

Exhibit A

Plan Support Agreement¹

¹ Capitalized terms used but not defined in this Exhibit A shall have the meanings ascribed to them in the *Debtor's Prepackaged Chapter 11 Plan of Reorganization* (as amended from time to time, the "Plan").

THIS PLAN SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A CHAPTER 11 PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

PLAN SUPPORT AGREEMENT

by and among

**NORTHWEST BANCORPORATION OF ILLINOIS, INC.,
THE UNDERSIGNED SUPPORTING SHAREHOLDERS,
THE UNDERSIGNED SUPPORTING TRUPS HOLDERS,**

and

THE UNDERSIGNED MANAGEMENT PARTIES

March 31, 2015

PLAN SUPPORT AGREEMENT

This Plan Support Agreement (including all exhibits annexed hereto which are incorporated by reference herein, this “Agreement”) is made and entered into as of March __, 2015, by and among Northwest Bancorporation of Illinois, Inc. (the “Debtor”), the undersigned supporting holders (the “Supporting Shareholders”) of the Majority Interests (as defined in the Plan (as defined herein)), each of the undersigned supporting holders (each a “Supporting TruPS Holder,” and, collectively, the “Supporting TruPS Holders”) of TruPS Claims (as defined in the Plan (as defined herein)), and each of the undersigned supporting members of management of the Debtor (each a “Management Party” and, collectively, the “Management Parties,” all of whom are also parties to the Stock Purchase Agreement (as defined in the Plan)), the form of which is attached hereto as **Exhibit A**. Each of the parties hereto is referred to as a “Party” and all parties hereto are collectively referred to as the “Parties.”

WHEREAS, the Debtor, the Supporting TruPS Holders, and the Management Parties have negotiated certain restructuring and recapitalization transactions with respect to the Debtor’s capital structure (such transactions, as set forth in and pursuant to the Plan (as defined herein), the “Restructuring Transactions”);

WHEREAS, to implement or facilitate such transactions, the Debtor intends to commence a voluntary case (the “Chapter 11 Case”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), in a United States Bankruptcy Court having jurisdiction (the “Bankruptcy Court”) and intends to seek confirmation of the prepackaged chapter 11 plan attached hereto as **Exhibit B** (as may be amended, supplemented or revised from time to time in accordance with its terms and this Agreement, the “Plan”) and to solicit votes on the Plan with the disclosure statement attached hereto as **Exhibit C** (as may be amended, supplemented or revised from time to time in accordance with its terms and this Agreement, the “Disclosure Statement”); and

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the Restructuring Transactions and the Plan on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

1. Definitions and Interpretation. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan. This Agreement shall be interpreted according to the rules of interpretation set forth in the Plan.

2. Effectiveness; Entire Agreement.

- a. This Agreement shall become effective and binding on all Parties as of the date this Agreement is executed by each of the Parties; provided that Supporting TruPS Holders holding or controlling at least two thirds (2/3) of the TruPS Claims execute this Agreement.

- b. Without limiting the rights and remedies of any Party arising from a breach of this Agreement prior to its valid termination, except as specifically provided to the contrary herein, if this Agreement is validly terminated pursuant to its terms, then this Agreement shall be null and void and have no further legal effect, and none of the Parties shall have any liability or obligation arising under or in connection with this Agreement. Notwithstanding the immediately preceding sentence, if this Agreement is validly terminated pursuant to its terms, the entire amount of the Plan Funding TruPS Contribution shall be paid or returned to the applicable Supporting TruPS Holders in their respective portions, and the entire amount of the Plan Funding Management Contribution shall be paid or returned to the applicable Management Parties (and the amounts of the Management Loans paid shall be returned to the Supporting TruPS Holders) in their respective portions, in each case as soon as reasonably practicable following such valid termination of this Agreement.
- c. The Plan Funding Escrow shall be held in trust by a non-Debtor escrow agent on behalf of the Electing TruPS Holders and the Management Plan Support Parties and is not and shall not be considered property of the Estate under section 541 of the Bankruptcy Code. The Plan Funding Escrow shall be governed by that certain Escrow Agreement by and between certain Holders of TruPS Claims, the Management Plan Support Parties, and the Debtor, a form of which is attached hereto as **Exhibit D**. The amounts held in the Plan Funding Escrow shall be treated and disbursed in accordance with the Plan.
- d. This Agreement (including the Plan and any other exhibits to this Agreement or to the Plan) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements (oral and written) and all other prior negotiations. Upon the execution of this Agreement, no Party will enter into any agreement related to the transactions contemplated by this Agreement or the Plan unless agreed by all the Parties or provided for under the Plan.

3. Covenants of the Debtor. For so long as this Agreement has not been validly terminated in accordance with its terms, the Debtor hereby agrees and covenants to:

- a. use commercially reasonable efforts to complete solicitation of the Plan and thereafter to commence the Chapter 11 Case on or before April 28, 2015;
- b. use reasonable best efforts in good faith to take all actions necessary or appropriate to propose and support the Plan and obtain entry of the Confirmation Order by the Bankruptcy Court (including, without limitation, filing with the Bankruptcy Court documents to propose and support the Plan and Confirmation and appearing in the Bankruptcy Court in support of the Plan and Confirmation);
- c. operate its business in the ordinary course, taking into account the Restructuring Transactions, and use commercially reasonable efforts to avoid causing the financial condition of First Bank and Trust Company of Illinois ("First Bank") to

deteriorate significantly (including any significant decrease in the regulatory capital ratios of First Bank);

- d. support and consent to the release, discharge, exculpation, and injunction provisions contained in the Plan;
- e. enter into and comply with the terms of the escrow agreement that will govern the Plan Funding Escrow, the form of which is attached hereto as **Exhibit D** (the "Escrow Agreement");
- f. not make any material modifications to any exhibits attached hereto without the express written consent of the Supporting TruPS Holders holding a majority of all TruPS Claims held by all Supporting TruPS Holders (collectively, the "Majority Supporting TruPS Holders");
- g. not seek to cancel, terminate, or revoke any TruPS Election that is made by any Holder of TruPS Claims or seek to effect or interpose any TruPS election that any Holder of TruPS Claims fails to make;
- h. not enter into or seek Bankruptcy Court approval of any post-petition employment, retention, engagement, or other agreements with any third parties other than with Kirkland & Ellis, LLP, without the prior written consent of the Majority Supporting TruPS Holders;
- i. not directly or indirectly object to, delay, impede, commence or support any proceeding in opposition to, or take any other action that is inconsistent with or is intended to frustrate or interfere with the acceptance, Confirmation, implementation, or consummation of the Plan and the Restructuring Transactions;
- j. subject to Section 13.c, not directly or indirectly commence a chapter 11 case for the Debtor (other than the Chapter 11 Case to pursue Confirmation and consummation of the Plan) or propose, file, support, or vote for or in favor of any restructuring, workout, plan of arrangement, plan of reorganization, or sale process other than the Plan (each an "Alternative Transaction"), or directly or indirectly market any assets of the Debtor in any way in connection with an Alternative Transaction;
- k. not take any action that is inconsistent in any material respect with, or is intended to frustrate or impede Confirmation of the Plan and consummation of the Restructuring Transactions;
- l. to the extent any legal, regulatory, or structural impediment arises that would prevent, hinder, or delay Confirmation of the Plan or consummation of the Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

- m. comply with all of its obligations under this Agreement and the exhibits annexed hereto (which exhibits are incorporated herein by reference) unless compliance is waived in writing by each of the other Parties.

