

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JAMES SULLIVAN, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

TAYLOR CAPITAL GROUP, INC., MB FINANCIAL, INC.,
MARK A. HOPPE, BRUCE W. TAYLOR, HARRISON I.
STEANS, RONALD L. BLIWAS, C. BRYAN DANIELS,
RONALD EMANUAL, M. HILL HAMMOCK, ELZIE L.
HIGGINBOTTOM, MITCHEL H. MOSKOW, LOUISE
O'SULLIVAN, SHEPERD G. PRYOR, IV, JENNIFER W.
STEANS, JEFFREY W. TAYLOR, and RICHARD W.
TINBERG,

Defendants.

Docket No. 13-CH-17751

CONSOLIDATED WITH:
13-CH-18546

Hon. Thomas R. Allen

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF SHAREHOLDER CLASS ACTION
LITIGATION, PROPOSED SETTLEMENT, SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: ALL PERSONS OR ENTITIES WHO HELD ANY SHARE(S) OF COMMON (AND NON-VOTING PREFERRED) STOCK OF TAYLOR CAPITAL GROUP, INC., EITHER OF RECORD OR BENEFICIALLY, AT ANY TIME DURING THE PERIOD BEGINNING ON AND INCLUDING JULY 14, 2013 THROUGH AND INCLUDING FEBRUARY 26, 2014, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS IN INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER ANY OF THEM, BUT EXCLUDING DEFENDANTS AND THE MEMBERS OF THE IMMEDIATE FAMILIES OF THE DIRECTOR DEFENDANTS.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE SETTLEMENT DESCRIBED HEREIN, YOU MAY BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS OR ADEQUACY OF THE PROPOSED SETTLEMENT OR FROM PURSUING THE RELEASED CLAIMS (AS DEFINED BELOW).¹

IF YOU WERE NOT A BENEFICIAL OWNER OF ANY STOCK, BUT HELD ANY STOCK FOR A BENEFICIAL OWNER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

THIS NOTICE IS NOT A LAWSUIT AGAINST YOU. YOU ARE NOT BEING SUED. YOU HAVE RECEIVED THIS NOTICE BECAUSE YOU MAY BE A MEMBER OF THE CLASS DESCRIBED IN THIS NOTICE.

PURSUANT TO THE ILLINOIS CODE OF CIVIL PROCEDURE, 735 ILCS 5/2-801 THROUGH 5/2-806, AND THE ORDER OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

The purpose of this Notice is to inform you of: (a) the above-captioned putative class action (as so consolidated, the "Action") pending in the Circuit Court of Cook County, Illinois (the "Court"); (b) the proposed settlement of the Action (the "Settlement") that will resolve all claims of the Class (as defined below) against Taylor Capital Group, Inc. ("TCG"), the TCG Individual Defendants (as defined below) and MB Financial, Inc. ("MB") (collectively, the "Defendants") pursuant to the terms of the Stipulation; (c) a hearing on the proposed settlement (the "Settlement Hearing"); (d) your right to seek to be excluded from the Settlement; and (e) your right, among other things, to participate in the Settlement Hearing.

For purposes of the Settlement only, the Court has conditionally certified a class under 735 ILCS 5/2-801 and 5/2-802(a) of the Illinois Rules of Civil Procedure (the "Code"), which consists of Plaintiffs James Sullivan and Dennis Panozzo (the "Plaintiffs") and all other record holders or beneficial owners of any share(s) of TCG common (and non-

¹ Capitalized terms (other than proper nouns) that are not otherwise defined herein shall have the meanings set forth in the Stipulation and Agreement of Settlement dated as of July 10, 2014 ("Stipulation") which memorializes the proposed settlement described herein.

voting preferred) stock at any time during the period from and including July 14, 2013, through and including February 26, 2014, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them (excluding Defendants and the members of the immediate families of the TCG Individual Defendants, as defined herein) (the "Class").

