

SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE

This Settlement Agreement and Covenant Not to Sue ("Agreement") is made as of this 10th day of July, 2013, by, between, and among the undersigned parties: the Federal Deposit Insurance Corporation, as receiver for Wheatland Bank ("FDIC-Receiver"), and Dolores Ritter (individually, the FDIC-Receiver and Ritter may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

Whereas, prior to April 23, 2010, Wheatland Bank ("Bank") was a depository institution organized and existing under the laws of the State of Illinois.

Whereas, on April 23, 2010, the Bank was closed by the Illinois Department of Financial and Professional Regulation, and the FDIC was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-Receiver succeeded to all rights, titles, powers and privileges of the Bank, including all rights, titles, powers and privileges of the Bank with respect to its assets.

Whereas, among the assets to which the FDIC-Receiver succeeded were any and all of the Bank's claims, demands, and causes of actions 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 and/or officers of the Bank.

Whereas, on May 2, 2011, and January 12, 2012, the FDIC-Receiver filed a First Amended Complaint, and a Second Amended Complaint for money damages against certain persons, including Ritter, who served as an officer of the Bank. Those claims for damages are now pending in the United States District Court for the Northern District of Illinois in *FDIC as Receiver for Wheatland Bank v. Spangler, et al.*, No. 10 cv 4288 (N.D. Ill.) ("D&O Action").

Whereas, Ritter has denied liability in the D&O Action.

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

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

SECTION I: Stipulation and Dismissal

Upon execution of this Agreement by each of the undersigned Parties, the FDIC-Receiver shall dismiss all claims against Ritter in the D&O Action. The undersigned Parties agree to enter into a stipulation providing that the dismissal set forth above shall be without prejudice, with each Party to bear its own costs as these were originally incurred.

SECTION II: Covenant Not to Sue and Release

A. Covenant Not to Sue Ritter by FDIC-Receiver.

Effective upon receipt of this fully executed Agreement, and except as provided in Paragraph II.C below, the FDIC-Receiver, for itself and its successors and assigns, hereby discharges and covenants not to sue Ritter and her 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-Receiver that arise from or relate to, the performance, nonperformance, or manner of performance of Ritter's respective functions, duties and actions as an officer of the Bank, including, without limitation, the causes of action alleged in the D&O Action.

B. Release of FDIC-Receiver by Ritter.

Effective simultaneously with the covenant not to sue granted in Paragraph II.A. above, Ritter, on behalf of herself individually, and her respective heirs, executors, administrators,

agents, representatives, successors and assigns, hereby releases, discharges and covenants not to sue the FDIC-Receiver, 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 Ritter's respective functions, duties and actions as officer of the Bank.

C. Express Reservations From the Settlement and Covenant Not to Sue by the FDIC-Receiver.

1. Notwithstanding any other provision, by this Agreement, the FDIC-Receiver does not release or covenant not to sue, 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 Ritter 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-Receiver, the Bank, other financial institutions, or any other person or entity, including, without limitation, any claims acquired by the FDIC-Receiver as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released or covered by the covenant not to sue in this Agreement; and

c. which are not expressly released or covered by the covenant not to sue in Paragraphs II.A. above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, covenanting not to sue, 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, which may arise by operation of law, rule or regulation.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. In addition, the FDIC-Receiver 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 Ritter is or 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, she hereby knowingly assigns to the FDIC-Receiver 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.

C. 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, 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.

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

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the 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. Ritter expressly acknowledges that in determining to settle the claims dismissed here, the FDIC-Receiver has reasonably and justifiably relied upon the accuracy of financial information in the personal financial statement previously submitted to FDIC-Receiver. Ritter further represents that her financial condition has not materially changed from the information contained in the personal financial statement. If, in her personal financial statement, Ritter failed to disclose any interest, legal, equitable, or beneficial, in any asset, the FDIC-Receiver in its sole discretion, may exercise

one or more or all of the following remedies: (a) the FDIC-Receiver may declare the Agreement as null and void; (b) the FDIC-Receiver may sue Ritter for damages, an injunction, and specific performance for the breach of this Agreement; and (c) the FDIC-Receiver may seek to vacate any dismissal order and reinstate the FDIC-Receiver's claims against Ritter. Ritter agrees that if, in her personal financial statement, she failed to disclose any interest, legal, equitable, or beneficial, in any asset, Ritter consents to the reinstatement of FDIC-Receiver's claims and waive any statute of limitations that would bar any of the FDIC-Receiver's claims against her.

G. Reasonable Cooperation.

1. 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.

2. Further, Ritter agrees to cooperate fully with the FDIC-Receiver 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-Receiver pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

a. producing all documents requested by the FDIC-Receiver, without the necessity of subpocna, as determined by the FDIC-Receiver, in its sole discretion, to be related to the Bank;

b. making herself available upon request by the FDIC-Receiver at reasonable times and places for interviews regarding facts, as determined by the FDIC-Receiver in its sole discretion, to be related to the Bank;

c. appearing to testify, upon request by the FDIC-Receiver, in any matter determined by the FDIC-Receiver in its sole discretion, to be related to the Bank, without the necessity of subpoena;

d. signing truthful affidavits upon request by the FDIC-Receiver, regarding any matter, as determined by the FDIC-Receiver in its sole discretion, to be relevant to the Bank.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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 WHEATLAND BANK

DOLORES RITTER

(b)(6)

By:

Title:

Print Name:

Date:

[Redacted Signature]

COUNSEL

GREGORY K. CONWAY

07/10/2013

By:

Title:

Print Name:

Date:

[Redacted Signature]

DOLORES P. RITTER

7/10/13

(b)(6)

40072-0001

CH2\12662699.6