

SETTLEMENT AGREEMENT

1. **Parties.** The "Parties" to this Settlement Agreement are as follows:
 - A. Federal Deposit Insurance Corporation ("FDIC") as Receiver of the
Columbian Bank and Trust Company (the "Bank");
 - B. BancInsure, Inc. ("BancInsure"); and
 - C. Sam McCaffree, Carl L. McCaffree, and Jimmy D. Helvey each of whom is a
former officer and/or director of the Bank (collectively, "D&Os").

2. **Purpose.** The purpose of this Settlement Agreement is to establish a procedure to
resolve the Coverage Litigation (as defined below) that has been initiated by BancInsure
in an expeditious and mutually agreeable manner, and also to settle FDIC's claims against
the D&Os in the pending D&O Action (as defined below).

3. **Definitions.**
 - A. "BancInsure Policy" means the Directors' and Officers' Liability Policy, No.
(b)(4) policy period of May 11, 2007 to May 11, 2010, as issued by
BancInsure to the Bank as a Named Insured and under which the D&Os
qualify as "Insureds" (as defined in the policy).
 - B. "Policy Limits" means the \$5,000,000 in limits provided for under the
BancInsure Policy.
 - C. "Final Policy Limits" means the amount set out in Paragraph 4.D.(4) of this
Settlement Agreement.
 - D. "D&O Action" means the civil action filed by FDIC against the D&Os that is
pending in the United States District Court for the District of Kansas, Case
No. 11-CV-2447 JAR/KGS.

- E. "Coverage Litigation" means the action for declaratory judgment filed by BancInsure in which the D&Os and FDIC are defendants that is pending in the United States District Court for the District of Kansas, Case No. 12-CV-2110-KHV-GLR.
- F. "Effective Date" means February 15, 2013.
- G. "Final Judgment" means the final judgment in the Coverage Litigation, including the exhaustion of rights of appeal.
- H. "Unpaid Defense Costs" means Defense Costs as defined by the BancInsure Policy that have been submitted to BancInsure as of the date of this Settlement Agreement, but which have not been paid.

4. Terms.

A. Judgment.

FDIC, the D&Os, and BancInsure agree to the entry of a final and binding Confessed Judgment in the D&O Action in favor of FDIC and against the D&Os jointly and severally in the amount of \$5,000,000 ("Confessed Judgment"), in the form attached hereto and marked as Exhibit A, or in such other form as is acceptable to the United States District Court for the District of Kansas. Upon the Effective Date, counsel for the D&Os and FDIC will immediately request entry of the Confessed Judgment in the D&O Action by the United States District Court for the District of Kansas. All Parties agree, after consultation with their attorneys, that the amount of the Confessed Judgment is a reasonable calculation of what a jury would reasonably award FDIC as damages if the D&O Action were to proceed to trial. BancInsure agrees that it will not dispute, challenge, or raise as a defense or claim in the D&O Action or Coverage Litigation the

reasonableness, propriety, substance, or procedure for entry of the Confessed Judgment, including but not limited to the liability of the D&Os, the enforceability of the Confessed Judgment, or the amount of damages awarded by the Confessed Judgment.

B. Partial Satisfaction Of Judgment And Covenant Not To Execute.

Within fourteen (14) days after entry of the Confessed Judgment, as set out in paragraph A. above, the D&Os shall pay FDIC the sum of \$750,000 and BancInsure shall pay FDIC the sum of \$250,000 in partial satisfaction of the Confessed Judgment. In consideration of the D&Os payment of \$750,000 towards satisfaction of the Confessed Judgment, FDIC covenants and agrees not to execute the balance of the Confessed Judgment against any of the personal assets of the D&Os and will limit recovery, enforcement, and execution on the balance of the Confessed Judgment to the Final Policy Limits of the BancInsure Policy. BancInsure agrees that the covenant not to execute that FDIC is herein granting to the D&Os shall in no way be a bar to FDIC's recovery against BancInsure in the Coverage Litigation.

C. Assignment of Rights.

Except as provided in subparagraph D.(5) and D.(7) below, the D&Os, in consideration of FDIC's consent to enter into this Settlement Agreement and granting of the covenant not to execute as set out in paragraph B. above, hereby assign to FDIC any and all rights, claims, causes of action, equitable remedies, statutory rights and damages which the D&Os have or may have against BancInsure arising out of or relating to the Confessed Judgment, FDIC's claims asserted in the D&O Action, the Coverage Litigation, and the BancInsure Policy. The Parties hereby waive the requirement established in Section X (H) of the BancInsure Policy that any consent to assignment be

physically endorsed to the BancInsure Policy. This assignment shall not reduce the amount of Loss otherwise included in the definition of "Loss" in Section IV (H) of the BancInsure Policy. No Party shall challenge or object to this assignment in any manner or for any reason whatsoever.

D. Coverage Litigation.

(1) No Party shall challenge or object to any other Party's participation in the Coverage Litigation based on subject matter jurisdiction, standing, improper joinder, propriety of parties, or any other basis. The Parties agree that the Coverage Litigation shall be prosecuted in the United States District Court for the District of Kansas, with all appellate remedies therefrom. The parties agree that all coverage issues among them relating to the BancInsure Policy shall be tried and/or resolved in the Coverage Litigation and not in any other forum, civil action or proceeding.