4. Covenants of Supporting Shareholders. Upon and only during the continued effectiveness of the Stock Purchase Agreement and for so long as this Agreement has not been validly terminated, each Supporting Shareholder hereby agrees and covenants to:

- a. use commercially reasonable efforts in good faith to support the Plan and entry of the Confirmation Order by the Bankruptcy Court;
- b. not, directly or indirectly, submit an election to terminate the Debtor's current tax treatment as an "S Corporation" in accordance with section 1362(d) of title 26 of the Internal Revenue Code prior to the Effective Date of the Plan;
- c. not take any action prior to the closing of the Recapitalization Right to Purchase that may have negative tax consequences on the Debtor;
- d. not assert any claims of any kind or priority against the Debtor in the Chapter 11 Case;
- e. support and consent to the release, discharge, exculpation, and injunction provisions contained in the Plan;
- f. not object to, delay, impede, commence or support any proceeding in opposition to, or take any other action that is inconsistent with or is intended to frustrate or interfere with the acceptance, Confirmation, implementation, or consummation of the Plan and the Restructuring Transactions;
- g. not hypothecate, pledge, encumber, assign, sell or otherwise transfer, offer or contract to hypothecate, pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, any portion of its right, title, or interests in any of its shares, stock, or other interests in the Debtor.
- h. not commence a chapter 11 case for the Debtor (other than the Chapter 11 Case to pursue Confirmation and consummation of the Plan); and
- i. comply with all of its obligations under this Agreement and the exhibits annexed hereto (which exhibits are incorporated herein by reference) unless compliance is waived in writing by each of the other Parties.

5. Covenants of the Supporting TruPS Holders. For so long as this Agreement has not been validly terminated, each Supporting TruPS Holder (solely on its own behalf and not on behalf of any other Holder of TruPS Claims) hereby agrees and covenants severally (but not jointly) to:

- a. subject to the receipt of the Disclosure Statement and a ballot to vote on the Plan (the form of which is attached hereto as **Exhibit E**), vote each of its TruPS Claims

to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis and not change or withdraw such vote (or cause such vote to be changed or withdrawn);

- b. use reasonable best efforts in good faith to take all actions necessary or appropriate to support the Plan and entry of the Confirmation Order by the Bankruptcy Court (including, without limitation, filing with the Bankruptcy Court documents in support of the Plan and Confirmation and appearing in the Bankruptcy Court in support of the Plan and Confirmation);
- c. subject to the receipt of the Disclosure Statement and a ballot to vote on the Plan, make the TruPS Election such that it becomes an Electing TruPS Holder;
- d. on demand by the Debtor after making the TruPS Election, promptly pay into the Plan Funding Escrow its Pro Rata portion (based on the amount of the respective TruPS Claims relative to the TruPS Claims of all Electing TruPS Holders) of the Plan Funding TruPS Contribution, which payment and any application thereof shall be governed by the applicable provisions of the Plan; provided that each Supporting TruPS Holder agrees and acknowledges that if such Supporting TruPS Holder does not pay its Pro Rata Portion of the Plan Funding TruPS Contribution into the Plan Funding Escrow within two (2) business days of such demand, then it will not under any circumstance be or be deemed an Electing TruPS Holder under the Plan and will be forever barred from seeking to make or reinstate the TruPS Election (including by seeking any relief of the Bankruptcy Court or any other court to permit it to be or be deemed an Electing TruPS Holder);
- e. on demand by the Debtor after making the TruPS Election, execute and enter into the Manager Loan Documents (as defined below) and fund the loans contemplated thereunder within two (2) business days of such demand;
- f. support and consent to (and not opt out of) the release, discharge, exculpation, and injunction provisions contained in the Plan;
- g. not directly or indirectly object to, delay, impede, commence or support any proceeding in opposition to, or take any other action that is inconsistent with or is intended to frustrate or interfere with the acceptance, Confirmation, implementation, or consummation of the Plan and the Restructuring Transactions;
- h. not directly or indirectly commence a chapter 11 case for the Debtor (other than the Chapter 11 Case to pursue Confirmation and consummation of the Plan) or propose, file, support, or vote for or in favor of any Alternative Transaction, or directly or indirectly market any assets of the Debtor in any way in connection with an Alternative Transaction;
- i. to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; provided that the economic outcome for the Parties, the timing of the

Closing Date and other material terms of this Agreement are preserved in any such provisions; and

- j. comply with all of its obligations under this Agreement and the exhibits annexed hereto (which exhibits are incorporated herein by reference) unless compliance is waived in writing by each of the other Parties.

6. Covenants of Management Parties. For so long as this Agreement has not been validly terminated in accordance with its terms, each Management Party (solely on its own behalf and not on behalf of any other Management Party) hereby agrees and covenants severally (but not jointly) to:

- a. use reasonable best efforts in good faith to take all actions necessary or appropriate to support the Plan and entry of the Confirmation Order by the Bankruptcy Court (including, without limitation, filing with the Bankruptcy Court documents in support of the Plan and Confirmation and appearing in the Bankruptcy Court in support of the Plan and Confirmation);
- b. through FB Investment Group, LLC (which shall be controlled by the Management Parties), execute loan agreement(s), promissory notes, and pledge agreements substantially in the form attached hereto as **Exhibit F** (collectively, the "Manager Loan Documents") with the Supporting TruPS Holders and any other Holder of TruPS Claims that makes the TruPS Election (as such terms are defined in the Plan) and, within two (2) business days of signing this Agreement, fund \$120,000.00 into the Plan Funding Escrow (it being understood that the Manager Loan Documents will be held in escrow pending countersignature by the counterparties thereto, and that the counterparties thereto will countersign the Manager Loan Documents and provide the loan amounts thereunder in accordance with the covenant set forth in Section 5.e hereof);
- c. use reasonable best efforts to effect and consummate the Sale Transaction contemplated by the Stock Purchase Agreement and satisfy its respective obligations under the Stock Purchase Agreement;
- d. not directly or indirectly assert any claims of any kind or priority against the Debtor in the Chapter 11 Case;
- e. support and consent to the release, discharge, exculpation, and injunction provisions contained in the Plan;
- f. not directly or indirectly object to, delay, impede, commence or support any proceeding in opposition to, or take any other action that is inconsistent with or is intended to frustrate or interfere with the acceptance, Confirmation, implementation, or consummation of the Plan and the Restructuring Transactions;
- g. not directly or indirectly commence a chapter 11 case for the Debtor (other than the Chapter 11 Case to pursue Confirmation and consummation of the Plan) or propose, file, support, or vote for or in favor of any Alternative Transaction, or

directly or indirectly market any assets of the Debtor in any way in connection with an Alternative Transaction;

- h. to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated herein, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; provided that the economic outcome for the Parties, the timing of the Closing Date and other material terms of this Agreement are preserved in any such provisions; and
- i. comply with all of its obligations under this Agreement and the exhibits annexed hereto (which exhibits are incorporated herein by reference) unless compliance is waived in writing by each of the other Parties.

