IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE

JOHN YOST, GERALD L. SANDERS, JOSEPH WETEGROVE, and ANTHONY SMITH, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

FIRST HORIZON NATIONAL CORPORATION; GERALD L. BAKER; J. KENNETH GLASS; SIMON F. COOPER; JAMES A. HASLAM, III; COLIN V. REED; MARY F. SAMMONS; ROBERT B. CARTER; R. BRAD MARTIN; VICKI R. PALMER; WILLIAM B. SANSOM; ROBERT C. BLATTBERG; MICHAEL D. ROSE; LUKE YANCY III; JONATHAN P. WARD; GEORGE E. CATES; PENSION, SAVINGS AND FLEXIBLE COMPENSATION COMMITTEE; ROBERT E. ELLIS; FIRST TENNESSEE BANK, N.A.; HIGHLAND CAPITAL MANAGEMENT CORPORATION; MARTIN & COMPANY, INC.; RETIREMENT INVESTMENT COMMITTEE; THOMAS C. ADAMS, JR.; RHOMES AUR; KENNETH R. BOTTOMS; CHARLES G. BURKETT; JOHN M. DANIEL; ANN FITE; JAMES F. KEEN; GERALD LAURAIN; PETE MAKOWIECKI; LARRY B. MARTIN; SARAH MEYERROSE; MARLIN L. MOSBY, III; ELBERT L. THOMAS, JR.; WILLIAM E. WEAVER, JR.; ALVENIA CUNNINGHAM; BONNIE ZOCCOLA; BRUCE HOPKINS; KAREN KRUSE; DEBORAH MCDONALD; SANDY RAGLAND; KAREN SONES; WILL TAYLOR; and DOES 1 – 100,

Defendants.

Civil Action No. 08-02293

Judge S. Thomas Anderson

Magistrate Judge Charmiane G. Claxton

SETTLEMENT AGREEMENT AND RELEASE

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This Settlement Agreement and Release ("Settlement Agreement" or "Agreement")[1] is entered into by and among Plaintiffs John Yost, Gerald L. Sanders, Joseph Wetegrove, and Anthony Smith (defined below as "Plaintiffs"), on their own behalf and on behalf of the Class, and Defendants First Horizon National Corporation ("First Horizon" or the "Company"), First Tennessee Bank National Association ("FTNB"); Highland Capital Management Corporation ("Highland"); Martin & Company, Inc. ("Martin"); the Retirement Investment Committee (defined below as "RIC"); the Pension, Savings and Flexible Compensation Committee (defined below as "Administrative Committee"); Gerald L. Baker; J. Kenneth Glass; Simon F. Cooper; James A. Haslam, III; Colin V. Reed; Mary F. Sammons; Robert B. Carter; R. Brad Martin; Vicki R. Palmer; William B. Sansom; Robert C. Blattberg; Michael D. Rose; Luke Yancy III; Jonathan P. Ward; George E. Cates; Robert E. Ellis; Thomas C. Adams, Jr.; Rhomes Aur; Kenneth R. Bottoms; Charles G. Burkett; John M. Daniel; Ann Fite; James F. Keen; Gerald Laurain; Pete Makowiecki; Larry B. Martin; Sarah Meyerrose; Marlin L. Mosby, III; Elbert L. Thomas, Jr.; William E. Weaver, Jr.; Alvenia Cunningham; Bonnie Zoccola; Bruce Hopkins; Karen Kruse; Deborah McDonald; Sandy Ragland; Karen Sones; Will Taylor; and Does 1-100 (defined below as the "Individual Defendants") (collectively, First Horizon, FTNB, Highland, Martin, the RIC, the Administrative Committee, and the Individual Defendants are defined below as the "Defendants").

RECITALS

WHEREAS, the initial complaint in this Action was filed against Defendants on May 9, 2008 by plaintiff Troy Sims on behalf of all others similarly situated, alleging claims under the

[1] Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in section I of this Settlement Agreement.

Employee Retirement Income Security Act of 1974 ("ERISA") to recover losses to the First Horizon National Corporation Savings Plan (defined below as "Plan");

WHEREAS, this lawsuit alleged that, for certain periods of time, it was imprudent for the Plan to: (1) offer as an investment option a fund that invested primarily in the common stock of First Horizon ("FHN Stock Fund" or "First Horizon Stock Fund" or "Fund"); and (2) offer First Horizon's proprietary mutual funds ("First Funds");

WHEREAS, on September 17, 2008, Plaintiffs filed their Amended Complaint, naming a new plaintiff, John Yost, as well as new Defendants;

WHEREAS, on October 21, 2008, Defendants filed a Motion to Dismiss and a Motion for Summary Judgment seeking dismissal of all of plaintiffs' claims asserted in the Amended Complaint.

WHEREAS, on April 30, 2009, the Court denied without prejudice Defendants' Motion for Summary Judgment on the First Funds claims pending discovery;

WHEREAS, on September 30, 2009, the Court issued an Opinion and Order granting, in part, and denying, in part, Defendants' Motion to Dismiss;

WHEREAS, Defendants' motion for Interlocutory Appeal of the Court's decision was denied by the Sixth Circuit Court of Appeals on June 2, 2010, and Defendants' Motion for Reconsideration was denied by the District Court on October 19, 2010;

WHEREAS, on October 1, 2010, plaintiffs filed a Second Amended Complaint adding two new Plaintiffs, Kathleen Brennan and Gerald Sanders, and additional factual allegations supporting the same claims alleged in the First Amended Complaint;

WHEREAS, in January 2011, Kathleen Brennan dropped out of this lawsuit, leaving John Yost and Gerald Sanders as the named class representatives and plaintiffs, and on February

25, 2011, plaintiffs filed their Third Amended Complaint leaving John Yost and Gerald Sanders as the named class representatives;

WHEREAS, on June 3, 2011, the Court conditionally granted plaintiffs' Motion for Class Certification subject to the creation of subclasses for class members who had signed releases and the addition of new plaintiffs to serve as representatives of the release subclasses;

WHEREAS, on September 30, 2011, Plaintiffs filed a Fourth Amended Complaint ("Complaint") satisfying the Court's request to create release subclasses and adding two new plaintiffs, Joseph Wetegrove and Anthony Smith, to serve as class representatives for the release subclasses, and, with Defendants' consent, moved for final certification in accordance with the Court's June 3, 2011 Order.