The Settlement Hearing will be held before the Court, located at the Richard Daley Center, 50 W. Washington St., Chicago, Illinois 60602 on November 12, 2014 at 11:00 a.m. to:

- (a) determine whether the terms and conditions of the proposed Settlement provided for in the Stipulation are fair, reasonable, adequate and in the best interests of the Class;
- (b) determine whether final judgment should be entered pursuant to the Stipulation, among other things, dismissing the Action with prejudice and extinguishing and releasing all Released Claims (as defined below);
- (c) determine, pursuant to Sections 2-801 and 2-802(a) of the Code, whether the Class should be certified;
- (d) determine pursuant to Section 2-801(3) of the Code, whether Plaintiffs and the law firms of Levi & Korsinsky LLP and Faruqi & Faruqi, LLP in their capacity as Co-Lead Counsel have fairly and adequately represented and protected the interests of the Class;
- (e) if the Court approves the Settlement and enters its final judgment, rule on an application by Plaintiffs' Counsel for an award of attorneys' fees and expenses and any application by Plaintiffs for an incentive fee (the "Fee Application");
- (f) rule on any objections to the Settlement or Fee Application; and
- (g) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including consideration of the Fee Application, without further notice to you other than by oral announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the parties to the Stipulation, and to enter final judgment dismissing the Action on the merits and with prejudice and to order the payment of attorneys' fees and expenses, without further notice to the Class.

THE FACTUAL AND PROCEDURAL BACKGROUND

THE DESCRIPTION OF THE ACTION AND THE SETTLEMENT WHICH FOLLOWS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATERS, AND THIS NOTICE IS NOT AN EXPRESSION BY THE COURT OF FINDINGS OF FACT.

On July 15, 2013, TCG and MB announced that they had entered into a definitive merger agreement ("Merger Agreement"), pursuant to which, subject to certain conditions, TCG and MB would merge, with MB as the surviving entity (the "Merger"). Mark A. Hoppe, Bruce W. Taylor, Harrison I. Steans, Ronald L. Bliwas, C. Bryan Daniels, Ronald Emanuel, M. Hill Hammock, Elzie L. Higginbottom, Mitchel H. Moskow, Louise O'Sullivan, Sheperd G. Pryor, IV, Jennifer W. Steans, Jeffrey W. Taylor and Richard W. Tinberg (the "TCG Individual Defendants" and, collectively with TCG, the "TCG Defendants"),² who then constituted the Board of Directors of TCG (the "Board"), approved the Merger Agreement and recommended to TCG's stockholders that they approve the Merger. Subject to the terms and conditions of the Merger Agreement, upon the consummation of the Merger, TCG stockholders will receive 0.64318 shares of MB common stock and \$4.08 in cash for each share of TCG common (and non-voting preferred) stock, a mix of approximately 81% stock and 19% cash.

On July 26, 2013, an action styled *James Sullivan v. Taylor Capital Group, Inc., et al.*, Case No. 2013-CH-17751 (the "Sullivan Action"), was commenced in the Court, alleging that, by approving the Merger Agreement and recommending to TCG's stockholders that they approve the Merger, the TCG Board breached its fiduciary duties, and that MB aided and abetted the breach of such fiduciary duties. On August 8, 2013, a substantially similar action styled *Dennis Panozzo v. Taylor Capital Group, Inc., et. al.*, Case No. 2013-CH-18546 (the "Panozzo Action"), was commenced in the Court, likewise alleging that the TCG Board breached its fiduciary duties in connection with the Merger and that MB aided and abetted the breach of such fiduciary duties.

² Defendant Michael H. Moskow is incorrectly named as "Mitchel H. Moskow" and defendant Shepherd G. Pryor as "Sheperd G. Pryor" in the Complaint.

On September 10, 2013, pursuant to Court order, the Sullivan Action and the Panozzo Action against the Defendants were consolidated under the first-filed Sullivan Action, Case No. 2013-CH-17751, appointing Faruqi & Faruqi, LLP and Levi & Korsinsky LLP as interim co-lead counsel for Plaintiffs, and Lite DePalma Greenberg, LLC and DiTommaso Lubin, P.C. as interim co-liaison counsel for Plaintiffs.

On October 17, 2013, MB filed a Registration Statement on Form S-4 (the "Form S-4") with the United States Securities and Exchange Commission (the "SEC") that contained a joint proxy statement/prospectus relating to the Merger and described, *inter alia*, the process leading up to the approval and announcement of the Merger Agreement, the terms of the Merger, and TCG Board's reasons for approving the Merger Agreement and recommending to TCG's stockholders that they approve the Merger.