7. **Representations and Warranties by the Debtor.** The Debtor represents and warrants to each of the other Parties that, as of the date hereof:

- a. it has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement, and the execution, delivery, and performance by it of this Agreement will not (i) contravene any applicable provision of any law, statute, rule or regulation, or any order writ, injunction, or decree of any court or governmental instrumentality or violate any provision of its organizational documents or (ii) conflict with, or result in a breach or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it or any of its subsidiaries is a party;
- b. the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part;
- c. this Agreement is the legally valid and binding obligation of the Debtor and is enforceable against the Debtor in accordance with its terms, except as enforcement may be limited in or by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally;
- d. the Debtor's engagement agreement with River Branch Capital, LLC or any affiliates thereof (collectively, "River Branch") has been, or will be, amended such that any and all fees payable by the Debtor to River Branch are only paid after the Effective Date of the Plan and are contingent on a successful capital raise for First Bank;
- e. it has no knowledge of the occurrence of any event that, due to any fiduciary or similar duty to any other person, would prevent it from taking any action required of it under this Agreement; and

- f. except as expressly provided in this Agreement, the execution, delivery, and performance by it of this Agreement do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body other than the Bankruptcy Court and (solely in relation to regulatory matters related to the exercise of the Recapitalization Right to Purchase) the Federal Deposit Insurance Corporation.

8. Representations and Warranties by the Supporting Shareholders. Each Supporting Shareholder (solely on its own behalf and not on behalf of any other Holder of Interests) represents and warrants on a several (but not joint) basis to each of the other Parties that, as of the date hereof:

- a. such Supporting Shareholder either is the sole beneficial owner of or has sole investment or voting discretion (and the power and authority to bind the beneficial owner(s)) with respect to outstanding shares of common stock in the Debtor that, together with any such shares held or controlled by any other Supporting Shareholders, constitute a majority of the issued or outstanding shares of common stock of the Debtor, and such Supporting Shareholder has made no hypothecation, pledge, encumbrance, assignment, sale, or other transfer, or offered or contracted to hypothecate, pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, any portion of its right, title, or interests in any of its shares, stock, or other interests in the Debtor;
- b. such Supporting Shareholder has full power and authority to act on behalf of, vote, and consent to matters concerning such shares of common stock in the Debtor and to dispose of, exchange, assign, and transfer such shares, including the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- c. the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part; and
- d. this Agreement is the legally valid and binding obligation of such Supporting Shareholder and is enforceable against such Supporting Shareholder in accordance with its terms.

9. Representations and Warranties by the Supporting TruPS Holders. Each Supporting TruPS Holder (solely on its own behalf and not on behalf of any other Holder of TruPS Claims) represents and warrants on a several (but not joint) basis to each of the other Parties that, as of the date hereof:

- a. such Supporting TruPS Holder (A) either (1) is the sole beneficial owner of the principal amount of Trust Junior Subordinated Debentures set forth on such Supporting TruPS Holder's signature page to this Agreement, or (2) has sole investment or voting discretion with respect to the principal amount of claims

under such Trust Junior Subordinated Debentures set forth on such signature page and has the power and authority to bind the beneficial owner(s) of such TruPS Claims to the terms of this Agreement, and (B) has full power and authority to act on behalf of, vote, and consent to matters concerning such TruPS Claims and to dispose of, exchange, assign, and transfer such TruPS Claims, including the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

- b. such Supporting TruPS Holder has made no assignment, sale, participation, grant, conveyance, pledge, or other transfer of, and has not entered into any other agreement to assign, sell, use, participate, grant, convey, pledge, or otherwise transfer, in whole or in part, any portion of its right, title, or interests in any TruPS Claims that are subject to this Agreement that conflict with the representations and warranties of such Supporting TruPS Holder herein or would render such Supporting TruPS Holder otherwise unable to comply with this Agreement and perform its obligations hereunder;
- c. this Agreement constitutes the legally valid and binding obligation of such Supporting TruPS Holder, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;
- d. such Supporting TruPS Holder is an "accredited investor" (as defined by Rule 501 of the Securities Act of 1933, as amended); and
- e. such Supporting TruPS Holder does not have actual knowledge of the occurrence of any event that, due to any fiduciary or similar duty to any other person, would prevent it from taking any action required of it under this Agreement.

10. Representations and Warranties by Management Parties. Each Management Party (solely on its own behalf and not on behalf of any other Management Party) represents and warrants on a several (but not joint) basis to each of the other Parties that, as of the date hereof:

- a. it has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement and the execution, delivery, and performance by it of this Agreement will not (i) contravene any applicable provision of any law, statute, rule or regulation, or any order writ, injunction, or decree of any court or governmental instrumentality or violate any provision of its organizational documents or (ii) conflict with, or result in a breach or constitute (with due notice or lapse of time or both) a default under any material contractual obligations to which it or any of its subsidiaries is a party;
- b. the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part;

- c. this Agreement is the legally valid and binding obligation of such Management Party and is enforceable against such Management Party in accordance with its terms; and
- d. except as expressly provided in this Agreement, the execution, delivery, and performance by it of this Agreement do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body other than (solely in relation to regulatory matters related to any exercise by such Management Party of the Recapitalization Right to Purchase) the Federal Deposit Insurance Corporation.

11. Survival. The foregoing representations and warranties of the Parties shall not survive the Closing Date (as defined in the Stock Purchase Agreement) of the Recapitalization Right to Purchase. After the Closing Date, there will be no liability for breach of any covenants contained in this Agreement that were to be performed prior to such closing.

12. Transfer Restrictions. Each Supporting TruPS Holder agrees that, so long as either (i) this Agreement has not been validly terminated in accordance with its terms or (ii) the Effective Date of the Plan has not occurred, it shall not directly or indirectly (a) grant any proxies to any person in connection with its TruPS Claims, or other claims against or interests in the Debtor, to vote on the Plan or any other plan in the Chapter 11 Case or (b) sell, loan, issue, pledge, hypothecate, assign, transfer, or otherwise dispose of or grant, issue, or sell any option, right to acquire, voting, participation, or other interest in any TruPS Claims or other claims or interests, in whole or in part, any TruPS Claim, or any option thereon or any right or interest therein (each of (a) and (b), a "Transfer"), unless (x) the transferee is a Party to this Agreement or (y) if the transferee is not a Party to this Agreement prior to the effectiveness of the Transfer, such transferee delivers to the other Parties an executed signature page for, and agrees to be bound by, this Agreement, in which event the transferee shall be deemed to be a Supporting TruPS Holder hereunder solely with respect to the TruPS Claims purchased from a Supporting TruPS Holder (the "Purchased TruPS Claims") and shall be subject to all obligations and covenants of the Supporting TruPS Holders hereunder, and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the Purchased TruPS Claims. Each Supporting TruPS Holder agrees that any Transfer or purported Transfer that does not comply with this Agreement shall be deemed void *ab initio* and of no effect. For the avoidance of doubt, this Agreement shall in no way be construed to preclude any holder of TruPS Claims from acquiring additional Trust Junior Subordinated Debentures or TruPS Claims or any other claims against or interests in the Debtor; provided that any additional Trust Junior Subordinated Debentures or TruPS Claims or any other claims against or interests in the Debtor acquired shall, upon acquisition, automatically be deemed to be subject to all the terms of this Agreement. For the avoidance of doubt, following valid termination of this Agreement in accordance with its terms or the Effective Date of the Plan, the restrictions contained in this Section 12 shall be null and void and of no force or effect. shall, upon acquisition, automatically be deemed to be subject to all the terms of this Agreement.

