

RELEASE – EXHIBIT E TO HUNTON SETTLEMENT AGREEMENT

THIS RELEASE (the “Release”) is made and entered into by and between (i) Carlos Loumiet (“Loumiet”), and (ii) Ralph S. Janvey, solely in his capacity as the court-appointed receiver for the Stanford Receivership Estate (the “Receiver”), (iii) the Official Stanford Investors Committee (the “Committee”), and (iv) Pam Reed, Samuel Troice, and Michoacán Trust, individually and on behalf of a putative class of Stanford investors (collectively, the “Investor Plaintiffs”) (the Receiver, the Committee, and the Investor Plaintiffs are collectively referred to as the “Plaintiffs”) (Plaintiffs and Loumiet are referred to in this Release individually as a “Releasing Party” and together as the “Releasing Parties”).

This Release is Exhibit E to a Settlement Agreement, entered into concurrently herewith between Hunton & Williams LLP (“Hunton”) and Plaintiffs, that resolves claims and causes of action by Plaintiffs against Hunton, including those asserted against Hunton in *Janvey et al. v. Greenberg Traurig, LLP, et al.*, Case No. 3:12-cv-04641-N (N.D. Tex.) (the “Litigation”). This Settlement Agreement shall be referred to herein as the “Hunton Settlement Agreement.” The signing parties to the Hunton Settlement Agreement are referred to herein as the “Hunton Settling Parties.”

NOW, THEREFORE, in consideration of the agreements, covenants, and releases set forth herein and in the Hunton Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Releasing Parties agree as follows:

1. Release Date: This Release shall take effect as of the “Agreement Date,” as that term is defined in the Hunton Settlement Agreement (the “Release Date”).

2. Terms Used in this Release: All capitalized terms not defined herein shall have the meaning ascribed to them in the Hunton Settlement Agreement.

3. Relationship to Hunton Settlement Agreement. The Releasing Parties acknowledge that (a) Loumiet is not a party to the Litigation or the Hunton Settlement Agreement, but (b) under the terms of the Hunton Settlement Agreement, Settled Claims against Loumiet are released, and a covenant not to sue Loumiet for Settled Claims is provided. The Releasing Parties enter into this Release to set forth certain additional terms and provisions specific to Loumiet. The Releasing Parties intend the terms and provisions of this Release to be consistent with, and not to contradict, the terms and provisions of the Hunton Settlement Agreement. Terms and provisions of the Hunton Settlement Agreement shall apply to this Release to the extent necessary to effectuate the releases and covenants not to sue set forth in Paragraphs 4 through 6 herein.

4. Release of Loumiet: As of the Settlement Effective Date, each of the Plaintiffs, including, without limitation, the Receiver on behalf of the Receivership Estate (including the Stanford Entities but not including the natural persons listed in Paragraph 21 of the Hunton Settlement Agreement), fully, finally, and forever releases, relinquishes, and discharges, with prejudice, all Settled Claims against Loumiet. For the avoidance of doubt, the Settled Claims against Loumiet that are released pursuant to this Paragraph 4 (as well as pursuant to Paragraph 38 of the Hunton Settlement Agreement), and as to which a covenant not to sue is provided in Paragraph 6 herein (as well as in Paragraph 41 of the Hunton Settlement Agreement), include Settled Claims against Loumiet that arise from or relate in any way to Loumiet's alleged conduct or knowledge while employed at or affiliated with Greenberg Traurig LLP ("Greenberg").

5. Release of Plaintiffs Released Parties: As of the Settlement Effective Date, Loumiet fully, finally, and forever releases, relinquishes, and discharges, with prejudice, all

Settled Claims he has against the Plaintiffs Released Parties (as that term is defined in the Hunton Settlement Agreement), which Settled Claims include Settled Claims against the Plaintiffs Released Parties that arise from or relate in any way to the time period during which Loumiet was employed at or affiliated with Greenberg.

6. Mutual Covenants Not to Sue: Effective as of the Release Date, Plaintiffs covenant not to, directly or indirectly, or through a third party, institute, reinstitute, initiate, commence, maintain, continue, file, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute against Loumiet any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, concerning or relating to the Settled Claims, whether in a court or any other Forum. Effective as of the Release Date, Loumiet covenants not to, directly or indirectly, or through a third party, institute, reinstitute, initiate, commence, maintain, continue, file, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute against any of the Plaintiffs Released Parties any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, concerning or relating to the Settled Claims, whether in a court or any other Forum. Notwithstanding the foregoing, however, the Releasing Parties retain the right to sue for alleged breaches of this Release.

7. No Release of Obligations Under Release: Notwithstanding anything to the contrary in this Release, the releases and covenants contained in this Release do not release the Releasing Parties' rights and obligations under this Release nor bar the Releasing Parties from enforcing or effectuating this Release.

8. No Effect on Greenberg or Suarez Claims: The releases and covenants not to sue set forth in this Release do not include, and shall have no effect upon, any claims or causes of action Plaintiffs have against Greenberg or Yolanda Suarez ("Suarez"), including but not limited to claims or causes of action against Greenberg or Suarez based on the conduct or knowledge of Loumiet while employed at or affiliated with Greenberg. The releases and the covenants not to sue set forth in this Release do not limit in any way the evidence that Plaintiffs may offer against Greenberg and Suarez, as the remaining defendants in the Litigation.

