following events occur:

- a. Artemis, Pinault, Barbizet, De Percin, Cueff, and their respective counsel execute and deliver this Agreement to the USAO;
- b. Artemis or Credit Lyonnais S.A. ("CLSA") delivers to the USAO a Letter of Credit issued by CLSA payable in favor of the USAO, in a form acceptable to the USAO, securing for a period of 90 calendar days from December 15, 2003, Artemis' obligation to pay to the United States the sum of \$185,000,000 in accordance with the terms of this Agreement (the "Letter of Credit");
- c. Artemis executes and delivers to the USAO Amendment No. 1 to The Cooperation Agreement Between the United States Attorney's Office and Artemis S.A. (the "Artemis Amendment"), in a form substantially similar to Exhibit J-1 to this Agreement;
- d. Pinault executes and delivers to the USAO Amendment No. 1 to The Cooperation Agreement Between the United States Attorney's Office and Francois Pinault (the "Pinault Amendment"), in a form substantially similar to Exhibit J-2 to this Agreement;

- e. Barbizet executes and delivers to the USAO the Preindictment Diversion Agreement Between the United States Attorney's Office and Patricia Barbizet and Amendment No. 1 to The Cooperation Agreement Between the United States Attorney's Office and Patricia Barbizet (the "Barbizet Diversion Agreement"), in a form substantially similar to Exhibit J-3 to this Agreement; and,
- f. De Percin executes and delivers to the USAO the Pretrial Diversion Agreement Between the United States Attorney's Office and Marie Christine De Percin (the "De Percin Diversion Agreement"), in a form substantially similar to Exhibit J-4 to this Agreement.

11. This Agreement is independent of the plea agreement between the USAO and CLSA, CDR-Entreprises S.A., and MAAF Assurances ("Plea Agreement"), and the validity and effectiveness of this Agreement and the obligations of the parties under it are not conditioned or dependent upon the validity and effectiveness of the Plea Agreement or any of the parties to the Plea Agreement fulfilling or abiding by their obligations under the Plea Agreement.

IV.

THE "USAO/ARTEMIS SETTLEMENT FUND"

12. Artemis will establish and fund the "USAO/Artemis Settlement Fund" by contributing a total of \$185,000,000 into an account as provided below.

13. For purposes of this Agreement, the following terms have the following meanings:

- a. "Civil Actions" means the actions captioned John Garamendi v. Altus Finance S.A., et al., No. CV 99-2829-AHM (CWx), Sierra National Insurance Holdings, et al. v. Credit Lyonnais S.A., et al., No. CV 01-1339-AHM (CWx), and State of California ex rel. RoNo, LLC v. Altus Finance S.A., et al., No. CV 01-8587-AHM (CWx).
- b. "Artemis Parties" means Artemis and any of its current subsidiaries and affiliates (with the exceptions of Aurora and NCLH), Pinault, and any other current officer, director, and employee of Artemis and its current subsidiaries and affiliates (with the exceptions of Aurora and NCLH).
- c. "Judgment" means (i) a judgment or judgments in the Civil Actions awarding damages against and/or ordering restitution or disgorgement by any of the Artemis Parties, which judgment or judgments become final because it is, or they are, upheld on appeal or the time for filing an appeal expires; or (ii) a court order or orders approving a settlement in the Civil Actions that requires any of the Artemis Parties to pay claims against them.
- d. "Artemis Judgment Obligation" means any amount of funds that any of the Artemis Parties is responsible to pay under a Judgment.
- e. "Net Artemis Judgment Obligation" means any amount of funds that any of the Artemis Parties is responsible to pay under a Judgment, net of any credit in favor of any of the Artemis Parties for funds disbursed from the USAO/Artemis Settlement Account pursuant to subparagraph 14(c) below.

- f. "USAO/Artemis Settlement Account" means an account established by or at the direction of the FRBNY or the United States Department of Treasury to hold funds deposited by Artemis to satisfy Artemis' payment obligations under this Agreement. "Depository" means the FRBNY or the United States Department of Treasury, whichever establishes the USAO/Artemis Settlement Account. Artemis, Pinault, Barbizet, De Percin, and Cuff each understands that funds held in the USAO/Artemis Settlement Account will be invested by the Depository in United States securities. Artemis, Pinault, Barbizet, De Percin, and Cuff each agrees not to pursue any claim or action against the USAO, the United States Department of Justice, the Depository, or any other United States government entity or agency based on the results of the investment of funds held in the USAO/Artemis Settlement Account.
- g. "Available Obligation Amount" means: (i) at any time within the 18 months after the date funds are deposited by Artemis into the USAO/Artemis Settlement Account, either: (A) if funds have been disbursed in accordance with subparagraph 14(c) below, the full amount of funds in the USAO/Artemis Settlement Account (including earnings and after deducting any expenses relating to the administration of the USAO/Artemis Settlement Account and any tax payments made on earnings in the USAO/Artemis Settlement account); or (B) if funds have not been disbursed in accordance with subparagraph 14(c) below, the full amount of funds in the USAO/Artemis Settlement Account (including earnings and after deducting any expenses relating to the administration of the USAO/Artemis Settlement Account and any tax payments made on earnings in the USAO/Artemis Settlement account) less \$110,000,000;

and (ii) at any time thereafter, the full amount of funds in the USAO/Artemis Settlement Account as of the date 18 months after the date funds are deposited by Artemis into the USAO/Artemis Account (including interest and after deducting expenses relating to the administration of the USAO/Artemis Settlement Account and any tax payments made on earnings in the USAO/Artemis Settlement account).

14. The USAO/Artemis Settlement Fund will be established and will operate as follows:

a. Within 85 calendar days from December 15, 2003, Artemis will contribute to the USAO/Artemis Settlement Fund a total of \$185,000,000 by either: (i) depositing this amount (by wire transfer in immediately available funds) into the USAO/Artemis Settlement Account; or (ii) at any time within the 85 calendar days beginning December 15, 2003, advising the USAO, in writing, that it will contribute the \$185,000,000 by allowing the USAO to draw on the Letter of Credit, which advisement will authorize the USAO, 24 hours or more after receiving the advisement, to draw on the Letter of Credit to cause \$185,000,000 to be deposited (by wire transfer in immediately available funds) into the USAO/Artemis Settlement Account. If, within 85 calendar days from December 15, 2003, Artemis neither deposits \$185,000,000 (by wire transfer in immediately available funds) into the USAO/Artemis Settlement Account, nor advises the USAO that it will contribute the \$185,000,000 by allowing the USAO to draw on the Letter of Credit, then the USAO may, on the 86th or subsequent calendar day, draw on the Letter of Credit to cause \$185,000,000 to be deposited (by wire transfer in immediately available funds) into the USAO/Artemis Settlement Account. The funds in the USAO/Artemis Settlement Account will constitute the USAO/Artemis Settlement Fund, and shall be the property of the United States to be disbursed as set forth below. Artemis's failure to deposit the \$185,000,000 in the USAO/Artemis Settlement Account by either wire transfer or advisement to the USAO within the 85 calendar day period to draw on the Letter of Credit will not constitute a breach of this Agreement.

b. The funds in the USAO/Artemis Settlement Account may be used only as specified in subparagraphs 14(c) through 14(f) and paragraph 15 below.

c. As soon as practicable after funding of the USAO/Artemis Settlement Fund, the USAO shall, in accordance with paragraph 16 below, prepare and present for approval to the district court presiding over the Civil Actions payment instructions that, upon delivery to the Depository, will direct the Depository to cause the USAO/Artemis Settlement Account to disburse \$110,000,000 (less any required tax withholding) to the California Insurance Commissioner (the "Commissioner"), in his capacity as conservator, rehabilitator, and liquidator of Executive Life Insurance Company of California ("ELIC"), to be disbursed by the Commissioner in accordance with his legal obligations, fiduciary duties, judgment, and discretion, which disbursement by the Commissioner shall not be subject to challenge by Artemis, to claimants in the ELIC rehabilitation proceeding. The USAO shall use its best efforts to cause this \$110,000,000 (less any required tax withholding) to be credited in favor of the Artemis Parties against any Artemis Judgment Obligations.

d. Should there be a Judgment in the Civil Actions, Artemis shall request that the district court presiding over the Civil Actions specify in the Judgment all of the following: (i) the amount of the funds that each of the Artemis Parties is responsible to pay, net of any credit in favor of any of the Artemis Parties for funds disbursed from the USAO/Artemis Settlement Account pursuant to subparagraph 14(c) above (which will define the Net Artemis Judgment Obligation); (ii) the parties, selected only from among the named plaintiffs in the Civil Actions, to whom those funds are to be paid (the "Net Artemis Judgment Obligation Parties"); and (iii) the priority for payments to the Net Artemis Judgment Obligation Parties.

e. Upon presentation of a Judgment to the USAO, the USAO shall, in accordance with paragraph 16 below, prepare and present for approval to the district court presiding over the Civil Actions payment instructions that, upon delivery to the Depository, will direct the Depository to cause the USAO/Artemis Settlement Account to disburse funds to the Net Artemis Judgment Obligation Parties in order of the priority established in the Judgment

until the Available Obligation Amount (less any required tax withholding) has been disbursed or the Net Artemis Judgment Obligation has been fully satisfied, whichever occurs first.

f. Funds disbursed from the USAO/Artemis Settlement Account may be used to pay attorney's fees and/or litigation costs, but only if the payment of such fees and/or costs from the USAO/Artemis Settlement Account, the amount of those fees and/or costs, and the priority for payment of those fees and/or costs are specifically approved and ordered as part of a Judgment by the district court presiding over the Civil Actions.

15. After the completion of any disbursements of funds from the USAO/Artemis Settlement Account in accordance with subparagraphs 14(c) and 14(e) above, upon presentation to the USAO of a written certification, executed by appropriate officials on behalf of Artemis, and supported by court records establishing that the Civil Actions are concluded and all Judgments have been entered, the USAO shall, in accordance with paragraph 16 below, prepare and present for approval to the district court presiding over the Civil Actions payment instructions that, upon delivery to the Depository, will direct the Depository to cause the USAO/Artemis Settlement Account to disburse funds as follows:

a. First, if funds remain in the USAO/Artemis Settlement Account and the Available Obligation Amount has not been completely disbursed, in the total amount necessary to accomplish the complete disbursement of the Available Obligation Amount, 33% to the United States Treasury and 67% (less any required tax withholding) to Artemis; and,

b. Second, if funds remain in the USAO/Artemis Settlement Account and the Available Obligation Amount has been completely disbursed, the total remaining funds (less any required tax withholding) to Artemis.