WHEREAS, Plaintiffs believe that the claims asserted in the Complaint have merit, but despite the alleged strengths of their case, after considering: (1) the benefits that Plaintiffs and the Class will receive from the Settlement; and (2) the uncertainties and risk of litigation, Plaintiffs have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate, and are in the best interests of the Plaintiffs and the Class;

WHEREAS, the Defendants have denied and continue to deny that they have committed any act or omission giving rise to any liability and/or violation of law, including any violations of ERISA or any other legal obligation or duty, and are entering into this Settlement to eliminate the burden and expense of further litigation and the risk of an adverse judgment were the litigation to proceed;

WHEREAS, entry into this Settlement Agreement is not an admission of liability by any Defendant;

WHEREAS, the Parties wish to promptly and fully resolve and settle with finality the Action;

NOW, THEREFORE, it is agreed, by and among the undersigned, that this Action shall be settled and dismissed with prejudice on the terms and conditions set forth herein, subject to judicial approval.

I. DEFINITIONS.

1.1 "Action" shall mean *John Yost, et. al v. First Horizon National Corporation*, No. 08-02293 (W.D. Tenn.).

1.2 "Administrative Committee" shall mean the Pension, Savings and Flexible Compensation Committee.

1.3 "Administration Costs" associated with the Settlement shall mean: (i) the costs and expenses associated with the production and dissemination of the Class Notice, except for costs associated with gathering and providing the names and last known addresses of the Class which are to be borne by Defendants; (ii) expenses associated with the preparation and filing of any tax reports and tax returns required to be filed by or on behalf of the Settlement Account necessitated by performance and implementation of this Settlement Agreement and any Court orders relating thereto except for the cost and expense associated with providing CAFA Notice, which cost shall be borne by Defendants; (iii) fees charged and expenses incurred by the financial institution associated with establishing, maintaining, and administering the Settlement Account; and (iv) fees and expenses associated with the services of the Settlement Administrator. Administration Costs shall not include Attorneys' Fees/Expenses or Case Contributions Awards.

1.4 "Agreement Execution Date" shall mean the date on which the final signature is affixed below to execute this Settlement Agreement.

1.5 "Attorneys' Fees/Expenses" shall mean any and all attorneys' fees, costs (including expert costs) and expenses of Plaintiffs' Counsel for their past, present, and future work, efforts, and expenditures in connection with this Action.

1.6 "CAFA Notice" means notice of this proposed Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

1.7 "Case Contribution Award" shall have the meaning ascribed to it in section 7.1.

1.8 "Class Counsel" shall mean Stember Feinstein Doyle & Payne LLC, and as of January 1, 2012, Stember Feinstein Doyle Payne & Kravec, LLC.

1.9 "Class Notice" or "Notice" shall mean the notice, identical in all material respects to that attached hereto as Exhibit B, to be provided directly to Class Members pursuant to section 2.2 and made available on the Settlement Website following the mailing of Class Notice.

1.10 "Court" or "District Court" shall mean the United States District Court for the Western District of Tennessee.

1.11 "Defendants" shall mean First Horizon, FTNB, Highland, Martin, the RIC, the Administrative Committee, and the Individual Defendants.

1.12 "Defendants' Counsel" shall mean Morgan, Lewis & Bockius, LLP.

1.13 "Distribution Amount" shall mean the money available for distribution to Class Members from the Settlement Amount, including any accrued interest thereon, after the payment of any approved Case Contribution Award, approved Attorneys' Fees/Expenses, Administration Costs, half of the total fees and costs of the Independent Fiduciary, Taxes, and Tax-Related Costs.

1.14 "DOL" shall mean the United States Department of Labor.

1.15 "Effective Date" shall mean the date upon which the Final Order and Judgment becomes both final and no longer subject to appeal or review (or further appeal or review), whether by exhaustion of any possible appeal, lapse of time, or otherwise.

1.16 "Escrow Account" or "Settlement Account" or "Settlement Fund" shall mean an account at an established financial institution agreed upon by the Parties that is established by Class Counsel within ten (10) calendar days of entry of the Preliminary Approval Order for the deposit of any amounts relating to the Settlement as funded by Defendants within thirty (30) calendar days of entry of the Preliminary Approval Order upon receipt of wiring instructions from Class Counsel. At all times, the Escrow Account shall be held in custody of law, subject to the approval of the Court.

1.17 "Escrow Agent" shall mean the Settlement Administrator, or whatever other person or entity is selected by Class Counsel with the Defendants' approval—but such approval not to be unreasonably withheld—to act as escrow agent for any portion of the Settlement Amount deposited in or accruing in the Escrow Account pursuant to this Agreement.

1.18 "Fairness Hearing" shall mean the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) to determine whether the Settlement Agreement should receive Final Approval by the Court on a date which is at least seventy-five (75) calendar days after the mailing of the Class Notice and at least ninety (90) calendar days after the mailing of the CAFA Notice.

1.19 "Final Order and Judgment" or "Final Judgment" shall mean a final order entered by the Court after the Fairness Hearing, identical in all material respects to that attached hereto as Exhibit C, granting its approval of the Settlement, dismissing with prejudice this Action pursuant to the term of the Settlement Agreement.

1.20 "Fund" or the "FHN Stock Fund" or the "First Horizon Stock Fund" shall mean the Plan's investment option which invested primarily in First Horizon common stock between January 1, 2006 and July 14, 2008.

1.21 "FHN Stock Fund Class Period" shall mean January 1, 2006 through July 14, 2008.

1.22 "First Funds" shall mean First Horizon's proprietary mutual funds that were offered as Plan investment options between May 9, 2002 and June 5, 2006.

1.23 "First Funds Class Period" shall mean May 9, 2002 through June 5, 2006.

1.24 "Funding Parties" shall mean First Horizon and the Insurer.

1.25 "Immediate Family Members" shall mean the parents, children, siblings, and spouses of any of the Defendants.

1.26 "Independent Fiduciary" shall mean a person or entity who may, at the election of both parties within thirty (30) business days of the date the Court enters the Preliminary Approval Order, be appointed by the appropriate fiduciary of the Plan or be designated by an amendment to the applicable governing documents for the Plan to consider whether to approve and authorize in writing this settlement in accordance with DOL Prohibited Transaction Class Exemption 2003-39.