(2) The Parties agree that the D&Os and FDIC have fully satisfied Section X (D)(1) of the BancInsure Policy, and that this Settlement Agreement constitutes a written agreement among the Parties pursuant to which BancInsure's obligation to pay "Loss" as defined under the BancInsure Policy shall be finally determined in accordance with this Settlement Agreement and the BancInsure Policy. The requirement of an adjudication against the D&Os establishing an obligation to pay before an action is taken against BancInsure is hereby waived by the Parties. BancInsure hereby expressly acknowledges that Section X (D)(1) of the BancInsure Policy shall not be asserted as a defense to coverage.

(3) BancInsure agrees and represents that the only coverage defenses that will be raised and litigated in the Coverage Litigation will be those identified in the First

Amended Petition for Declaratory Judgment previously filed in the Coverage Litigation – specifically, misrepresentation/rescission, breach of contract, Insured v. Insured exclusion, and failure to provide notice of claim. BancInsure waives all other coverage defenses, including any argument that the Confessed Judgment is unreasonable or collusive, and agrees that it will not seek leave to amend its pleadings in the Coverage Litigation to add any other coverage defense or otherwise assert any other defenses to coverage in the Coverage Litigation.

(4) BancInsure represents that the Policy Limits of \$5,000,000 on the BancInsure Policy have been reduced by payments made on other claims totaling \$258,929.15 and further have been reduced by attorneys' fees/litigation expenses paid to the D&Os in defense of the D&O Action totaling \$679,340.15 and further shall be reduced by the \$250,000 that BancInsure shall pay to FDIC pursuant to paragraph B. In addition, there are Unpaid Defense Costs totaling \$1,052,810. Should coverage be established the Unpaid Defense Costs shall be paid to the D&Os and that payment shall further reduce the Policy Limits. This leaves the Final Policy Limits of \$2,758,920.70 available to the FDIC in the event the FDIC and D&Os prevail in the Coverage Litigation.

(5) In the event that the D&Os and FDIC prevail in the Coverage Litigation through Final Judgment, BancInsure, within thirty (30) days after entry of Final Judgment, shall pay to the D&Os the Unpaid Defense Costs of \$1,052,810 and FDIC the Final Policy Limits of \$2,758,920.70. BancInsure's payment of Final Policy Limits and Unapid Defense Costs to the D&Os and FDIC shall exhaust its liability for any amount of the Confessed Judgment and for any attorneys' fees, litigation expenses, and expert

witness fees incurred by the D&Os in defense of the D&O Action. Payment by BancInsure of the Unpaid Defense Costs and the Final Policy Limits shall satisfy any further obligation by BancInsure to the remaining Parties. In the event that the D&Os and FDIC prevail through Final Judgment in the Coverage Litigation, BancInsure shall have no right or claim to reimbursement, recoupment or payment against the D&Os or FDIC for any amounts that BancInsure has paid to the D&Os for attorneys' fees, litigation expenses or expert witness fees or has paid to FDIC under this Settlement Agreement.

(6) In the event that BancInsure prevails in the Coverage Litigation through Final Judgment, it shall have no further liability to the D&Os or FDIC to make any payments under the BancInsure Policy, including but not limited to any payments towards the Confessed Judgment or any payments to the D&Os for unreimbursed attorneys' fees, litigation expenses or expert witness fees incurred by the D&Os in defense of the D&O Action. In the event that BancInsure prevails to Final Judgment in the Coverage Litigation, it shall retain all contractual and other rights against the D&Os for: (i) reimbursement, recoupment or repayment from the D&Os of attorneys' fees, litigation expenses, or expert witness fees that BancInsure has previously paid to the D&Os under the BancInsure Policy, and (ii) reimbursement, recoupment or repayment from the D&Os of the \$250,000 BancInsure has paid to FDIC towards partial satisfaction of the Confessed Judgment under Paragraph 4.B of this Settlement Agreement. Under no circumstances will BancInsure have any right or claim to reimbursement, recoupment or repayment against FDIC relating to the \$250,000 that BancInsure has paid FDIC towards partial satisfaction of the Confessed Judgment.

(7) In the Coverage Litigation, all Parties shall retain all of their contractual, common law and statutory rights or claims, if any, as against each other for payment of attorneys' fees, costs, and litigation expenses incurred by each Party in the Coverage Litigation.

(8) Interest shall accrue on the amount of any Final Judgment entered in the Coverage Litigation not paid within thirty days at the rate of 10% per annum. If BancInsure fails to timely make payment as set forth in subparagraph D.(6) above, then BancInsure shall be liable to the D&Os and FDIC for all reasonable attorneys' fees, expenses, and costs incurred in collection, recovery, enforcement and execution on such Final Judgment. The D&Os and FDIC shall be entitled to file a direct action for breach of contract and/or any other appropriate claim against BancInsure to enforce the Final Judgment in the Coverage Litigation.

(9) FDIC, BancInsure and the D&Os acknowledge and agree that regardless of the outcome of the Coverage Litigation, the D&Os shall not under any circumstances be required to pay any amount of the Confessed Judgment to be entered in the D&O action beyond the \$750,000 that they shall pay to FDIC under Paragraph 4.B of this Settlement Agreement.