16. After preparing payment instructions in accordance with subparagraphs 14(c) or 14(e) or paragraph 15 above, the USAO shall provide a copy of the payment instructions to counsel for Artemis, who shall have 48 hours to review the payment instructions and notify the USAO, in writing, of any objections to the payment instructions. In the event there are no objections to the payment instructions, or there are objections that are resolved by discussions

between the USAO and counsel for Artemis, the USAO shall apply to the district court presiding over the Civil Actions for an order approving the payment instructions and, upon receiving such an order, deliver the order and the payment instructions to the Depository. In the event there are objections to the payment instructions that cannot be resolved by discussions between the USAO and counsel for Artemis, the USAO will, as provided for by paragraph 17 below, seek from the district court presiding over the Civil Actions resolution of any disputes over the payment instructions, prepare payment instructions that accord with the court's resolution of those disputes, obtain a court order approving those payment instructions, and deliver those payment instructions and the court order to the Depository.

17. The USAO and Artemis stipulate and agree that any disputes or legal issues relating to the USAO/Artemis Settlement Fund, including, but not necessarily limited to, the interpretation or application of these provisions, the administration of the USAO/Artemis Settlement Fund, the approval of payment instructions, the delivery of payment instructions to the Depository, or the disbursement of funds, will be resolved by the district court presiding over the Civil Actions.

V.

ARTEMIS' REIMBURSEMENT OF THE USAO'S LITIGATION COSTS

18. On or before December 18, 2003, Artemis will pay to the United States Treasury \$500,000 as reimbursement for the estimated cost of litigation of motions regarding certain of the Artemis Parties.

VI.

DISMISSAL OF CERTAIN ACTIONS AND APPEALS

19. On or before December 18, 2003, Artemis will move to dismiss its under-seal appeal and petition for writ of mandamus in United States of America v. Seal A, C.A. Nos. 03-

50511 and 03-72974 (9th Cir). The USAO will not move to unseal the record in that under-seal appeal or the petition for writ of mandamus.

20. The USAO permanently waives its right to seek enforcement of the district court's under-seal August 15, 2003 order in the criminal miscellaneous proceeding In re Grand Jury Investigation, CR Misc. No. 03-158-DT (C.D. Cal). In addition, within 7 days after the dismissal of the appeal and petition for writ of mandamus referenced in paragraph 19 above, the USAO will seek leave to withdraw its motion that led to the entry of that order, and the USAO and Artemis will enter into a stipulation seeking the vacatur of the under-seal August 15, 2003 order in CR Misc. No. 03-158-DT, which currently has been stayed by the United States Court of Appeals for the Ninth Circuit. If the district court declines the stipulation of the USAO and Artemis to vacate the order, the USAO and Artemis will enter into another stipulation providing that the USAO and Artemis have agreed to a compromise of the outstanding claims and issues before them, and that the USAO has agreed that it will not seek enforcement of the order, and, on that basis, the USAO and Artemis jointly will request the court to enter an order relieving Artemis and the other parties to CR Misc. No. 03-158-DT of their obligations under the under-seal August 15, 2003 order.

21. Artemis stipulates and agrees to the modification of the June 4, 2003 sealing order in CR Misc. No. 03-158-DT to allow the USAO to produce to the plaintiffs in John Garamendi v. Altus Finance, et al., No. CV 99-2829-AHM (CWx) (the "Commissioner's Civil Action"), the following materials submitted by the USAO in CR Misc. No. 03-158-DT: (a) the exhibits filed under seal in support of any of the USAO's motions in that proceeding; and (b) select portions of the materials submitted *in camera* to the district court in support of any of the USAO's motions in that proceeding, which portions will be determined solely by the USAO but shall not include

the Sealed Indictment. The USAO's production of *in camera* materials is subject to the USAO's determination to redact information for reasons of confidentiality, privacy, or legal requirement, and the USAO will simultaneously provide Artemis with an identical copy of all of the materials provided to the plaintiffs in the Commissioner's Civil Action. In addition, Artemis stipulates and agrees to the modification of the June 4, 2003 sealing order in CR Misc. No. 03-158-DT to allow the USAO to produce to the plaintiffs in the Commissioner's Civil Action the pleadings filed under seal by the USAO in CR Misc. No. 03-158-DT, including any of the motion papers and statements of facts. The USAO will not produce any of these exhibits, *in camera* materials, or pleadings to any plaintiff in the Commissioner's Civil Action unless and until Artemis receives from that plaintiff or its counsel an agreement, in writing, that: (a) the plaintiff will use the pleadings for informational purposes only, and will not file them with any court; and, (b) the exhibits, *in camera* materials, and pleadings will be treated as documents that have been designated as "CONFIDENTIAL MATERIAL" pursuant to the terms and conditions of the Stipulation and Confidentiality Agreement Regarding Documents Produced by Artemis Defendants, filed July 24, 2001, in the Commissioner's Civil Action. Artemis may request, and the USAO will not object to its request, that the modifications to the June 4, 2003 sealing order in CR Misc. No. 03-158-DT incorporate any plaintiff's agreements on the use and treatment of the exhibits, *in camera* materials, and pleadings to be produced pursuant to this paragraph 21.

VII.

DISMISSAL AND NON-PROSECUTION OF CRIMINAL CHARGES

22. In accordance with the provisions of the De Percin Diversion Agreement, the USAO will promptly move to dismiss without prejudice all pending charges against De Percin in the Sealed Indictment.

23. The USAO will promptly move to dismiss with prejudice all pending charges against Cueff in the Sealed Indictment.

24. The USAO will not bring any criminal charges against Artemis, any of its present subsidiaries or affiliates, or any present or former officer, director, or employee of Artemis or any of its present subsidiaries or affiliates for any offense (except for tax offenses or conspiracy to commit such offenses) occurring on or before December 15, 2003, and arising from or relating to (i) acts or omissions alleged in the Sealed Indictment or (ii) the Specified Acts or Omissions. Such persons include without limitation Emmanuel Cueff, Jean-Claude Damerval, Sophie Djian, Gilles Erulin, Catherine Garcia, John Kellogg, Alan Minc, Gilles Pagniez, Francois-Henri Pinault, John Ryan III, and John Ryan IV (also known as John Ryan Jr.). The promise of non-prosecution set forth in this paragraph does not apply to Pinault, Barbizet, or De Percin, as to whom the USAO will be bound by the provisions of the Pinault Amendment, the Barbizet Diversion Agreement, and the De Percin Diversion Agreement. The promise of non-prosecution set forth in this paragraph also does not apply to Jean Peyrelevade, Jean-Yves Haberer, Francois Gille, Dominique Bazy, Jean-Francois Hezin, or Eric Berloty.

25. In the event the USAO determines to criminally prosecute Artemis, Pinault, Barbizet, De Percin, or any of the entities or individuals as to whom the USAO has made a promise of non-prosecution pursuant to paragraph 24 above for any offense occurring after December 15, 2003, and arising out of or relating to (i) acts or omissions alleged in the Sealed Indictment or (ii) the Specified Acts and Omissions, before bringing any criminal charges, the USAO will provide written notice to that party, or its, his, or her counsel, of the USAO's decision to prosecute and allow that party a period of 30 days from receipt of such notice to seek reconsideration of the decision by the USAO and/or review of the decision by DOJ.

26. The USAO will move for an order permanently sealing the Sealed Indictment; *provided, however*, that the USAO may move to unseal the Sealed Indictment should the USAO be unable to prosecute charges brought in a superseding indictment on the ground that such prosecution is barred by the statute of limitations because the charges in the superseding

indictment do not relate back to the charges in the Sealed Indictment. Should the Court not grant the USAO's motion to maintain the Sealed Indictment under seal, or should the Court order the Sealed Indictment unsealed *sua sponte* or upon motion of a third party, that decision will have no effect on the validity of this Agreement or any of its terms or conditions, and Artemis, Pinault, Barbizet, De Percin, and Cueff will still be required to comply with all of their obligations under this Agreement.

VIII.

CIVIL FORFEITURE

27. The USAO will waive any claims, and will not bring an action, for forfeiture of: (a) NCLH or Aurora; (b) any right, title, or interest in shares, equity, ownership, dividends (whether or not declared or paid), or security interests in NCLH or Aurora; (c) any right, title or interest in any assets, rights, benefits, or powers held by NCLH or Aurora; or (d) any right, title, or interest of any of the Artemis Parties in any other asset arising out of the Specified Acts and Omissions (collectively, the "Forfeitable Property"), provided that all of the following conditions are satisfied: (a) the Letter of Credit is delivered to the USAO on December 15, 2003; (b) on or before December 18, 2003, Artemis complies with its obligations under paragraphs 18 and 19 above (relating to Artemis' payment of \$500,000 and motion to dismiss its under-seal appeal and petition for writ of mandamus); and (c) on or before December 18, 2003, Barbizet complies with her obligations under paragraphs 14 and 15 of the Barbizet Diversion Agreement (relating to her payment of \$1,000,000 and motion to dismiss her under-seal appeal).

28. In the event the Letter of Credit is not delivered to the USAO before 5:00 pm PST on December 15, 2003, the USAO will be free immediately to file and pursue to judgment an action for forfeiture of the Forfeitable Property. Artemis reserves its ability to raise any and all defenses it may have to any such action for forfeiture.

29. In the event Barbizet fails to comply with her obligations under paragraphs 14 and 15 of the Barbizet Diversion Agreement on or before December 18, 2003, the USAO, after providing Barbizet's counsel with a notice of breach and 24 hours to cure, immediately may file

an action for forfeiture of the Forfeitable Property, but, in the absence of a judicial determination of a breach by Barbizet, will for a period of 60 days after filing, unless ordered by the court overseeing the forfeiture action to do so earlier, not serve notice or take further steps to pursue that forfeiture action. The USAO will at the same time proceed in accordance with paragraphs 18 through 24 of the Barbizet Diversion Agreement governing determination of breach. If the USAO obtains a judicial determination of breach in accordance with the procedures set forth in those paragraphs, the USAO may pursue to judgment the action for forfeiture of the Forfeitable Property. If the USAO is unsuccessful in obtaining a judicial determination of breach in accordance with the procedures set forth in those paragraphs, the USAO will dismiss the action for forfeiture of the Forfeitable Property. Artemis reserves its ability to raise any and all defenses it may have to any such action for forfeiture, with the exception of any defense based on delay in service or pursuit of the forfeiture action.