13. Termination of Obligations. This Agreement shall terminate, and all obligations of the parties hereto shall immediately terminate and be of no further force and effect as follows:

- a. by the mutual written consent of the Debtor, the Supporting TruPS Holders, and the Management Parties;
- b. on the date that is five (5) business days following the occurrence of any of the events listed below (each, a "Termination Event"), unless such Termination Event is waived by the Debtor, the Majority Supporting TruPS Holders, and the Management Parties within such five (5) business day period:
 - i. the Petition Date shall not have occurred on or before April 30, 2015, or such later date as may be agreed in writing by the Debtor, the Supporting TruPS Holders, and the Management Parties;
 - ii. the Stock Purchase Agreement shall not have been executed by all parties thereto on or before the date hereof, or such later date as may be agreed in writing by the Debtor, the Supporting TruPS Holders, and the Management Parties;
 - iii. the Manager Loan Documents shall not have been executed by all parties thereto on or before the date hereof, or such later date as may be agreed in writing by the Debtor, the Supporting TruPS Holders, and the Management Parties;
 - iv. the Escrow Agreement shall not have been executed by all parties thereto on or before the date hereof, or such later date as may be agreed in writing by the Debtor, the Supporting TruPS Holders, and the Management Parties;
 - v. the Confirmation Order shall not have been entered by the Bankruptcy Court on or before July 14, 2015, or such later date as may be agreed in writing by the Debtors, the Supporting TruPS Holders and the Management Parties;
 - vi. Section 14 of this Agreement shall not have been satisfied on or before the date of entry of the Confirmation Order;
 - vii. the Effective Date shall not have occurred on or before August 13, 2015, or such later date as may be agreed in writing by the Debtors, the Supporting TruPS Holders, and the Management Parties;
 - viii. the Debtor shall (A) publicly announce its intention not to pursue Confirmation or consummation of the Plan or (B) publicly propose, accept, or file any documents with the Bankruptcy Court seeking approval of an Alternative Transaction;
 - ix. (A) an examiner with expanded powers or a trustee shall have been appointed in the Chapter 11 Case, or (B) the Chapter 11 Case shall have been converted to a case under Chapter 7;

- x. the Stock Purchase agreement is validly terminated by any party for any reason.
- c. by the Debtor, if the board of directors of the Debtor reasonably determines in good faith that Confirmation or consummation of the Plan cannot reasonably be achieved or that the continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under applicable law;
- d. by any Supporting Shareholder, if the Stock Purchase Agreement is validly terminated;
- e. by any Supporting Shareholder, if after the date hereof and before the Effective Date any Supporting Shareholder or any member of the board of directors of the Debtor or First Bank receives any instruction or direction from the Federal Deposit Insurance Corporation, the Illinois Department of Financial and Professional Regulation, the Federal Reserve Bank of Chicago or the Board of Governors of the Federal Reserve System that any of the Supporting Shareholders, the Debtor or the directors of the Debtor or First Bank should act to cause First Bank to be recapitalized prior to the consummation of the transactions contemplated in the Stock Purchase Agreement or the Plan;
- f. by the Majority Supporting TruPS Holders, if (i) the Effective Date shall not have occurred on or before the date that is 45 days after the date of entry of the Confirmation Order and (ii) the amount of the Estimated Plan Funding Amount (including any adjustment, modification, or supplement thereto) has increased based on any change to the date by which the Debtor reasonably projects the Effective Date will have occurred, but only if (iii) after engaging in good-faith discussions with the Debtor regarding the accuracy of the Estimated Plan Funding Amount (including any adjustment, modification, or supplement thereto), the Electing TruPS Holders holding a majority of all TruPS Claims held by all Electing TruPS Holders certify to the Debtor in writing that they are not reasonably satisfied that the amount of the Estimated Plan Funding Required Amount (excluding the amount of any Claim to the extent that such Claim is: (i) disallowed or expunged by a Final Order; and/or (ii) not payable in Cash (as provided by any documents giving rise to or governing such Claim or otherwise agreed by the Debtor and the Holder(s) of such Claim)) shall be less than or equal to the aggregate amount of all Plan Funding Contributions;
- g. by the Majority Supporting TruPS Holders, if the Debtor makes any material modifications to any exhibits hereto without the express written consent of the Majority Supporting TruPS Holders; or
- h. by the Majority Supporting TruPS Holders, if the ballot for the Holders of TruPS Claims to vote on the Plan is modified from the form attached hereto as **Exhibit E**, unless the Majority Supporting TruPS Holders agree in writing to such modifications.

14. Estimated Plan Funding Required Amount. This Section 14 shall be satisfied upon the occurrence of each of the following:

- a. upon the reasonable request of any Supporting TruPS Holder, the Debtor shall have provided to the Supporting TruPS Holders all reasonably available information and diligence materials regarding Claims and potential Claims that may be asserted or assertable against the Debtor;
- b. the Debtor shall have provided to the Supporting TruPS Holders a good-faith and reasonable estimate (the "Estimated Plan Funding Required Amount"), together with reasonably detailed supporting data, based on all Claims asserted in the Chapter 11 Case and all other reasonably available information, of the aggregate total amount of all asserted or assertable Claims that are: (i) Administrative Claims (through a date by which the Debtor reasonably projects the Effective Date will have occurred); (ii) Cure Claims (iii) Priority Tax Claims; (iv) Other Priority Claims; (v) Secured Claims; and (vi) General Unsecured Claims; and
- c. After engaging in good-faith discussions with the Debtor regarding the accuracy of the Estimated Plan Funding Amount and prior to Confirmation, the Electing TruPS Holders holding a majority of all TruPS Claims held by all Electing TruPS Holders notified the Debtor in writing that in their sole discretion they are satisfied that the amount of the Estimated Plan Funding Required Amount (excluding the amount of any Claim to the extent that such Claim is: (i) disallowed or expunged by a Final Order; and/or (ii) not payable in Cash (as provided by any documents giving rise to or governing such Claim or otherwise agreed by the Debtor and the Holder(s) of such Claim)) shall be less than or equal to the aggregate amount of all Plan Funding Contributions.

15. Remedies Under this Agreement. Without limiting the rights or remedies of the Debtor against any other Party with respect to monetary damages, the Debtor shall not be liable to any other Party for money damages of any kind for a breach of this Agreement, whether direct, special, indirect, consequential, incidental, or punitive. Without limiting the rights or remedies of the Debtor against any other Party with respect to monetary damages, any non-breaching Party shall be entitled to specific performance of this Agreement and injunctive or other equitable relief for any breach of this Agreement, without having to establish the inadequacy of damages as a remedy or any requirement to post a bond.

16. Counterparts. This Agreement and any amendments, waivers, consents, or supplements hereto or in connection herewith may be executed in multiple counterparts (including by means of telecopied or electronically transmitted signature pages), all of which taken together shall constitute one and the same Agreement.

17. No Solicitation. Notwithstanding anything to the contrary, this Agreement is not and shall not be deemed to be (a) a solicitation of consents to the Plan or any chapter 11 plan or (b) an offer for the issuance, purchase, sale exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act of 1933 and the Securities Exchange Act of 1934, each as amended.

18. Time Is of the Essence. The Parties acknowledge and agree that time is of the essence, and that they must each use best efforts to effectuate and consummate the Restructuring as soon as reasonably practicable.

19. Relationship Among the Parties. Nothing herein shall be deemed or construed to create a partnership, joint venture, or other association between or among any of the Parties. Each Party agrees and understands that neither this Agreement, the Plan, nor the transactions contemplated hereby or thereby, creates or otherwise gives rise to any fiduciary duty or other duty of trust or confidence not otherwise existing.

20. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT (AND ANY CLAIMS, CAUSES OF ACTION, ACTIONS, CONTROVERSIES OR DISPUTES THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE HERETO OR THERETO, TO THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, TO THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THEREOF, OR TO THE INDUCEMENT OF ANY PARTY TO ENTER HEREIN AND THEREIN, WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE AND WHETHER PREDICATED ON COMMON LAW, STATUTE OR OTHERWISE) SHALL BE CONSTRUED AND INTERPRETED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF DELAWARE, EXCEPT TO THE EXTENT THAT THE FEDERAL LAWS OF THE UNITED STATES APPLY. FOR SO LONG AS THE DEBTOR IS OR MAY BE SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT, THE PARTIES HERETO IRREVOCABLY ELECT AS THE SOLE JUDICIAL FORUM FOR THE ADJUDICATION OF ANY MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (AND ANY CLAIMS, CAUSES OF ACTION, ACTIONS, CONTROVERSIES OR DISPUTES THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE HERETO OR THERETO, TO THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, TO THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THEREOF, OR TO THE INDUCEMENT OF ANY PARTY TO ENTER HEREIN AND THEREIN, WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE AND WHETHER PREDICATED ON COMMON LAW, STATUTE OR OTHERWISE), AND CONSENT TO THE EXCLUSIVE JURISDICTION OF, THE BANKRUPTCY COURT. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE SUBMITTED TO THE BANKRUPTCY COURT AS LONG AS THE DEBTOR IS OR MAY BE SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT. IN THAT CONTEXT, EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY: (1) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY ACTION RELATING TO THIS AGREEMENT OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION SHALL BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT; (2) CONSENTS THAT ANY SUCH ACTION MAY AND SHALL BE BROUGHT IN SUCH COURT AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OR JURISDICTION OF ANY SUCH ACTION IN ANY SUCH COURT OR THAT SUCH ACTION WAS BROUGHT IN AN INCONVENIENT COURT OR FORUM AND AGREES NOT TO PLEAD OR CLAIM THE SAME; (3) AGREES THAT SERVICE OF

PROCESS IN ANY SUCH ACTION MAY BE EFFECTED BY MAILING A COPY OF SUCH PROCESS BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY OR ANY RECOGNIZED SERVICE AGENT ON BEHALF THEREOF; AND (4) AGREES THAT NOTHING IN THIS AGREEMENT SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY THE LAWS OF THE STATE OF DELAWARE.

21. Independent Analysis. Each Party hereby confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it has deemed appropriate.

22. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision survives to the extent it is not so declared, and all of the other provisions of this Agreement remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

23. Mutual Drafting. This Agreement is the result of the Parties' joint efforts, and each of them and their respective counsel have reviewed this Agreement and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and therefore there shall be no construction against either Party based on any presumption of that Party's involvement in the drafting thereof.

24. Headings. The headings used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no headings had been used in this Agreement.

25. Amendments. Except as otherwise provided herein, this Agreement may not be modified, amended, or supplemented without prior written agreement signed by the Majority Supporting TruPS Holders and all of the other Parties hereto.

[Signature Pages Follow]

The undersigned Parties hereby execute this Agreement as of the date first set forth above:

THE DEBTOR:

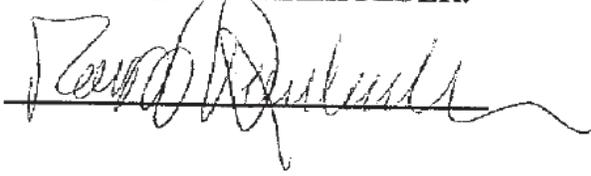
NORTHWEST BANCORPORATION OF ILLINOIS, INC.

By: 

Name: Alan Reasoner

Title: President

SUPPORTING SHAREHOLDER:

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "David D. [unclear]".

By: _____
Name:
Title:

SUPPORTING TRUPS HOLDER:

OSK, LLC

By: 

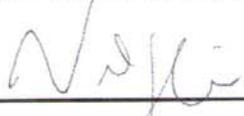
Name: Adam Bernier

Title: Chief Operating Officer

Principal amount of Trust Junior Subordinated Debentures owned or controlled by such
Supporting TruPS Holder:

\$ 6,000,000

SUPPORTING TRUPS HOLDER:



By: VIKASRA G/A

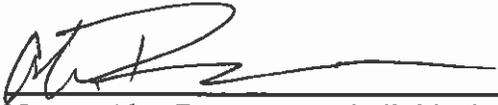
Name:

Title: member

Principal amount of Trust Junior Subordinated Debentures owned or controlled by such Supporting TruPS Holder:

\$ 17,000,000 (PRINCIPAL only)

MANAGEMENT PARTIES

A handwritten signature in black ink, appearing to be 'Alan Reasoner', written over a horizontal line.

Name: Alan Reasoner, an individual

A handwritten signature in black ink, appearing to be 'Emad Murrar', written over a horizontal line.

Name: Emad Murrar, an individual

Exhibit A

Stock Purchase Agreement

[Exhibit included elsewhere in the Plan Supplement and omitted in this instance.]

Exhibit B

Plan

[Exhibit filed as Docket No. 3 and omitted in this instance.]

Exhibit C

Disclosure Statement

[Exhibit filed as Docket No. 4 and omitted in this instance.]

Exhibit D

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (as the same may be amended or modified from time to time pursuant hereto, this "Escrow Agreement") is made and entered into as of March 31, 2015, by and among Northwest Bancorporation of Illinois, Inc. ("Depositor"), the Supporting TruPS Holders (as defined herein), the Supporting Management Parties (as defined herein), and Citibank, NA, as escrow agent (the "Escrow Agent").

WHEREAS, the Depositor (the "Debtor") will file a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Illinois on or before April 30, 2015 (the "Chapter 11 Case");

WHEREAS, pursuant to that certain plan support agreement dated March 31, 2015 (the "Plan Support Agreement"), the Depositor and Supporting TruPS Holders shall establish an escrow account (the "Escrow") for obligations under the payments made during the Debtor's Chapter 11 Case and in accordance with the Debtor's prepackaged chapter 11 plan (as may be amended, supplemented or revised from time to time in accordance with its terms, the "Plan");

WHEREAS, pursuant to the Plan Support Agreement those supporting holders of trust preferred securities signing onto the Plan Support Agreement (the "Supporting TruPS Holders") shall deposit \$880,000.00 into the Escrow on or before April 28, 2015;

WHEREAS, Alan Reasoner and Emad Murrar (collectively, the "Supporting Management Parties") shall each deposit \$60,000.00 into the Escrow on or before March 31, 2015;

WHEREAS, the Plan provides for a successor in interest to the Debtor pursuant to and under the Plan (the "Reorganized Debtor");

WHEREAS, only (1) the Debtor or the Reorganized Debtor, as the case may be, each through their representative counsel, Kirkland & Ellis LLP ("K&E") (who are listed in Schedule A-1 attached hereto), (2) any of the Supporting TruPS Holders (who are listed in Schedule A-2 attached hereto), and (3) the Supporting Management Parties (who are listed in Schedule A-3 hereto), jointly (collectively with the Debtor, K&E, and the Supporting TruPS Holders, the "Directing Parties") can issue joint directions to release the funds to the Depositor;

WHEREAS, the Escrow Funds (as defined below) shall only be released from the Escrow as directed in accordance with Section 3 of this Escrow Agreement and neither the Depositor, nor the Reorganized Debtor, nor K&E has or shall have any interest of any kind in the Escrow Funds unless and until such funds are released from the Escrow Account (as defined below) to such parties in accordance with the Plan and Plan Support Agreement;

WHEREAS, Depositor receives and holds certain funds; and

WHEREAS, Depositor, the Supporting TruPS Holders, and the Supporting Management Parties are desirous of appointing the Escrow Agent as its agent to hold these funds subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment; Purpose of Escrow Arrangement.** Depositor, Supporting TruPS Holders, and Supporting Management Parties hereby appoint Escrow Agent as their Escrow Agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein. Depositor hereby

represents, warrants and covenants that (a) the purpose of this escrow arrangement is as follows: to fund obligations under the Chapter 11 Case and distribute such funds in accordance with the Plan (the "Purpose"), (b) an Escrow Agreement and dedicated Escrow Account (as hereafter defined) is necessary and appropriate for the Purpose and the use of a general operating account would be appropriate for the Purpose, and (c) the deposit of funds hereunder, each transaction in the Escrow Account and each document, notice, instruction or request provided to Escrow Agent hereunder shall comply with all applicable laws and regulations.