On October 24, 2013, Plaintiffs filed a consolidated amended class action complaint, alleging that the TCG Board breached its fiduciary duties in connection with the Merger, including by failing to make complete and accurate disclosures in the Form S-4 concerning the Merger, and that MB aided and abetted those breaches of fiduciary duty. On November 1, 2013, Plaintiffs filed a Motion for Expedited Discovery in the Action.

By letter dated November 13, 2013, members of the SEC staff requested that the Form S-4 filed on October 17, 2013 be amended in accordance with the SEC staff's comments. On December 6, 2013, MB filed Amendment No. 1 to the Form S-4 with the SEC.

On December 8, 2013, pursuant to Court order dated November 25, 2013, TCG provided Plaintiffs with certain presentations made by TCG's financial advisor, Sandler O'Neill & Partners, L.P. ("Sandler O'Neill"), to the Board concerning the Merger.

By letter dated December 31, 2013, members of the SEC staff requested that the Form S-4 be further amended in accordance with the SEC staff's comments on Amendment No. 1 to the Form S-4 filed on December 6, 2013. On January 6, 2014, MB filed Amendment No. 2 to the Form S-4 with the SEC, which addressed certain additional comments from the SEC staff.

On January 15, 2014, MB filed the definitive form of the joint proxy statement/prospectus for the Merger with the SEC (the "Final Proxy Statement"), which was subsequently disseminated to the stockholders of TCG and MB on or about January 21, 2014.

On January 24, 2014, following negotiations among Plaintiffs and Defendants (together, the "Parties"), and pursuant to Court guidance, TCG provided Plaintiffs with certain additional documents relating to the Merger, including certain electronic communications between TCG representatives and Sandler O'Neill.

Commencing on or about January 31, 2014, the Parties began to engage in arm's-length settlement negotiations regarding potential supplemental disclosures intended to address Plaintiffs' concerns.

On February 5, 2014, Plaintiffs served Defendants with their Motion for Preliminary Injunction, which was filed with the Court on February 7, 2014, seeking to enjoin the TCG stockholder vote on, and the consummation of, the Merger. The TCG Defendants filed their Memorandum of Law in Opposition to Plaintiffs' Motion for a Preliminary Injunction on February 14, 2014. That same day, MB filed its Joinder in the TCG Defendants' Opposition to Plaintiffs' Motion for a Preliminary Injunction.

The Parties subsequently engaged in arm's-length settlement negotiations. As of February 17, 2014, the Parties entered into a Memorandum of Understanding (the "MOU") in which they set forth the material terms of a proposed settlement of the Action. The material terms set forth in the MOU included, *inter alia*, an agreement by TCG and MB to disseminate certain supplemental disclosures (the "Supplemental Disclosures") by each filing such Supplemental Disclosure with the SEC. TCG and MB each filed Form 8-Ks containing the Supplemental Disclosures with the SEC on February 18, 2014, copies of which are attached to the Stipulation as Exhibit A and Exhibit B, respectively.

On February 26, 2014, TCG's and MB's stockholders voted upon and approved the Merger in separate special meetings.

On February 28, 2014, the Court entered a Stipulated and Agreed Order for Withdrawal of Plaintiffs' Motion for a Preliminary Injunction with prejudice.

Subsequent to the execution of the MOU, counsel for the Parties engaged in additional discovery to confirm the fairness, adequacy and reasonableness of the terms of the settlement as set forth in the MOU, including additional document discovery and the depositions of a member of TCG's Board and a representative of Sandler O'Neill.

Based on their analysis of publicly available information concerning TCG and the Merger, as well as their analysis of the additional facts made available to them during the course of discovery, Plaintiffs' Counsel determined that the proposed settlement as set forth in the MOU was in the best interests of the Class. Based on the analysis by Plaintiffs' Counsel, the Plaintiffs confirmed to Defendants that they wished to proceed with the proposed settlement described in the MOU.

Following further negotiations, the Parties entered into a Stipulation of Settlement as of July 10, 2014.