30. In the event Artemis fails to comply with its obligations under paragraphs 18 and 19 of this Agreement on or before December 18, 2003, the USAO, after providing Artemis' counsel with a notice of breach and 24 hours to cure, immediately may file an action for forfeiture of the Forfeitable Property, but, in the absence of a judicial determination of a breach by Artemis, will for a period of 60 days after filing, unless ordered by the court overseeing the forfeiture action to do so earlier, not serve notice or take further steps to pursue that forfeiture. The USAO will at the same time proceed in accordance with paragraphs 31 through 34 of this Agreement governing determination of breach. If the USAO obtains a judicial determination of breach in accordance with the procedures set forth in those paragraphs, the USAO may pursue to judgment the action for forfeiture of the Forfeitable Property. If the USAO is unsuccessful in obtaining a judicial determination of breach in accordance with the procedures set forth in those, the USAO will dismiss the action for forfeiture of the Forfeitable Property. Artemis reserves its ability to raise any and all defenses it may have to any such action for forfeiture, with the exception of any defense based on delay in service or pursuit of the forfeiture action.

IX.

BREACH OF AGREEMENT

31. Artemis agrees that if it fails to perform any of its obligations under this Agreement or the Artemis Amendment, such failure to perform shall constitute a breach of this Agreement by Artemis. Before the USAO can declare Artemis in breach of this Agreement, the USAO must obtain a judicial determination that a breach has occurred and has not been cured in accordance with the procedures set forth below.

32. Should the USAO determine, in its sole and exclusive discretion, that Artemis is in breach of its obligations under this Agreement or the Artemis Amendment, the USAO may seek a judicial determination of breach. Before seeking a judicial determination of breach, the USAO will provide Artemis written notice of the breach and 30 days within which to cure the breach, and/or to seek reconsideration by the USAO and/or review by DOJ.

33. The USAO and Artemis agree that, for purposes of enforcement of this Agreement and the Artemis Amendment only, and not for purposes of the Civil Actions, and without any waiver of any jurisdictional claim, defense, or argument under the French Civil Code by Artemis in the Civil Actions, the following stipulations will apply should the USAO seek a judicial determination that Artemis is in breach of its obligations under this Agreement or the Artemis Amendment:

a. To obtain a judicial determination that Artemis is in breach of this Agreement or the Artemis Amendment, the USAO will initiate a criminal miscellaneous proceeding in the United States District Court for the Central District of California by filing a

motion in that court requesting that the court determine whether the alleged breach occurred and has not been cured.

b. Artemis stipulates and agrees that the United States District Court for the Central District of California has personal jurisdiction over it for purposes of adjudicating any motion alleging a breach of this Agreement or the Artemis Amendment, and subject matter jurisdiction over any such motion, as ancillary to the proceedings in criminal case CR No. 03-760 and/or the Civil Actions.

c. Artemis waives any and all objections, claims, or argument that the United States District Court for the Central District of California lacks personal or subject matter jurisdiction to adjudicate any alleged breach of this Agreement or the Artemis Amendment.

d. The following law office is authorized to accept, and shall serve as agents for, service of process upon Artemis, unless Artemis designates, in a writing delivered to the USAO, another law office located in the continental United States as authorized to accept, and to serve as agent for, service of process upon Artemis:

<i>PARTY</i>	<i>LAW OFFICE</i>
ARTEMIS	Debevoise & Plimpton Attention: Mary Jo White Bruce E. Yannett 919 Third Avenue New York, New York

e. All substantive issues of law relating to the alleged breach will be governed by federal law, or, in the absence of applicable federal law, by California law.

f. The USAO will have the burden of proving the alleged breach by a preponderance of the evidence in an evidentiary hearing in which the USAO presents evidence to

the court and counsel for Artemis, and counsel has an opportunity to challenge and rebut that evidence and present evidence on behalf of Artemis.

g. If the district court determines that it does not have subject matter jurisdiction over, or otherwise refuses to entertain, the USAO's motion requesting that the court determine whether a breach has occurred and not been cured, the USAO may instead seek a judicial determination of breach by initiating a civil action for declaratory relief or other appropriate proceeding in the United States District Court for the Central District of California. Solely for purposes of adjudicating any such action or proceeding alleging a breach of this Agreement or the Artemis Amendment, Artemis stipulates and agrees that the United States District Court for the Central District of California has personal jurisdiction over it for purposes of adjudicating any such action or proceeding, and waives any and all objections, claims, or argument that the United States District Court for the Central District of California lacks personal or subject matter jurisdiction to adjudicate any alleged breach of this Agreement or the Artemis Amendment in any such action or proceeding.

34. If the district court determines that Artemis has breached this Agreement or the Artemis Amendment, the USAO will be relieved of all of its obligations under this Agreement and the Artemis Amendment, including the USAO's promise of non-prosecution and waiver of its right to file and pursue to judgment an action for forfeiture of the Forfeitable Property. In that event, the USAO may: (a) criminally prosecute Artemis and any of the individuals and entities as to whom the USAO's promise of non-prosecution in paragraph 24 above applies for any offenses arising out of or relating to (i) any acts or omissions alleged in the Sealed Indictment or (ii) the Specified Acts and Omissions; (b) introduce in evidence in any prosecution of Artemis any and all statements, evidence, and/or information provided by Artemis pursuant to the Artemis Cooperation Agreement or the Artemis Amendment, as well as any information derived directly or indirectly therefrom; and (c) file and pursue to judgment an action for forfeiture of the

Forfeitable Property (Artemis reserves its ability to raise any and all defenses it may have to any such action for forfeiture, with the exception of any defense based on delay in service or pursuit of the forfeiture action if the forfeiture action has been filed pursuant to either paragraph 29 or 30 above.)

X.

SUPPORTING DOCUMENTS FROM ARTEMIS

35. This Agreement and the obligations it creates will not become binding on the USAO until Artemis provides to the USAO the following documents, in a form acceptable to the USAO:

- a. Duly-enacted resolutions of the Artemis governing board providing all necessary power and authority to a duly-appointed Artemis officer to enter into this Agreement and the Artemis Amendment;
- b. Certification by the Secretary of Artemis attesting to the authenticity of such resolutions; and
- c. An opinion from qualified legal counsel for Artemis that the resolutions have been duly and properly enacted; that the governing board of Artemis has the legal authority to delegate authorization to enter into this Agreement and the Artemis Amendment to the appointed Artemis officer; and that this Agreement and the Artemis Amendment will be binding on any successors in interest to Artemis.

XI.

COMPLETE AGREEMENT

36. With the exception of the Cooperation Agreement Between the United States Attorney's Office and Artemis S.A., dated June 15, 2000; the Cooperation Agreement Between the United States Attorney's Office and Francois Pinault, dated June 15, 2000; the Cooperation

Agreement Between the United States Attorney's Office and Patricia Barbizet, dated June 15, 2000; the Statute of Limitations Tolling Agreement Between Patricia Barbizet and the United States Attorney's Office for the Central District of California, dated as of April 11, 2003; the Artemis Amendment; the Pinault Amendment; the Barbizet Diversion Agreement; and the De Percin Diversion Agreement, this Agreement supersedes and renders null and void any and all prior agreements, term sheets, or promises, whether written or oral, between the USAO and Artemis, Pinault, Barbizet, De Percin, and Cueff. Except as set forth in this Agreement and the foregoing agreements and amendments, there are no promises, understandings, agreements, or conditions, express or implied, between the USAO and Artemis, Pinault, Barbizet, De Percin, and/or Cueff, or between the USAO and counsel for any of these parties. Nor may any additional promises, understandings, agreements, or conditions between the USAO and Artemis, Pinault, Barbizet, De Percin, and/or Cueff be entered into unless in a writing signed by the USAO on the one hand, and, to the extent that any of its, his, or her rights, obligations, protections, or benefits are altered or affected, by Artemis, Pinault, Barbizet, De Percin, or Cueff, on the other hand.

AGREED AND ACCEPTED:

**UNITED STATES ATTORNEY'S OFFICE FOR
THE CENTRAL DISTRICT OF CALIFORNIA**

Debra W. Yang

DEBRA W. YANG
United States Attorney
Central District of California

Date: 12/15/03

UNITED STATES DEPARTMENT OF JUSTICE

Debra W. Yang

DEBRA W. YANG
United States Attorney
Central District of California

Date: 12/15/03

ARTEMIS S.A.

GILLES PAGNEZ
Director

Date:

MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Artemis S.A.

Date:

FRANCOIS PINAULT

Date:

MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Francois Pinault

Date:

PATRICIA BARBIZET

Date:

STEPHEN MILLER
Howroy & Simon
Counsel for Patricia Barbizet

Date:

Date:

UNITED STATES DEPARTMENT OF JUSTICE

DEBRA W. YANG
United States Attorney
Central District of California

Date:

ARTEMIS S.A.

GILLES PAGNIEZ
Director

MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Artemis S.A.

Date: December 15, 2003

Date: 12/15/03

FRANCOIS PINAULT

MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Francois Pinault

Date: 15.12.03

Date: 12/15/03

PATRICIA BARBIZET

STEPHEN MILLER
Howrey & Simon
Counsel for Patricia Barbizet

Date: Dec. 15, 2003

Date:

Date:

UNITED STATES DEPARTMENT OF JUSTICE

DEBRA W. YANG
United States Attorney
Central District of California

Date:

ARTEMIS S.A.

GILLES PAGNIEZ
Director

Date:

MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Artemis S.A.

Date:

FRANCOIS PINAULT

Date:

MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Francois Pinault

Date:

PATRICIA BARBIZET

Date:

Stephen Miller
STEPHEN MILLER
Howrey & Simon
Counsel for Patricia Barbizet

Date: *December 15, 2003*

Date:

17/12/2003

MARIE-CHRISTINE DE PERCIN

Date:

MARK BYRNE
Byrne & Nixon
Counsel for Marie-Christine De Percin

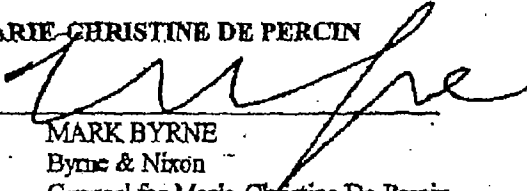
Date:

EMMANUEL CUEFF

Date:

JAMES F. NEAL
Neal & Harwell
Counsel for Emmanuel Cueff

MARIE-CHRISTINE DE PERCIN



MARK BYRNE
Byrne & Nixon
Counsel for Marie-Christine De Percin

Date: 12/14/03

EMMANUEL CUEFF

Date:

JAMES F. NEAL
Neal & Harwell
Counsel for Emmanuel Cueff

Date:

MARIE-CHRISTINE DE PERCIN

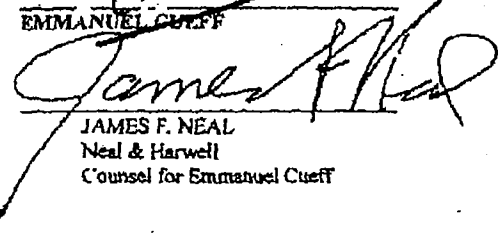
MARK BYRNE
Byrne & Nixon
Counsel for Marie-Christine De Percin

Date:



EMMANUEL CUFFE

Date: December 15th 2003



JAMES F. NEAL
Neal & Harwell
Counsel for Emmanuel Cuffe

Date: 12/15/03

CERTIFICATION OF ARTEMIS S.A.

