

UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY

IN THE MATTER OF:)

GREENBERG TRAURIG LLP)
MIAMI, FLORIDA)

AA-EC-06-96

STIPULATION AND CONSENT ORDER

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”) has informed Greenberg Traurig LLP (the “Firm”) that it intends to pursue enforcement action against the Firm, pursuant to the OCC’s authority under 12 U.S.C. § 1818; and

WHEREAS, the OCC has concluded an agreement with the Firm dated October 31, 2006 (the “Agreement”), which the parties hereto incorporate into this Stipulation and Consent Order; and

WHEREAS, without admitting or denying any liability, wrongdoing or other improper conduct, but, in the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings with respect to this matter, and pursuant to Rule 408 of the Federal Rules of Evidence, the Firm consents to issuance of an order assessing a Civil Money Penalty pursuant to 12 U.S.C. § 1818(i);

NOW, THEREFORE, in consideration of the above premises, it is stipulated between the Comptroller, through his duly authorized representative, and the Firm that:

ARTICLE I

JURISDICTION

(1) Hamilton Bank, N.A. of Miami, Florida (“Hamilton”), was a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*, until closed by the Comptroller on January 11, 2002. Accordingly, Hamilton was an Insured Depository Institution.

(2) The Firm served as special outside counsel for Hamilton within six (6) years from the date hereof (see 12 U.S.C. § 1818(i)(3)).

(3) Pursuant to 12 U.S.C. § 1813(q), the Comptroller is the “appropriate Federal banking agency” to maintain an enforcement proceeding, if necessary, relating to Hamilton. Therefore, the Firm hereby consents to the jurisdiction of the Comptroller under 12 U.S.C. § 1818 with respect to the matters subject to this Stipulation and Consent Order, and, solely for the purposes of assuring the Comptroller’s authority to enforce this Stipulation and Consent Order, the Firm expressly agrees not to contest the authority or jurisdiction of the Comptroller to enforce this Stipulation and Consent Order.

ARTICLE II

CIVIL MONEY PENALTY

(1) The Firm hereby consents to the payment of a civil money penalty in the amount of seven-hundred-fifty-thousand dollars (\$750,000), which shall be paid upon execution of this Stipulation and Consent Order.

(2) The Firm shall make payment in full by cashier’s check or certified check made payable to the Treasurer of the United States and shall deliver the payment to: Comptroller of

the Currency, P.O. Box 979012, St. Louis, Missouri 63197-9000. The docket number of this case should be entered on the payment. The Firm shall send a copy of the cashier's check or certified check to the attention of the Director of the Enforcement and Compliance Division of the Office of the Comptroller of the Currency.

(3) This Stipulation and Consent Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. §§ 1818(h) or (i) (as amended).

ARTICLE III

WAIVERS

- (1) By executing this Stipulation and Consent Order, the Firm waives:
 - (a) the right to the issuance of Notice pursuant to 12 U.S.C. § 1818(i), and instead recognizes the letter issued by Office of the Comptroller of the Currency Director of Special Supervision, Ronald G. Schneck, dated July 21, 2005 (the "Letter"), to constitute a valid substitute Notice of Assessment;
 - (b) all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(i) and 12 C.F.R. Part 19;
 - (c) all rights to seek judicial review of this Stipulation and Consent Order;
 - (d) all rights in any way to contest the validity of this Stipulation and Consent Order;
 - (e) any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or this Stipulation and Consent Order, whether arising under common law or

under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412; and

- (f) all rights to assert a “double jeopardy” claim in the event of a criminal prosecution brought by the Department of Justice for the acts which form the basis for issuance of this Stipulation and Consent Order.

(2) It is hereby agreed that the provisions of this Stipulation and Consent Order constitute a settlement of the civil money penalty proceeding contemplated by the Comptroller. The Comptroller agrees not to institute proceedings for the specific acts, omissions, or violations contained in the Letter, unless such acts, omissions, or violations reoccur.

(3) The Firm understands that nothing herein shall preclude any proceedings brought by the Comptroller to enforce the terms of this Stipulation and Consent Order, and that nothing herein constitutes, nor shall the Firm contend that it constitutes, a waiver of any right, power, or authority of any other representatives of the United States or agencies thereof, including the Department of Justice, to bring other actions deemed appropriate.