On July 11, 2014, Plaintiffs submitted the Stipulation to the Court and sought entry of an Order Preliminarily Approving Settlement, Providing for Notice, and Scheduling Settlement Hearing (the "Order of Preliminary Approval") providing for, among other things, the issuance of this Notice to the Class, the scheduling of the Settlement Hearing, the provisional certification of the Class, and an injunction against the commencement or prosecution of any action by any member of the Class asserting any of the claims subject to the Settlement.

On July 30, 2014, the Court entered the Order of Preliminary Approval.

REASONS FOR THE SETTLEMENT

Without in any way admitting or conceding that the Supplemental Disclosures were required, the Defendants acknowledge that the pendency and prosecution of the Action, the efforts of Plaintiffs' Counsel, and the negotiations with Plaintiffs' Counsel were the sole reason that TCG and MB made the Supplemental Disclosures.

The Defendants have maintained, and continue to maintain, that they acted properly at all times, that the Action is without merit and that the disclosures made in connection with the Merger (including the disclosures contained in the Form S-4, the amendments thereto and the Final Proxy Statement) are complete and accurate in all material respects. Further, the Defendants have denied vigorously, and continue to deny vigorously, that they breached any duty, engaged in any wrongdoing or committed any violation of law, that any disclosures in connection with the Merger (including the disclosures contained in the Form S-4, the amendments thereto or the Final Proxy Statement) were in any way inaccurate, incomplete or misleading, or that the Class was or will be harmed in any way or suffered any damage as a result of the Merger or the disclosures made in connection with the Merger. The Defendants nonetheless wish to settle the Action solely in order to avoid the costs, risks, burden, distraction and expense of further litigation and to put the claims that were or could have been asserted fully and finally to rest.

The Plaintiffs have maintained, and continued to maintain, that the Action was meritorious when filed, and that they asserted valid claims against the Defendants in connection with the Merger, and are only settling their claims because they believe that the Supplemental Disclosures were highly material and provided the TCG's shareholders with the opportunity to cast a more fully informed vote on the Merger. The Plaintiffs wish to settle the Action because they recognize there is a substantial likelihood that the Action will result in no further relief, and they believe that the Class obtained a substantial benefit as a result of the dissemination of the Supplemental Disclosures and that the terms contained in the MOU and the Stipulation are fair and adequate to TCG's stockholders and that it is reasonable to pursue a settlement of the Action based upon the terms outlined herein.

The Parties did not negotiate the amount of any attorneys' fees or expenses to be requested in connection with the Settlement until after the Parties had negotiated all material terms of the proposed settlement described in the MOU.

All Parties have concluded that the terms contained in the Stipulation are fair, reasonable, and adequate to members of the Class and that it is reasonable to settle based upon the procedures and terms outlined in the Stipulation and the benefits and protections offered thereby.

SUMMARY OF THE SETTLEMENT AND RELEASES

As a result of the foregoing and the negotiations among counsel and as set forth in the Stipulation, the Parties to the Action have agreed to a Settlement whereby Defendants agreed to issue the Supplemental Disclosures.

The Parties to the Action acknowledge and intend that the proposed settlement described in the Stipulation and the entry of the Order and Final Judgment (attached to the Stipulation as Exhibit D) will bar, by the doctrine of *res judicata* or otherwise, all of the Released Claims (as defined below) belonging to the Releasing Persons (as defined below), against the Released Persons (as defined below).

Subject to the terms of the Stipulation, in the event the Court enters the Order and Final Judgment approving the Settlement (which, by the passage of time or otherwise becomes final and unappealable without the Order and Final Judgment being reversed, vacated or otherwise materially altered):

- (a) the Action and the claims asserted in the Action against Defendants shall be finally dismissed on the merits, with prejudice, and except as provided in Section 13 and Section 14 of the Stipulation, without costs to any Party;
- (b) Plaintiffs and all other Class Members, and their respective assigns, successors in interest, heirs, legatees, devisees, estates, administrators and executors shall be deemed to have, and by operation of the Order and Final Judgment shall have, released and forever relinquished and discharged all Released Claims (including Unknown Claims (as defined below)), against the Released Persons; provided, however, that the Releasing Persons shall retain the right to enforce the terms of the Stipulation and the Settlement;
- (c) Plaintiffs and all other Class Members, and their respective assigns, successors in interest, heirs, legatees, devisees, estates, administrators and executors shall be deemed to be, and by operation of the Order and Final Judgment shall be, forever barred and enjoined from commencing, instituting, or prosecuting, either directly or in any other capacity, any Released Claims (including Unknown Claims) against any of the Released Persons in any forum whatsoever; provided, however, that the Releasing Persons shall retain the right to enforce the terms of the Stipulation and the Settlement;
- (d) Plaintiffs and all other Class Members, and their respective assigns, successors in interest, heirs, legatees, devisees, estates, administrators and executors shall be deemed to have, and by operation of the Order and Final Judgment shall have waived, any and all rights and benefits which they now have, or in the future may have, with respect to Unknown Claims by virtue of any statute or legal doctrine with the effect or intent of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

