

prohibits the willful failure to (1) establish and maintain an effective AML program, in violation of 31 U.S.C. § 5318(h)(1), and (2) establish adequate due diligence for foreign correspondent accounts, in violation of 31 U.S.C. § 5318(i)(1); and

WHEREAS the United States and SRVB wish to resolve this action without litigation, with \$4,100,000 as *substitute res* to be forfeited to the United States in full satisfaction of any claims the United States may have against SRVB pursuant to the facts alleged in the Complaint; and

WHEREAS SRVB represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion; and

WHEREAS in order to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the United States and SRVB agree as set forth below:

THAT the United States alleges that SRVB willfully failed to meet the requirements of the BSA. Specifically, the United States alleges that SRVB failed to establish and maintain an effective Anti-Money Laundering program and to conduct adequate enhanced due diligence for foreign correspondent accounts;

THAT the United States alleges that as a result of SRVB's failure to comply with the BSA, financial transactions in an amount of at least \$4,100,000 were conducted by or through SRVB in violation of 18 U.S.C. §§ 1956 or 1957.

THAT to resolve this matter, and only for that purpose, SRVB has agreed with the United States to make a payment of \$4,100,000 (the "Forfeited Funds") as *substitute res*; and

THAT upon receiving the Forfeited Funds, the United States will commence a civil forfeiture action against the Forfeited Funds; and

THAT SRVB represents that it has an exclusive interest in the Forfeited Funds and waives any notice of any forfeiture proceedings brought against the Forfeited Funds pursuant to 18 U.S.C. § 983(a)(4)(A) and Rule G of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions; and

THAT SRVB abandons any and all interest it has in the Forfeited Funds and consents to the filing of any orders of forfeiture with the Court in order to accomplish the forfeiture of the Forfeited Funds; and

THAT SRVB guarantees that no individual or entity has any claim to the Forfeited Funds; and

THAT the SRVB shall hold and save harmless the United States, its agents, employees and/or any other persons who assisted in the seizure or release, from any and all claims that might result from the seizure and forfeiture of the Forfeited Funds, or any other action taken in regards to this matter; and

THAT SRVB hereby waives any rights to directly or collaterally challenge in this Court, the Court of Appeals, or any other forum, the seizure and forfeiture that is the subject of this agreement, including but not limited to a waiver of the Federal Tort Claims Act, a Bivens action, an action for costs, and all constitutional and statutory defenses and claims in any forum; and

THAT in consideration of the above undertakings and SRVB's willingness to resolve this action without litigation, this agreement shall result in full satisfaction of any claims that the United States Attorney's Office for the District of New Jersey may have against SRVB, its officers, directors, corporate parents, subsidiaries, affiliates, successors, or assigns for any act within the scope of or related to this investigation or the facts alleged in the Complaint; and

THAT SRVB shall not be entitled to costs, nor shall the person or persons who made the seizure of the Forfeited Funds, nor the prosecutor, be liable to suit or judgment on account of such seizures, suits or prosecutions, under 28 U.S.C. § 2465 or any statute or theory, there being a reasonable basis for the seizure of the above-referenced defendant property; and

THAT the provisions of this Agreement shall apply to, be binding on, and inure to the benefit of the Parties to this action and their successors and assigns; and

THAT this Agreement is governed by the laws of the United States and the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement will be the United States District Court for the District of New Jersey; and

THAT the undersigned individuals signing this Agreement on behalf of SRVB represent and warrant that they have full authority to execute this Agreement, and the United States signatory represents that he or she is signing this Agreement in his or her official capacity and that he or she is authorized to execute this Agreement; and

THAT facsimiles of signatures shall constitute acceptable, binding signatures for the purpose of this Agreement; and

THAT each party to this Agreement will bear its own legal and other costs incurred in connection with this matter, including, but not limited to, the preparation and performance of this Agreement; and

THAT Judgment incorporating the terms of this stipulation may be entered by the Court.

So ORDERED, this ____ day of September, 2013.

UNITED STATES DISTRICT COURT JUDGE

The undersigned hereby consent to the entry and form of this Settlement Agreement:

FOR THE UNITED STATES OF AMERICA:

PAUL J. FISHMAN
United States Attorney

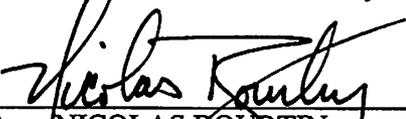


By: EVAN S. WEITZ
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Counsel for Plaintiff

Dated: September 23rd, 2013

FOR SADDLE RIVER VALLEY BANK:

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Counsel for Saddle River Valley Bank



By: NICOLAS BOURTIN
SARAH CROWDER

Dated: September 20, 2013



By: RALPH VALVANO
PRESIDENT, SADDLE RIVER
VALLEY BANK

Dated: September 18, 2013