9. The Litigation: As a condition precedent to this Release and the releases and covenants that apply to Loumiet in the Hunton Settlement Agreement, Loumiet agrees that as to the ongoing Litigation against Greenberg and Suarez, he (a) shall respond to Plaintiffs' discovery requests or requests for deposition testimony issued in the Litigation as if he were a party to the Litigation (*i.e.*, without the need for a subpoena), and (b) make himself available to testify at any evidentiary hearing in the Litigation, or testify at trial in the Litigation, as if he were a party to the Litigation (*i.e.*, without the need for a subpoena). However, Loumiet's availability for any hearing or trial in the Litigation shall only be for the purpose of providing testimony, and Loumiet will not be required to be present for any other purpose or at any other time, or in connection with any proceeding other than the Litigation. Loumiet also retains the right to object to such requests for written discovery, oral deposition, and hearing or trial attendance on any grounds that would be available to him if he were a party to the Litigation.

10. Termination of Tolling Agreement: Upon Hunton's payment of the Settlement Amount to Plaintiffs pursuant to the Hunton Settlement Agreement, the tolling agreement between Loumiet and Plaintiffs, with an effective date of October 15, 2012, shall be terminated without further notice to any Releasing Party.

11. Termination of this Release: The Releasing Parties represent, acknowledge, and agree that this Release shall be deemed rescinded, withdrawn, and terminated without further notice to any Releasing Party should the Hunton Settlement Agreement be withdrawn or terminated pursuant to Section VI of the Hunton Settlement Agreement. The Releasing Parties further agree that this Release may not be rescinded, withdrawn, or terminated for any other reason.

12. Events Upon Termination: If this Release is terminated pursuant to Paragraph 11, then this Release will be null and void and of no further effect whatsoever, shall not be admissible in any ongoing or future proceedings for any purpose whatsoever (except for the provisions of this Paragraph 12, which shall survive), and shall not be the subject or basis for any claims by any Releasing Party against any other Releasing Party. Further, if this Release is terminated pursuant to Paragraph 11, then each Releasing Party shall be returned to such Releasing Party's respective position immediately prior to such Releasing Party's execution of the Release. Paragraphs 12 and 15 of this Release shall survive termination of the Release.

13. No Assignment, Encumbrance, or Transfer: Plaintiffs, other than the Receiver, represent and warrant that they are the owners of the Settled Claims that they are releasing under this Release and that, other than as provided in the Hunton Settlement Agreement, they have not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised any of the Settled Claims they are releasing in this Release. The Receiver represents and warrants that he is the owner of the Settled Claims he is releasing under this Release, and that other than assigning those Settled Claims against Loumiet that the Receiver transferred to the Committee, and other than as provided in the Hunton Settlement Agreement, he has not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised any of the Settled Claims he is releasing under this Release.

Loumiet represents that he is the owner of the Settled Claims that he is releasing under this Release and that he has not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised any of the Settled Claims he is releasing under this Release.

14. Authority: Each person executing this Release represents and warrants that he or she has the full authority to execute the documents on behalf of the entity or individual(s) each represents and that each has the authority to take appropriate action required or permitted to be taken pursuant to this Release to effectuate its terms. The Committee represents and warrants that the Committee has approved this Release in accordance with the by-laws of the Committee.

15. No Admission of Fault or Wrongdoing: This Release and the negotiation thereof shall in no way constitute, be construed as, or be evidence of an admission or concession of any violation of any statute or law; of any fault, liability, or wrongdoing; or of any infirmity in the claims or defenses of the Releasing Parties with regard to any of the complaints, claims, allegations, or defenses asserted or that could have been asserted in the Litigation or any other proceeding relating to any Settled Claim, or any other proceeding in any Forum. This Release and evidence thereof shall not be used, directly or indirectly, in any way, in the Litigation or in any other proceeding, other than to enforce the terms of the Hunton Settlement Agreement and/or this Release.

16. Counterparts and Signatures: This Release may be executed in one or more counterparts, each of which for all purposes shall be deemed an original but all of which taken together shall constitute one and the same instrument. A signature delivered by fax or other electronic means shall be deemed to be, and shall have the same binding effect as, a handwritten, original signature.

IN WITNESS HEREOF, the Parties have executed this Release signifying their agreement to the foregoing terms.

Ralph Janvey, in his capacity as the Receiver for the Stanford Receivership Estate

_____ Date: _____

Official Stanford Investors Committee

_____ Date: _____
By: John J. Little, Chairperson

_____ Date: _____
Samuel Troice
by Edward C. Snyder, attorney-in-fact

_____ Date: _____
Pam Reed
by Edward C. Snyder, attorney-in-fact

_____ Date: _____
Michoacán Trust
by Edward C. Snyder, attorney-in-fact


_____ Date: August 9, 2017
Carlos Loumiet

IN WITNESS HEREOF, the Parties have executed this Release signifying their agreement to the foregoing terms.

Ralph Janvey, in his capacity as the Receiver for the Stanford Receivership Estate



Date: 8/16/17

Official Stanford Investors Committee



Date: 8/15/2017

By: John J. Little, Chairperson




Date: 8/15/2017

Samuel Troice
by Edward C. Snyder, attorney-in-fact



Date: 8/15/2017

Pam Reed
by Edward C. Snyder, attorney-in-fact



Date: 8/15/2017

Michoacan Trust
by Edward C. Snyder, attorney-in-fact

Carlos Loumiet

Date: _____