I, GILLES PAGNIEZ, certify as follows:


1. I am a duly-appointed Director of Artemis S.A., a French *Societe Anonyme* ("Artemis").
2. This Agreement has been read to me in French, the language I understand best. I understand the terms and conditions of this Agreement, and have carefully discussed every part of this Agreement with Artemis' attorneys and the members of Artemis' governing board (*conseil d'administration*).
3. On December 15, 2003, the members of Artemis' governing board adopted a resolution approving the terms and conditions of this Agreement and authorizing me, on behalf of Artemis, to execute this Agreement. Before adopting this resolution, Artemis' governing board was fully advised by Artemis' attorneys of its rights, of the terms and conditions of this Agreement, and of the consequences to Artemis of entering into this Agreement.
4. No promises or inducements have been made to me, or to my knowledge, to any member of the Artemis governing board, with the exception of Patricia Barbizet, who did not vote on the motion to adopt the resolution referenced in paragraph 3 above, other than those contained in this Agreement, the Artemis Amendment, and the Artemis Cooperation Agreement. No one has threatened, forced, or coerced me, or to my knowledge, any member of the Artemis governing board, to enter into this Agreement.

///

///

///

5. Artemis is satisfied with the representation it has received from its attorneys in this matter.


ARTÉMIS S.A.
By: GILLES PAGNIEZ
Director

December 15, 2002
Date

CERTIFICATION OF COUNSEL FOR ARTEMIS S.A.

The undersigned, counsel for Artemis S.A. ("Artemis") in connection with the matters underlying this Agreement, certify as follows:

1. We have carefully reviewed every part of this Agreement with the members of the Artemis governing board (*conseil d'administration*) and have fully advised the Artemis governing board of Artemis' rights, of the terms and conditions of this Agreement, and of the consequences to Artemis of entering into this Agreement.

2. To our knowledge, Artemis' decision to enter into this Agreement is an informed and voluntary one, made with authority and consent of the Artemis governing board after due consideration.

3. We have carefully explained to the Artemis governing board that this Agreement is part of a "package deal," which includes, besides Artemis, Francois Pinault, Patricia Barbizet, Marie-Christine De Percin, and Emmanuel Cueff, that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York; and the advantages and disadvantages to Artemis being part of this package deal.

///

///

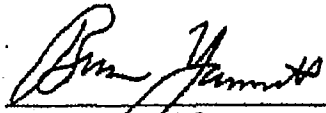
///

///

///

///

4. We believe that Artemis is entering into this Agreement as part of the package deal freely and voluntarily, after due consideration, because it believes it to be in Artemis' best interests, and not because of any threats, coercion, or other undue influence by the French government; the United States government; any other party to the package deal or their counsel; or any other individual, entity, or organization.



MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Artemis S.A.

12/15/07

Date

CERTIFICATION OF FRANCOIS PINAULT

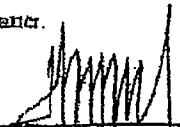
I, FRANCOIS PINAULT, certify as follows:

1. This Agreement has been read to me in French, the language I understand best, and I have carefully discussed every part of it with my attorneys. I understand the terms and conditions of this Agreement, and I voluntarily agree to those terms.
2. My attorneys have advised me of fully of my rights, of the terms of this Agreement, and of the consequences to me of entering into this Agreement.
3. No promises or inducements have been made to me other than those contained in this Agreement, the Pinault Amendment, and the Pinault Cooperation Agreement. No one has threatened or forced me in any way to enter into this Agreement.
4. I know that this Agreement is part of a "package deal," which includes, besides me, Artemis S.A., of which I am the former Chairman and the father of the current Chairman, Patricia Barbizet, Marie-Christine De Percin, and Emmanuel Cueff. I also know that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York.
5. Before entering into this Agreement, I discussed with my attorneys, and carefully considered, the advantages and disadvantages to me personally of being part of this Agreement and the package deal of which it is a part, and freely and voluntarily concluded, after due consideration, that it is in my best interests to enter into this Agreement and the package deal.
6. I am entering into this Agreement and the package deal freely and voluntarily, after due consideration, and not because of any threats, coercion, or other under influence by the

French government; the United States government; any other party to the package deal, or any other individual, entity, or organization.

7. I am satisfied with the representation I have received from my attorneys in this

matter.



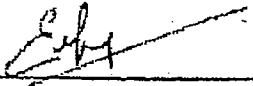
FRANCOIS PINAULT

15.12.03

Date

CERTIFICATION OF INTERPRETER FOR FRANCOIS PINAULT

I, Gilbert ERVIN, am fluent in written and spoken English and French. I accurately translated this entire Agreement from English into French for FRANCOIS PINAULT on this date.

Signature: 
Name: Gilbert ERVIN
INTERPRETER

15 Dec 03
Date

CERTIFICATION OF COUNSEL FOR FRANCOIS PINAULT

The undersigned, counsel for FRANCOIS PINAULT in connection with the matters underlying this Amendment, certify as follows:

1. I have carefully reviewed every part of this Amendment with Mr. Pinault and fully advised him of his rights, of the terms of this Amendment, and of the consequences to him of entering into this Amendment.

2. To my knowledge, Mr. Pinault's decision to enter into this Amendment is an informed and voluntary one, made after due consideration.

3. I have carefully explained to Mr. Pinault that this Amendment is part of a "package deal," which includes, besides him, Artemis S.A., of which he is the former Chairman and the father of the current Chairman, Patricia Barbizet, Marie-Christine De Percin, and Emmanuel Cuffe; that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York; and the advantages and disadvantages to him of being part of this package deal.

///

///

///


///

///

///

///

4. I believe that Mr. Pinault is entering into this Amendment as part of the package deal freely and voluntarily, after due consideration, because he believes it to be in his best interests, and not because of any threats, coercion, or other undue influence by the French government; the United States government; any other party to the package deal or their counsel; or any other individual, entity, or organization.



MARY JO WHITE
BRUCE YANNETT
Debevoise & Plimpton
Counsel for Francois Pinault

Date 12/15/03

CERTIFICATION OF PATRICIA BARBIZET

I, PATRICIA BARBIZET, certify as follows:

1. This Agreement has been read to me in French, the language I understand best, and I have carefully discussed every part of it with my attorney. I understand the terms and conditions of this Agreement, and I voluntarily agree to those terms.
2. My attorney has advised me of fully of my rights, of the terms of this Agreement, and of the consequences to me of entering into this Agreement.
3. No promises or inducements have been made to me other than those contained in this Agreement, the Barbizet Diversion Agreement, and the Barbizet Cooperation Agreement. No one has threatened or forced me in any way to enter into this Agreement.
4. I know that this Agreement is part of a "package deal," which includes, besides me, Artemis S.A., of which I am the Managing Director, Francois Pinault, Marie-Christine De Percin, and Emmanuel Cuff. I also know that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York.
5. Before entering into this Agreement, I discussed with my attorney, and carefully considered, the advantages and disadvantages to me personally of entering into this Agreement and the package deal of which it is a part, and freely and voluntarily concluded, after due consideration, that it is in my best interests to enter into this Agreement and the package deal.
6. I am entering into this Agreement and the package deal freely and voluntarily, after due consideration, and not because of any threats, coercion, or other under influence by the

French government; the United States government; any other party to the package deal, or any other individual, entity, or organization.

6. I am satisfied with the representation I have received from my attorney in this matter.

P. Barbizet

PATRICIA BARBIZET

Dec 15 2003

Date

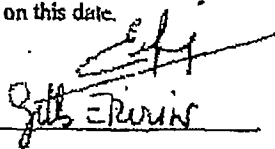
CERTIFICATION OF INTERPRETER FOR PATRICIA BARBIZET

I, Gilles ERVIN, am fluent in written and spoken English and French. I

accurately translated this entire Amendment from English into French for PATRICIA

BARBIZET on this date.

Signature:


Gilles ERVIN

Date

25. Dec 03

Name:

INTERPRETER

CERTIFICATION OF COUNSEL FOR PATRICIA BARBIZET

The undersigned, counsel for PATRICIA BARBIZET in connection with the matters underlying this Agreement, certifies as follows:

1. I have carefully reviewed every part of this Agreement with Ms. Barbizet and fully advised her of her rights, of the terms of this Agreement, and of the consequences to her of entering into this Agreement.

2. To my knowledge, Ms. Barbizet's decision to enter into this Agreement is an informed and voluntary one, made after due consideration.

3. I have carefully explained to Ms. Barbizet that this Agreement is part of a "package deal," which includes, besides her, Artemis S.A., of which she is the Managing Director, Francois Pinault, Marie-Christine De Percin, and Emmanuel Cuff; that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York; and the advantages and disadvantages to her of being part of this package deal.

///

///

///

///

///

///

12-15-03 10:00

From: HOWREY SIMON ARNOLD & WHITE, LLP

42136822800

T-102 P.01/03 P-793

4. I believe that Ms. Barbizer is entering into this Agreement as part of the package deal freely and voluntarily, after due consideration, because she believes it to be in her best interests, and not because of any threats, coercion, or other undue influence by the French government; the United States government; any other party to the package deal or their counsel; or any other individual, entity, or organization.