ARTICLE IV

OTHER PROVISIONS

(1) This Stipulation and Consent Order shall take effect upon its issuance, and shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and become final pursuant to 12 U.S.C. § 1818. This Stipulation and Consent Order shall remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Stipulation and Consent Order shall have been amended, suspended, waived, or terminated in writing by the Comptroller.

(2) This Stipulation and Consent Order is “issued with the consent of . . . the institution-affiliated party concerned,” pursuant to 12 U.S.C. § 1818(h)(2).

(3) Other than the Agreement referenced above, no separate promise or inducement of any kind has been made by the Comptroller, or his officers or employees, to cause or induce the Firm to consent to this Stipulation and Consent Order.

(4) Any failure by the Firm to comply with this Stipulation and Consent Order shall be subject to enforcement for the longer of

- (a) the period allowed by the applicable statute of limitations, or
- (b) five (5) years following the failure to comply.

IN TESTIMONY WHEREOF, the undersigned has hereunto set his hand.

/s/ Cesar L. Alvarez

On behalf of Greenberg Traurig LLP:
Cesar L. Alvarez
Chief Executive Officer

10/31/06

Date

IT IS SO ORDERED.

/s/ John W. Quill

On behalf of the Office of the Comptroller of the
Currency:
John W. Quill
Deputy Comptroller for Special Supervision

10/31/06

Date

**AGREEMENT BETWEEN
GREENBERG TRAURIG LLP
AND
THE OFFICE OF THE COMPTROLLER OF THE CURRENCY**

WHEREAS, the Office of the Comptroller of the Currency of the United States of America (“Comptroller” or “OCC”) wishes to protect the interests of the United States banking system and, toward that end, wishes to encourage insured depository institutions to operate safely and soundly and in accordance with all applicable laws, rules and regulations; and

WHEREAS, Greenberg Traurig LLP (the “Firm”) supports the OCC’s objectives, and wishes to memorialize that it supports these objectives by signing this Agreement (the “Agreement”); and

WHEREAS, for purposes of this Agreement and any proceeding concerning this Agreement, the Firm acknowledges and stipulates that: (a) Hamilton Bank, N.A. of Miami, Florida (“Hamilton”), was a national banking association, chartered and examined by the Comptroller, pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*, until closed by the Comptroller on January 11, 2002, and, accordingly, Hamilton was an Insured Depository Institution, (b) the Firm served as special outside counsel for Hamilton within six (6) years from the date hereof (see 12 U.S.C. § 1818(i)(3)), and (c) pursuant to 12 U.S.C. § 1813(q), the Comptroller is the “appropriate Federal banking agency” to maintain an enforcement proceeding, if necessary, relating to Hamilton.

THEREFORE, the OCC and the Firm hereby memorialize their joint support for these shared objectives by executing this Agreement.

- (1) For purposes of this Agreement, the following definitions shall apply:

- (a) “Federal Banking Agency” shall mean the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Office of Thrift Supervision, and the National Credit Union Administration.
- (b) “Federal Banking Laws” shall mean the statutes contained in Title 12 of the United States Code and all regulations and regulatory interpretations promulgated by the Federal Banking Agencies.
- (c) The “Firm” shall mean Greenberg Traurig LLP and all predecessor and successor organizations.
- (d) “Firm Attorney” shall mean all partners, associates and other attorneys employed by the Firm.
- (e) “Insured Depository Institution” shall have the meaning provided in 12 U.S.C. § 1813(c)(2) (“Insured depository institutions”), and shall also include credit unions as defined in 12 U.S.C. § 1752(1), entities identified in 12 U.S.C. § 1813(c)(3), and any subsidiaries of such institutions or entities; and shall also include any bank holding company as defined in 12 U.S.C. § 1841(a) and any savings and loan holding company as defined in 12 U.S.C. §§ 1467a(a)(D)-(F).
- (f) “Knowledge” in any context as to a Firm Attorney shall mean the actual knowledge of such attorney or reckless disregard by such attorney of the facts.
- (g) “Knowledge” in any context as to the Firm shall mean (i) the knowledge of the Firm Attorney in charge of the matter, or (ii) knowledge of another Firm Attorney where such knowledge should have been, but was not, requested by the Firm

Attorney in charge of the matter in the reasonable exercise of his or her supervisory responsibility.

