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 Second Federal Savings & Loan Association of Chicago ("FDIC-R"), and Mark T. Doyle, Nadine S. Simko, Joan Batcha, William Thorsness, Constance Lara, and W. Steven Gross (collectively the "Settling Directors and Officers") (the FDIC-R and the Settling Directors and Officers may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to July 20, 2012, Second Federal Savings & Loan Association of Chicago ("Bank") was a depository institution organized and existing under the laws of the state of Illinois;

On July 20, 2012, the Office of the Comptroller of the Currency 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 the Bank's 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 against the Settling Directors and Officers, each of whom served at various times as a director and/or officer of the Bank. The Settling Directors and Officers deny liability for the claims.

The Bank carried a directors' and officers' liability policy for the period December 4, 2011, to December 4, 2012 ("Policy"), by which the insurer ("Insurer") insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policy. The Settling Directors and Officers asserted claims for coverage under the Policy.

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

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

SECTION I: Payment to the FDIC-R

A. As an essential covenant and condition to this Agreement, on or before ten (10) business days following the date on which both (i) all Parties have executed this Agreement and delivered same to Insurer and (ii) the FDIC-R has provided to the Settling Directors and Officers and Insurer all necessary payment instructions and a completed Form W-9, the Settling Directors and Officers shall cause their Insurer to pay on their behalf the sum of $5,411,730.77 ("the Settlement Payment") to the FDIC-R.

B. The Settlement Payment to the FDIC-R shall be made by direct wire transfer into an account designated by the FDIC-R. The FDIC-R shall provide all necessary payment instructions no later than five (5) days after full execution of this Agreement by all Parties.

C. Subject to and without waiving the requirements set forth in Section I.A above, if the FDIC-R does not receive the Settlement Payment on or before the date determined by Section I.A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment to:

1. Extend the period of time for the Settlement Payment; or

2. Enforce this Agreement, in which event the Settling Directors and Officers agree to jurisdiction in the United States District Court for the Northern District of Illinois; or

3. Terminate the Agreement, and proceed with its claims; 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 in full.

SECTION II: Releases

A. The FDIC-R's Release.

Upon receipt of the Settlement Payment in full as provided in Section I, and except as provided in Section II.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling Directors and Officers, 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 Settling Directors and Officers' respective functions, duties, and actions as officers and/or directors of the Bank.

B. The Settling Defendants' Release.

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

C. Exceptions from Releases by the 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 Directors and Officers 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-R, the Bank, other financial institutions, or

any other person or entity, including without limitation any such claims acquired by the 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 diminishing 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.

SECTION III: Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that Settling Directors and Officers 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, Settling Directors and Officers hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and

to any and all such dividends, payments, other distributions, and 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 or her counsel.

SECTION V: Reasonable Cooperation

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. 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 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 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:

Stephen J. Kott
Counsel, Federal Deposit Insurance Corporation
3501 Fairfax Drive, VS-B-7004
Arlington, Virginia 22226

and

Steven P. Blonder
Much Shelist, P.C.
191 N. Wacker Drive
Suite 1800
Chicago, Illinois 60606

If to the Settling Directors and Officers:

To: Mark T. Doyle or Joan Batcha

Nancy Temple
Katten & Temple
542 South Dearborn, 14th Floor
Chicago, Illinois 60605

To: Nadine Simko, W. Steven Gross or William Thorsness

Scott Porterfield
Barack Ferrazzano Kirschbaum & Nagelberg
200 W. Madison Street, Suite 3900
Chicago, Illinois 60606

To: Constance Lara

Eugene J. Schiltz
Crotty & Schiltz, LLC
77 W. Wacker Drive, Suite 4800
Chicago, Illinois 60601

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 nothing in this Agreement prohibits the FDIC-R or the Settling Directors and Officers from disclosing its terms.

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 SECOND FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO

Date: 11/23/15

BY: [redacted] (b)(6)
TITLE: Counsel
PRINT NAME: Stephen J. Kott

Date: _____

MARK T. DOYLE

Date: _____

NADINE S. SIMKO

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Date: _____

BY: _____
TITLE: Counsel
PRINT NAME: Stephen J. Kott

Date: 11-23-15

MARK T. DOYLE

(b)(6)

Date: _____

NADINE S. SIMKO

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Date: _____ BY: _____
TITLE: Counsel
PRINT NAME: Stephen J. Kott

Date: _____ MARK T. DOYLE

_____

Date: 12-2-2015 NADINE S. SIMKO

(b)(6) [redacted]

Date: November 24, 2015 JOAN BATCHA

(b)(6)

Date: _____ WILLIAM THORSNESS

Date: _____ CONSTANCE LARA

Date: _____ W. STEVEN GROSS

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Date: _____ JOAN BATCHA

_____

Date: 12-2-15 WILLIAM THORSNESS

(b)(6) [redacted]

Date: _____ CONSTANCE LARA

_____

Date: _____ W. STEVEN GROSS

_____

Date: _____ JOAN BATCHA

Date: _____ WILLIAM THORSNESS

Date: 11/24/2015 CONSTANCE LARA

(b)(6) [redacted]

Date: _____ W. STEVEN GROSS

Date: _____ JOAN BATCHA

Date: _____ WILLIAM THORSNESS

Date: _____ CONSTANCE LARA

Date: 11/28/2015 W. STEVEN GROSS

(b)(6) [redacted]