Stephen D. Miller

STEPHEN D. MILLER
Howrey, Simon, Arnold & White
Counsel for Patricia Barbizer

Date: *December 15, 2003*

CERTIFICATION OF MARIE CHRISTINE DE PERCIN

I, MARIE CHRISTINE DE PERCIN, certify as follows:

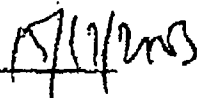
1. This Agreement has been read to me in French, the language I understand best, and I have carefully discussed every part of it with my attorney. I understand the terms and conditions of this Agreement, and I voluntarily agree to those terms.
2. My attorney has advised me of fully of my rights, of the terms of this Agreement, and of the consequences to me of entering into this Agreement.
3. No promises or inducements have been made to me other than those contained in this Agreement and the De Percin Diversion Agreement. No one has threatened or forced me in any way to enter into this Agreement.
4. I know that this Agreement is part of a "package deal," which includes, besides me, Artemis S.A., Francois Pinault, Patricia Barbizet, and Emmanuel Cuff. I also know that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York.
5. Before entering into this Agreement, I discussed with my attorney, and carefully considered, the advantages and disadvantages to me personally of entering into this Agreement and the package deal of which it is a part, and freely and voluntarily concluded, after due consideration, that it is in my best interests to enter into this Agreement and the package deal.
6. I am entering into this Agreement and the package deal freely and voluntarily, after due consideration, and not because of any threats, coercion, or other under influence by the

French government; the United States government; any other party to the package deal, or any other individual, entity, or organization.

6. I am satisfied with the representation I have received from my attorney in this matter.



MARIE CHRISTINE DE PERCIN



Date

CERTIFICATION OF INTERPRETER FOR MARIE CHRISTINE DE PERCIN

I, Marie Heurtelet am fluent in written and spoken English and French. I

M.C. accurately translated this entire Amendment from English into French for MARIE CHRISTINE DE PERCIN on this date. French

Signature: [Handwritten Signature]

Date: Dec 15, 2003

Name: Marie Heurtelet
INTERPRETER

3733-242

CERTIFICATION OF COUNSEL FOR MARIE CHRISTINE DE PERCIN

The undersigned, counsel for MARIE CHRISTINE DE PERCIN in connection with the matters underlying this Agreement, certifies as follows:

1. I have carefully reviewed every part of this Agreement with Ms. De Percin and fully advised her of her rights, of the terms of this Agreement, and of the consequences to her of entering into this Agreement.

2. To my knowledge, Ms. De Percin's decision to enter into this Agreement is an informed and voluntary one, made after due consideration.

3. I have carefully explained to Ms. De Percin that this Agreement is part of a "package deal," which includes, besides her, Artemis S.A., Francois Pinault, Patricia Barbizet, and Emmanuel Cuffe; that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York; and the advantages and disadvantages to her of being part of this package deal.

///

///

///

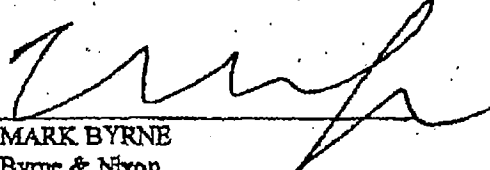
///

///

///

///

4. I believe that Ms. De Percin is entering into this Agreement as part of the package deal freely and voluntarily, after due consideration, because she believes it to be in her best interests, and not because of any threats, coercion, or other undue influence by the French government; the United States government; any other party to the package deal or their counsel; or any other individual, entity, or organization.


MARK BYRNE
Byrne & Nixon
Counsel for Marie Christine De Percin

12/15/03
Date

CERTIFICATION OF EMMANUEL CUEFF

I, EMMANUEL CUEFF, certify as follows:

1. This Agreement has been read to me in French, the language I understand best, and I have carefully discussed every part of it with my attorney. I understand the terms and conditions of this Agreement, and I voluntarily agree to those terms.
2. My attorney has advised me of fully of my rights, of the terms of this Agreement, and of the consequences to me of entering into this Agreement.
3. No promises or inducements have been made to me other than those contained in this Agreement. No one has threatened or forced me in any way to enter into this Agreement.
4. I know that this Agreement is part of a "package deal," which includes, besides me, Artemis S.A., Francois Pinault, Patricia Barbizet, and Marie Christine de Percin.. I also know that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York.
5. Before entering into this Agreement, I discussed with my attorney, and carefully considered, the advantages and disadvantages to me personally of entering into this Agreement and the package deal of which it is a part, and freely and voluntarily concluded, after due consideration, that it is in my best interests to enter into this Agreement and the package deal.
6. I am entering into this Agreement and the package deal freely and voluntarily, after due consideration, and not because of any threats, coercion, or other under influence by the French government; the United States government; any other party to the package deal, or any other individual, entity, or organization.

6. I am satisfied with the representation I have received from my attorney in this matter.

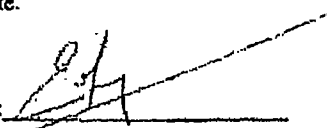

EMMANUEL COEFF

December 15th 2003
Date

CERTIFICATION OF INTERPRETER FOR EMMANUEL CUEFF

I, Gilles ERUIN, am fluent in written and spoken English and French. I

accurately translated this entire Amendment from English into French for EMMANUEL CUEFF
Agree in writing
on this date.

Signature: 

15 Dec 03
Date

Name: Gilles ERUIN
INTERPRETER

CERTIFICATION OF COUNSEL FOR EMMANUEL CUEFF

The undersigned, counsel for EMMANUEL CUEFF in connection with the matters underlying this Agreement, certifies as follows:

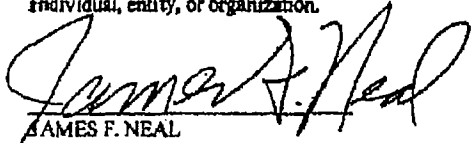
1. I have carefully reviewed every part of this Agreement with Mr. Cueff and fully advised him of his rights, of the terms of this Agreement, and of the consequences to him of entering into this Agreement.

2. To my knowledge, Mr. Cueff's decision to enter into this Agreement is an informed and voluntary one, made after due consideration.

3. I have carefully explained to Mr. Cueff that this Agreement is part of a "package deal," which includes, besides him, Artemis S.A., Francois Pinault, Patricia Barbizet, and Marie Christine de Percin; that this "package deal" is related to other agreements involving, among others, Credit Lyonnais S.A., its parent Credit Agricole S.A., Consortium de Realisation S.A., CDR-Entreprises S.A., MAAF Assurances, the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank of New York; and the advantages and disadvantages to him of being part of this package deal.

///
///
///
///
///
///
///
///
///

4. I believe that Mr. Cuff is entering into this Agreement as part of the package deal freely and voluntarily, after due consideration, because he believes it to be in his best interests, and not because of any threats, coercion, or other undue influence by the French government; the United States government; any other party to the package deal or their counsel; or any other individual, entity, or organization.



JAMES F. NEAL
Neal & Harwell
Counsel for Emmanuel Cuff

12/15/03
Date

ATTACHMENT A

"SPECIFIED ACTS AND OMISSIONS"

A. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- a. "Artemis" refers to the company Artemis S.A., and its affiliates, including Financiere Pinault S.C.A., Forest Products International B.V., Artemis Investissement S.A., Artemis Finance S.N.C., Artemis America L.L.P., and Aurora S.A.;
- b. "LF II" and "LF III" refer respectfully to Land Free II Investment Ltd. and Land Free III Investment Ltd.;
- c. "Apollo I" and "Apollo II" refer respectively to Apollo Investment Fund L.P. and AIF II L.P.;
- d. "Apollo Real Estate" refers to the Apollo Real Estate Investment Fund L.P.;
- e. "ELIC" refers to Executive Life Insurance Company of California;
- f. "Aurora" refers to Aurora National Life Assurance Company;
- g. "NCLH" refers to New California Life Holdings, Inc.;
- h. "Federal Reserve" refers to the Federal Reserve Bank of New York and/or the Board of Governors of the Federal Reserve System;
- i. "Commissioner" refers to the California Commissioner of Insurance;
- j. "DOI" refers to the California Department of Insurance;
- k. "Superior Court" refers to the Los Angeles County Superior Court that presided over the rehabilitation of ELIC;

- l. "Credit Lyonnais" refers to the French bank Credit Lyonnais S.A., as well as its present and former subsidiaries, agencies, and branches, including Clinvest S.A. ("Clinvest"), Societe de Banque Occidentale ("SDBO"), Banque Colbert, Credit Lyonnais Bank Nederland N.V., CLN Oyens & Van Eeghan N.V., and CLN Oyens Trust B.V.;
- m. "Altus" refers to Altus Finance S.A., its subsidiaries, including SBT-Batif, and its successors in interest, including the Consortium de Realisation and CDR-Entreprises S.A.;
- n. "CDR" refers to Consortium de Realisation S.A., and its subsidiaries, including CDR Entreprises S.A.
- o. "MAAF" refers to MAAF Assurances and its subsidiaries, including MAAF Vie S.A.;
- p. The "MAAF Group" refers to the group of European companies that was formed to acquire control of 67% of NCLH in or about September 1993, including MAAF Assurances, MAAF Vie S.A., Omnium Geneve S.A., Financiere du Pacifique S.N.C. (aka "Finapaci"), Fimalac S.A., and S.D.I. Vendome S.A.;
- q. "DOJ" refers to the Department of Justice in Washington, D.C.;
- r. "FBI" refers to the Federal Bureau of Investigation;
- s. "USAO" refers to the United States Attorney's Office for the Central District of California; and,
- t. "Including" means "including but not limited to."

