SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation as Receiver for Country Bank, Aledo, Illinois ("FDIC-R"), and Todd Frye ("Todd Frye"), Larry C. Pithan ("Pithan"), Donald L. Johnson ("Johnson"), Richard H. Stone ("Stone"), David S. McKnight ("McKnight"), Victor J. DeBlock ("Victor DeBlock), Thomas E. Mueller ("Mueller"), and Matthew L. DeBlock ("Matthew DeBlock"), (collectively the "Settling Individuals"), and The Ohio Casualty Insurance Company ("Insurer"). The FDIC-R, the Settling Individuals, and Insurer may be referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS:

Prior to October 14, 2011, Country Bank, Aledo, Illinois ("Bank") was a depository institution organized and existing under the laws of Illinois;

On October 14, 2011, the Illinois Department of Financial and Professional Regulation closed the Bank and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R 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-R succeeded were all of the Bank's claims, demands, and causes of action against its former directors, officers, and employees arising from the performance, nonperformance, and manner of performance of their respective functions, duties and acts as directors, officers, and employees of the Bank;

The FDIC-R has asserted claims in a letter dated July 6, 2015 (the "Claims") against the Settling Individuals, each of whom served at various times as a director and/or officer of the Bank. The Settling Individuals deny liability for the Claims.

Insurer issued Financial Institution Directors' and Officers' Liability and
(b)(4) Company Indemnification Policy numbered [redacted] for the period from March 8, 2011 to March 8, 2012 ("Policy"), which insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policy. The Settling Individuals asserted claims for coverage under the Policy. Insurer has reserved its rights to deny coverage under the Policy for claims asserted by FDIC-R against the Settling Individuals.

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty 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 FDIC-R

A. As an essential covenant and condition to this Agreement, on or before thirty (30) calendar days following the date that all parties execute this Agreement (the "Settlement Payment Date"), the Settling Individuals agree to pay the FDIC-R the sum of TWO HUNDRED AND FORTY THOUSAND DOLLARS ($240,000), and the Insurer agrees to pay the FDIC-R the sum of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS ($1,800,000.00) for a total of TWO MILLION FORTY THOUSAND DOLLARS ($2,040,000.00) ("Settlement Payment").

B. The Settlement Payment shall be delivered to the FDIC-R via one or more direct wire transfers into the account designated below:

BANK: Federal Home Loan Bank of New York

(b)(4) ROUTING #: [redacted]

FOR CREDIT TO: FDIC National Liquidation Account

(b)(4) ACCOUNT #: [redacted]

OBI: FIN 10402; Country Bank, Aledo, Illinois; Contact: Robert L. Wainess, 703-516-5285; Professional Liability ([redacted]); DIF Fund; Asset (b)(5)
(b)(5) No. [redacted]

In the event that the Settlement Payment is not delivered to the FDIC-R by the Settlement Payment Date, interest shall accrue against the non-fully-paying Party or Parties on all unpaid amounts at the rate of 5% per annum from the day following the Settlement Payment Date until the date of payment.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the Settlement Payment Date, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest) to:

1. Extend the period of time for the Settlement Payment including interest accruing on the unpaid amount against the nonpaying Party from the Settlement Payment Date through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(a)(2); or

2. Enforce this Agreement against any Party which does not pay his/its Settlement Payment in full, in which event any Party whose portion of the Settlement Payment remains outstanding agrees to jurisdiction in the United States

District Court for the Central District of Illinois and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate this Agreement and return to the paying Party any portion of the Settlement Payment it has received and institute an action on any claims that the FDIC-R may have against the Settling Individuals or any other Covered Person. The Settling Individuals and Insurer further agree (i) to waive any defense based on any statute of limitations and (ii) waive all objections, defenses, claims or counterclaims, and covenant and agree not to assert any objections, defenses, claims or counterclaims, unless the above defenses (in i and ii above), objections, claims or counterclaims existed or were otherwise available as of November 13, 2015; and/or

4. Seek any other relief available to it in law or equity.

Any extension of time under Section I.C.1 for delivery of the Settlement Payment or acceptance of a portion of the Settlement Payment shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.2 through I.C.4. at any time prior to receipt of the Settlement Payment (including all accrued interest) in full.