- (e) the Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, released and forever relinquished and discharged, the Plaintiffs, the other Class Members and the Plaintiffs' Counsel from all Claims arising out of the investigation, pleading, initiation prosecution, litigation, settlement, or resolution of the Action; provided however, that the Released Persons shall retain the right to enforce the terms of the Stipulation and the Settlement.

For purposes of the Settlement:

- (a) "Affiliate," when used with regard to a legal entity (including an unincorporated association), means any and all of its parents, stockholders, equity owners, members, partners, subsidiaries, sister corporations or jointly-controlled legal entities, whether direct or indirect.
- (b) "Claims" means any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, or apparent or unapparent, derivative or direct, which now exist, heretofore have existed, or may come into existence in the future based upon any theory of law or equity which now exists, has heretofore existed, or may come into existence in the future, including, but not limited to, assertions that actions or omissions were malicious, intentional, reckless or negligent or constituted a breach of any duty, law or rule or any claims for negligence, gross negligence, malpractice, professional negligence, breach of fiduciary duty, breach of duty of care, breach of duty of loyalty, breach of duty of candor, fraud, negligent misrepresentation, mismanagement, corporate waste, breach of contract, or violations of any state or federal statutes, rules, or regulations.
- (c) "Related Individuals," when used with regard to a legal entity, means its own and its Affiliates' respective stockholders, equity owners, principals, officers, directors, agents, employees, representatives, accountants, advisors, consultants and attorneys.
- (d) "Released Claims" means any and all Claims, including Unknown Claims, that have been, could have been asserted or could be asserted in any court, tribunal, proceeding or otherwise, by or on behalf of the Plaintiffs or any Class Member, or any of their successors in interest, whether directly, individually, in a representative capacity on behalf of any class, derivatively on behalf of a legal entity, or otherwise, by reason of, arising out of, relating to or in connection with the acts, events, facts, matters, omissions, transactions, occurrences, statements, or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations in the Action, any pleading in the Action, the Merger Agreement, the process and negotiations leading

thereto, the approval and recommendation thereof, the fairness of the transactions contemplated therein, the consideration received in the Merger, or the disclosures made in connection with the Merger (including the accuracy, adequacy and completeness of the disclosures contained in the Form S-4, the amendments thereto, the Final Proxy Statement and the Supplemental Disclosures); provided, however, that the Released Claims shall not include (a) any rights to appraisal perfected in accordance with Delaware law, (b) any claims to enforce this Stipulation and the Settlement, or (c) any individual claim for monetary damages arising out of the Merger for which a member of the Class has submitted a valid and timely Request for Exclusion (defined below). For the avoidance of doubt, it is Defendants' position that there is no basis for any such individual claims for monetary damages arising out of the Merger.

- (e) "Released Persons" means the Defendants, all Affiliates of the Defendants, all Related Individuals of the Defendants, and all Successors of all of the foregoing, including without limitation the TCG Individual Defendants, and their assigns, spouses, heirs, estates, administrators, executors, legatees, devisees and successors.
- (f) "Releasing Persons" means the Plaintiffs, the other Class Members and the Successors of all of the Class Members.
- (g) "Request for Exclusion" means a written, signed request by a member of the Class to be excluded from the Settlement with respect to any purported individual claims for monetary damages arising out of the Merger that is filed and postmarked within thirty (30) days from the date of the initial mailing of this Notice pursuant to Section 2-804(b) of the Code. Members of the class shall have the ability to request exclusion from the Settlement with respect to any purported individual claims for monetary damages arising out of the Merger and not for any claims for injunctive or other equitable relief. For the avoidance of doubt, it is Defendants' position that there is no basis for any such individual claims for monetary damages arising out of the Merger.
- (h) "Successor," when used with regard to a legal entity, means any and all of its assigns or successors in interest.
- (i) "Successor," when used with regard to an individual, means any and all of the individual's assigns, successors in interest, heirs, legatees, devisees, estates, administrators and executors.
- (j) "Unknown Claims" means Claims that a Class Member does not know or suspect to exist at the time of the entry by the Court of the Order and Final Judgment which, if known or suspected by the Class Member, might have affected the Class Member's position with regard to the Settlement, including a decision not to object to the Settlement. "Unknown Claims" includes Claims arising from facts that are in addition to or different from those that a Class Member now knows or believes to be true with respect to the subject matter of the Released Claims, even if those facts are concealed or hidden.