B. SPECIFIED ACTS AND OMISSIONS

1. The seizure of ELIC by the Commissioner in April 1991, and the subsequent rehabilitation proceedings involving ELIC in the Superior Court and on appeal;

2. The negotiation, drafting, signing, implementation, application, execution, interpretation, enforcement, of the Definitive Agreement signed between the Commissioner, Altus, and NCLH in or about August 1991, and any subsequent amendments and modifications thereto;

3. The bidding process leading to the Commissioner's selection, and the Commissioner's selection, of a proposal submitted by Altus and the MAAF Group for the rehabilitation of ELIC (the "Altus/MAAF Proposal");

4. The proceedings leading to the Superior Court's approval, and the Superior Court's approval, of the Commissioner's selection of the Altus/MAAF Proposal;

5. Altus' purchase of a portfolio of high yield "junk bonds" from the ELIC estate in or about March 1992, including the transfer of those bonds to Altus;

6. The proceedings leading to the Superior Court's approval, and the Superior Court's approval, of the ELIC Rehabilitation Plan in or about July 1992, including all submissions, reports, statements, representations, promises, or commitments made to the Superior Court, the courts of appeal, or the other parties, and/or the concealment, omission, or nondisclosure of any facts or other information required to be disclosed, in the course of and as part of such proceedings;

7. Legal challenges to the ELIC Rehabilitation Plan and to the Superior Court's approval of that Plan;

8. DOI's issuance of an organizational permit and a certificate of authority to Aurora, amendments to the organizational permit and certificate of authority, and the contribution certificate by NCLH to Aurora, including all submissions, reports, statements, representations, promises, or commitments made to DOI, and/or the concealment, omission, or nondisclosure of any facts or other information required to be disclosed to DOI, in the course and as part of applying for, or relating to the issuance of, such permits, certificates, or amendments thereto;

9. The proceedings leading to the Superior Court's approval, and the Superior Court's approval, of a Modified ELIC Rehabilitation Plan in or about July and August 1993, including all submissions, reports, statements, representations, promises, or commitments made to the Superior Court, the courts of appeal, or the other parties, and/or the concealment, omission, or non-disclosure of any facts or other information required to be disclosed, during the course and as part of such proceedings;

10. The implementation, application, execution, interpretation, enforcement, administration, amendment, or modification of the Modified ELIC Rehabilitation Plan;

11. Legal challenges to the Modified ELIC Rehabilitation Plan and to the Superior Court's approval of that Plan;

12. The transfer of certain of ELIC's remaining assets and liabilities, including its policy, annuity, and contractual obligations, to Aurora in September 1993;

13. Artemis' purchase of 16.7% of the shares of NCLH from SDI Vendome in or around August 1994;

14. The transfer of these shares to Artemis, and the financing for the purchase of these shares;

15. Artemis' purchase, through its subsidiary Aurora S.A., of 16.67% of the shares of NCLH through its acquisition of Finapaci from Fimalac S.A., Artemis' purchase of 10.05% of the shares of NCLH from Omnium, and its purchase of 6.59% of the shares of NCLH from MAAF Vie, all of which occurred in or around August 1994, the subsequent transfer of these interests to Aurora, and the merger of Finapaci into Aurora in 1995;

16. The transfer of these shares to Artemis, and the financing for Artemis' purchase of these shares;

17. Artemis' purchase of an additional 17% of the shares of NCLH in or about August 1995;

18. The transfer of these shares to Artemis, and the financing for Artemis' purchase of these shares;

19. Statements, reports, representations, promises, or commitments made by or on behalf of Artemis, NCLH, or Aurora to the Commissioner of DOI relating to Artemis' purchase, acquisition, financing, ownership, and/or control of 67% of the shares of NCLH, and/or the concealment, omission, or nondisclosure of any facts or other information required to be disclosed to the Commissioner and/or DOI concerning such purchases, acquisitions, financing, ownership, or control;

20. Statements, reports, representations, promises, or commitments made by or on behalf of Artemis, NCLH, or Aurora to the Commissioner or DOI relating to the creation, establishment, composition, governance, or operation of the voting trust to which Artemis contributed shares of NCLH, and/or the concealment, omission, or nondisclosure of any facts or other information required to be disclosed to the Commissioner and/or DOI concerning the creation, establishment, composition, governance, or operation of the voting trust;

21. The series of contracts, arrangements, and understandings between Altus and members of the MAAF Group by which such members held shares of NCLH on behalf of, for the benefit of, or as agents or

nominees for Altus or its designee, including any puts, calls, forward purchase agreements, guarantees, commitments, management agreements, side letters, or financing arrangements, whether oral or written, regarding those shares;

22. The series of contracts, arrangements, and understandings between Artemis and members of the MAAF Group by which such members held shares of NCLH on behalf of, for the benefit of, or as agents or nominees for Artemis, including any puts, calls, forward purchase agreements, guarantees, commitments, management agreements, side letters, or financing arrangements, whether oral or written, regarding those shares;

23. The operation, management, or control of NCLH and/or Aurora, including the filing of Forms A, B, C, and D with DOI relating thereto, from September 1993 to and including December 1, 2003;

24. The payment of dividends by Aurora and/or NCLH from September 1993 to and including December 1, 2003;

25. Aurora's payment of interest and principal pursuant to a \$150 million certificate of contribution issued by Aurora to NCLH from September 1993 to and including December 1, 2003;

b. The funds in the USAO/Artemis Settlement Account may be used only as specified in subparagraphs 14(c) through 14(f) and paragraph 15 below.

c. As soon as practicable after funding of the USAO/Artemis Settlement Fund, the USAO shall, in accordance with paragraph 16 below, prepare and present for approval to the district court presiding over the Civil Actions payment instructions that, upon delivery to the Depository, will direct the Depository to cause the USAO/Artemis Settlement Account to disburse \$110,000,000 (less any required tax withholding) to the California Insurance Commissioner (the "Commissioner"), in his capacity as conservator, rehabilitator, and liquidator of Executive Life Insurance Company of California ("ELIC"), to be disbursed by the Commissioner in accordance with his legal obligations, fiduciary duties, judgment, and discretion, which disbursement by the Commissioner shall not be subject to challenge by Artemis, to claimants in the ELIC rehabilitation proceeding. The USAO shall use its best efforts to cause this \$110,000,000 (less any required tax withholding) to be credited in favor of the Artemis Parties against any Artemis Judgment Obligations.

d. Should there be a Judgment in the Civil Actions, Artemis shall request that the district court presiding over the Civil Actions specify in the Judgment all of the following: (i) the amount of the funds that each of the Artemis Parties is responsible to pay, net of any credit in favor of any of the Artemis Parties for funds disbursed from the USAO/Artemis Settlement Account pursuant to subparagraph 14(c) above (which will define the Net Artemis Judgment Obligation); (ii) the parties, selected only from among the named plaintiffs in the Civil Actions, to whom those funds are to be paid (the "Net Artemis Judgment Obligation Parties"); and (iii) the priority for payments to the Net Artemis Judgment Obligation Parties.

e. Upon presentation of a Judgment to the USAO, the USAO shall, in accordance with paragraph 16 below, prepare and present for approval to the district court presiding over the Civil Actions payment instructions that, upon delivery to the Depository, will direct the Depository to cause the USAO/Artemis Settlement Account to disburse funds to the Net Artemis Judgment Obligation Parties in order of the priority established in the Judgment

of, and partnership and other interests in, LF II, LF III, Apollo I, and Apollo II (collectively the "\$2.0 billion in securities");

31. The transfer of the \$2.0 billion in securities to Artemis, and the financing for Artemis' purchase of the \$2.0 billion in securities, including any agreements relating to those transfers or that financing and any modifications or revisions to any agreements;

32. Statements, reports, representations, promises, or commitments made by or on behalf of Credit Lyonnais, Altus, and/or Artemis to the Federal Reserve, Commissioner, DOI, and/or the Superior Court concerning the structure, ownership, management, or control of Artemis, or financing of Artemis' purchase of the \$2.0 billion in securities, and/or the concealment, omission, or nondisclosure of any facts or other information that was required to be disclosed to the Federal Reserve concerning that transaction.

33. The participation of Artemis in LF II, LF III, Apollo I, Apollo II, and Apollo Real Estate from December 1992 to and including December 1, 2003;

34. The payment or transfer of funds by Apollo I, Apollo II, LF II, LF III, or Apollo Real Estate to or for the benefit of Credit Lyonnais, Altus, the other investors in Apollo I and Apollo II, or Artemis;

35. The acquisition, by purchase, exchange, or conversion, of voting securities of any entity engaged in nonbanking activities in the United States by Lion Advisors L.P. for the account or on behalf of Credit Lyonnais, Altus, or Artemis;

36. Statements, reports, representations, promises, or commitments made by or on behalf of Credit Lyonnais to the Federal Reserve concerning the nature and extent of Altus' and/or Credit Lyonnais' ownership of, control over, participation in, and/or relationship to Apollo I, Apollo II, Apollo Real Estate, NCLH, Aurora, and/or Artemis, and/or the concealment, omission, or nondisclosure of any facts or other information required to be disclosed to the Federal Reserve concerning such ownership, control, participation, or relationships;

37. The series of contracts, arrangements, and understandings between Altus and the other investors in Apollo I and Apollo II by which such investors held shares of, and/or partnership or other interests in, LF II, LF III, Apollo I, Apollo II, or Apollo Real Estate on behalf of, for the benefit of, or as agents or nominees for Altus or its designee, including any puts, calls, forward purchase agreements, guarantees, commitments, management agreements, side letters, or financing arrangements, whether oral or written, regarding LF II, LF III, Apollo I, Apollo II, or Apollo Real Estate;

38. The submission, prior to December 1, 2003, of annual reports by or on behalf of Credit Lyonnais to the Federal Reserve on Form FRY-7 or FRY-7A and/or other interim reports, describing Credit Lyonnais' interests and activities in the United States;

39. The creation of CDR; its acquisition, holding, management, or disposition of certain assets, rights, claims, obligations, and liabilities of Altus, SBT-Batif, SDBO, Banque Colbert, or Clinvest, and/or their subsidiaries, including investments in or loans to any members of the MAAF Group or Artemis;

40. Credit Lyonnais' ownership and/or control, direct or indirect, legal or beneficial, of any interest in EPIC Holdings, Inc., EPIC Productions, Inc., EPIC Enterprises, Inc., Formax, B.V., the TWE Group, the Empire companies, The Route of the Stars, Inc., Bernard Tapie Finance S.A., BTF G.m.b.h., and Adidas A.G., or other affiliated entities, including any related transactions involving Moshe Diament, Eduard Sarlui, Charles Band, Bernard Tapie, or Citistar; any and all submissions, reports, statements, representations, promises, or commitments made by or on behalf of Credit Lyonnais to the Federal Reserve, USAO, or FBI relating to those entities or individuals; the concealment of facts or other information by or on behalf of Credit Lyonnais from the Federal Reserve, USAO, or FBI relating to those entities or individuals; or the omission or nondisclosure of facts or

other information required to be disclosed to the Federal Reserve, USAO, or FBI relating to those entities or individuals;

41. The concealment or nondisclosure of, or failure to produce, after January 1, 1999, but on or before December 1, 2003, any documents or records, originals or copies, as required or voluntarily, by or on behalf of Credit Lyonnais or CDR to the Federal Reserve, USAO, or FBI relating to the acts and/or transactions described in paragraphs 1 through 40 above;

42. Statements, reports, representations, promises, arguments, commitments, claims, and/or assertions made by or on behalf of Altus, Credit Lyonnais, CDR, MAAF, the MAAF Group, Artemis, NCLH, Aurora, or any present or former officer, director, employee, or agent of any of these entities, after January 1, 1999, but on or before December 1, 2003, to the Federal Reserve, DOJ, USAO, FBI, the Commissioner, DOI, or the Superior Court, relating to any of the acts and/or transactions described in paragraphs 1 through 40.

