SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 17th day of September, 2013, by, between, and among the following undersigned parties:

The Plaintiff, Federal Deposit Insurance Corporation as Receiver for First Suburban National Bank ("FDIC") and Louis Baldo, Burton Bowen, James Cavanaugh, Jerome DePalma, Wayne Gilmartin, Edward Hogan, Joseph Hogan, Martin Price, Gregory Siorek, and Arnold Turovitz (collectively, the "Settling Directors") (individually, the FDIC and the each of the Settling Directors may be referred to herein as a "Party" and, collectively, as the "Parties").

RECITALS

WHEREAS:

Prior to October 22, 2010, First Suburban National Bank ("Bank") was a depository institution organized and existing under the laws of the United States;

On October 22, 2010, the Bank was closed by the Office of the Comptroller of the Currency, and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC, as Receiver, succeeded to all rights, titles, powers, and privileges of the Bank, including those with respect to its assets,

Among the assets to which the FDIC, as Receiver, succeeded were any and all of the Bank's claims, demands, and causes of action against its former directors, officers, and employees arising from the performance, non-performance, and manner of performance of their respective functions, duties, and acts as directors and/or officers of the Bank;

The FDIC has asserted claims against the Settling Directors, who had each served at various times as directors and/or officers of the Bank. The Settling Directors contend that they performed their duties in accordance with all applicable standards and deny any liability for the

FDIC's claims. The Parties agree that this Agreement shall not constitute an admission of liability of any kind.

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation.

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

SECTION I: Payment to the FDIC

A. As an essential covenant and condition to this Agreement, the Settling Directors, collectively, agree to pay the FDIC the sum of Four Hundred Seventy-Five Thousand Dollars ($475,000.00) (the "Settlement Funds") on or before September 19, 2013.

B. Upon the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, but no later than September 19, 2013, the Settlement Funds shall be delivered to the FDIC by direct wire transfer into an account designated by the FDIC.

In the event that the Settlement Funds are not delivered to the FDIC by September 19, 2013, interest shall accrue on all unpaid amounts at the rate of Five Percent (5%) per annum from September 19, 2013, until the date of payment. However, if said Settlement Funds are not delivered to the FDIC by September 19, 2013, as a result of the FDIC's failure to execute this Agreement, no interest shall accrue until the day after the FDIC executes the Agreement.

C. In addition, and without waiving any other rights that the FDIC may have, in the event that all Settlement Funds (including all accrued interest) are not received by the FDIC on or before September 19, 2013, then with respect to the Party, or Parties, that fail to deliver their share of the Settlement Funds (including all accrued interest), the FDIC, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds to declare this Agreement null and void, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including all accrued interest), and/or shall have the right to enforce this Agreement against the Settling Directors jointly and severally for failing to deliver the Settlement Funds, in which case the Settling Directors agree to jurisdiction in Federal District Court in the Northern District of Illinois, and agree to pay all of the FDIC's reasonable attorneys' fees expended in enforcing the terms of this Agreement. Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void at any time prior to the receipt of all Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement; provided, however, that in the event the FDIC declares this Agreement null and void, the FDIC will return all amounts paid to it under this Agreement by the Settling Directors.

SECTION II: Releases

A. Release of Individual Settling Directors by the FDIC

Effective upon receipt in full of the Settlement Funds (including all accrued interest) described in SECTION I, and except as provided in Paragraph II.D below, the FDIC, for itself and its successors and assigns, hereby releases and discharges each of the Settling Directors and their respective heirs, executors, administrators, representatives, successors, and assigns from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC that arise from or relate to the performance, non-performance, or manner of performance of the Settling Directors' respective functions, duties, and actions as officers and/or directors of the Bank.

B. Release of the FDIC by the Settling Directors

Effective simultaneously with the release granted in Paragraph II.A above, the Settling Directors, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors, and assigns, hereby release and discharge the FDIC and its employees, officers, directors, representatives, successors, and assigns from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Bank, or to the performance, non-performance, or manner of performance of the Settling Directors' respective functions, duties, and actions as officers and/or directors of the Bank.

C. Release by Settling Directors of Each Other

Effective simultaneously with the releases granted in Paragraph II.B above, the Settling Directors and their respective heirs, executors, administrators, representatives, successors, and assigns hereby release and discharge each other from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the performance, non-performance, or manner of performance of their respective functions, duties, and actions as officers and/or directors of the Bank.

D. Express Reservations from Releases by the FDIC

1. Notwithstanding any other provision, by this Agreement, the FDIC 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 the Settling Directors, or any other person or entity, for liability, if any, incurred as the maker, endorser, or guarantor of any promissory note or indebtedness payable or owed by them to the FDIC, the Bank, other financial institutions, or any other person or entity, including but not limited to any claims acquired by the FDIC as successor in interest to the Bank, or any person or entity other than the Bank.

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

c. Which are not expressly released in Paragraph II A.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the FDIC 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.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims that 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 or United States Attorney's Office for any other federal judicial district. In addition, the FDIC specifically reserves the right 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.

SECTION III: Waiver of Dividends

To the extent, if any, that the Settling Directors are, or were, shareholders of the Bank, and by virtue thereof are or may have been entitled to a dividend, payment, or other *pro rata* distribution upon resolution of the receivership of the Bank, they hereby knowingly assign to the

FDIC any and all rights, titles, and interest in and to any and all such dividends, payments, or other *pro rata* distributions.

SECTION IV: Representations and Acknowledgements

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.