5. Release.

Effective with the execution of this Settlement Agreement, the D&Os, on behalf of themselves individually and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC and its employees, officers, directors, agents, 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 the D&O Action.

6. Claims Or Causes Of Action By FDIC Not Affected By The Settlement Agreement.

Notwithstanding any other provision, by this Settlement Agreement FDIC expressly preserves fully, to the same extent as if the Settlement Agreement had not been executed, any claims or causes of action:

a. against the D&Os 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, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC as successor in interest to the Bank or any person or entity other than the Bank; and

b. against any person or entity not a signatory to this Settlement Agreement.

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

Notwithstanding any other provision, this Settlement 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, the United States Attorney's Office for the District of Kansas or any other federal judicial district. In addition, 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.

7. Financial Disclosures.

Each D&O has submitted to FDIC a signed and notarized Financial Disclosure Form. The D&Os and FDIC expressly acknowledge that, in determining to enter into this Settlement Agreement, FDIC has reasonably and justifiably relied upon the accuracy and completeness of the financial information submitted by each D&O to FDIC. FDIC has no obligation to independently verify the completeness and accuracy of any such Financial Disclosure Forms submitted to it by the D&Os.

8. Additional Provisions.

A. Notice. All notices required to be given under this Settlement Agreement shall be in writing and delivered to the addresses set forth below.

If to FDIC: Charles A. Getto
McAnany, Van Cleave & Phillips, P.A.
10 East Cambridge Circle Drive, Suite 300
Kansas City, KS 66103

(b)(6) _____ [Redacted]

If to the D&Os: Michael Thompson
Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112

(b)(6) _____ [Redacted]

If to BancInsure: Edward F. Donohue
Hinshaw & Culbertson LLP
One California St. 18th Floor,
San Francisco, California, 94111

(b)(6) _____ [Redacted]

Jay F. Fowler
Foulston Siefkin LLP
1551 North Waterfront Parkway, Suite 100
Wichita, Kansas 67206-4466

(b)(6)



B. Power and Authority to Execute Settlement Agreement. Each Party represents, warrants, and agrees that he or it has the power and authority to enter into and perform this Settlement Agreement. Each Party further represents, warrants, and agrees that he or it has not assigned or transferred any claim, demand, action, cause of action, or right encompassed within this Settlement Agreement, other than the assignment made by the D&Os in Paragraph 4.C, above. Any person signing this Settlement Agreement on behalf of an entity represents, warrants and agrees that he or she has the power and authority to execute this Settlement Agreement on behalf of such entity.

C. Joint Drafting. The Parties each acknowledge that this Settlement Agreement was drafted jointly by them and, therefore, if any court of competent jurisdiction finds a portion or portions of this Settlement Agreement ambiguous, this Settlement Agreement shall not be construed for one Party and against another.

D. Integration Clause. The provisions of this Settlement Agreement comprise all of the terms, conditions, agreements, and representations of the Parties with respect to the subject matter hereof. This Settlement Agreement supersedes all prior agreements, arrangements, and understandings, if any, relating to the subject matter hereof (including, without limitation, communications submitted by any Party to mediator Jerry Palmer following the January 29, 2012 mediation) and may be amended only by an instrument in writing executed by all Parties. All representations and promises made by any Party to another, whether in writing or orally, concerning the subject matter of this Settlement Agreement are understood by the Parties to be merged into this Settlement Agreement.

E. Severability. If any portion or portions of this Settlement Agreement is or are held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Settlement Agreement shall otherwise remain in full force and effect and shall be construed as if such invalid portion or portions has not been included herein.

F. Execution; Facsimile Signatures; Counterparts. This Settlement Agreement may be executed by means of facsimile or scanned and e-mailed signatures, and each copy of this Settlement Agreement bearing the facsimile transmitted or scanned and emailed signature of each Party or, in the case of an entity, its authorized representative, shall be deemed an original. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Governing Law. This Settlement Agreement shall be governed by federal law and, to the extent that state law would apply under applicable federal law, the laws of the State of Kansas govern. The Parties consent to venue and personal jurisdiction in the United States District Court for the District of Kansas should any dispute arise relating to this Settlement Agreement.

H. Careful Review and Understanding of Agreement. The Parties represent that they have carefully read this Settlement Agreement and understand its terms and conditions without reservation. The Parties acknowledge that they have had ample opportunity to consult with legal counsel of their choice regarding this Settlement Agreement and have not relied on any representations or statement of any other Party or

counsel for any other Party with respect to the subject matter of this Settlement Agreement.

I. Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors and assigns.

J. Responsibility for Attorneys' Fees and Costs. Other than as set forth in this Settlement Agreement, the Parties shall be responsible for the payment of their own attorneys' fees and costs, if any, incurred in connection with the negotiation and execution of this Settlement Agreement.

K. Attorneys' Fees Regarding Enforcement of Settlement Agreement. If litigation, arbitration or any other proceeding is instituted to interpret or enforce this Settlement Agreement, the Party prevailing in that litigation, arbitration or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any such lawsuit, arbitration or other proceeding, in addition to any other such relief granted in the lawsuit, arbitration or other proceeding.

