

AGREEMENT TO RELEASE AND INDEMNIFY**BY WILLIAM H. MANN**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT William H. Mann (S.S.N. [REDACTED]1863) (the “Releasor and Indemnifier”) c/o Turtle Bay Group, 369 Lexington Avenue, 24th Floor, New York, NY, in consideration of the amount of THIRTY THOUSAND dollars, \$30,000, and upon the execution of this Agreement to Release and Indemnify (the “Agreement”), and other good and valuable consideration received from Oppenheimer & Co. Inc. (“Oppenheimer”), releases, indemnifies, and discharges Oppenheimer, including, but not limited to its present and former agents, officers, directors, employees, attorneys at law and in fact, predecessor and successor firms, parents, subsidiaries, affiliated corporations, divisions, insurers, and assigns, (the “Releasees and Indemnified Parties”), from all actions, causes of action, suits, debts, sums of money, costs, expenses, commissions, salaries, overrides, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, due or claimed to be due in law, admiralty or equity, which against the Releasees and Indemnified Parties, the Releasor and Indemnifier, his heirs, attorneys in fact and at law, executors, administrators, successors, agents and assigns, ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, including, but not limited to, those arising out of the handling of and investments in Releasor’s and Indemnifier’s Oppenheimer Account Number [REDACTED]7239.

Non-Disclosure. The parties hereto, each represent and warrant that they have not disclosed and will not in the future disclose the terms and conditions of this Agreement, or

authorize the terms and conditions of this Agreement to be disclosed by others, subject to the following exceptions:

- (a) If required by a court of competent jurisdiction;
- (b) If required by any governmental agency, self-regulatory organization (“SRO”) or exchange;
- (c) For purposes of enforcing the terms of this Agreement;
- (d) To Releasor’s accountant and/or legal advisor.

Nothing in this Agreement shall prohibit or restrict the Releasor and Indemnifier from lawfully: (A) initiating communications directly with, cooperating with, providing relevant information to, or otherwise assisting in an investigation by the U.S. Securities and Exchange Commission (“SEC”), the Financial Industry Regulatory Authority (“FINRA”), or any other governmental or regulatory body or official or SRO regarding a possible violation of any applicable law, rule, or regulation; (B) responding to any inquiry from any such governmental or regulatory body or official or SRO or governmental authority, including an inquiry about the existence of this Agreement or its underlying facts or circumstances; or (C) testifying, participating, or otherwise assisting in an action or proceeding relating to a possible violation of any such law, rule, or regulation. Further, nothing in this Agreement shall prohibit or restrict the Releasor and Indemnifier (or his attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the SEC, FINRA or any other SRO, or any other federal or state regulatory authority, regarding this settlement or its underlying facts or circumstances, or regarding any potentially fraudulent or suspicious activities. Nor does this Agreement require the Releasor and Indemnifier to notify Oppenheimer of any such

communications, cooperation, assistance, responses to inquiries, testimony, or participation as described in this paragraph.

Complete agreement. This Agreement is contractual in nature and not a mere recital. This Agreement contains all of the understandings, representations and agreements of the parties. There are no other agreements, understandings or representations by and between the parties pertaining to the subject matter of this Agreement other than those that are stated herein. This Agreement supersedes, invalidates and nullifies any agreements or understandings by the parties pertaining to the subject matter of this Agreement.

Tax Implications Releasor and Indemnifier acknowledges that Oppenheimer has not made any representations as to the tax implications of this settlement.

Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements wholly performed therein without giving effect to the conflicts of law principles thereof.

Agreement is binding. This Agreement shall be binding on the parties, their heirs, executors, administrators, successors and assigns.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

Mr. William H. Mann
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February 8, 2016
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PLEASE TAKE NOTICE, That the undersigned is hereby authorized to and desires to execute this **AGREEMENT TO RELEASE AND INDEMNIFY**

William H. Mann

Date

On this ___ day of _____ 2016, before me came **William H. Mann**, to me known, and known to be the individual who executed the foregoing Agreement, and duly acknowledged to me that he executed the same.

Sworn to before me this
___ of _____, 2016

Notary