SECTION II: Releases

A. <u>The FDIC-R's Releases</u>.

Upon receipt of the Settlement Payment in full and except as provided in Section II.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges:

1. The Settling Individuals and their respective heirs, executors, trustees, 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-R, that arise from or relate to the Claims and/or the performance, nonperformance, or manner of performance of the Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank; and

2. Insurer, its parents, subsidiaries, affiliates and reinsurers, and their respective 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 Policy. As part of this release of the Insurer, the FDIC-R agrees that any interest it may have under the Policy with respect to the Bank is extinguished; and

3. All other persons who were, now are, or shall be duly elected or appointed directors, officers and/or employees of the Bank and all other persons who qualify as Insureds under the Policy (collectively, the "Covered Persons") and their respective heirs, executors, trustees, 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-R, that arise from or relate to the performance, nonperformance, or manner of performance of the Covered Persons' respective functions, duties and actions as directors, officers and/or employees of the Bank. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

B. The Settling Individuals' Release.

Effective simultaneously with the releases granted in Section II.A. above, the Settling Individuals, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, representatives, successors, and assigns, hereby release and discharge the FDIC-R, 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, nonperformance, or manner of performance of the Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank.

C. The Insurer's Release.

Effective simultaneously with the releases granted in Section II.A. above, the Insurer, 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 the FDIC-R, 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 Policy.

D. Exceptions from Releases by FDIC-R.

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

a. Against the Settling Individuals 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 FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

b. Against any person or entity not expressly released by the FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person.

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, or any other department or agency of the United States as defined by 18 U.S.C. § 6. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. §§ 3322 and 3663 et. seq., if appropriate.

4. Notwithstanding any other provision of this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action against The Ohio Casualty Insurance Company under Financial Institution Bond No. [redacted] ("Bond") (b)(4) and/or related to or arising out of the FDIC's Bond Proof of Loss dated February 27, 2015 and any supplements thereto.

SECTION III: Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that the Settling Individuals or any of them are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in connection with the Bank, its conservatorship, or receivership, the Settling Individuals hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or proceeds.

SECTION IV: Representations and Acknowledgements

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, 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, trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or 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, her, or its counsel.

C. Financial Disclosure Representation. Each Settling Individual has submitted financial information to the FDIC-R including form FDIC 7600/01 (9-05), Personal Financial Statement, and herein affirms that his/her financial information is true and accurate as of the date of the Personal Financial Statement and there are no material changes to such financial information between the date of the Personal Financial Statement and the date this Agreement is signed by each Settling Individual. Each Settling Individual expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling Individuals. The FDIC-R has no obligation to independently verify the completeness or accuracy of that financial information. If the FDIC-R establishes via a final adjudication in an appropriate judicial forum that a Settling Individual failed to disclose any material interest, legal, equitable, or beneficial, in any asset, that Settling Individual agrees to cooperate fully with the FDIC-R to provide updated financial information and to pay to the FDIC-R the lesser of (1) the value of the Settling Individual's undisclosed material interest in such asset(s); or (2) the amount of unpaid damages alleged against the Settling Individual in the FDIC-R's July 6, 2015 email to counsel for the Settling Individuals.

SECTION V: Reasonable Cooperation

A. The 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.

SECTION VI: Other Matters

A. <u>No Admission of Liability</u>. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

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

C. 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.

D. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R:

Barry S. Rosen
Reed Smith, LLP
10 S Wacker Drive, 40th Floor
Chicago, Illinois 60606
(b)(6) [redacted]

Robert L. Wainess
FDIC Legal Division
3501 Fairfax Drive, B7034
Arlington, VA 22226
(b)(6) [redacted]

If to the Settling Individuals:

Randall Lending
Vedder Price
222 N. LaSalle Street
Chicago, IL 60601
(b)(6) [redacted]

If to the Insurer:

Randall Marmor
Ellen Van Vechten
Gordon & Rees, LLP
1 N. Franklin St. 1800
Chicago, IL 60606
(b)(6) [redacted]

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 and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s), or other representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

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 Country Bank

By [redacted] (b)(6)
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: December 17, 2015

Date: ______________________

____
Todd Frye

Date: ______________________

____
Larry C. Pithan

Date: ______________________

____
Donald L. Johnson

Date: ______________________

____
Richard H. Stone

Date: ______________________

____
David S. McKnight

Date: ______________________

____
Victor J. DeBlock

Date: ______________________

____
Thomas E. Mueller

Date: ______________________

____
Matthew L. DeBlock

Date: ______________________

____
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________ Print Name: ______________________

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 Country Bank

By: ____________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ____________________

[redacted] (b)(6)

Date: 12-15-2015

Todd Frye

Date: ____________________

Larry C. Pithan

Date: ____________________

Donald L. Johnson

Date: ____________________

Richard H. Stone

Date: ____________________

David S. McKnight

Date: ____________________

Victor J. DeBlock

Date: ____________________

Thomas E. Mueller

Date: ____________________

Matthew L. DeBlock

Date: ____________________

THE OHIO CASUALTY INSURANCE COMPANY

By: ____________________

Title: ____________________

Print Name: ____________________

Date: ____________________

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 Country Bank

By: ______________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ______________________

Date: ______________________

____
Todd Frye

(b)(6) [redacted]

