

AGREEMENT

This Agreement ("Agreement") is made as of this __th day of July, 2012, by, between, and among the following undersigned parties: The Federal Deposit Insurance Corporation as Receiver of Founders Bank and as Receiver of The First National Bank of Danville (collectively "FDIC-R"), Lyle Campbell, , and St. Paul Mercury Insurance Co. ("Travelers"). The FDIC-R, Lyle Campbell and Travelers may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

This Agreement is entered into in reference to the following:

1. Prior to July 2, 2009, Founders Bank ("Founders") was a state-chartered nonmember institution operating in the State of Illinois and First National Bank of Danville ("Bank of Danville") was a federally chartered institution operating in the State of Illinois.

2. On July 2, 2009, the Illinois Department of Financial and Professional Regulation closed Founders and the Office of the Comptroller of the Currency closed Bank of Danville. The FDIC-R was appointed receiver for the Banks pursuant to 12 U.S.C. § 1821(e). In accordance with 12 U.S.C. § 1821(d), the FDIC-R, as receiver, succeeded to all rights, titles, powers and privileges of the Banks, including those with respect to its assets. Among the assets to which the FDIC-R succeeded were any and all of claims, demands, and causes of actions each Bank might have against its former directors, officers and employees arising from the performance, nonperformance and/or manner of performance of their respective functions, duties and acts as directors, officers and/or employees of the Bank ("D&O Claims"). By letters dated August 21, 2009 and November 30, 2010 (the "Demand Letters"), the FDIC-R identified certain potential D&O Claims against Lyle Campbell and certain other individuals.

3. Travelers issued SelectOne for Community Banks Policy No. (the ~~_____~~ (b)(4) "Policy") to Founders Group, Inc., which was the holding company for the Banks. Lyle

Campbell and other former directors and/or officers of the Banks sought coverage under the Policy in response to claims asserted by the FDIC-R. Travelers reserved its rights to deny coverage under the Policy for claims asserted by the FDIC-R against the Settling Individuals.

4. The Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation. The Parties further agree that this Agreement is not an admission or evidence of liability or of coverage with respect to the disputed claims.

5. Pursuant to a separate Settlement Agreement and Release, Travelers has agreed to pay the FDIC-R the sum of THREE MILLION ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$3,150,000.00) to settle and resolve, without admission of liability, any and all D&O Claims that could have been asserted against former directors or officers of the Banks, including but not limited to those set forth in the Demand Letters.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency and receipt of which consideration is hereby acknowledged, the Parties agree as follows:

A. Release by the FDIC-R of D&O Claims Against Lyle Campbell

1. The FDIC-R, for itself and its agents, successors and assigns, hereby releases and discharges Lyle Campbell from any and all claims, demands, obligations, damages, fees, costs, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, belonging to the FDIC-R, that arise from or relate to (1) the performance, nonperformance, or manner of performance of Lyle Campbell's functions, duties and actions as an officer and/or director of Founders and/or Bank of Danville, and/or (2) the fact that Lyle Campbell is or was an officer, director, or employee of Founders and/or Bank of Danville. For purposes of clarification and certainty, this release is applicable to, and includes Lyle Campbell's heirs, executors, administrators, estates, agents, attorneys representatives, spouses, successors and assigns. The FDIC-R represents and warrants that, as of the date of this Agreement, it has not transferred any D&O Claim, cause of action or other right that would be released hereunder if such claim, cause or action or right had not been previously transferred by the FDIC-R prior to

the date of this Agreement, and to that end the Parties agree that the release by the FDIC-R set forth in this paragraph is a full and complete release of all such claims, causes of action and rights.