(h) “Knowingly” shall mean that a Firm Attorney has acted voluntarily and intentionally to violate the terms of this Agreement and not because of inadvertence, ignorance, mistake, or accident.

(i) “Recklessly” shall mean that a Firm Attorney acts in disregard of, and evidencing conscious indifference to, a known or obvious risk.

(2) Without admitting or denying any liability, wrongdoing or other improper conduct, the Firm hereby consents to the jurisdiction of the Comptroller under 12 U.S.C. § 1818 with respect to the matters subject to this Agreement, and, solely for the purposes of assuring the Comptroller’s authority to enforce this Agreement, the Firm expressly agrees not to contest the authority or jurisdiction of the Comptroller to enforce this Agreement.

(3) The OCC has emphasized its objective of ensuring that the representation of Insured Depository Institutions by lawyers and law firms is undertaken, organized and conducted for the purpose of assisting such institutions to identify, acknowledge, understand and fulfill their obligations under the Federal Banking Laws. The Firm shares this objective, and commits itself to undertake the following measures to ensure that every representation by the Firm of an Insured Depository Institution is conducted by Firm Attorneys in a manner consistent with this objective.

(4) With respect to the Firm:

(a) The Firm shall administer training to each Firm Attorney who represents, or undertakes to represent, any Insured Depository Institution to ensure that such

Firm Attorneys understand and fulfill their obligations and the Firm complies with the provisions of this Agreement.

- (b) The Firm, in considering whether it may undertake the representation of any Insured Depository Institution in any matter, shall comply with a policy for client intake, the quality of which shall comply with the industry standard for law firms of comparable size, including its procedures for checking, identifying and addressing potential conflicts of interest and documenting the resolution of any potential conflicts of interest. In addition, the Firm shall, as required by the applicable rules of professional responsibility, with respect to each Insured Depository Institution that it undertakes to represent, confirm in writing, or obtain written confirmation of, the nature of the representation at or about the time the Firm is retained for such representation.
- (c) The Firm shall not, in the same transaction or matter, knowingly represent both (i) an Insured Depository Institution and (ii) any other person or entity, including another Insured Depository Institution, with respect to a matter in which the interests of the Insured Depository Institution and the other person or entity are adverse under the applicable rules of professional responsibility unless: (A) each such client (if a corporate entity, by an appropriate officer who has no conflicting duty to the other party) consents to such representation in such matter after full disclosure concerning the nature of any such conflict in that matter, which disclosure and consent shall be appropriately documented by the Firm; and (B) such representation is permitted by the applicable standards of professional conduct.

- (d) The Firm shall retain, for a minimum of five years, all documentation and files concerning all conflict checks pertaining to a new or proposed matter to be handled by the Firm for an Insured Depository Institution. The Firm shall also retain all documentation prepared during, and all files pertaining to, its representation of an Insured Depository Institution that will provide an accurate and complete record of the transaction or the matter undertaken. This retention shall continue in accordance with the Firm's record retention policy.
- (e) If, during the Firm's representation of an Insured Depository Institution, the OCC notifies the Firm's General Counsel of any OCC concern about work performed by the Firm or statements made by any Firm Attorney in connection with such representation, then the Firm shall conduct a prompt review of the Firm's work in connection with such representation and take appropriate action based on such review.
- (5) With respect to Firm Attorneys:
- (a) Firm Attorneys shall not knowingly or recklessly make, bring about, participate in, or aid or abet the making of any materially inaccurate factual statement to any Insured Depository Institution or to any Federal Banking Agency (including by failing, where required by the applicable standard of care owed to an Insured Depository Institution or a Federal Banking Agency, to corroborate, or expressly note the absence of available corroboration, for all material factual statements made by any officers or employees of an Insured Depository Institution and upon which Firm Attorneys rely in making factual representations on behalf of such institution to any Federal Banking Agency).

(b) Firm Attorneys shall correct any document that they have prepared after the date that this Agreement is executed by representatives of the OCC and the Firm and that the Firm or any Firm attorney knows or should know will be relied upon by, or submitted to, a Federal Banking Agency or any Insured Depository Institution if to the subsequent knowledge of the Firm or any Firm attorney such document contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made in the document, in light of the circumstances under which they were made, not misleading. Such correction shall be promptly submitted to the Insured Depository Institution and, if the uncorrected document has been submitted to, or relied upon by, a Federal Banking Agency, the Firm shall advise the Insured Depository Institution to promptly submit the corrected document to such Federal Banking Agency.