FINALITY OF SETTLEMENT

The Settlement will become effective after entry by the Court of the Order and Final Judgment and the exhaustion of all opportunities for appeal from, or other judicial review of, such Order and Final Judgment, whether by decision or by expiration of an applicable time period, without the Order and Final Judgment being reversed, vacated or otherwise materially altered. If the Settlement does not become effective, if the Stipulation is disapproved, canceled, or terminated pursuant to its terms, all the parties to the Stipulation shall be restored to their respective positions in the Action as of February 17, 2014, and they shall proceed in all respects as if the MOU and the Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way whatsoever.

ATTORNEYS' FEES AND EXPENSES

Plaintiffs' Counsel will petition the Court for an award of attorneys' fees and expenses in the Action in an amount not to exceed Four Hundred and Fifteen Thousand Dollars (\$415,000). The Defendants will not oppose such petition for an award of attorneys' fees and expenses to the extent it seeks an award of fees and expenses of no more than \$415,000. The Plaintiffs reserve the right to apply to the Court for an incentive fee not to exceed \$1,000 each of the class representatives, which is subject to Court approval and shall come out of any Court approved legal fees. All attorneys' fees and expenses up to \$415,000 awarded by the Court or any appellate court to Plaintiffs' Counsel shall be paid by or on behalf of the Defendants in accordance with the terms of the Stipulation.

The procedure for and the allowance or disallowance by the Court of any application by Plaintiffs' Counsel for attorneys' fees and expenses or of any application by Plaintiffs for an incentive fee will be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in the Stipulation, and any failure by the Court to approve the amount of any such attorneys' fees and expenses or incentive fee shall not affect the validity or finality of the Settlement.

RIGHT TO REQUEST EXCLUSION FROM CLASS OR OBJECT TO SETTLEMENT

Any Class Member who seeks to be excluded from the Settlement pursuant to Section 2-804(b) of the Code with respect to any purported individual claims for monetary damages arising out of the Merger, may request exclusion and must file and postmark a Request for Exclusion referencing the above-captioned Action within thirty (30) days from the date of the initial mailing of this Notice to each of the following:

Donald J. Enright
Elizabeth K. Tripodi
Levi & Korsinsky LLP
1101 30th Street, NW, Suite 115
Washington, DC 20007

James P. Smith III
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166

David Clarke
DLA PIPER LLP (US)
500 Eighth Street, NW
Washington, DC 20004

Counsel for the TCG Defendants

Counsel for MB

Juan E. Monteverde
Faruqi & Faruqi, LLP
369 Lexington Avenue, 10th Floor
New York, NY 10017
(212) 983-9330

Co-Lead Counsel for the Plaintiffs

Class Members shall have the ability to request exclusion from the Settlement with respect to any purported individual claims for monetary damages arising out of the Merger and not for any claims for injunctive or other equitable relief. The Request for Exclusion must include the Class Member's name, address, telephone number, and signature. The Request for Exclusion must also demonstrate proof of the Class Member's membership in the Class.

Plaintiffs' Counsel will inform the Court of the number of valid and timely Requests for Exclusion, if any, filed prior to the date of the Settlement Hearing. All Class Members who submit a valid and timely Request for Exclusion will be identified in Appendix 1 to the Order and Final Judgment.

Any Class Member who fails to timely submit a Request for Exclusion shall be deemed to have waived the right to be excluded from the Settlement and shall forever be barred from seeking to be excluded from the Settlement.