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

THE FEDERAL DEPOSIT INSURANCE CORPORATION in its capacity as Receiver of The
Columbian Bank and Trust Company

By: Herbert G. Smith II

As: Counsel

(b)(6)

[Redacted signature area]
HERBERT G. SMITH II

Herbert Lyrons Smith 2nd

COMMONWEALTH OF VIRGINIA)

)

ss:

COUNTY/CITY OF Fairfax)

)

[Redacted notary name area]

(b)(6)

Subscribed and sworn to before me this 15 day of February 2013.

(b)(6)

[Redacted notary name area]
Notary Public

My Appointment Expires:

08/31/2015

ANJNA C. PATEL
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2015
COMMISSION # 7501354

Anjna Patel
02/15/2013

BancInsure, Inc.,

By: JAMES CROSS
Its: VICE PRESIDENT

(b)(6)

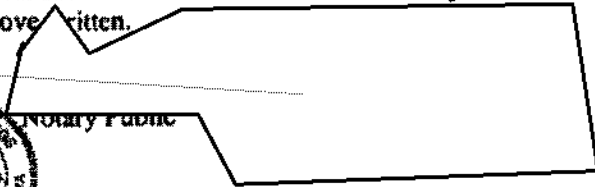


STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

On this 19 day of February, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James Cross, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)



My Appointment Expires:

3-31-13



(b)(6)

Sam McCaffree

STATE OF Kansas)
) ss:
COUNTY OF Johnson

On this 19th day of February 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Sam McCaffree, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written

(b)(6)

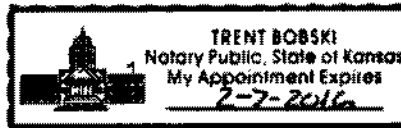
[Redacted Signature]

(b)(6)

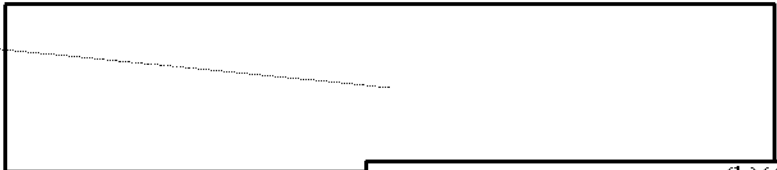
Notary Public

My Appointment Expires:

2-7-2016



(b)(6)



Carl L. McCaffree



(b)(6)

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

On this 19th day of February 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Carl L. McCaffree, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

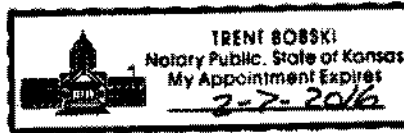
(b)(6)



Notary Public

My Appointment Expires:

2-7-2016



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

FEDERAL DEPOSIT INSURANCE)	
CORPORATION as Receiver of)	
The Columbian Bank and Trust)	
Company,)	
)	Case No. 11-CV-2447 JAR/KGS
Plaintiff,)	
)	
vs.)	
)	
CARL L. McCAFFREE, <i>et al.</i> ,)	
)	
Defendants.)	

FINAL JUDGMENT ORDER

Having considered the joint motion for entry of judgment (Doc. No. 162) filed herein by Plaintiff and Defendants Carl L. McCaffree, Sam McCaffree and Jimmy D. Helvey (“Defendants”), the Court finds as follows:

1. Plaintiff, the Federal Deposit Insurance Corporation as Receiver of The Columbian Bank and Trust Company (“FDIC-R”), has filed herein its first amended complaint (“Complaint”) alleging breaches of fiduciary duty and acts of negligence and gross negligence in connection with Defendants’ roles as officers and/or directors of The Columbian Bank and Trust Company (“Columbian”).
2. Defendants have filed answers herein in which they deny the allegations in the Complaint.
3. After initially advancing some defense costs, BancInsure, Inc. (“BancInsure”) has denied coverage and refused to indemnify Defendants for any Loss relating to the claims being asserted against Defendants in this action.

4. FDIC-R, Defendants, and BancInsure have entered into a Settlement Agreement, pursuant to which, the Defendants' Answers notwithstanding, the Defendants consent to the entry of the following judgment for the purpose of compromising disputed claims: a judgment in favor of FDIC-R and against Defendants jointly and severally in the amount of FIVE MILLION DOLLARS (\$5,000,000.00). Such judgment hereafter is referred to as the "Confessed Judgment."

5. FDIC-R, Defendants, and BancInsure agree that the amount of the Confessed Judgment is reasonable in light of FDIC-R's claims and the likelihood of a jury verdict substantially in excess of \$5 million should this action proceed to trial.

6. Further, as part of the parties' Settlement Agreement, Defendants have agreed that once the Confessed Judgment is entered herein, Defendants will pay \$750,000 to FDIC-R and BancInsure will pay \$250,000 to FDIC-R in partial satisfaction of the Confessed Judgment.

7. Further, as part of the parties' Settlement Agreement, Defendants will assign to FDIC-R certain rights, claims, causes of action, equitable remedies, statutory rights and damages which the Defendants have or may have against BancInsure arising out of or relating to the Confessed Judgment, FDIC-R's claims asserted in the Complaint, the pending Coverage Litigation (Case No. 12-CV-2110-KHV-GLR), and the BancInsure Policy, all as more fully described in the parties' Settlement Agreement ("Assigned Claims"). In consideration for these assignments, and effective after such assignments have been delivered to FDIC-R, FDIC-R has agreed not to take any action of any kind to assign, document, record, register as a lien, or collect against the Defendants, the Confessed Judgment, except for each of the Defendant's assets consisting of certain rights, title and interest in the BancInsure Policy together with their respective rights, claims, and causes of action in the Assigned Claims ("Covenant Not To Execute").