43. To the extent not included above, any transactions occurring on or before December 1, 2003, which are shown by or discoverable from the documents produced by Credit Lyonnais and CDR to the Federal Reserve, DOJ, USAO, or FBI after January 1, 1999 and on or before December 1, 2003, as identified by Bates stamp numbers "CDR-Ent. 00000001" through "CDR-Ent. 00072698", "CL 00001" through "CL 17699",

and "EPIC 00001" through "EPIC 001869", and documents produced by Artemis to the USAO or FBI after January 1, 1999 and on or before December 1, 2003, pursuant to a June 15, 2000 agreement between Artemis and the USAO.

44. Statements, representations, arguments, claims, and/or assertions made by or on behalf of Credit Lyonnais, CDR, MAAF, Artemis, NCLH, Aurora, or any present or former officer, director, employee, or agent of any of these entities, after January 1, 1999, but on or before December 1, 2003, in the course of the following civil actions: (a) John Garamendi v. Altus Finance S.A., et al., No. CV 99-2829-AHM (CWx); (b) Sierra National Insurance Holdings, Inc., et al. v. Credit Lyonnais S.A., et al., No. CV 01-1339-AHM (CWx); (c) John Garamendi v. S.D.I. Vendome S.A., et al., No. CV 02-5983-AHM (CWx); and (d) State of California ex rel. RoNo, LLC v. Altus Finance S.A., et al., No. CV 01-8587-AHM (CWx).

EXHIBIT C

ORIGINAL

AGREEMENT BETWEEN COMMISSIONER AND SIERRA

This Agreement ("Agreement") is made as of August 5, 2005 by and between the Commissioner of Insurance for the State of California, as conservator, liquidator and rehabilitator of the Executive Life Insurance Company, and the California Department of Insurance (together "Commissioner"), on the one hand, and Sierra National Insurance Holdings, Inc and its receiver, Georgia Lee (together "Sierra"), on the other. The Commissioner and Sierra are the "Parties." The "Actions" referred to below are those now or previously consolidated with the matter captioned John Garamendi v. Altus Finance, S.A., et. al., Case No. 99-02829 AHM (CWx), and the "Court" referred to below is the United States District Court for the Central District of California, Western Division, to which the consolidated actions were assigned.

In consideration of the mutual promises and agreements contained herein, the Commissioner and Sierra agree, for themselves and their respective affiliated entities, successors, agents and assigns, as follows:

1. The Commissioner agrees that:

(a) the first \$25 million of any recovery ("Recovery") obtained by the Commissioner after February 16, 2005 with respect to his claims against Artemis S.A., Artemis Finance S.N.C., Artemis America and/or Francois Pinault (the "Artemis Parties"), whether by judgment or settlement or by payment from the remaining \$75 million deposited by Artemis in the USAO/Artemis Settlement Fund under the Final Settlement Agreement with the United States Attorney's Office dated December 15, 2003, will be paid by the Commissioner to Sierra; and

(b) in the event the Commissioner's total gross recoveries ("Total Gross Recoveries") from all defendants in the Actions whether obtained previously or hereafter, and whether by settlement, judgment or otherwise, exceed \$1.1 billion, the Commissioner shall pay 20% of the excess to Sierra.

For the avoidance of doubt, the \$110 million received by the Commissioner from the USAO/Artemis Settlement Fund in December 2004, will not be included in the Recovery in paragraph 1(a), but will be included in the Total Gross Recoveries in paragraph 1(b).

The payments under subparagraphs (a) and (b) will be made by the Commissioner by wire transfer to an account designated by Sierra within ten business days after receipt of any such amounts by the Commissioner, or the Commissioner may arrange for such amounts to be paid directly to Sierra by wire transfer at the same time as payment is made to the Commissioner.

2. This Agreement will be presented to the Court for an order incorporating the terms of this settlement and approving it. As part of that motion, the Commissioner

and Sierra will request that the Court retain jurisdiction for purposes of enforcing or interpreting this Agreement as provided in paragraph 7 below.

3. The Parties agree to cooperate fully and execute any and all additional documents and take any and all additional actions as may be necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

4. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective affiliated entities, successors, assigns and legal representatives.

5. Each party and each signatory to this Agreement hereby represents and warrants that it has full power, authority and legal right to execute, deliver and perform all actions required under this Agreement.

6. The Parties each represent and warrant that there has been no assignment or attempted assignment of any rights and/or claims that are the subject matter of this Agreement at any time prior to the signing of this Agreement.

7. In the event of any dispute between the Parties arising out of or in connection with the obligations under this Agreement ("Dispute"), the Parties agree that the Dispute shall be resolved and decided by the Court and that the Court shall have the exclusive right to enforce and interpret this Agreement and resolve all legal and factual issues concerning it. The Parties agree that relief relating to such Dispute may be pursued by motion and agree to submit to the exclusive jurisdiction of the Court for this purpose (subject to appeal). In the event of a Dispute, the prevailing party shall be entitled to such relief as the Court deems just and proper, including but not limited to its costs, consultants' fees, attorneys' fees, and all other costs of litigating such Dispute.

8. This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to principles of conflicts of law.

9. Given that both Parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

10. Any and all notices, demands, or other communications required under this Agreement ("Notices") shall be in writing and delivered both by facsimile and U.S. mail to the intended recipient at the addresses set forth below, or at such other address as any Party may designate by notice to the other. All Notices shall be deemed given when delivered to the address designated below, addressed to the attention of the person or persons designated below:

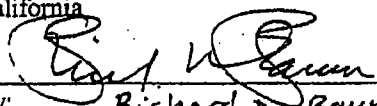
Notices to the Commissioner	Notices to Sierra
Gary Fontana Karl Belgum Thelen Reid & Priest 101 Second Street, Suite 1800 San Francisco, CA 94105 Telephone: (415) 371-1200 Facsimile: (415) 371-1211 and Gary M. Cohen General Counsel California Department of Insurance 45 Fremont Street San Francisco, CA 94105 Telephone: (415) 538-4375 Facsimile: (415) 904-5490	David M. Balabanian Michael J. Plishner Bingham McCutchen LLP Three Embarcadero Center, Suite 1800 San Francisco, CA 94111-4067 Telephone: (415) 393-2000 Facsimile: (415) 393-2286

The above-designated names and addresses may be changed by written Notice delivered in the manner prescribed in this paragraph.

11. This Agreement may be executed in one or more counterparts, each of which shall constitute an original document. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Dated: August 9, 2005

Commissioner of Insurance for the State of California

By: 
Richard D. Baum
Chief Deputy

Dated: August 5, 2005

Sierra National Insurance Holdings, Inc.

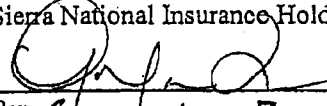
By: 
George Lee, Receiver

EXHIBIT D

LODGED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2005 AUG 18 PM 2:57
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

BY [Signature]

Priority
 Send
 Clsd
 Enter
 JS-5/JS-6

FILED
CLERK, U.S. DISTRICT COURT
SEP 12 2005
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JOHN GARAMENDI,
Plaintiff,
v.
ALTUS FINANCE S.A., et al.,
Defendants.

SIERRA NATIONAL INSURANCE
HOLDINGS, INC., et al.,
Plaintiffs,
v.
CREDIT LYONNAIS S.A., et al.,
Defendants.

Case No. 99-02829 AHM (CWx) ✓

[Consolidated for all purposes with
CV-01-01339 AHM (CWx)]

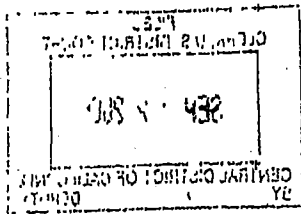
~~PROPOSED~~ ORDER
GRANTING MOTION OF
PLAINTIFFS SIERRA
NATIONAL INSURANCE
HOLDINGS, INC. AND
GEORGIA LEE AND PLAINTIFF
JOHN GARAMENDI FOR
ORDER APPROVING
SETTLEMENT AND RETAINING
JURISDICTION

[Signature]

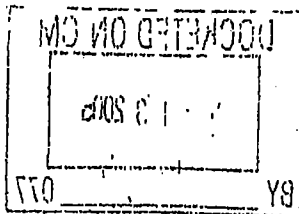
DOCKETED ON CM
SEP 13 2005
BY [Signature] 077

[PROPOSED] ORDER GRANTING MOTION OF SIERRA NATIONAL INSURANCE HOLDINGS AND GEORGIA LEE AND
JOHN GARAMENDI FOR ORDER APPROVING SETTLEMENT AND RETAINING JURISDICTION

3436



Priority _____
Special _____
General _____
Express _____
Registered _____
Certified _____



1 WHEREAS, the Court has reviewed and considered the Motion of
2 Plaintiffs Sierra National Insurance Holdings, Inc., and Georgia Lee, as Receiver
3 for Sierra National Insurance Holdings, Inc. (together "Sierra") and Plaintiff John
4 Garamendi, Insurance Commissioner of California and as Conservator, Liquidator
5 and Rehabilitator of Executive Life Insurance Company ("the Commissioner") for
6 an Order Approving Settlement and Retaining Jurisdiction;

7 WHEREAS, Sierra and the Commissioner have entered into an
8 Agreement Between Commissioner and Sierra, dated August 5, 2005 (the
9 "Commissioner/Sierra Agreement") as a part of the comprehensive settlement of
10 disputes of both Plaintiffs with Credit Lyonnais, Consortium de Realisation S.A.
11 and CDR-Enterprises (the "CDR Parties"),

12 And good cause appearing therein, the Court GRANTS the parties'
13 motion and ORDERS the following:

14 1. The Commissioner/Sierra Agreement is hereby incorporated by
15 reference as if set forth fully herein.

16 2. This Court retains exclusive jurisdiction over any challenges to
17 or disputes regarding the implementation or enforcement of the
18 Commissioner/Sierra Agreement and this Order.

19 3. The Commissioner/Sierra Agreement and its implementation
20 are legal, valid, binding and enforceable.

21
22
23
24
25
26
27
28

1 4. All objections to the Commissioner/Sierra Agreement that were
2 made or could have been made are found to be without merit and are hereby, and
3 in all respects, denied, overruled and rejected.