1.27 "Individual Defendants" shall mean Gerald L. Baker; J. Kenneth Glass; Simon F. Cooper; James A. Haslam, III; Colin V. Reed; Mary F. Sammons; Robert B. Carter; R. Brad Martin; Vicki R. Palmer; William B. Sansom; Robert C. Blattberg; Michael D. Rose; Luke Yancy III; Jonathan P. Ward; George E. Cates; Robert E. Ellis; Thomas C. Adams, Jr.; Rhomes Aur; Kenneth R. Bottoms; Charles G. Burkett; John M. Daniel; Ann Fite; James F. Keen; Gerald Laurain; Pete Makowiecki; Larry B. Martin; Sarah Meyerrose; Marlin L. Mosby, III; Elbert L.

Thomas, Jr.; William E. Weaver, Jr.; Alvenia Cunningham; Bonnie Zoccola; Bruce Hopkins; Karen Kruse; Deborah McDonald; Sandy Ragland; Karen Sones; Will Taylor; and Does 1-100.

1.28 "Independent Fiduciary Release" shall have the meaning set forth in section 3.2(a).

1.29 "Insurer" shall mean Certain Underwriters at Lloyds London subscribing to Policy Number QA037807(1) that issued fiduciary liability insurance for the benefit of the Defendants with respect to the First Funds Class Period and the FHN Stock Fund Class Period.

1.30 "Named Plaintiffs" or "Plaintiffs" shall mean John Yost, Gerald L. Sanders, Joseph Wetegrove, and Anthony Smith.

1.31 "OCC" shall mean the Office of the Comptroller of the Currency.

1.32 "Plan" shall mean the First Horizon National Corporation Savings Plan.

1.33 "Parties" shall mean Plaintiffs and Defendants.

1.34 "Plaintiffs' Counsel" shall mean all attorneys who have appeared on behalf of Plaintiffs in this case.

1.35 "Plan of Allocation" shall mean the plan or formula of allocation of the Distribution Amount as approved by the Court, which plan or formula shall govern the distribution of the Distribution Amount, in the form attached hereto as Exhibit D. Notwithstanding any other provision of this Agreement, any revisions by the Court or any appellate court or otherwise relating solely to the Plan of Allocation shall not operate to terminate or cancel or otherwise affect this Agreement.

1.36 "Preliminary Approval Order" shall mean an order entered by the Court preliminarily approving the Settlement pursuant to section 2.1 identical in all material respects to that attached hereto as Exhibit A.

1.37 "Protective Order" shall mean the Order entered into by the Court on November 24, 2008. (Dkt. # 50).

1.38 "PTCE 2003-39" refers to ERISA Prohibited Transaction Class Exemption 2003-39, "Class Exemption for the Release of Claims and Extensions of Credit in Connection with Litigation," issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended.

1.39 "RIC" shall mean the Retirement Investment Committee.

1.40 "Released Claims" shall mean any and all claims, liabilities, demands, causes of action, or lawsuits, known or unknown (including Unknown Claims), and whether anticipated or unanticipated, of whatever kind and nature, character, and description—whether legal, statutory, equitable, or of any other type or form, whether under federal or state law, and whether brought in a representative or any other capacity—that were asserted in, arise out of, or are related to the subject matter of the Complaint. The released claims include all claims meeting this description under all applicable statutes, regulations, or common law.

1.41 "Released Parties" shall mean: (i) First Horizon and any and all of its current or former parents, affiliates, subsidiaries, predecessors and successors, as well as any and all of its current or former officers, directors, employees, agents, attorneys, insurers, reinsurers, auditors, accountants, committees, fiduciaries, administrators, actuaries, representatives, retained experts, and trustees; (ii) FTNB and any and all of its current or former parents, affiliates, subsidiaries, predecessors and successors, as well as any and all of its current or former officers, directors, employees, agents, attorneys, insurers, reinsurers, auditors, accountants, committees, fiduciaries, administrators, actuaries, representatives, retained experts, and trustees; (iii) Highland and any and all of its current or former parents, affiliates, subsidiaries, predecessors and successors, as

well as any and all of its current or former officers, directors, employees, agents, attorneys, insurers, reinsurers, auditors, accountants, committees, fiduciaries, administrators, actuaries, representatives, retained experts and trustees; (iv) Martin and any and all of its current or former parents, affiliates, subsidiaries, predecessors and successors, as well as any and all of its current or former officers, directors, employees, agents, attorneys, insurers, reinsurers, auditors, accountants, committees, fiduciaries, administrators, actuaries, representatives, retained experts, and trustees; (v) the RIC and its predecessors, successors, and current and former members; (vi) the Administrative Committee and its predecessors, successors, and current and former members; (vii) the Individual Defendants and any and all of their respective current or former agents, insurers, reinsurers, attorneys, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates and legal representatives; and (viii) the Insurer and any and all of its respective current or former parents, affiliates, subsidiaries, predecessors, officers, directors, employees, agents, attorneys, successors, and assigns.

1.42 "Releasors" shall mean the Named Plaintiffs and each Class Member individually and collectively, and subject to the Fairness Hearing, the Plan, as well as his, her, or its predecessors, successors, attorneys, partners, heirs, executors, administrators, beneficiaries, representatives, agents, and assigns.

1.43 "Settlement" shall mean the compromise and settlement embodied in this Settlement Agreement.

1.44 "Settlement Agreement" or "Agreement" shall mean this document embodying the compromise and settlement between the Parties.

1.45 "Settlement Administrator" shall mean A.B. Data, Ltd., or such other entity selected by Class Counsel, at their discretion.

1.46 "Settlement Amount" or "Amount" shall mean the total amount of $6,000,000.