8. The parties' settlement and the settlement amount are reasonable.

9. The Confessed Judgment will be a complete and final judgment addressing all claims against all Defendants.

10. The Motion is well taken and should be GRANTED.

IT IS THEREFORE ORDERED and ADJUDGED as follows:

A. Judgment is entered in this matter in favor of FDIC-R and against Defendants jointly and severally in the amount of FIVE MILLION DOLLARS (\$5,000,000.00).

B. FDIC-R shall not assign or execute on the Confessed Judgment except as to each of the Defendants' assets consisting of certain rights, title and interest in the BancInsure Policy together with all of the Defendants' respective rights, claims, and causes of action in the Assigned Claims.

C. Upon payment by Defendants of \$750,000 to FDIC-R and upon the assignment of the Assigned Claims to FDIC-R by Defendants, the FDIC-R's Covenant Not to Execute shall become effective.

D. This Judgment is subject to the further jurisdiction of this Court pending the resolution of the Assigned Claims against BancInsure and pending resolution of the claims and counterclaims in Case No. 12-CV-2110-KHV-GLR.

E. Each party shall bear its or his own costs and attorneys' fees.

IT IS SO ORDERED.

Dated this ____ day of February 2013.

JULIE A. ROBINSON
UNITED STATES DISTRICT JUDGE

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 8th day of August 2011, by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation, as receiver of the Columbian Bank & Trust Company ("FDIC"), and John D. Petersen, Frank J. Ross, Jr., and Gregory E. Schwerdt (collectively the "Settling Parties"). (Individually, the FDIC and the Settling Parties may be referred to herein as "Party" and collectively as the "Parties".)

RECITALS

WHEREAS:

Prior to August 22, 2008, the Columbian Bank & Trust ("Columbian" or the "Bank") was a depository institution organized and existing under the laws of the State of Kansas;

On August 22, 2008, the Bank was closed by the State of Kansas 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 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;

The FDIC has asserted claims against certain persons, including the Settling Parties, who had each served at various times as directors of the Bank. The Settling Parties have denied liability for the FDIC's claims.

BancInsure issued directors' and officers' liability policy number [redacted] (the "Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. The Settling Parties have made claims under the Policy.

(b)(4),
(h)(6)

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 FDIC

A. As an essential covenant and condition to this Agreement, the Settling Parties, agree to pay the FDIC the sum of \$300,000 ("the Settlement Funds"), with each of the Settling Parties paying one-third (1/3) of the Settlement Funds.

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 7, 2011, the Settlement Funds shall be delivered to FDIC by direct wire transfer into an account designated by FDIC or by certified or cashier's check drawn upon a depository institution acceptable to FDIC.

In the event that the Settlement Funds are not delivered to the FDIC (or its counsel) by September 7, 2011, interest shall accrue on all unpaid amounts at the rate of 5% per annum from September 7, 2011 until the date of payment. However, if said Settlement Funds are not delivered to the FDIC by September 7, 2011, 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 7, 2011, then, with respect to the Party, or Parties, that fail to deliver their share of the Settlement Funds only, the FDIC, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void, with respect to the non-delivering Party or Parties, 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 Party or Parties, failing to deliver their share of the Settlement Funds, in which event the non-delivering Party, or Parties, agree to jurisdiction in Federal District Court in Kansas 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 with respect to the non-delivering Party, or Parties, at any time prior to 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 with respect to the non-delivering Party or Parties, the FDIC will return all amounts paid to it under this Agreement by the non-delivering Party, or Parties. In no event shall the FDIC declare this Agreement null and void with respect to any Party that has delivered its share of the Settlement Fund on or before September 7, 2011. The failure of one Party to deliver its share of the Settlement Funds shall not affect the validity of this Agreement with respect to a Party that has delivered its share of the Settlement Funds.

SECTION II: Releases

A. Release of Individual Settling Parties by the FDIC.

Effective upon receipt in full of the settlement funds plus any accrued interest described in SECTION I above, and except as provided in PARAGRAPH II.E., the FDIC, for itself and its successors and assigns, hereby releases and discharges each of the Settling Parties 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, nonperformance, or manner of performance of the Settling Parties' respective functions, duties and actions as officers and/or directors of the Bank.

B. Release of FDIC by the Settling Parties.

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

C. Release by Settling Parties of Each Other.

Effective simultaneously with the releases granted in Paragraph II.B. above, the Settling Parties, 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, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

D. Release of BancInsure by Settling Parties.

Effective simultaneously with the releases granted in Paragraphs II.A. and II.B. above, the Settling Parties, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge BancInsure, 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, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy. The Settling Parties agree that any interest they may have under the Policy is extinguished. The FDIC does not release, but instead expressly and fully preserves, any claims against BancInsure, notwithstanding the release of BancInsure by the Settling Parties.