B. 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. The Parties and the FDIC further acknowledge and agree to accept and be bound by facsimile or electronically transmitted (e.g., in .pdf, .jpg or .tif format) copies of this Agreement and its counterparts and any document so transmitted is to be considered to have the same binding effect as a manually executed original.

C. Binding Effect. Each of the undersigned persons represents and warrants that he/it is a Party hereto, or is authorized to sign this Agreement on behalf of the respective Party, and that he/it has 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.

D. 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.

E. 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).

F. Specific Representations, Warranties, and Disclaimer. The Settling Directors expressly acknowledge that in determining to settle the claims released herein, the FDIC has reasonably and justifiably relied upon the accuracy of the financial information in the sworn financial statements submitted by each Settling Director directly to the FDIC but not to the other Settling Directors. Because the Settling Directors assert that each has not seen the other Settling Directors' sworn financial statements and that he therefore has no knowledge of or responsibility for the information contained therein, the Settling Directors do not warrant the accuracy of the financial information contained in any sworn financial statement other than his own. The FDIC agrees that each Settling Director is responsible only for the accuracy of the information contained in his own financial statements submitted to the FDIC. If, in his own sworn financial statement, any Settling Director has failed to disclose any material legal, equitable, or beneficial interest in any asset, such Settling Director agrees to cooperate fully with the FDIC to transfer his undisclosed interest in the asset to the FDIC. Moreover, if, in his sworn financial statement, any Settling Director has failed to disclose any material legal, equitable, or beneficial interest in any asset, the FDIC, in its sole discretion, may also exercise one or more or all of the following remedies as to the Settling Director that failed to make such material disclosure(s) (the "Breaching Director"):

1. The FDIC may declare the releases granted to Breaching Director, as null and void;

2. The FDIC may retain the Settlement Funds;

3. The FDIC may sue the Breaching Director for damages, an injunction, and specific performance for the breach of this Agreement; and

4. The Breaching Director agrees that if, in his sworn financial statements, he has failed to disclose any material legal, equitable, or beneficial interest in any asset, the Breaching Director consents to the reinstatement of the FDIC's claims and waives any statute of limitations that would bar any of the FDIC's claims against him.

The exercise of any of the FDIC's remedies set forth in this Section IV Paragraph F shall not abrogate or in any way effect the Breaching Director's release of the Settling Directors set forth in Section II (C). Moreover, the Breaching Director waives any and all rights of contribution or indemnification from the other Settling Directors as to any damages resulting from the exercise by the FDIC of its remedies under Section IV (F).

G. Reasonable Cooperation. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement. Further, the Settling Directors agree to cooperate fully with the FDIC in connection with any action required under this Agreement. Any such cooperation that involves any out-of-pocket costs is subject to reasonable reimbursement by the FDIC pursuant to its internal guidelines and policy for such reimbursement.

H. Agreement Not Confidential. Pursuant to 12 U.S.C. § 1821(s), this Agreement cannot be and shall not be deemed to be confidential.

I. 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.

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 First Suburban National Bank

(b)(6)

By: [redacted]
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Walness
Date: September 17, 2013

LOUIS BALDO

(b)(6)

By: [redacted]
Date: 9-17-13

BURTON BOWEN

By: ____________________
Date: ____________________

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(b)(6)

By: [redacted]

Title: Counsel, FDIC Legal Division

Print Name: Robert L. Walness

Date: September 17, 2013

LOUIS BALDO

By:____________________

Date:____________________

BURTON BOWEN

(b)(6)

By: [redacted]

Date: 9/17/13

JAMES CAVANAUGH

[redacted] (b)(6)

By: [redacted]

Date: 09-17-13

JEROME DePALMA

By: ______________________________

Date: ______________________________

WAYNE GILMARTIN

By: ______________________________

Date: ______________________________

EDWARD HOGAN

By: ______________________________

Date: ______________________________

JOSEPH HOGAN

By: ______________________________

Date: ______________________________

JAMES CAVANAUGH

By:____________________________

Date:___________________________

JEROME DePALMA

By: [redacted] (b)(6)

Date: 9/19/13

WAYNE GILMARTIN

By:____________________________

Date:___________________________

EDWARD HOGAN

By: [redacted] (b)(6)

Date: 9/19/13

JOSEPH HOGAN

By:____________________________

Date:___________________________

JAMES CAVANAUGH

By:______________________________

Date: _____________________________

JEROME DePALMA

By:______________________________

Date: _____________________________

WAYNE GILMARTIN

By: [redacted] (b)(6)

Date: 9-17-2013

EDWARD HOGAN

By:______________________________

Date: _____________________________

JOSEPH HOGAN

By:______________________________

Date: _____________________________

JAMES CAVANAUGH

By:______________________________

Date: ____________________________

JEROME DePALMA

By:______________________________

Date: ____________________________

WAYNE GILMARTIN

By:______________________________

Date: ____________________________

EDWARD HOGAN

By:______________________________

Date: ____________________________

JOSEPH HOGAN

(b)(6)

By: [redacted]

Date: Sept. 17, 2013

MARTIN PRICE

By: [redacted] (b)(6)

Date: 9-18-2013

GREGORY SIOREK

By:____________________________

Date: ____________________________

ARNOLD TUROVITZ

By:____________________________

Date: ____________________________

MARTIN PRICE

By:______________________________

Date: ____________________________

GREGORY SIOREK

(b)(6)

By: [redacted]

Date: 9/19/13

ARNOLD TUROVITZ

By:______________________________

Date: ____________________________

MARTIN PRICE

By:________________________

Date:________________________

GREGORY SIOREK

By:________________________

Date:________________________

ARNOLD TUROVITZ

(b)(6)

By: [redacted]

Date: 9/18/13