1.47 "Class" or "Class Member(s)" shall mean the following four subclasses:

The First Horizon Stock Subclass (Subclass 1): Participants in and beneficiaries of the First Horizon National Corporation Savings Plan ("Plan"), excluding Defendants, who did not sign a release and whose accounts in the Plan were invested in First Horizon Common Stock between January 1, 2006 and July 14, 2008;

The First Funds Subclass (Subclass 2): Participants in and beneficiaries of the Plan, excluding Defendants, who did not sign a release and whose accounts in the Plan were invested in First Horizon's proprietary mutual or money market funds—the First Funds—between May 9, 2002 and June 5, 2006;

The First Horizon Stock/Release Subclass (Subclass 3): Participants in the Plan, excluding Defendants, whose accounts in the Plan were invested in First Horizon common stock between January 1, 2006 and July 14, 2008 and who signed releases, and persons who are Plan beneficiaries as a result of their relationship with a participant who signed a release; and

The First Funds/Release Subclass (Subclass 4): Participants in the Plan, excluding Defendants, whose accounts in the Plan were invested in First Horizon's proprietary mutual or money market funds—the First Funds—between May 9, 2002 and June 5 2006, and who signed releases, and persons who are Plan beneficiaries as a result of their relationship with a participant who signed a release.

1.48 "Settlement Website" shall have the meaning ascribed to it in section 2.6.

1.49 "Taxes" shall have the meaning ascribed to it in section 4.1(f).

1.50 "Tax-Related Costs" shall have the meaning ascribed to it in section 4.1(f).

1.51 "Term Sheet" means the written agreed term sheet entered into between the Parties on November 8, 2011 setting forth the material terms of the Settlement.

1.52 "Unknown Claims" shall mean any Released Claims which Plaintiffs or any members of the Class do not know or suspect to exist in their favor at the time of the release of the Released Parties which, if known by them, might have affected their settlement with and release of the Released Parties.

II. PRELIMINARY APPROVAL.

2.1 ***Motion for Preliminary Approval.*** As soon as practicable after execution of this Agreement and receipt of the names and last known addresses of the Class, Class Counsel will file a motion for preliminary approval of the Settlement with the District Court, including entry of an order identical in all material respects to the form of the Preliminary Approval Order attached as Exhibit A hereto and approval of Class Notice attached as Exhibit B hereto, which: (a) preliminarily approves the Settlement, including the Plan of Allocation of the Distribution Amount set forth in section 4.2; (b) establishes the Settlement Account as an account intended to qualify as a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and applicable Treasury regulations and provides that the District Court shall have continuing jurisdiction over the Settlement Account; (c) provides for notice to all members of the Class through first class mail, postage prepaid (the "Class Notice"); (d) finds that the Class Notice fairly and adequately: (i) describes generally the terms and binding effect of the Settlement and this Settlement Agreement and explains the Plan of Allocation; (ii) gives notice of the time and place of the Fairness Hearing; (iii) describes how an objection may be made to entry of the Final Approval Order and the deadline for the filing of such objection; (iv) describes how Class Counsel will apply to the District Court for an award of attorneys' fees and for reimbursement of costs and expenses, and the deadline for the filing of such application; and (v) describes how the Named Plaintiffs will apply to the District Court for Case Contribution Awards and the deadline for the filing of such application; (e) finds that service of the Class Notice via first class mail, postage prepaid, at the current or last known address provided by First Horizon is the best practicable methods of transmitting the Class Notice; and (f) confirms that the Class does not have the right to opt out of the Settlement.

2.2 ***Class Notice.*** Pursuant to the Preliminary Approval Order to be entered by the District Court, the Settlement Administrator shall cause the Class Notice to be disseminated to the Class no later than fifteen (15) calendar days after entry of the District Court's Preliminary Approval Order by first-class mail, postage prepaid.

2.3 The Class Notice will be sent to the last known mailing address of each Class Member, which mailing address will be updated through the National Change of Address ("NCOA") database. Defendants shall use their reasonable best efforts in good faith to provide the Settlement Administrator, in electronic format, within thirty (30) calendar days following the Agreement Execution Date, the names and last known addresses of the Class Members who will receive Class Notice. Defendants or the Plan trustee/record-keeper shall confirm the accuracy of such information or data provided. No charge against the Escrow Account or to Named Plaintiffs, Class Counsel, or the Class shall be made, directly or indirectly, for costs associated with gathering and providing the names and last known addresses of the Class.

2.4 ***Undeliverable Notices.*** In the event that a Class Notice sent by mail is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to obtain a valid mailing address within fifteen (15) calendar days of the date of the return of the Class Notice. Following each search that results in a corrected address, the Settlement Administrator shall promptly resend the Class Notice to the Class Member by first-class mail, postage prepaid.

2.5 ***Issuance of Notice Under the Class Action Fairness Act.*** Pursuant to CAFA, Defendants shall prepare and provide copies of the Class Notice to the appropriate individuals and/or entities as specified by 28 U.S.C. § 1715 (the "CAFA Notices"), within ten (10) calendar days after filing of the Preliminary Approval Motion. If any federal or state authority objects to and/or requests modifications of the Settlement Agreement, within ten (10) business days of

receiving any such objection or request, the Parties shall meet and confer regarding whether to modify the terms of this Settlement Agreement to facilitate the withdrawal of the objection and/or request. If the Parties do not mutually agree to modify the terms of this Settlement Agreement or to proceed with the existing Settlement Agreement notwithstanding the objection and/or request, the Parties shall submit their dispute to the Independent Fiduciary who shall evaluate the objection and/or request. If, after consideration of the objection and/or request, the Independent Fiduciary does not approve the Settlement as set forth in section III of this Settlement Agreement, then any party may terminate the Settlement Agreement in accordance with section 9.2(d). If, after consideration of the objection and/or request, the Independent Fiduciary approves the Settlement Agreement as set forth in section III of the Settlement Agreement, the Parties shall continue to take all actions reasonably necessary to effectuate this Agreement.

2.6 ***Settlement Website.*** No later than the first date that the mailing of the Class Notice occurs, the Settlement Administrator shall establish a settlement website that will contain the Class Notice and this Settlement Agreement and its exhibits (the "Settlement Website"). The Class Notice will identify the web address of the Settlement Website.

2.7 ***Settlement Information Line.*** No later than the first date that the mailing of the Class Notice occurs, the Settlement Administrator shall establish a case specific toll-free telephone number (the "Settlement Information Line") with an interactive voice response (IVR) system which Class Members can call to obtain additional information regarding the Settlement and leave messages regarding the Settlement which will be directed to Class Counsel to handle as appropriate.

2.8 ***No Rights of Exclusion.*** Class Members shall not be permitted to opt out of the Class.