E. Express Reservations From Releases By 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 Parties 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, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC 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; and

c. which are not expressly released in Paragraph II.A., above.

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 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, the United States Attorney's Office for the District of Kansas or 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.

F. Express Reservation of Rights of Bond Carrier.

1. Notwithstanding any other provision, nothing in this Agreement shall release or prejudice the rights of Kansas Bankers Surety or any other underwriter of any financial institution bond, fidelity bond, or banker's blanket bond on which the Bank is an insured, to

bring any claims by way of subrogation to the claims of the FDIC, against a) any directors, officers, or employees of the Bank, including but not limited to the Settling Parties, in their capacity as directors, officers, or employees of the Bank or in any other capacity or b) any other individual or entity, for dishonest or fraudulent conduct that directly caused any losses to the Bank.

2. Nothing herein shall be construed to admit the existence of, or to establish, any claim or cause of action on the part of Kansas Bankers Surety or any other bond underwriter by way of subrogation to claims of the FDIC, that would not exist had this Agreement not been executed.

SECTION III: WAIVER OF DIVIDENDS AND PROCEEDS FROM LITIGATION

To the extent, if any, that Settling Parties are or were shareholders of the Bank and 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 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 United States government in connection with Columbian or its receivership; 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 distributions, or such proceeds.

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, the laws of the State of Kansas.

E. Entire Agreement and Amendments. Except for the Agreement To Waive Statutes Of Limitation In Consideration Of Forbearance From Suit, 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 Parties expressly acknowledge that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of financial information for each of the individual Settling Parties in the personal financial statements each has submitted. If, in their personal financial statements, a Settling Party or Parties has/have intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in that Settling Party's personal financial statement, such Settling Party or Parties agree to cooperate fully with the FDIC to transfer their interest in the asset to the FDIC and to sign any and all documents necessary to transfer their interest in the

asset to the FDIC. Moreover, if, in their personal financial statements such Settling Party or Parties have intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in that Settling Party's personal financial statement, the FDIC in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC may declare the releases granted to such Settling Party or Parties as null and void; (b) the FDIC may retain the Settlement Funds; (c) the FDIC may sue such Settling Party or Parties for damages, an injunction, and specific performance for the breach of this agreement; and (d) the FDIC may seek to vacate any dismissal order and reinstate the FDIC's claims against such Settling Party or Parties. The Settling Parties agree that if, in their personal financial statements, they have intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in that Settling Party's personal financial statement, such Settling Party or Parties consent to the reinstatement of the FDIC's claims and waive any statute of limitations that would bar any of the FDIC's claims against them

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. Further, the Settling Parties agree to cooperate fully with the FDIC in connection with any action required under this Agreement, and in any litigation filed by the FDIC against any former directors or officers of Columbian. 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. Such cooperation shall consist of:

a. producing all documents requested by the FDIC, without the necessity of subpoena, as determined by the FDIC, in its sole discretion, to be relevant to the Bank;

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

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

d. signing truthful affidavits upon request by the FDIC, regarding any matter, as determined by the FDIC 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.

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.

(b)(6)

[Redacted signature area]

JOHN D. PETERSEN

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

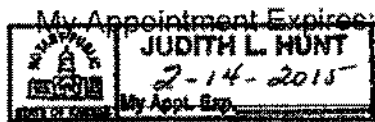
On this 8 day of August 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, John D. Petersen, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)

[Redacted signature area]

Notary Public



(b)(6)

[Redacted Signature]

FRANK J. ROSS, JR.

STATE OF Missouri)
) ss:
COUNTY OF Jackson)

On this 8th day of Aug. 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Frank J. Ross, Jr., known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)

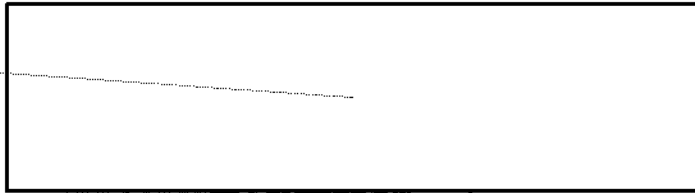
[Redacted Signature]

Notary Public

My Appointment Expires:

**KIM L. ASHURST
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES AUG. 9, 2012
COMMISSION # 08457303**

(b)(6)



GREGORY E. SCHWERDT

STATE OF FLORIDA)
) ss:
COUNTY OF BADDE)

On this 8 day of AUGUST 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Gregory E. Schwerdt, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)



Notary Public JAZMIN SUAREZ

My Appointment Expires:
JANUARY 20, 2013

 Jazmin Suarez
COMMISSION #DD 853014
EXPIRES: JAN. 20, 2013
WWW.AARONNOTARY.com

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this ____ day of March 2012 by and between the following undersigned parties:

The Federal Deposit Insurance Corporation, as receiver of The Columbian Bank and Trust Company ("FDIC"), and Richard L. Roach ("Roach"). (Individually, the FDIC and Roach may be referred to herein as "Party" and collectively as the "Parties".)

RECITALS

WHEREAS:

Prior to August 22, 2008, The Columbian Bank and Trust Company ("Columbian" or the "Bank") was a depository institution organized and existing under the laws of the State of Kansas.

On August 22, 2008, the Bank was closed by the State of Kansas 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 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.