SCANNED

4 IT IS HEREBY SO ORDERED.

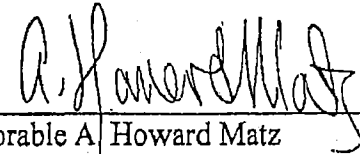
5

6

7

8

Dated: 9/12/2005


Honorable A. Howard Matz
United States District Judge

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

COPY

REC'D
JUL 09 2015
FILING WINDOW

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Karen Ho (SBN 274027)
kho@ecjlaw.com
ERVIN COHEN & JESSUP LLP
9401 Wilshire Boulevard, Ninth Floor
Beverly Hills, California 90212-2974
Telephone (310) 273-6333
Facsimile (310) 859-2325

Harry J. Levine (SBN 105972)
levineh@insurance.ca.gov
CALIFORNIA DEPARTMENT OF INSURANCE
LEGAL DIVISION
45 Fremont Street, 21st Floor
San Francisco, CA 94105
Telephone: (415) 538-4109
Facsimile: (415) 904-5490

Attorneys for Insurance Commissioner of the State of
California in his capacity as Rehabilitator/Liquidator of
Executive Life Insurance Co.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

Applicant,

v.

EXECUTIVE LIFE INSURANCE COMPANY,
a California corporation, and DOES 1 through
1000,

Respondents.

No. BS 006912

Assigned for all purposes to the
Honorable Ruth A. Kwan

[PROPOSED] ORDER GRANTING
INSURANCE COMMISSIONER OF
THE STATE OF CALIFORNIA'S
APPLICATION TO APPROVE
SETTLEMENT AGREEMENT WITH
ARTEMIS S.A. IN *ALTUS*

Date: August 27, 2015
Time: 9:00 a.m.
Place: Dept. 72

1 The Insurance Commissioner of California's Application To Approve Settlement
2 Agreement with Artemis S.A. in *Altus* came on for hearing on August 27, 2015 at 9:00 a.m. in
3 Department 72 of the above-captioned Court, the Honorable Ruth A. Kwan presiding.

4 Upon review of the Application, all papers filed, the argument of counsel, and good cause
5 appearing,

6 **IT IS HEREBY ORDERED THAT:**

7 The Application To Approve Settlement Agreement with Artemis S.A. in *Altus* is
8 GRANTED and the Commissioner is authorized to implement the Settlement Agreement.

9
10 DATED: _____ 2015 _____

11 RUTH A. KWAN
12 Judge of the Superior Court
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COPY

ERVIN COHEN & JESSUP ^{LLP}

1 Karen Ho (SBN 274027)
kho@ecjlaw.com
2 **ERVIN COHEN & JESSUP LLP**
9401 Wilshire Boulevard, Ninth Floor
3 Beverly Hills, California 90212-2974
Telephone (310) 273-6333
4 Facsimile (310) 859-2325

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

JUL 09 2015

5 Adam M. Cole (SBN 145344)
6 Harry J. Levine (SBN 105972)
CALIFORNIA DEPARTMENT OF INSURANCE
7 **LEGAL DIVISION**
45 Fremont Street, 21st Floor
8 San Francisco, CA 94105
Telephone: (415) 538-4109
9 Facsimile: (415) 904-5490
E-mail: levineh@insurance.ca.gov

Sherri R. Carter, Executive Officer/Clerk
By: Paul So, Deputy

10 Attorneys for Attorneys for Insurance Commissioner
11 of the State of California in his capacity as Rehabilitator/Liquidator
of Executive Life Insurance Co.

12
13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16
17 INSURANCE COMMISSIONER OF THE
STATE OF CALIFORNIA,

Case No. BS 006912

18 Applicant,

PROOF OF SERVICE

19 v.

Assigned for all purposes to the
Honorable Ruth Ann Kwan
Department 72

20 EXECUTIVE LIFE INSURANCE
21 COMPANY, a California corporation, and
DOES 1 through 1000,

[Application for Order Approving Payment of
Administrative Expenses; Memorandum of
Points and Authorities; [Proposed] Order
lodged concurrently herewith]

22 Respondent.
23
24
25
26
27
28

Date: July 14, 2015
Time: 9:30 a.m.
Place: Dept. 72

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 9401 Wilshire Boulevard, Ninth Floor, Beverly Hills, CA 90212-2974.

On July 9, 2015, I served true copies of the following documents described as:

APPLICATION TO APPROVE SETTLEMENT AGREEMENT WITH ARTEMIS S.A. IN ALTUS LITIGATION; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF;

DECLARATION OF DAVID E. WILSON IN SUPPORT OF APPLICATION TO APPROVE SETTLEMENT AGREEMENT WITH ARTEMIS S.A.; AND

[PROPOSED] ORDER GRANTING INSURANCE COMMISSIONER OF THE STATE OF CALIFORNIA'S APPLICATION TO APPROVE SETTLEMENT AGREEMENT WITH ARTEMIS S.A. IN ALTUS

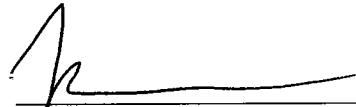
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Ervin Cohen & Jessup LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 9, 2015, at Beverly Hills, California.



Zora Thomas

SERVICE LIST

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

David M. Higgins
HIGGINS SETTLEMENT LAW GROUP
11355 West Olympic Boulevard, Suite 200
Los Angeles, CA 90064
Tel: 213.833.0202
Fax: 213-291-8300

Phillip Warden, Esq.
PILLSBURY WINTHROP LLP
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111
TEL: (415) 983-7260
FAX (415) 983-1200

William Carlisle Herbert
FOLEY & LARDNER
321 North Clark Street, Suite 2800
Chicago, IL 60610
P 312.832.4500
F 312.832.4700

Roger McNitt
MCNITT & LOEB
800 Silverado Street, Second Floor
La Jolla, California 92037
Telephone: (858) 551-2464
Facsimile: (858) 551-2434

Jeff Dulberg, Esq.
PALCHULSKI, STANG, ZIEHL & YOUNG
10100 Santa Monica Boulevard - Suite 1100
Los Angeles, CA 90067
TEL (310) 277-6910
FAX (310) 201-0760

Christopher E. Prince, Esq.
SONNENSCHN NATH & ROSENTHAL LLP
601 South Figueroa Street, Suite 2500
Los Angeles, CA 90017-5704
TEL: (213) 623-9300
FAX: (213) 623-9924

Marc M. Seltzer
SUSMAN GODFREY LLP
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067-1606
Tel: 310.789.3105
Fax: 310.789.3150

Robert Wallan, Esq.
Catherine Meyer, Esq.
PILLSBURY WINTHROP LLP
725 South Figueroa - Suite 2800
Los Angeles, CA 90017
TEL: (213) 488-7100
FAX: (213) 629-1033

Charles O. Monk, Esq.
SAUL, EWING, WEINBERG & GREEN
Lockwood Place, 8th Floor
500 East Pratt Street
Baltimore, MD 21202
TEL (410) 332-8600
FAX (410) 332-8862
(410) 332-8863

Theodore N. Miller
Joshua Anderson
SIDLEY & AUSTIN
555 West Fifth Street - 40th Floor
Los Angeles, CA 90013-1010
TEL: (213) 896-6000
TEL: (213) 896-6687 (direct) Anderson
FAX (213) 896-6600

Daniel T. Glowski
Vice President and Assistant General Counsel
RGA Reinsurance Company
16600 Swingley Ridge Road
Chesterfield, MO 63017
TEL: (636) 736-7209
FAX: (636) 736-7609

Josephine Boccia Link, Esq.
SWISS RE LIFE & HEALTH INSURANCE COMPANY
175 King Street
Armonk, NY 10504
TEL: (914) 828-8994
FAX: (914) 828-7994

1 Barry E. Hinkle, Esq.
 Linda Baldwin Jones, Esq.
 2 **WEINBERG, ROGER & ROSENFELD**
 1001 Marina Village Parkway, Suite 200
 3 Alameda, CA 94501
 TEL: (510) 337-1001
 4 FAX (510) 337-1023

Michael M. Maddigan
 Kelsey Larson
O'MELVENY & MYERS LLP
 400 South Hope Street
 Los Angeles, CA 90071
 TEL: (213) 430-6000
 FAX: (213) 430-6407

5 Peter J. Gregora, Esq.
IRELL & MANELLA
 6 1800 Avenue of the Stars
 Los Angeles, CA 90067
 7 TEL: (310) 203-7943
 8 FAX: (310) 203-7199

Jeffrey L. Schaffer, Esq.
 Ethan P. Schulman, Esq.
HOWARD RICE NEMEROVSKI CANADY
FALK AND RABKIN
 Three Embarcadero Center, Seventh Floor
 San Francisco, CA 94111-4024
 TEL: (415) 217-5910
 FAX: (415) 434-1600

9 John F. Hartigan, Esq.
 10 **MORGAN, LEWIS & BOCKIUS**
 300 South Grand Avenue - 22nd Floor
 Los Angeles, CA 90071-3132
 11 TEL: (213) 612-2500
 12 FAX (213) 612-2554

Willard Roberts, Esq.
 Estate Trust Manager
CALIFORNIA DEPARTMENT OF INSURANCE
 Conservation & Liquidation Office
 P.O. Box 26894
 San Francisco, CA 94126-0894
 TEL: (415) 676-5034
 FAX: (415) 676-5002

13 Joseph W. Cotchett, Esq.
 14 **COTCHETT, PITRE, SIMON & MCCARTHY**
 San Francisco Airport
 Office Center
 840 Malcolm Road, Suite 200
 Burlingame, CA 94010
 16 TEL: (650) 697-6000
 17 FAX: (650) 697-0577

John F. Finston, Esq.
 Philip A. O'Connell, Jr., Esq.
 Katherine J. Eddy, Esq.
SONNENSCHN NATH & ROSENTHAL LLP
 525 Market Street, 26th Floor
 San Francisco, CA 94105
 TEL: (415) 882-5000
 FAX: (415) 543-5472

18 Leonard Barrack, Esq.
BARRACK, RODOS & BACINE
 3300 Two Commerce Square
 2001 Market Street
 Philadelphia, PA 19103
 20 TEL: (215) 963-0600
 21 FAX: (215) 963-0838

22 Franklin D. O'Loughlin, Esq.
 Cindy C. Oliver, Esq.
ROTHGERBER JOHNSON & LYONS LLP
 One Tabor Center, Suite 3000
 1200 Seventeenth Street
 Denver, CO 80202-5855
 24 TEL: (303) 623-9000
 25 FAX: (303) 623-9222

26
 27
 28