2.9 ***Right to Object.*** Class Members shall be permitted to object to the Settlement. The requirements for filing an objection shall be as set forth in the Preliminary Approval Order.

III. INDEPENDENT FIDUCIARY.

3.1 Not later than thirty (30) business days after the Court's entry of the Preliminary Approval Order, the Parties will retain an Independent Fiduciary to evaluate this Settlement. The engagement of the Independent Fiduciary shall include an agreement in writing by the Independent Fiduciary to: (a) render a written opinion regarding the Settlement, the Plan of Allocation, the matters as to which the Independent Fiduciary is to opine and/or make a determination under PTCE 2003-39, and the Independent Fiduciary Release referenced in section 3.2(a); and (b) ensure that its records relating to this Settlement shall be maintained for a period of at least six (6) years from the Final Judgment, and that such records will be available for inspection by the persons and entities entitled to inspect them under PTCE 2003-39 in accordance with the terms thereof.

3.2 The Independent Fiduciary shall provide to the Parties its written determination as to whether the Settlement fully complies with the requirements of PTCE 2003-39, including whether: (i) the Settlement, including the scope of the releases set forth in section VI and any amount to be paid from the Settlement Amount, is reasonable in light of the Plan's likelihood of full recovery, the risks and costs of litigation and the value of the claims foregone; and (ii) the Settlement is not part of an agreement, arrangement, or understanding designed to benefit a party in interest. The Independent Fiduciary shall have no authority to renegotiate or seek to alter any of the terms set forth in this Settlement Agreement.

(a) If the Independent Fiduciary has concluded that the Settlement fully complies with the requirements of PTCE 2003-39 and/or finding that the Settlement does not constitute a prohibited transaction under ERISA Section 406(a), and that it is appropriate to do so, the Independent Fiduciary, acting on behalf of the Plan, shall give a release to the Released Parties in its capacity as fiduciary of the Plan and for and on behalf of the Plan which is coextensive with the Releasor's release of Released Claims (the "Independent Fiduciary Release") no later than twenty (20) calendar days after the deadline for any objections by Class Members and receiving Class Counsel's application for an award of attorneys' fees, and for reimbursement of costs and expenses and the Named Plaintiffs' motion for Case Contribution Awards. The Independent Fiduciary Release shall become effective at the same time as the releases in section VI and will cover all Released Claims and Released Parties.

3.3 If the Independent Fiduciary does not approve the Settlement and provide the Independent Fiduciary Release as described in section 3.2(a), and the Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTCE 2003-39, then any Party may terminate the Settlement Agreement in accordance with section 9.2(d).

3.4 In no event shall anything in this Settlement Agreement be deemed to require any of the Parties to indemnify the Independent Fiduciary for or make any contribution to any liability or costs the Independent Fiduciary might incur by virtue of performing in that role,

except for the obligations of the Parties to pay the fees and expenses of the Independent Fiduciary as set forth in section 3.6.

3.5 All Parties shall cooperate in providing such information to the Independent Fiduciary as may be required or requested.

3.6 One half of the total fees and costs associated with the services of the Independent Fiduciary will be paid from the Settlement Amount and the other half of the total fees and costs associated with the services of the Independent Fiduciary will be the responsibility of Defendants. The Parties shall have equal access to the work product of the Independent Fiduciary.

IV. PAYMENTS TO THE CLASS.

4.1 The Settlement Amount.

(a) Defendants shall cause the Settlement Amount to be deposited into an interest bearing Escrow Account within thirty (30) days of entry of the Preliminary Approval Order:

(i) The Settlement Amount is to be used solely for the purposes set forth in section 4.1(g) below; and

(ii) Class Members agree that the Settlement Amount shall not be considered "plan assets," as that term is defined in ERISA and the regulations promulgated pursuant to ERISA, until such time and in such amounts as they are disbursed from the Escrow Account and deposited into the accounts of Class Members.

(b) Subject to Court approval and oversight, the Escrow Account will be controlled by the Settlement Administrator. The Defendants shall have no liability whatsoever for the acts or omissions of the Settlement

Administrator. The Settlement Administrator shall not disburse the Settlement Amount or any portion thereof except as provided for in this Agreement, by an order of the Court, or with prior written agreement of Class Counsel;

(c) The Settlement Administrator is authorized to execute transactions on behalf of the Class Members that are consistent with the terms of this Agreement and with orders of the Court;

(d) All funds held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Settlement Agreement;

(e) The Settlement Administrator shall, to the extent practicable, invest the Settlement Amount deposited pursuant to section 4.1(a) above in discrete and identifiable instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Administrator shall maintain records identifying in detail each instrument in which the Settlement Amount or any portion thereof has been invested, and identifying the precise location (including safe deposit box number) of each such instrument. Neither the Settlement Amount nor any portion thereof shall be commingled with any other monies in any instruments. Any cash portion of the Settlement Amount not invested in instruments of the type described in the first

sentence of this section shall be maintained by the Settlement Administrator, and not commingled with any other monies, at a bank account, which shall promptly be identified to Defendants' Counsel and Plaintiffs' Counsel (at either party's request) by account number and any other identifying information. The Settlement Administrator and Class Members shall bear all risks related to investment of the Settlement Amount;

The Escrow Account is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation §1.468B-1. The Settlement Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Escrow Account and paying from the Escrow Account any taxes owed with respect to the Escrow Account. Defendants or the Insurer agree to provide the Settlement Administrator the information regarding the transfer of funds into the Qualified Settlement Fund described in Treasury Regulation §1.468B-3(e), *Statement to the qualified settlement fund and the Internal Revenue Service*. Neither Defendants nor Defendants' Counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Escrow Account;

(f) All taxes on the income of the Escrow Account ("Taxes") and all expenses and costs incurred in connection with the taxation of the Escrow Account (including, without limitation, expenses of tax attorneys and accountants)

("Tax-Related Costs") shall be timely paid by the Settlement Administrator out of the Escrow Account;

(g) The Settlement Amount, together with any interest accrued thereon, will be used to pay the following amounts associated with the Settlement:

(i) Compensation to Class Members determined in accordance with section 4.2;

(ii) Any Case Contribution Award (as defined in section 7.1 below) approved by the Court;

(iii) All Attorneys' Fees/Expenses approved by the Court;

(iv) Half of the total fees and costs associated with the services of the Independent Fiduciary;

(v) All Administration Costs; and

(vi) Taxes and Tax-Related Costs.