The FDIC has asserted claims against certain persons, including Roach, who had each served at various times as directors of the Bank. Roach has denied liability for the FDIC's claims.

BancInsure issued directors' and officers' liability policy number [redacted] (the "Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. Roach has made claims under the Policy.

(b)(4),
(h)(6)

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 FDIC

A. As an essential covenant and condition to this Agreement, Roach, agrees to pay the FDIC the sum of \$50,000 ("the Settlement Funds").

B. Upon the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, the Settlement Funds shall be delivered to FDIC by direct wire transfer into an account designated by FDIC or by certified or cashier's check drawn upon a depository institution acceptable to FDIC.

C. Without waiving any other rights that the FDIC may have, in the event that all Settlement Funds are not received by the FDIC, 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, and/or shall have the right to enforce this Agreement, in which event Roach, agrees to jurisdiction in Federal District Court in Kansas and agrees to pay all of the FDIC's reasonable attorneys' fees expended in enforcing the terms of this Agreement. Any decision by the FDIC 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 receipt of all Settlement Funds 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.

SECTION II: Releases

A. Release of Roach by the FDIC.

Effective upon receipt in full of the settlement funds described in SECTION I above, and except as provided in PARAGRAPH II.D., the FDIC, for itself and its successors and assigns, hereby releases and discharges Roach and his 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, nonperformance, or manner of performance of Roach's functions, duties and actions as a director of the Bank.

B. Release of FDIC by Roach.

Effective simultaneously with the release granted in PARAGRAPH II.A. above, Roach, on behalf of himself individually, and his heirs, executors, administrators, agents, representatives, successors and assigns, hereby releases and discharges 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, nonperformance, or manner of performance of Roach's functions, duties and actions as a director of the Bank.

C. Release of BancInsure by Roach

Effective simultaneously with the releases granted in Paragraphs II.A. and II.B. above, Roach, on behalf of himself individually, and his heirs, executors, administrators, agents, representatives, successors and assigns, hereby releases and discharges BancInsure, 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, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy; Provided, reimbursement for those attorney fees and costs incurred to the date of the releases granted above in the FDIC vs. McCaffree, *et al*, US District Court Case No. 11-2447-JAR, in an amount not to exceed \$13,000.00, are specifically excepted from release. Roach agrees that any interest he may have under the Policy is extinguished, except to the extent required by law or contract provision to preserve the excepted claims. The FDIC does not

release, but instead expressly and fully preserves, any claims against BancInsure, notwithstanding the release of BancInsure by Roach.

D. Express Reservations From Releases By 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 Roach 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, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC 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; and

c. which are not expressly released in Paragraph II.A., above.

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 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, the United States Attorney's Office for the District of Kansas or 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 AND PROCEEDS FROM LITIGATION

To the extent, if any, that Roach is or was a shareholder of the Bank and its holding company, and by virtue thereof is 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 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 United States government in connection with Columbian or its receivership, he hereby knowingly assigns to the FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other distributions, or such proceeds with the sole exceptions stated in Section II.C., above.

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, the laws of the State of Kansas.

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between 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. Roach expressly acknowledges that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of financial information in the personal financial statement he has submitted. If, in his personal financial statement, Roach has failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in Roach's personal financial statement, Roach agrees to cooperate fully with the FDIC to transfer his interest in the asset to the FDIC and to sign any and all documents necessary to transfer his interest in the asset to the FDIC. Moreover, if, in his personal financial statement Roach has failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in his personal financial statement, the FDIC in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC may declare the releases granted to Roach as null and void; (b) the FDIC may retain the Settlement Funds; (c) the FDIC may sue Roach for damages, an injunction, and specific performance for the breach of this agreement; and (d) the FDIC may seek to vacate any dismissal order and reinstate the FDIC's claims against Roach. Roach agrees that if, in his personal financial statement, he has failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in his personal financial statement, Roach 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

G. Reasonable Cooperation.

1. Roach agrees to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing his 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, Roach agrees to cooperate fully with the FDIC in connection with any action required under this Agreement, and in any litigation filed by the FDIC against any former directors or officers of Columbian. 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. Such cooperation shall consist of:

a. producing all documents requested by the FDIC, without the necessity of subpoena, as determined by the FDIC, in its sole discretion, to be relevant to the Bank;

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

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

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

H. Advice of Counsel. Roach acknowledges that he has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to him by his counsel.

(b)(6)

[Redacted Signature]

Richard L. Roach

STATE OF Florida)
) ss:
COUNTY OF Palm Beach)

On this 7 day of March 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Richard L. Roach, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

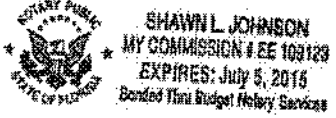
WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)

[Redacted Signature]

Notary Public

My Appointment Expires:
July 5, 2015



SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 7th day of September 2011 by and between the following undersigned parties:

The Federal Deposit Insurance Corporation, as receiver of The Columbian Bank and Trust Company ("FDIC"), and G. Reid Teaney ("Teaney"). (Individually, the FDIC and Teaney may be referred to herein as "Party" and collectively as the "Parties".)

RECITALS

WHEREAS:

Prior to August 22, 2008, The Columbian Bank and Trust Company ("Columbian" or the "Bank") was a depository institution organized and existing under the laws of the State of Kansas.