2. **Funds.** The Supporting TruPS Holders agree to deposit with Escrow Agent the sum of \$880,000.00 and the Supporting Management Parties agree to deposit with Escrow Agent the sum of \$120,000.00, for an aggregate deposit of \$1,000,000.00 ("Escrow Deposit"). Unless otherwise instructed in writing, the Escrow Agent shall invest and reinvest the Escrow Deposit, together with all products and proceeds thereof, including all interest, dividends, gains, and other income earned with respect thereto (collectively, the "Escrow Funds") in a "noninterest-bearing transaction account" insured by the Federal Deposit Insurance Corporation ("FDIC") to the applicable limits. The Escrowed Funds shall at all times remain available for distribution. The Escrow Agent is authorized to establish a noninterest-bearing transaction account for the Escrowed Funds and to transfer cash balances between the Escrow Account and its respective noninterest-bearing transaction account as necessary to facilitate transactions as contemplated by this Escrow Agreement. The parties hereto acknowledge that a monthly account statement will be issued for the noninterest-bearing transaction account in addition to the monthly account statement for the Escrow Account. All interest or other income earned under this Escrow Agreement shall be retained in the Escrow Account as part of the Escrow Funds and reported by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form), as income earned from the Escrow Deposit by the Depositor, whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. Depositor hereby represents to Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Escrow Agreement.

3. **Disposition and Termination.** (a) Escrow Agent shall deliver the Escrow Funds only upon and pursuant to the written instructions executed by the Directing Parties. Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of the Escrow Funds must be in writing or set forth in a Portable Document Format ("PDF"), executed by the Directing Parties and delivered to Escrow Agent only by confirmed facsimile or attached to an email on a Business Day only at the fax number or email address set forth in Section 8 below. No instruction for or related to the transfer or distribution of the Escrow Funds shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Business Day by facsimile or as a PDF attached to an email only at the fax number or email address set forth in Section 8 and as evidenced by a confirmed transmittal to the transmitting fax number or email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. Escrow Agent shall not be liable to Depositor, Supporting TruPS Holders, Supporting Management Parties, or any other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Funds if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent. Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds to the following parties without a verifying call-back as set forth in Section 3(b) below:

Reorganized Debtor:	Bank name:	Northwest Bancorporation of Illinois, Inc.
	ABA number:	071923336
	Account name:	Northwest Bancorporation of Illinois, Inc.
	Account number:	333067

HoldCo Asset Management, L.P.:	Bank name:	TD Bank
	ABA number:	026013673
	Account name:	HoldCo Opportunities Fund, L.P.
	Account number:	4290326672

OSK, LLC:	Bank name:	Wells Fargo Bank, N.A.
	ABA number:	121000248
	Account name:	OSK Asset Holdings, LLC
	Account number:	2179160854
Alan Reasoner:	Bank name:	JPMorgan Chase Bank, N.A.
	ABA number:	071000013
	Account name:	Alan Reasoner
	Account number:	765130083
Emad Murrar:	Bank name:	PNC Bank, NA
	ABA number:	071921891
	Account name:	Emad Murrar
	Account number:	4606661266

Upon notice from the Directing Parties this Escrow Agreement shall terminate, and any residual Escrow Funds shall be promptly released to the Supporting TruPS Holders and the Supporting Management Parties, subject to the provisions of Section 6. Unless and until such notice is given by the Directing Parties, neither the Debtor nor the Reorganized Debtor shall have no interest in, control of, or right to any of the Escrow Funds.

(b) In the event any other funds transfer instructions are set forth in an instruction from the Directing Parties in accordance with Section 3(a), Escrow Agent is authorized to seek confirmation of such funds transfer instructions by a single telephone call-back to one of the Directing Parties, and Escrow Agent may rely upon the confirmation of anyone purporting to be that Directing Party. The persons and telephone numbers designated for call-backs may be changed only in a writing executed by a Directing Party and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Except as set forth in Section 3(a) above, no funds will be disbursed until a Directing Party is able to confirm such instructions by telephone callback. Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by Depositor and confirmed by a Directing Party. Further, the beneficiary's bank in the funds transfer instruction may make payment on the basis of the account number provided in Depositor's instruction and confirmed by a Directing Party even though it identifies a person different from the named beneficiary.

The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any transfer instructions furnished to it hereunder and believed by it to be genuine and to have been signed and presented by the proper Directing Parties. Concurrent with the execution of this Agreement, the Directing Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Schedule A-1, Schedule A-2, and Schedule A-3 attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request.

(c) Depositor and Supporting TruPS Holders acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the internet and Depositor hereby expressly assumes such risks.

(d) As used in this Section 3, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. Depositor, Supporting TruPS Holders, and Supporting Management Parties acknowledge that the security procedures set forth in this Section 3 are commercially reasonable.

4. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by any Directing Party believed by it to be genuine and to have been signed by such Directing Party(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and

Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to Depositor, Supporting TruPS Holders, and Supporting Management Parties. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds, including, without limitation, the Deposit nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

5. **Resignation; Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing specifying a date when such resignation shall take effect. Escrow Agent shall deliver the Escrow Funds as directed by the Directing Parties to any appointed successor Escrow Agent, at which time Escrow Agent's obligations under this Escrow Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all of the escrow business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act, provided that such entity effectively assumed all obligations of the Escrow Agent under this Escrow Agreement.

6. **Compensation.** Depositor agrees to pay Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2. Depositor further agrees to the disclosures set forth in Schedule 2.

7. **Indemnification and Reimbursement.** Depositor, Supporting TruPS Holders, and Supporting Management Parties, jointly and severally, agree to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses"), arising out of or in connection with (a) Escrow Agent's performance of this Escrow Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of such Indemnitee; (b) Escrow Agent's following any instructions or directions from the Directing Parties received in accordance with this Escrow Agreement; and (c) a breach of any representation or warranty made by Depositor under this Escrow Agreement. Depositor, Supporting TruPS Holders, and Supporting Management Parties hereby grant Escrow Agent a lien on, right of set-off against and security interest in the Escrow Funds for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. In furtherance of the foregoing, Escrow Agent is expressly authorized and directed, but shall not be obligated, to charge against and withdraw from the Escrow Funds for its own account or for the account of an Indemnitee any amounts due to Escrow Agent or to an Indemnitee under Section 6 or 7. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Escrow Agreement.

8. **Notices.** All notices, requests, demands and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) on the day of transmission if set forth in a PDF sent by electronic mail ("e-mail") to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States Mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the parties to notify the Escrow Agent and the other party in writing of any name or address changes.