4.2 Distribution to Class Members.

(a) The money remaining from the Settlement Amount, including any accrued interest thereon, after the payment of any approved Case Contribution Award, approved Attorneys' Fees/Expenses, Administration Costs, half of the total costs of the Independent Fiduciary, and Taxes and Tax-Related Costs, shall be available for distribution to Class Members (the "Distribution Amount");

(b) The Distribution Amount will be divided among Class Members in accordance with the Plan of Allocation attached hereto as Exhibit D or such other allocation plan as may be ordered by the Court. The accessible

data needed to perform calculations pursuant to the Plan of Allocation shall be provided by Defendants or the Plan trustee/record- keeper. Defendants further agree to timely respond to reasonable written requests from the Settlement Administrator for accessible data in First Horizon's or the Plan trustee/record-keeper's custody or control necessary to effectuate notice and implement, enforce or determine the feasibility of a Plan of Allocation (as described and/or provided for herein). Defendants or the Plan trustee/record-keeper shall confirm the accuracy of such information or data provided. Defendants shall have no responsibility for the Plan of Allocation except for its implementation and shall take no position for or against the Plan of Allocation. Defendants shall not be held liable with respect to any claim against them for implementing the Plan of Allocation if performed in good faith according to the terms of the Plan of Allocation and the terms as set forth in this Settlement Agreement;

(c) The Settlement Administrator shall deposit the Distribution Amount into the Plan as soon as practicable after the Effective Date to be allocated by the Plan into the accounts of Class Members;

(d) Any disputes and/or interpretive issues regarding the allocation of the Settlement Amount to the Class Members shall first be submitted to the Settlement Administrator for a decision. If any Party or Class Member disagrees with the decision made by the Settlement Administrator, the Party or Class Member may then submit the dispute or interpretive issue to the Court, which shall retain jurisdiction to resolve all such disputes; and

(e) The Parties acknowledge that any distributions from the Plan to Class Members of their respective allocations of the Settlement Amount shall be made in accordance with the terms of the Plan and may be subject to applicable tax laws. Except as required by law, Defendants, the Insurer, Class Counsel, Named Plaintiffs, the DOL, the Settlement Administrator, and the Independent Fiduciary will provide no tax advice to Class Members and shall make no representation regarding the tax consequences of any such distributions from the Plan. Each Class Member who elects to take a distribution of his or her Individual 401(k) Plan account in whole or in part shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such Class Member.

4.3 ***Treatment of Undistributed Funds***. As set forth in the Plan of Allocation, Class Members who withdrew their accounts under the Plan prior to entry of the Final Order and Judgment, will have an account established for them by the administrator of the Plan ("Plan Administrator"). Each such Class Member will be notified of the account along with further instructions from the Plan's Administrator, in consultation with the Parties, on how to access his or her account. Any funds that cannot be distributed to Class Members for whom accounts have been established for purposes of this Settlement shall be treated in accordance with the Plan's procedures for distributing Plan funds to participants who cannot be located.

4.4 ***Entire Monetary Obligation.*** Except for half of the total fees and costs associated with the services of the Independent Fiduciary, in no event, and notwithstanding anything else in this Settlement Agreement, shall Defendants be required to pay any amounts other than the

Settlement Amount. It is understood and agreed that Defendants' monetary obligations under this Settlement Agreement will be fully discharged by paying the amounts specified in sections 3.6 and 4.1(a) above, and that Defendants shall have no other monetary obligations, or obligations to make any other payments under this Agreement or otherwise, specifically including any claim for costs and Attorneys' Fees incurred by Named Plaintiffs or the Class.

V. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall administer the Settlement subject to the supervision of Class Counsel and the Court as circumstances may require.

5.2 It is understood and agreed by the Parties that the proposed Plan of Allocation is not part of this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Agreement or affect the finality of the Court's Final Order and Judgment approving the Settlement or any other orders entered pursuant to the Agreement.

5.3 Defendants and their counsel shall have no responsibility for, interest in, or liability whatsoever with respect to:

(a) any act, omission, or determination of the Settlement Administrator, Plaintiffs' Counsel or designees or agents of Plaintiffs' Counsel or the Settlement Administrator; or

(b) any act, omission, or determination of Plaintiffs' Counsel or their designees or agents in connection with the administration of the Settlement;

5.4 The Settlement Administrator shall provide the Parties, no less than monthly, a full accounting of all expenditures made in connection with the Settlement, including any distributions from the Settlement Amount.

5.5 The Settlement Administrator shall provide such information as may be reasonably requested by Class Counsel or by Defendants to implement any distribution of funds under this Agreement.

VI. RELEASE.

6.1 ***Release***. Upon the Effective Date, Releasors, on behalf of themselves, their predecessors, successors and assigns, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged, and shall be forever enjoined from the prosecution of, each and every Released Claim, against any and all of the Released Parties; provided, however, that nothing herein is meant to bar (i) any claim seeking enforcement of this Agreement or court orders relating to it, or (ii) any ERISA Section 502(a)(1)(B) claim for vested benefits by any participant or beneficiary of the Plan to the extent such claims are not covered by the Released Claims.

6.2 Upon the Effective Date, Defendants shall conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge Named Plaintiffs, the Class, and Plaintiffs' Counsel from any and all claims relating to the institution or prosecution of the Action or relating to the Settlement of any of the Released Claims.

VII. CASE CONTRIBUTION AWARD.

7.1 Plaintiffs intend to seek a Case Contribution Award not to exceed the amount of $7,500 per plaintiff, which will be subject to Court approval (the "Case Contribution Award"). Defendants will not take any position with respect to any request for a Case Contribution Award up to that amount. Plaintiffs' motion for a Case Contribution Award shall be filed at least thirty

(30) calendar days before the date set for the Fairness Hearing. Any Case Contribution Award approved by the Court will be paid by the Settlement Administrator solely out of the Settlement Amount, and shall be deducted (to the extent approved by the Court) from the Settlement Amount on or after the Effective Date and prior to the distribution to the Class Members. Class Counsel may direct payment of any court-approved Case Contribution Award from the Settlement Amount after the Effective Date.