Date: Dec 14, 2015

____
Larry C. Rithan

Date: ______________________

____
Donald L. Johnson

Date: ______________________

____
Richard H. Stone

Date: ______________________

____
David S. McKnight

Date: ______________________

____
Victor J. DeBlock

Date: ______________________

____
Thomas E. Mueller

Date: ______________________

____
Matthew L. DeBlock

Date: ______________________

____
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________

Print Name: ______________________

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 Country Bank

By: ______________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ______________________

Date: ______________________ ______________________
Todd Frye

Date: ______________________ ______________________
Larry C. Pithan

Date: 12-15-15 ______________________ (b)(6)
Donald L. Johnson

Date: ______________________ ______________________
Richard H. Stone

Date: ______________________ ______________________
David S. McKnight

Date: ______________________ ______________________
Victor J. DeBlock

Date: ______________________ ______________________
Thomas E. Mueller

Date: ______________________ ______________________
Matthew L. DeBlock

Date: ______________________ ______________________
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________ Print Name: ______________________

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 Country Bank

By: ______________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ______________________

Date: ______________________ ______________________
Todd Frye

Date: ______________________ ______________________
Larry C. Pithan

Date: ______________________ ______________________
Donald L. Johnson

(b)(6)

Date: 12/15/15 [redacted]
Richard H. Stone

Date: ______________________ ______________________
David S. McKnight

Date: ______________________ ______________________
Victor J. DeBlock

Date: ______________________ ______________________
Thomas E. Mueller

Date: ______________________ ______________________
Matthew L. DeBlock

Date: ______________________ ______________________
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________ Print Name: ______________________

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 Country Bank

By: ______________________
Title: Counsel, FDIC Legal Division
Date: ______________________ Print Name: Robert L. Wainess

Date: ______________________ ______________________
Todd Frye

Date: ______________________ ______________________
Larry C. Pithan

Date: ______________________ ______________________
Donald L. Johnson

Date: ______________________ ______________________
Richard H. Stone

Date: 12/15/2015 [redacted] (b)(6)
David S. McKnight

Date: ______________________ ______________________
Victor J. DeBlock

Date: ______________________ ______________________
Thomas E. Mueller

Date: ______________________ ______________________
Matthew L. DeBlock

Date: ______________________ ______________________
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________ Print Name: ______________________

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 Country Bank

By: ______________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ______________________

Date: ______________________
____
Todd Frye

Date: ______________________
____
Larry C. Pithan

Date: ______________________
____
Donald L. Johnson

Date: ______________________
____
Richard H. Stone

Date: ______________________
____
David S. McKnight

Date: 12-16-15
______________________ (b)(6)
Victor J. DeBlock

Date: ______________________
____
Thomas E. Mueller

Date: ______________________
____
Matthew L. DeBlock

Date: ______________________
____
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________
Print Name: ______________________

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 Country Bank

By: ______________________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ______________________________

Date: ______________________ ______________________________
Todd Frye

Date: ______________________ ______________________________
Larry C. Pithan

Date: ______________________ ______________________________
Donald L. Johnson

Date: ______________________ ______________________________
Richard H. Stone

Date: ______________________ ______________________________
David S. McKnight

Date: ______________________ ______________________________
Victor J. DeBlock

(b)(6)

Date: 12-15-15 [redacted]
Thomas E. Mueller

Date: ______________________ ______________________________
Matthew L. DeBlock

Date: ______________________ ______________________________
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________________

Title: ______________________________

Date: ______________________ Print Name: ______________________________

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 Country Bank

By: ______________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ______________________

Date: ______________________
____
Todd Frye

Date: ______________________
____
Larry C. Pithan

Date: ______________________
____
Donald L. Johnson

Date: ______________________
____
Richard H. Stone

Date: ______________________
____
David S. McKnight

Date: ______________________
____
Victor J. DeBlock

Date: ______________________
____
Thomas E. Mueller

Date: 12-15-15
[redacted] (b)(6)
Matthew L. DeBlock

Date: ______________________
____
THE OHIO CASUALTY INSURANCE COMPANY

By: ______________________

Title: ______________________

Date: ______________________
Print Name: ______________________

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 Country Bank

By: ____________________
Title: Counsel, FDIC Legal Division
Print Name: Robert L. Wainess

Date: ____________________

Date: ____________________
____
Todd Frye

Date: ____________________
____
Larry C. Pithan

Date: ____________________
____
Donald L. Johnson

Date: ____________________
____
Richard H. Stone

Date: ____________________
____
David S. McKnight

Date: ____________________
____
Victor J. DeBlock

Date: ____________________
____
Thomas E. Mueller

Date: ____________________
____
Matthew L. DeBlock

Date: 12-18-2015
____
THE OHIO CASUALTY INSURANCE COMPANY

By: [redacted] (b)(6)

Title: Vice President

Print Name: Bob O'Brien

Date: __________