2. The FDIC-R does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

a. against Lyle Campbell or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or other evidence of indebtedness payable or owed by them or any of them to FDIC-R, Founders, Bank of Danville, or other financial institutions, or any other person or entity, including without limitation any claims acquired by Federal Deposit Insurance Corporation in its corporate capacity ("FDIC-C") or as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released in this Agreement;

c. against Lyle Campbell for liability that arises from or relates to (1) the performance, nonperformance, or manner of performance of his respective functions, duties and actions as an employee, officer and/or director of any financial institution other than Founders and/or Bank of Danville and/or (2) the fact that he was an officer, director, or employee of any institution other than Founders and/or Bank of Danville.

d. Against Lyle Campbell with respect to the facts and circumstances at issue in the litigation filed by Craig Campbell, as Trustee of the Lyle P. Campbell 1994 Irrevocable Trust dated February 14, 1994, against the FDIC as Receiver for the Bank of Danville, currently pending in the United States Court of Appeals for the Seventh Circuit, Appeal No. 11-1595. It is understood that this Agreement shall not compromise in any way the dispute between the parties to that action.

3. Nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC-C in the exercise of its

supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation. Nor does this Agreement waive or release any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Northern District of Illinois, the United States Attorney's Office for the Central District of Illinois or the United States Attorney for any other federal judicial district, including the right of the United States to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et. seq.*, if appropriate.

B. Release of Travelers by Lyle Campbell

4. Effective simultaneously with the release granted in paragraph 1, Lyle Campbell hereby releases and discharges Travelers, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, fees, costs, actions and causes of action, direct or indirect, in law or in equity, that are based upon the D&O Claims released by the FDIC-R against Lyle Campbell in paragraph 1 of this Agreement, or the use of proceeds from the Policy to pay for the defense and/or settlement of the D&O Claims, including but not limited to the THREE MILLION ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$3,150,000.00) to settle and resolve, without admission of liability, any and all D&O Claims that could have been asserted against former directors or officers of the Banks, including but not limited to those set forth in the Demand Letters. Nothing herein shall release Travelers from any claim under the Policy relating to potential claims against Lyle Campbell that are not released under paragraphs 2 and 3 of this Agreement.

C. Release of Lyle Campbell by Travelers

5. Effective simultaneously with the releases granted in paragraphs 1 and 4 of this Agreement, Travelers, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates, and reinsurers, and their successors and assigns, hereby releases and

discharges Lyle Campbell and his respective heirs, executors, administrators, estates, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, obligations, damages, fees, costs, actions, and causes of action, direct or indirect, in law or in equity, based upon the claims released by the FDIC-R pursuant to paragraph 1 of this Agreement, including but not limited to any contractual or extra-contractual claims based upon the handling, defense, or resolution of the claims released by the FDIC-R.

D. Representations and Acknowledgements

6. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties named herein and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Party or Parties subscribed thereto upon the execution by all Parties to this Agreement.

7. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party hereto or are authorized to sign this Agreement on behalf of the respective Party for which they are signing, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, administrators, representatives, successors and assigns.

8. Reasonable Cooperation. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

9. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Illinois.

10. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written

instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

11. Advice of Counsel. Each Party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

12. Enforcement of Agreement. In the event that any Party brings suit to enforce the terms of this Agreement, or based on the alleged breach of the terms hereof, the Parties agree to exclusive venue in the United States District Court for the Northern District of Illinois or in the event that the said federal court does not have jurisdiction, the Circuit Court in and for Cook County, Illinois. In such event, the prevailing Party or Parties shall be entitled to recover all costs incurred from the non-prevailing party or parties, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

**FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for Founders Bank**

(b)(6)

Date: 7-26-12

BY:
TITLE: COUNSEL
PRINT NAME: John Wolfsmith

**FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver for First National Bank of Danville**

(b)(6)

Date: 7-26-12

BY:
TITLE: COUNSEL
PRINT NAME: JOHN WOLF SMITH

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TRAVELERS INSURANCE COMPANY

Date: _____

BY: _____

TITLE: _____

PRINT NAME: _____

(b)(6)

Date: 8-3-12



Lyle Campbell