On August 22, 2008, the Bank was closed by the State of Kansas 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 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.

The FDIC has asserted claims against certain persons, including Teaney, who had each served at various times as directors of the Bank. Teaney has denied liability for the FDIC's claims.

BancInsure issued directors' and officers' liability policy number (the (b)(4) "Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. Teaney has made claims under the Policy.

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 FDIC

A. As an essential covenant and condition to this Agreement, Teaney, agrees to pay the FDIC the sum of \$75,000 ("the Settlement Funds").

B. Upon the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, the Settlement Funds shall be delivered to FDIC by direct wire transfer into an account designated by FDIC or by certified or cashier's check drawn upon a depository institution acceptable to FDIC.

C. Without waiving any other rights that the FDIC may have, in the event that all Settlement Funds are not received by the FDIC, 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, and/or shall have the right to enforce this Agreement, in which event Teaney, agrees to jurisdiction in Federal District Court in Kansas and agrees to pay all of the FDIC's reasonable attorneys' fees expended in enforcing the terms of this Agreement. Any decision by the FDIC 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 receipt of all Settlement Funds 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.

SECTION II: Releases

A. Release of Teaney by the FDIC.

Effective upon receipt in full of the settlement funds described in SECTION I above, and except as provided in PARAGRAPH I.L.D., the FDIC, for itself and its successors and assigns, hereby releases and discharges Teaney and his 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, nonperformance, or manner of performance of Teaney's functions, duties and actions as a director of the Bank.

B. Release of FDIC by Teaney.

Effective simultaneously with the release granted in PARAGRAPH I.L.A. above, Teaney, on behalf of himself individually, and his heirs, executors, administrators, agents, representatives, successors and assigns, hereby releases and discharges 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, nonperformance, or manner of performance of Teaney's functions, duties and actions as a director of the Bank.

C. Release of BancInsure by Teaney

Effective simultaneously with the releases granted in Paragraphs I.L.A. and I.L.B. above, Teaney, on behalf of himself individually, and his heirs, executors, administrators, agents, representatives, successors and assigns, hereby releases and discharges BancInsure, 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, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy. Teaney agrees that any interest he may have under the Policy is extinguished. The FDIC does not release, but instead expressly and fully preserves, any claims against BancInsure, notwithstanding the release of BancInsure by Teaney.

D. Express Reservations From Releases By 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 Teaney 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, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC 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; and

c. which are not expressly released in Paragraph II.A., above.

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 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, the United States Attorney's Office for the District of Kansas or 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 AND PROCEEDS FROM LITIGATION

To the extent, if any, that Teaney is or was a shareholder of the Bank and its holding company, and by virtue thereof is 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 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 United States government in connection with Columbian or its receivership; he hereby knowingly assigns to the FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other distributions, or such proceeds.

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, the laws of the State of Kansas.

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between 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. Teaney expressly acknowledges that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of financial information in the personal financial statement he has submitted. If, in his personal financial statement, Teaney has intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in Teaney's personal financial statement, Teaney agrees to cooperate fully with the FDIC to transfer his interest in the asset to the FDIC and to sign any and all documents necessary to transfer his interest in the asset to the FDIC. Moreover, if, in his personal financial statement Teaney has intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in his personal financial statement, the FDIC in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC may declare the releases granted to Teaney as null and void; (b) the FDIC may retain the Settlement Funds; (c) the FDIC may sue Teaney for damages, an injunction, and specific performance for the breach of this agreement; and (d) the FDIC may seek to vacate any dismissal order and reinstate the FDIC's claims against Teaney. Teaney agrees that if, in his personal financial statement, he has intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in his personal financial statement, Teaney 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

G. Reasonable Cooperation.

1. Teaney agrees to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing his 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, Teaney agrees to cooperate fully with the FDIC in connection with any action required under this Agreement, and in any litigation filed by the FDIC against any former directors or officers of Columbian. 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. Such cooperation shall consist of:

a. producing all documents requested by the FDIC, without the necessity of subpoena, as determined by the FDIC, in its sole discretion, to be relevant to the Bank;

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

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

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

H. Advice of Counsel. Teaney acknowledges that he has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to him by his 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.

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.

THE FEDERAL DEPOSIT INSURANCE CORPORATION, its capacity as the receiver of The Columbian Bank & Trust Company

By: Herbert G. Smith II

(b)(6)

[Redacted signature block]

HERBERT G. SMITH II

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF ARLINGTON)

Subscribed and sworn to before me this 7th day of September 2011.

(b)(6)

[Redacted notary name]

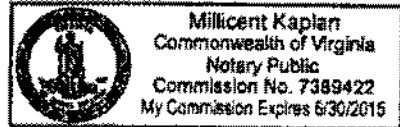
(b)(6)

Notary Pub

[Redacted notary title]

My Appointment Expires:

6/30/2015



(b)(6)

[Redacted Signature]

G. Reid Teaney [Redacted]

(b)(6)

STATE OF Missouri)
) ss:
 COUNTY OF Jackson)

On this 9th day of September 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, G. Reid Teaney, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written

(b)(6)

[Redacted Signature]

Notary Public [Redacted]

(b)(6)

My Appointment Expires:

1/11/2014