7.2 Notwithstanding any other provision of this Agreement to the contrary, the allowance or disallowance (in whole or in part) by the Court of any application for the Case Contribution Award, or any appeal of any order relating thereto, shall not operate to terminate or cancel this Agreement.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES.

8.1 At least thirty (30) calendar days before the date set for the Fairness Hearing, Class Counsel will apply for an award of attorneys' fees, and for reimbursement of costs and expenses, to be paid from the Settlement Fund. Defendants agree to take no position on this application as long as the attorneys' fees requested do not exceed 30% of the Settlement Fund. Any amount awarded by the Court in response to such application shall be paid by the Settlement Administrator solely out of the Settlement Amount and shall be deducted (to the extent approved by the Court) from the Settlement Amount. Class Counsel may direct payment of any court-approved award of attorneys' fees, costs, and expenses from the Settlement Amount after the Effective Date.

8.2 Notwithstanding any other provision of this Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of Class Counsel's application for an award of attorneys' fees, and for reimbursement of costs and expenses to be paid out of the Settlement Amount are to be considered by the Court separately

from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the award of Attorneys' Fees/Expenses, or any appeal of any order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

IX. CONTINGENCIES, EFFECT OF DISAPPROVAL, OR TERMINATION OF SETTLEMENT.

9.1 If the Court or, in the event of an appeal, any appellate court refuses to approve or modifies in a manner unacceptable to the Parties any aspect of this Agreement, or the proposed Preliminary Approval Order or Final Order and Judgment, the Parties may terminate this Agreement and the Settlement as set forth below. The Parties agree not to oppose any appeal or petition by either Plaintiffs or Defendants seeking to have the Settlement, as set forth herein, including but not limited to Class Counsel's request for an award of Attorneys' Fees/Expenses and Case Contribution Awards for the Named Plaintiffs, finally approved.

9.2 This Agreement and the Settlement shall terminate and be cancelled if one of the Parties provides written notification of an election to terminate the Settlement within ten (10) business days after any of the following events:

(a) The Court declines to provide preliminary approval of this Agreement, or declines to enter or modifies in a manner unacceptable to any of the Parties the contents of the Preliminary Approval Order attached hereto as Exhibit A;

(b) The Court declines to provide final approval of this Agreement, or declines to enter, or modifies in a manner unacceptable to any of the Parties the contents of the Final Order and Judgment attached hereto as Exhibit C;

(c) The Court's Final Order and Judgment is vacated, reversed, or modified in a manner unacceptable to any of the Parties on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date;

(d) Pursuant to section 3.3, the Independent Fiduciary does not approve the settlement as contemplated by DOL Prohibited Transaction Class Exemption 2003-39 or fails to timely grant the releases prescribed in section 3.2(a); or

(e) The Effective Date does not occur for some other reason. For purposes of this Agreement and this section 9.2, no order of the Court, or modification or reversal on appeal of any order of the Court, solely concerning the Plan of Allocation, the administration of the settlement or the persons performing such administrative functions, or the amount, advancement or award of any Attorneys' Fees and Expenses or Case Contribution Awards shall constitute grounds for cancellation or termination of the Agreement.

9.3 If for any reason this Agreement is terminated or fails to become effective, then:

(a) This Action shall revert to its status as of November 7, 2011, the day immediately before the Parties reached agreement to settle the Action, for all purposes with respect to Named Plaintiffs, the Class, and Defendants. The Named Plaintiffs and Defendants, except as otherwise expressly provided in this Settlement Agreement, shall proceed in all respects as if this Agreement and any related orders had not been entered and seek an appropriate modification of the most recent scheduling order entered by the District Court. Any and all statutes of limitations, statutes of repose,

and/or other defenses based upon the passage of time applicable to the claims asserted in the Actions, to the extent not expired prior to the date immediately before the Settlement Agreement Execution Date shall be tolled from the date immediately before the Settlement Agreement Execution Date to the date on which this Settlement Agreement terminates;

(b) All outstanding and accrued Administrative Costs that are to be paid out of the Settlement Account shall be paid within thirty (30) business days following said notice of termination as provided in section 9.2;

(c) Within thirty (30) business days after the Settlement Administrator's determination that all outstanding accrued Administrative Costs have been paid, the remaining amount of the Settlement Amount (including any interest earned thereon) shall be distributed to the Funding Parties in proportion to their respective contributions; and

(d) In addition to this section IX and its provisions, section X shall survive any termination of this Settlement.

X. NO ADMISSION OF WRONGDOING.

10.1 Defendants have vigorously denied, and continue to deny, that they committed any violation of ERISA or other laws, and have vigorously denied and continue to deny all allegations of wrongdoing or liability whatsoever with respect to the Released Claims, including any and all claims of wrongdoing or liability alleged or asserted in the Complaint or the Action. Defendants are agreeing to this Settlement solely because it provides substantial and meaningful benefits to the Class and will eliminate the substantial burden, expense, and uncertainties of further litigation and the concomitant distraction of resources and efforts from their business

activities. This Agreement, and any of its terms, any agreement or order relating thereto, and any payment or consideration provided for herein, is not and shall not be construed as an admission by Defendants or the Released Parties of any fault, wrongdoing, or liability whatsoever. This Agreement, and any of its terms, and any agreement or order relating thereto, shall not be offered by any party to be received in evidence in any civil, criminal, administrative, or other proceeding, or utilized in any manner as a presumption, a concession, or an admission of any fault, wrongdoing, or liability on the part of Defendants or any of the Released Parties. However, nothing contained in this section shall prevent this Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final Order and Judgment. This Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement, including but not limited to the Released Parties filing the Agreement and/or the Final Order and Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, waiver, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XI. COVENANTS, REPRESENTATIONS, AND WARRANTIES.

11.1 ***Covenants Not to Sue.*** The Named Plaintiffs, on behalf of themselves and the Class, covenant and agree (i) that the Named Plaintiffs and the Class shall not file against any Released Party any additional claim based or arising from the Released Claims or refile any of the claims asserted in the Action; and (ii) that the foregoing covenants and agreements shall be a complete defense to any such claims against the Released Parties.

