SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is effective as of this 5th day of July, 2012 ("Effective Date"), by and between the Federal Deposit Insurance Corporation, as Receiver of Bank of Lincolnwood ("FDIC-R"), and James Berger ("Berger"). The FDIC-R and Berger may be referred to individually herein as "Party," and, collectively, as the "Parties."

RECITALS

WHEREAS:

Prior to June 5, 2009, the Bank of Lincolnwood ("BOL" or the "Bank") was a depository institution organized and existing under the laws of Illinois;

On June 5, 2009, BOL was closed by the Illinois Department of Financial and Professional Regulation and pursuant to 12 U.S.C. § 1821(c), the FDIC-R was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R, as Receiver, succeeded to all BOL's rights, titles, powers, and privileges, including those with respect to its assets.

Among the assets to which the FDIC-R, as Receiver, succeeded were any and all of BOL'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-R asserted claims against Berger, who served at various times as a director and officer of the Bank.

Berger denies all allegations of wrongdoing and denies any liability for the FDIC-R's alleged claims.

The FDIC-R and Berger have entered into a Tolling Agreement that expires on July 5, 2012.

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

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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 FDIC-R

A. As an essential covenant and condition to this Agreement, Berger shall pay the Federal Deposit Insurance Corporation the sum of $75,000 (the "Settlement Funds").

B. Within thirty (30) business days of the date counsel for Berger receives a fully executed copy of this Agreement (the "Payment Date"), the Settlement Funds shall be delivered to the FDIC-R by a check payable to the Federal Deposit Insurance Corporation, as Receiver of Bank of Lincolnwood. If the Settlement Funds are not paid by the Payment Date, interest shall accrue on all unpaid amounts from the Payment Date until finally paid, at the rate of one-year U.S. Treasury bills as reported in the WALL STREET JOURNAL at the end of the last quarter immediately preceding the date of this Agreement.

C. In addition, and without waiving any other rights the FDIC-R may have, in the event that all Settlement Funds are not received by the FDIC-R on or before the Payment Date, then the FDIC-R, in its sole discretion, shall have the right to enforce this Agreement against Berger, in which event, he agrees to jurisdiction in the United States District Court for the Northern District of Illinois.

D. The Tolling Agreement executed by the Parties as of May 31, 2012, is hereby extended until fourteen (14) days after the Payment Date. This provision shall survive the termination of this Agreement, and shall be enforceable against Berger notwithstanding any voiding of this Agreement for non-payment of the Settlement Funds or otherwise.

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SECTION II: Releases

A. Release of Berger by the FDIC-R

Effective upon receipt in full of the Settlement Funds, and except as provided in Paragraph II.C below, the FDIC-R, for itself and FDIC-R's employees, officers, directors, and representatives, as well as its successors and assigns, hereby releases and discharges Berger and his respective heirs, executors, administrators, representatives, successors, and assigns from any and all claims, demands, obligations, damages, actions, and causes of action, whether known or unknown, whether accrued, inchoate, liquidated, contingent, actual or asserted, direct or indirect, in law, including but not limited to any violation of any state or federal statute, rule, or regulation, or in equity, belonging to the FDIC-R, that arise from or relate to the Bank, any and all actions, omissions, statements or circumstances which relate in whole or in part to the Bank's June 5, 2009 closure, or to the performance, non-performance, or manner of performance of Berger's respective functions, duties, and actions as an employee, officer or director of BOL, and for any other claims relating to the Bank arising or accruing prior to the Effective Date of this Agreement.

B. Release of the FDIC-R by Berger

Effective simultaneously with the release granted in Paragraph II.A above, Berger, on behalf of himself individually, and his respective heirs, executors, administrators, agents, representatives, successors, and assigns, hereby release and discharge the FDIC-R, and FDIC-R's employees, officers, directors, and representatives, as well as its 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 Berger's respective functions, duties, and actions as

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an employee, officer or director of BOL, and for any other claims relating to the Bank arising or accruing prior to the Effective Date of this Agreement.

C. Express Reservations from Releases

1. Notwithstanding any other provision, by this Agreement, the Parties do not release, and expressly preserve fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

(a) Against Berger or any other person or entity otherwise released under this Agreement for liability, if any, incurred as the maker, endorser, or guarantor of any promissory note or indebtedness payable or owed by them to the Bank or to any other financial institution where the FDIC-R succeeds to the rights, titles, powers and privileges, including, without limitation, any such claims acquired by the FDIC-R as successor in interest to the Bank;

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

(c) Against either Party or any other person or entity for liability relating to any breach of this Agreement.

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

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through either the Department of Justice or the United States Attorney's Office for the Northern District of Illinois, or any other federal judicial district, nor does this Agreement purport to waive any claims or defenses that Berger may have against the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC-corporate"), or FDIC-corporate's employees, officers, directors and representatives, or any claims or defenses that Berger may have associated with any claims that could be brought by the United States through either the Department of Justice or the United States Attorney's office for the Northern District of Illinois, or any other federal district.

SECTION III: Waiver of Dividends

To the extent, if any, that Berger was a shareholder of the Bank, and by virtue thereof, is or may have been entitled to a dividend, payment, or other pro-rata distribution upon resolution of the receivership of the Bank, Berger hereby knowingly assigns to the FDIC-R any and all right, title, and interest in and to any and all such dividends, payments, or other *pro rata* distributions.

SECTION IV: Representations and Acknowledgments

A. No Admission of Liability. Berger expressly denies the claims asserted by the FDIC-R against him. 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

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original, binding the party or parties subscribed thereto upon the execution by all parties to this Agreement.

C. Binding Effect. Each of the undersigned persons represents and warrants that he or

she is a party hereto or is authorized to sign this Agreement on behalf of the respective party, and that he or she 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. Berger expressly acknowledges that in determining to settle the claims released herein, the FDIC-R has relied upon the accuracy of financial information provided in response to the FDIC-R's subpoena. Subject to the limitation contained in Berger's response to the FDIC-R's subpoena that he has not disclosed assets owned solely by his wife, if Berger has failed to disclose any material, presently held interest, legal, equitable, or beneficial, in any asset, Berger agrees to cooperate fully with the FDIC-R to transfer his interest in the asset to the FDIC-R, and to sign any and all

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documents necessary to transfer his interest in the asset to the FDIC-R. Moreover, if, in his response to the FDIC-R's subpoena, Berger has failed to disclose any material interest, legal, equitable, or beneficial, in any asset, the FDIC-R, in its sole discretion, may exercise one or more or all of the following remedies:

1. The FDIC-R may retain the Settlement Funds; and

2. The FDIC-R may sue Berger for damages, an injunction, and specific performance for the breach of this Agreement.

G. Reasonable Cooperation.

1. The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry of any documents necessary to perform the terms of this Agreement.

2. FDIC-R agrees to cooperate with Berger in the event Berger is subject to any third-party action by other BOL officers and/or directors, including intervening in such an action in order to move for a finding of a good-faith settlement and/or contribution bar order.

H. 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.

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FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of Bank of Lincolnwood, Lincolnwood, Illinois

By: (b)(6)
Name: THOMAS J. O'BRIEN
Title: COUNSEL, FDIC-R
Date: July 5, 2012

JAMES BERGER

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Date: _________________________

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of Bank of Lincolnwood, Lincolnwood, Illinois

By:____________________________
Name:__________________________
Title:___________________________
Date:___________________________

JAMES BERGER

[redacted] (b)(6)

Date: July 5, 2012