If to Depositor: Northwest Bancorporation of Illinois, Inc.
300 East Northwest Highway
Palatine, Illinois 60067
Attention: Alan Reasoner
Tel No.: (847) 654-4420
Fax No.: (847) 705-3903
Email Address: alan.reasoner@firstbankillinois.com

With copies to: Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: David R. Seligman, P.C. and Brad Weiland
Tel No.: (312) 862-2000
Fax No.: (312) 862-2200
Email Addresses: david.seligman@kirkland.com
brad.weiland@kirkland.com

If to the
Reorganized Debtor: Northwest Bancorporation of Illinois, Inc.
300 East Northwest Highway
Palatine, Illinois 60067
Attention: Alan Reasoner
Tel No.: (847) 654-4420
Fax No.: (847) 705-3903
Email Address: alan.reasoner@firstbankillinois.com

With copies to: Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: David R. Seligman, P.C. and Brad Weiland
Tel No.: (312) 862-2000
Fax No.: (312) 862-2200
Email Addresses: david.seligman@kirkland.com
brad.weiland@kirkland.com

If to HoldCo Asset
Management, L.P.: HoldCo Asset Management, L.P.
32 Broadway, Suite 1201
New York, New York 10004
Attn: Vik Ghei
Tel No.: (917) 740-8450
Fax No.: (607) 216-3312
Email Address: vik@holdcoadvisors.com

If to OSK, LLC: OSK, LLC
3948 W. 49½ Street, Box 24794
Edina, Minnesota 55424
Attn: Stephen Hodges
Tel No.: (502) 439-0491
Fax No.: (763) 592-7850
Email Address: stephen.hodges@osp-group.com

If to Supporting
Management Parties: 300 East Northwest Highway
Palatine, Illinois 60067
Attention: Alan Reasoner and Emad Murrar
Tel No.: (847) 654-4420 and (708) 205-7209
Fax No.: (847) 705-3903 and (312) 278-0161
Email Address: alan.reasoner@firstbankillinois.com
emad.murrar@firstbankillinois.com

If to Escrow Agent: Citi Private Bank
Citibank, N.A.
One Sansome Street, 23rd Floor
San Francisco, CA 94105
Attention: Raafat A. Sarkis
Tel No: (415) 627-6327
Fax No.: (415) 592-5584
Email Address: raafat.sarkis@citi.com

9. **Compliance with Court Orders.** In the event that a legal garnishment, attachment, levy restraining notice or court order is served with respect to any of the Escrow Funds, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to Depositor, the Supporting TruPS Holders, the Supporting Management Parties, or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

10. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended, or supplemented only by a writing signed by the Escrow Agent and the Directing Parties. Neither this Escrow Agreement nor any right or interest hereunder may be assigned by Depositor, Supporting TruPS Holders, or Supporting Management Parties without the prior consent of Escrow Agent. This Escrow Agreement shall be governed by and construed under the laws of the State of New York. Depositor, Supporting TruPS Holders, Supporting Management Parties, and Escrow Agent irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York. To the extent that in any jurisdiction Depositor, Supporting TruPS Holders, or Supporting Management Parties may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, Depositor, Supporting TruPS Holders, and Supporting Management Parties shall not claim, and hereby irrevocably waive, such immunity. Escrow Agent, Depositor, Supporting TruPS Holders, and Supporting Management Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Escrow Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, including, with respect to the Depositor, the Reorganized Debtor, Supporting TruPS Holders, and Supporting Management Parties. All signatures of the parties to this Escrow Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Escrow Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Except as expressly provided in Section 7 above, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent, Depositor, Supporting TruPS Holders, and Supporting Management Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Escrow Agreement.

11. **Force Majeure.** The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss of malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances. Or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

12. **Use of Citibank Name.** No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent.

[signature page follows]

SCHEDULE 2

**ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent**

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Escrow Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived

Administration Fee

To cover maintenance of the Escrow Account including safekeeping of assets in the escrow account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Escrow Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Escrow Agreement.

Fee: \$4,000.00

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived

Transaction Fees

To oversee all required disbursements or release of property from the escrow account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Escrow Agreement:

Fee: Waived

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment

Exhibit E

Form Class 3 - TruPS Claims Ballot

**BALLOT FOR ACCEPTING OR REJECTING
THE DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION**

CLASS 3—TRUPS CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE DEBTOR BY 5:00 P.M.,
PREVAILING CENTRAL TIME, ON APRIL 28, 2015 (THE "VOTING DEADLINE")**

Northwest Bancorporation of Illinois, Inc. (the "Company") has sent this Ballot to you because our records indicate that, as of March 30, 2015 (the "Voting Record Date"), you are a Holder of a Class 3 TruPS Claim and, accordingly, you have a right to vote to accept or reject the *Debtor's Chapter 11 Plan of Reorganization* (as may be further amended or supplemented from time to time and including all exhibits or supplements thereto, the "Plan"), which is subject to Bankruptcy Court approval and which provides for a comprehensive restructuring of the Company's pre-bankruptcy obligations and maximizes recoveries available to all constituents.¹

Your rights are described in the *Disclosure Statement for Debtor's Chapter 11 Plan of Reorganization*, dated March 31, 2015 (as may be further amended or supplemented from time to time and including all exhibits or supplements thereto, the "Disclosure Statement"). The Disclosure Statement and the Plan are contained in the packet you are receiving with this Ballot. If you have any questions regarding any of the solicitation materials you have received or need to obtain additional solicitation materials, you may contact proposed counsel to the Debtor, Kirkland & Ellis LLP (the "K&E") by (a) writing to K&E at Northwest Bancorporation of Illinois, Inc., c/o Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: David R. Seligman, P.C. and Brad Weiland, or (b) calling K&E at (312) 862-2000 within the U.S. or Canada.

This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact K&E at the address or telephone number set forth above.

You should carefully review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been classified as a Class 3 TruPS Claim under the Plan.

Please note that only those Holders of Claims in Class 3 TruPS Claims that are considered an accredited investor, as that term is defined by the Securities and Exchange

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan and the Disclosure Statement (as such terms are defined in this Ballot), as applicable.

Commission for the purposes of rule 506 of Regulation D promulgated under the United States Securities Act of 1933 are entitled to vote on the Plan.

If K&E does not receive your Ballot on or before the Voting Deadline, which is 5:00 p.m., prevailing Central Time, on April 28, 2015, then unless the Company determines (such determination subject to the reasonable consent of the Required Consenting Secured Parties), your vote will not count. **If the Court confirms the Plan and the Plan becomes effective, it will bind you regardless of whether you vote.**

Item 1. Amount of Class 3 TruPS Claim

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 3 TruPS Claim for the following amount:

\$ _____

OR

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 3 TruPS Claim (including any accrued and unpaid interest thereon) in the principal amount of:

\$ _____

Item 2. Vote on Plan

The Holder of the Class 3 TruPS Claim set forth in Item 1 votes to (*please check one*):

<u>ACCEPT THE PLAN</u> <input type="checkbox"/>	<u>REJECT THE PLAN</u> <input type="checkbox"/>
---	---

Any Ballot that is executed by the Holder of a Class 3 TruPS Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

Item 3. TruPS Election

As a Holder of Class 3 TruPS Claims you have the option to make the TruPS Election.² In order to make the TruPS Election you must check the box below:

<p><u>TRUPS ELECTION</u></p> <p><input type="checkbox"/></p>

By checking the box above and making the TruPS Election, you are *irrevocably choosing to:*

forego any rights to a portion of the Non-Electing TruPS Distribution and agree that any distribution to you under the Plan will be expressly subordinated to the distributions to Holders of TruPS Claims that do *not* make the TruPS Election; *and*

receive, in full and final satisfaction, settlement, release, and discharge of and in exchange for all but not less than all of your Allowed TruPS Claims, your Pro Rata share (based on the amount of your Allowed TruPS Claim relative to the Allowed TruPS Claim of any other Holder that makes the above TruPS Election) of the Electing TruPS Distribution; *and*

fund in Cash your Pro Rata share (based on the amount of your Allowed TruPS Claims relative to the Allowed TruPS Claims of any other Holder of TruPS Claims that makes the above TruPS Election) of the Plan Funding TruPS Contribution.³

THE TRUPS ELECTION MADE PURSUANT TO THIS BALLOT SHALL BE BINDING ON THE UNDERSIGNED HOLDER OF THE CLASS 3 TRUPS CLAIMS SET FORTH IN ITEM 1 OR ANY SUBSEQUENT TRANSFEREE THEREOF.

