



THE HONORABLE CURTIS M. LOFTIS, JR.
State Treasurer

May 2, 2013

Mitchell Willoughby, Esquire
WILLOUGHBY & HOEFER, P.A.
930 Richland Street
Post Office Box 8416
Columbia, SC 29202

Michael H. Montgomery, Esquire
MONTGOMERY WILLARD, LLC
1002 Calhoun Street
Columbia, SC 29201

RE: The State Treasurer of the State of South Carolina and the Attorney General of the State of South Carolina for the State of South Carolina, Plaintiffs, vs. The Bank of New York Mellon Corporation and The Bank of New York Mellon, f/k/a The Bank of New York, Defendants; C/A No.: 2011-CP-40-00533

Dear Mssrs. Willoughby and Montgomery:

With the consent of the South Carolina Attorney General, the State Treasurer employed the law firms of Willoughby & Hoefer, P.A. and Montgomery Willard, LLC to pursue claims against the Bank of New York Mellon as set forth in the above-captioned litigation. Pursuant to the terms and conditions of the Litigation Retention Agreement executed on June 18, 2010 and the Addendum to Litigation Retention Agreement executed on January 20, 2011, you are entitled under that agreement to certain attorneys' fees, as well as recovery of costs advanced by your firms in support of the above-captioned litigation.

When the Attorney General and I, with your counsel, decided to settle the above case on terms favorable to the State, you agreed that the negotiated payment to be made directly to you by the Bank of New York Mellon, pursuant to the terms of the Settlement and Mutual Release Agreement would be in lieu of any payments to which you are entitled under the Litigation Retention Agreement and in full accord and satisfaction of all claims for attorneys' fees and recovery of costs that you may have pursuant to the Litigation Retention Agreement. Likewise, I am pleased with the outstanding counsel that you provided in connection with this matter and agree that all obligations of counsel have been fully and professionally performed. Given the

Mitchell Willoughby, Esquire
Michael H. Montgomery, Esquire
May 2, 2013
Page 2 of 3

fact that the Defendants are paying directly to you a negotiated sum for attorneys' fees and costs and you have agreed to accept same in lieu of your fees and costs under the Litigation Retention Agreement, I likewise release and discharge any and all claims or rights that the State Treasurer may have under the Litigation Retention Agreement once the cash payments have been received from the Defendants as stated in the Settlement and Mutual Release Agreement. Also, once those payments have been received from Defendants, you are fully and finally released from any further obligation to represent the State in connection with the above-captioned litigation and you may thereafter close your file on this matter.

If I have correctly stated our agreement, please so indicate by signing where indicated below and returning a signed original to my office to complete our files.

By copy of this letter and because the Attorney General approved the State Treasurers' engagement of you, retained the right to supervise the litigation, and is now a party in this litigation, I am also requesting that the Attorney General by return letter indicate his consent to the release and discharge of the Litigation Retention Agreement and all rights therein contained.

Very truly yours,

TREASURER OF THE STATE OF
SOUTH CAROLINA

Signature Redacted

Curtis M. Loftis, Jr.

cc: The Honorable Alan M. Wilson
South Carolina Attorney General

I Agree

Signature Redacted

Mitchell Willoughby, Esquire
WILLOUGHBY & HOEFER, P.A.
930 Richland Street
Post Office Box 8416
Columbia, SC 29202-8416
(803) 252-3300
mwilloughby@willoughbyhoefer.com

Mitchell Willoughby, Esquire
Michael H. Montgomery, Esquire
May 2, 2013
Page 3 of 3

I Agree

Signature Redacted

Michael H. Montgomery, Esquire
MONTGOMERY WILLARD, LLC
1002 Calhoun Street
P.O. Box 11886
Columbia, SC, 29211-1886
(803) 779-3500
mhm@montgomerywillard.com