11.2 ***Taxation of Escrow Account.*** The Named Plaintiffs acknowledge on their own behalf and on behalf of the Class and Plan that the Released Parties have no responsibility for

any taxes due on funds once deposited in the Escrow Account or on funds that the Named Plaintiffs, the Class, or Class Counsel receive from the Escrow Account, should any be awarded. Nothing herein shall constitute an admission or representation that any taxes will or will not be due on the Escrow Account.

11.3 ***No Assignment.*** The Named Plaintiffs represent and warrant that they have not assigned or otherwise transferred any interest in any Released Claim against any Released Party, and further covenant that they will not assign or otherwise transfer any interest in any Released Claim.

11.4 ***No Surviving Claims.*** Named Plaintiffs represent and warrant that they shall have no surviving claim or cause of action against the Released Parties with respect to the Released Claims as of the Effective Date.

XII. MISCELLANEOUS.

12.1 ***No Disparaging Statements.*** The Parties, Plaintiffs' Counsel and Defendants' Counsel shall make no statements to the press or make any other public statements describing this Settlement that disparage any Party or accuse any Party of wrongdoing.

12.2 ***Confidentiality***. Class Counsel hereby acknowledges and confirms that they learned confidential information in the course of their representation of Named Plaintiffs and the Class in this Action, and that the District Court's Protective Order will remain in effect after Final Judgment. Nothing in this Settlement Agreement restricts a producing Party's rights with respect to materials produced by it.

12.3 ***Destruction of Discovery Materials.*** Except for attorney notes, pleadings, transcripts, and other court submissions and exhibits thereto, each Party that received discovery material in the course of formal or informal discovery in this Action shall, within six months after the Effective Date, certify that the Party has taken reasonable and practical actions to locate

and destroy any paper copies of such materials in its custody or control, including in the possession of consultants of that Party, and has taken reasonable and practical actions to locate and delete electronic copies of such materials from live or active databases and servers it maintains. Nothing in this section requires a Party, its counsel, or consultants to delete discovery material which may reside on one or more backup tapes or other media maintained for purposes of disaster recovery, business continuity, or other reasons.

12.4 ***Duty to Cooperate***. The Parties promise to cooperate in good faith and to take all actions reasonably necessary to effectuate this Agreement.

12.5 ***Extensions of Time.*** The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

12.6 ***Advice of Counsel.*** In entering into this Settlement, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, that they have read the terms of this Settlement and, to the extent necessary, terms were explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

12.7 ***Authority.*** Each person executing this Settlement hereby warrants and represents that he has the full authority to do so on behalf of his respective clients and co-counsel. Each Party further warrants and represents that neither he nor the Parties on whose behalf this Agreement is executed has assigned or transferred to any person any Released Claim, in whole or in part, and that he shall indemnify, and hold harmless the other Parties from and against any claim based on or in connection with any such assignment or transfer made.

12.8 ***Settlement Agreement Execution Date***. The date on which the final signature is affixed below shall be the Agreement Execution Date.

12.9 ***Executed in Counterparts***. This Settlement Agreement may be executed by exchange of executed signature pages by facsimile or Portable Document Format ("PDF") as an electronic mail attachment, and any signature transmitted by facsimile or PDF via electronic mail for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

12.10 ***Further Assurances.*** The Parties agree, without further consideration and as part of effectuating the Settlement, that they will in good faith execute and deliver such other documents and take such other actions as may be reasonably necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

12.11 ***Amendment of Settlement***. This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or their Counsel.

12.12 ***Waiver***. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

12.13 ***Successors and Assigns***. This Settlement Agreement binds and inures to the benefit of the Parties hereto, their assigns, heirs, administrators, executors, and Successors In Interest.

12.14 ***Entire Agreement***. This Agreement is the entire agreement among the Parties and it supersedes any prior agreements, written or oral, including any written settlement offers or

emails exchanged between the Parties. This Settlement Agreement cannot be altered, modified, or amended except through a writing executed by all Parties.

12.15 ***Construction of Agreement***. This Settlement Agreement supersedes the Term Sheet and shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. The Settlement Agreement was reached at arm's-length by Parties represented by counsel.

12.16 The Parties also agree that the following principles of interpretation apply to this Settlement Agreement:

(a) The headings of this Settlement Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Settlement Agreement;

(b) Definitions apply to the singular and plural forms of each term defined;

(c) Definitions apply to the masculine, feminine, and neuter genders of each term defined;

(d) Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation"; and

(e) None of the Parties shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

12.17 ***Severability***. The provisions of this Settlement Agreement are not severable; provided, however, in the event that the District Court or any appellate court in a review

proceeding issues a final determination that any portion of this Settlement Agreement is not enforceable, the Parties may jointly agree in writing to modify the Settlement Agreement to conform with such determination.

12.18 ***Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of Tennessee without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Tennessee.

12.19 ***Retention of Jurisdiction***. The Parties shall request that the Court retain jurisdiction of this matter after the Effective Date and enter such orders as are necessary or appropriate to effectuate the terms of the Agreement.

12.20 ***Calculation of Time Periods.*** Unless otherwise provided herein, the computation of any date or period of time prescribed by this Settlement Agreement shall be governed by Rule 6(a) of the Federal Rules of Civil Procedure.

12.21 ***Expenses.*** Except as otherwise expressly set forth herein, each Party hereto will pay all of its own fees, costs, and expenses incurred in connection with the Action, including fees, costs, and expenses incident to its or his/her negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of counsel, accountants, and other advisors. Nothing in this Agreement shall require Defendants to pay any monies other than as expressly provided herein.

12.22 ***Notices.*** Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement shall be in writing and delivered personally or sent by certified mail or overnight delivery service, postage pre-paid, with copies by facsimile or e-mail to the attention of Class

Counsel or Defendants' Counsel (as well as to any other recipients that a court may specify). As of the date hereof, the respective representatives are as follows:

For Defendants:

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For the Settlement Class:

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Pittsburgh, PA 15219-1639
Tel.: (412) 281-8400
edoyle@stemberfeinstein.com

Agreed to on behalf of Plaintiffs and the Class

Dated: April 3, 2012 By: Ellen M Doyle

Ellen M. Doyle, Esquire
Stember Feinstein Doyle Payne & Kravec, LLC
Allegheny Building, 17th Floor
429 Forbes Avenue
Pittsburgh, PA 15219-1639

Agreed to on behalf of Defendants

Dated: 4/2/2012 By: S Alamuddin

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