² The TruPS Election or failure to make the TruPS Election shall be irrevocable by any Entity, including the Debtor and the Holder of the TruPS Claim making or failing to make such election.

³ Each Electing TruPS Holder shall be required to place its Pro Rata portion of the Plan Funding TruPS Contribution in the Plan Funding Escrow on or before April 28, 2015. Failure to make the payment on or before April 28, 2015 will invalidate any TruPS Election. Any Holder of TruPS Claims that makes the TruPS Election by checking the box above but fails to make the payment into the Plan Funding Escrow by April 28, 2015 shall irrevocably result in such Holder of TruPS Claim to be deemed to have elected to not make the TruPS Election.

**IMPORTANT INFORMATION REGARDING
THE RELEASE BY HOLDERS OF CLAIMS AND INTERESTS**

If you (a) vote to accept the Plan or (b) abstain from voting on the Plan and do not opt-out of the releases provided by the Plan, you are automatically deemed to consent to the Plan's release by Holders of Claims and Interests described in item 4, below.

If you (a) vote to reject the Plan or (b) abstain from voting and opt-out of the releases provided by the Plan, you are not bound by the Plan's release by Holders of Claims and Interests described in item 4, below.

Item 4. Article VIII.D of the Plan provides for the following release by Holders of Claims and Interests.

Notwithstanding anything contained herein to the contrary, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Third Party Releasees from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtor, First Bank, the Debtor's restructuring, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan, the Stock Purchase Agreement, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is:

(1) in exchange for the good and valuable consideration provided by the Third Party Releasees; (2) a good faith settlement and compromise of the Claims released by this Error! Reference source not found.; (3) in the best interests of the Debtor, its Estate, and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Entity granting a Third Party Release from asserting any claim or Cause of Action released pursuant to the Third Party Release.

IF YOU HAVE ABSTAINED FROM VOTING BUT WISH TO OPT-OUT OF THE RELEASE BY HOLDERS OF CLAIMS AND INTERESTS, YOU MUST CHECK THE BOX BELOW:

REJECT THE RELEASE BY HOLDERS OF CLAIMS AND INTERESTS

Item 5. Certifications

By signing this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned is either (a) the Holder of the Class 3 (s) being voted or (ii) an authorized signatory for the Holder of the Class 3 (s) being voted;
2. the Holder has received a copy of the Disclosure Statement and the Plan and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the Holder has cast the same vote with respect to all Class 3 TruPS Claims;
4. the Holder is an accredited investor, as that term is defined by the Securities and Exchange Commission for the purposes of Rule 506 of Regulation D promulgated under the United States Securities Act of 1933;
5. no other Ballots with respect to the amount of the Class 3 TruPS Claims (s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims(s), then any such Ballots dated earlier are hereby revoked;
6. the Holder acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Holder's Class 3 TruPS Claims (s);
7. the Holder understands and, if accepting the Plan, agrees with the treatment provided for its Claims(s) under the Plan; and
8. the Holder acknowledges and agrees that the Company may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Company will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

[Signature Page Follows]

Name of Holder: _____
(Please print or type)

Social Security Number or Federal Tax
Identification Number _____

Signature: _____

Name of Signatory: _____
(If other than Holder)¹

Title: _____

Address: _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT
AND RETURN IT PROMPTLY.**

**BALLOTS MUST BE ACTUALLY RECEIVED BY K&E BY THE VOTING
DEADLINE, WHICH IS 5:00 P.M. PREVAILING
CENTRAL TIME, ON APRIL 28, 2015, USING
THE FOLLOWING DELIVERY METHODS:**

If by Mail to:

**Northwest Bancorporation of Illinois, Inc.
c/o Kirkland & Ellis LLP
Attn: Brad Weiland
300 North LaSalle Street
Chicago, IL 60654**

If by E-Mail to:

brad.weiland@kirkland.com

If by Fax:

(312) 862-2200

¹ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Company is soliciting the votes of Holders of Claims with respect to the Plan. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or the Disclosure Statement, as applicable.
2. The Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and deliver your Ballot to K&E in accordance with these Ballot Instructions. The Voting Deadline for the receipt of Ballots by K&E is 5:00 p.m., prevailing Central Time, on April 28, 2015. Your completed Ballot must be **ACTUALLY RECEIVED** by K&E on or before the Voting Deadline.
4. You have the option to select either the default TruPS Claims treatment or make the TruPS Election, and subject to the terms and conditions of the Plan. Unless you check the box in **Item 3**, you will be deemed to have selected the default TruPS Claims treatment. Refer to **Item 3** for more details on the consequences of making the TruPS Election.
5. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims within the same Class, the Company may, in its discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
6. If you choose to abstain from voting your Claims but wish to opt-out of the release by Holders of Claims and Interests provided by the Plan, you may not vote to accept or reject the plan, must indicate your intent to opt-out of the third party release on the Ballot, and return the Ballot to K&E in accordance with these instructions by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline, it will not be counted unless the Company determines otherwise (such determination subject to the reasonable consent of the Required Consenting Secured Parties). The method of delivery of Ballots to K&E is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when K&E actually receives the originally executed Ballot. Instead of effecting delivery by mail, overnight courier, hand delivery, or facsimile, it is recommended, though not required, that Holders effect delivery by electronic mail to bweiland@kirkland.com. Ballots delivered by electronic mail must be electronic scans formatted in portable document format (PDF). In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to K&E by any other electronic means (other than electronic mail to bweiland@kirkland.com) shall not be valid. No Ballot should be sent to the Company,

the Company's agents (other than K&E), or any other entity, and if so sent will not be counted unless the Company determines otherwise in its sole discretion.

8. If multiple Ballots are received from the same Holder of Claims with respect to the same Claims prior to the Voting Deadline, the last dated valid Ballot timely received will supersede and revoke any earlier dated Ballots.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan or to abstain from voting and opt-out of the release by Holders of Claims and Interests provided by the Plan.
10. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of a Claim or Interest; or (b) an assertion or admission of a Claim or Interest.
11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if requested by K&E or the Company, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and electronic mail address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
12. If you hold Claims more than one Class, you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.
13. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claims; (b) any Ballot not actually received by K&E by the Voting Deadline, unless otherwise determined by the Company (such determination subject to the reasonable consent of the Required Consenting Secured Parties); (c) any unsigned Ballot; (d) any Ballot that does not contain an original or authenticated signature; (e) any Ballot that partially rejects and partially accepts the Plan; (f) any Ballot not marked to accept, reject, or abstain from voting on the Plan or marked to both accept and reject the Plan; and (g) any Ballot superseded by a later, timely submitted valid Ballot.
14. If you believe you have received the wrong Ballot, you should contact K&E immediately at (312) 862-2000 within the U.S. or Canada.

PLEASE DELIVER YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT KIRKLAND & ELLIS LLP AT (312) 862-2000.

Exhibit F

Manager Loan Documents

[Exhibit included elsewhere in the Plan Supplement and omitted in this instance.]