

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Small Business Administration (“SBA”) (collectively, the “United States”), and Regions Financial Corporation and Regions Bank (collectively “Regions”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### **RECITALS**

A. Gregory A. DeLine (“DeLine”) is an individual residing in the Western District of Missouri. DeLine owns and operates Midwest Mortgage Associates Corporation d/b/a Total Lending Concepts (“MMAC”), a Colorado corporation that provides residential mortgage loan origination in approximately 20 states. DeLine also owns and operates Amega Sales, Inc. (“Amega”), a Missouri corporation that sells manufactured homes. DeLine also owns and operates GKD Management, L.P. (“GKD”), an Arizona limited partnership that operates a commercial trucking business hauling manufactured and modular homes across the United States.

B. Regions Financial Corporation is a publicly traded Delaware bank holding company with a bank subsidiary, Regions Bank, headquartered in Birmingham, Alabama. Regions Bank provides consumer and commercial banking, wealth management, loan products, and other financial services to customers across the United States with offices located primarily in the southeastern and midwestern United States.

C. Enacted in March 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was designed to provide emergency financial assistance to millions of Americans suffering economic effects caused by the COVID-19 pandemic. Among other sources

of relief, the CARES Act authorized forgivable loans to eligible small businesses for employee payroll and certain other expenses through the Paycheck Protection Program (“PPP”). The PPP is a federally guaranteed loan program authorizing SBA-approved private lenders to extend loans that, in turn, are fully guaranteed by SBA, provided that the recipient is eligible and the funds are used properly.

D. The United States contends that it has a civil claim for unjust enrichment against Regions related to PPP Loan Number 6643847109 obtained by DeLine through Regions. Specifically, the United States contends that Regions approved in full the forgiveness of that PPP loan on or about August 3, 2021, despite the fact that the PPP loan was not eligible for forgiveness. That conduct is referred to below as the “Covered Conduct.”

E. This Settlement Agreement is neither an admission of liability by Regions nor a concession by the United States that its claim is not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claim, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

#### **TERMS AND CONDITIONS**

1. Regions shall pay to the United States \$4,919,631.44 (“Settlement Amount”), and interest on the Settlement Amount at a rate of 4% per annum from March 10, 2026, no later than ten days after the Effective Date of this Agreement, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States’ receipt of the Settlement Amount plus interest due under

Paragraph 1, the United States releases Regions, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the common law theory of unjust enrichment.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability under the False Claims Act, 31 U.S.C. §§ 3729-3733;
- b. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- c. Any criminal liability;
- d. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- e. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- f. Any liability based upon obligations created by this Agreement;
- g. Any liability of individuals.

4. Regions waives and shall not assert any defenses Regions may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment

of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Regions fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Regions has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation or prosecution thereof.

6. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Regions and its present or former officers, directors, employees, shareholders, and agents, in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Regions' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Regions makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Regions, and Regions shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Regions shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Regions or its subsidiaries or affiliates from the United States. Regions agrees that the United States, at a minimum, shall be entitled to recoup from Regions any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Regions' books and records and to disagree with any calculations submitted by Regions or its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Regions, or the effect of any such Unallowable Costs on the amount of such payments.

7. Regions agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Regions shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Regions further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of

interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

8. This Agreement is intended to be for the benefit of the Parties only.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Western District of Missouri. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

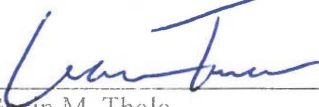
15. This Agreement is binding on Regions' successors, transferees, heirs, and assigns.

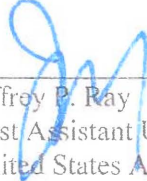
16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement (“Effective Date of this Agreement”). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

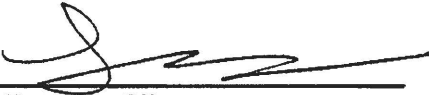
[SIGNATURE PAGES FOLLOW]


THE UNITED STATES OF AMERICA


DATED: 5/21/26 BY:   
Gavin M. Thole  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 5/21/2026 BY:   
Jeffrey P. Ray  
First Assistant U.S. Attorney & Civil Chief  
United States Attorney's Office for the  
Western District of Missouri

REGIONS

DATED: 5/18/26 BY:   
Tara Ann Plimpton  
Senior Executive Vice President  
Chief Legal Officer & Corporate Secretary  
on behalf of Regions Financial Corporation

DATED: 5/18/26 BY:   
Tara Ann Plimpton  
Senior Executive Vice President  
Chief Legal Officer & Corporate Secretary  
on behalf of Regions Bank

DATED: 5/19/2026 BY:   
Elizabeth P. Papez  
Jonathan M. Phillips  
Gibson Dunn & Crutcher LLP  
Counsel for Regions Financial Corporation  
and Regions Bank