Any Class Member who objects to the Stipulation, the Settlement, the class action determination, the adequacy of representation by Plaintiffs or Plaintiffs' Counsel, the dismissal of the Action, the Order and Final Judgment proposed to be entered in the Action, the release of the Released Claims and/or the Fee Application or who otherwise wishes to be heard with respect to any of the foregoing, must submit a written notice of objection referencing the above-captioned Action such that it is received on or before October 29, 2014, by each of the following:

Clerk of the Circuit Court of
Cook County
Richard J. Daley Center,
Room 1001
50 W. Washington St.
Chicago, Illinois 60602

Donald J. Enright
Elizabeth K. Tripodi
Levi & Korsinsky LLP
1101 30th Street, NW,
Suite 115
Washington, DC 20007

James P. Smith III
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166

*Counsel for the TCG
Defendants*

David Clarke
DLA PIPER LLP (US)
500 Eighth Street, NW
Washington, DC
20004

Counsel for MB

The Court

Juan E. Monteverde
Faruqi & Faruqi, LLP
369 Lexington Avenue,
10th Floor
New York, NY 10017
(212) 983-9330

Co-Lead Counsel for the Plaintiffs

The written notice of objection must include the objecting person's name, address, telephone number, and signature. The notice of objection must also demonstrate proof of the objecting person's membership in the Class, and contain a statement of the objection(s) to any matter before the Court and any grounds for such objection that the objecting person wishes the Court to consider.

Although it is not required in order to object to the Settlement and have any such objection considered by the Court, any objecting person may also appear and be heard at the Settlement Hearing. If any such person wishes to appear and be heard, such person must (instead of, or in addition to, the written notice of objection discussed in the paragraph above) file with the Court and serve on counsel identified above: (a) written notice of intention to appear; (b) proof of membership in the Class; (c) a statement of the objection(s) to any matter before the Court; and (d) the grounds for any such objection or the reasons for wishing to appear and be heard, as well as all documents, writings or other evidence the person wishes the Court to consider. Such notice of intention to appear must be filed with the Court and served on counsel identified above on or before October 29, 2014. Only Members of the Class who have submitted written notices of objection as described in this paragraph will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

Any Class Member who fails to timely object or otherwise request to be heard in the manner described in this section shall be deemed to have waived the right to object (including any right of appeal) and shall forever be barred from raising any such objection in the Action or any other action or proceeding, including without limitation any objection to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by counsel for the Plaintiffs, any award of attorneys' fees and reimbursement of expenses, any incentive fee for the class representatives, or otherwise.

INTERIM INJUNCTION

Pending final determination by the Court of whether the Settlement should be approved, the Plaintiffs and all other Class Members are barred and enjoined from commencing or prosecuting, either directly, representatively, individually, derivatively or in any other capacity, any actions asserting any claims that are, or relate in any way to, the Released Claims.

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and other persons or entities who held shares of TCG common (and non-voting preferred) stock in their capacities as record owners, but not as beneficial owners, are requested to send this Notice to the beneficial owners within seven (7) calendar days after receipt of this Notice. You may request additional copies of this Notice for distribution to beneficial owners by contacting Sullivan v. Taylor Capital Group, Inc. Settlement, c/o GCG, P.O. Box 9349, Dublin, Ohio 43017-4249. You may also furnish the names and addresses of any such beneficial owners in writing to Sullivan v. Taylor Capital Group, Inc. Settlement, c/o GCG, P.O. Box 9349, Dublin, Ohio 43017-4249, which will then be responsible for sending the Notice to such beneficial owners.

SCOPE OF THIS NOTICE

This Notice does not purport to be a comprehensive description of the Action or the pleadings, the Stipulation, the terms of the proposed Settlement or the scheduled Settlement Hearing. For more complete information concerning the Action and the proposed Settlement, you may inspect the pleadings, the Stipulation and other papers and documents filed with the Clerk of the Court in the Action during normal business hours at Richard J. Daley Center, Room 1001, 50 West Washington Street, Chicago, Illinois 60602. Questions regarding the Settlement should be directed to Plaintiffs' Counsel:

Donald J. Enright
Elizabeth K. Tripodi
Levi & Korsinsky LLP
1101 30th Street, NW, Suite 115
Washington, DC 20007

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