(c) Firm Attorneys who represent Insured Depository Institutions shall confirm in writing at least annually that they have undertaken the Firm's training regarding the obligations of Firm Attorneys in connection with the representation of Insured Depository Institutions.

(6) This Agreement shall terminate five (5) years from the date it is executed by duly authorized representatives of both parties.

(7) The Firm shall retain all records or files required to be created or maintained pursuant to this Agreement while this Agreement is in effect or for three years after the record or file was created, whichever period is longer.

(8) Subject to the limitations set forth in this paragraph the Firm shall promptly respond to any request from the OCC for the Firm's documents that the OCC reasonably requires to

determine compliance with this Agreement. Nothing contained herein shall require the Firm to provide the OCC information protected by an attorney-client or work product privilege unless waived in writing by the holder of the privilege. The Firm shall not be obligated to provide such documents except pursuant to a subpoena, the validity of which the Firm or any other interested party may challenge, to the extent permitted by law or regulation. In the event that the Firm seeks to withhold documents from the OCC under a claim of privilege, the Firm shall provide the OCC with a privilege log containing a description of each document withheld and listing the document's date, its author, the names and positions of persons to whom the document was or has been provided, the applicable privilege asserted, and such other non-privileged information as may reasonably be requested by the OCC for the purpose of determining the validity of the claim of privilege. Nothing contained herein shall be construed as restricting or otherwise limiting in any way the OCC's access under its examination authority, 12 USC 481, to the books, records, or information of an institution under its supervision.

(9) The Firm acknowledges that it has read this Agreement through its representatives and understands the premises and obligations of this Agreement. Furthermore, other than the Stipulation and Consent Order executed between the OCC and the Firm on October 31, 2006, the Firm declares that no separate promise or inducement of any kind has been made by the Comptroller, his agents or employees to cause or induce the Firm to agree to consent to and/or execute this Agreement.

(10) This Agreement is intended to be, and shall be construed to be, a supervisory "written agreement entered into with the agency," as contemplated by 12 U.S.C. § 1818(b)(1), and is further intended by the parties to be binding and enforceable with respect to the Firm and the OCC. This Agreement expressly does not form, and may not be construed to form, a contract

that could give rise to a claim for damages against the OCC, other Federal Banking Agencies or the United States. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Firm under its supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Firm also expressly acknowledges that no OCC officer or employee has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other Federal Banking Agency or entity, or any officer or employee of any of those entities to a contract affecting the OCC's exercise of its supervisory responsibilities.

(11) The Firm, by signing this Agreement, hereby waives:

(a) the issuance of any notice pursuant to 12 U.S.C. § 1818(b);

(b) any and all procedural rights available in connection with the issuance of this Agreement;

(c) all rights to seek any type of administrative or judicial review of this Agreement;
and

(d) any and all rights to challenge or contest the validity of the Agreement.

(12) The Firm understands that nothing herein shall preclude any proceedings brought by the Comptroller to enforce the terms of this Agreement, and that nothing herein constitutes, nor shall the Firm contend that it constitutes, a waiver of any right, power, or authority of any other representatives of the United States or agencies thereof, including the Department of Justice, to bring other actions deemed appropriate. The Firm acknowledges that this Agreement may be used in any proceeding brought by the Comptroller to enforce this Agreement.

(13) The terms of this Agreement and the accompanying Stipulation and Consent Order, including this paragraph, are not subject to amendment or modification by any extraneous

expression, prior agreements or arrangements, or negotiations between the parties, whether oral or written.

(14) Nothing contained herein shall be construed to require or permit the Firm to violate applicable rules of professional responsibility nor any Federal Banking Laws.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands.

/s/ John W. Quill

10/31/06

On behalf of the Office of the Comptroller of the
Currency:
John W. Quill
Deputy Comptroller for Special Supervision

Date

/s/ Cesar L. Alvarez

10/31/06

On behalf of Greenberg Traurig LLP:
Cesar L. Alvarez
Chief Executive Officer

Date