

FIDUS INVESTMENT Corp
Form POS EX
December 01, 2016
Table of Contents

Securities Act File No. 333-202531

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM N-2
REGISTRATION STATEMENT
UNDER

THE SECURITIES ACT OF 1933
Pre-Effective Amendment No.
Post-Effective Amendment No. 4

FIDUS INVESTMENT CORPORATION
(Exact Name of Registrant as Specified in Charter)

1603 Orrington Avenue, Suite 1005
Evanston, Illinois 60201
(Address of Principal Executive Offices)

(847) 859-3940

(Registrant's Telephone Number, including Area Code)

Edward H. Ross

Chief Executive Officer

1603 Orrington Avenue, Suite 1005

Evanston, Illinois 60201

(Name and Address of Agent for Service)

COPIES TO:

Steve B. Boehm

Lisa Morgan

Sutherland Asbill & Brennan LLP

700 Sixth Street, NW, Suite 700

Washington, D.C. 20001-3980

(202) 383-0100

Approximate date of proposed public offering: From time to time after the effective date of the Registration Statement.

If any securities being registered on this form will be offered on a delayed or continuous basis in reliance on Rule 415 under the Securities Act of 1933, other than securities offered in connection with a dividend reinvestment plan, check the following box.

It is proposed that this filing will become effective (check appropriate box):

when declared effective pursuant to section 8(c).

Table of Contents

TABLE OF CONTENTS

EXPLANATORY NOTE

PART C

Other Information

Item 25. Financial Statements and Exhibits

Item 26. Marketing Arrangements

Item 27. Other Expenses of Issuance and Distribution

Item 28. Persons Controlled By or Under Common Control

Item 29. Number of Holders of Securities

Item 30. Indemnification

Item 31. Business and Other Connections of Investment Adviser

Item 32. Location of Accounts and Records

Item 33. Management Services

Item 34. Undertakings

SIGNATURES

C-1

C-1

C-1

C-3

C-3

C-4

C-4

C-4

C-5

C-6

C-6

C-6

Table of Contents

EXPLANATORY NOTE

This Post-Effective Amendment No. 4 to the Registration Statement on Form N-2 (File No. 333-202531) of Fidus Investment Corporation (the Registration Statement) is being filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended (the Securities Act), solely for the purpose of adding additional exhibits to such Registration Statement. Accordingly, this Post-Effective Amendment No. 4 consists only of a facing page, this explanatory note and Part C of the Registration Statement on Form N-2 setting forth the exhibits to the Registration Statement. This Post-Effective Amendment No. 4 does not modify any other part of the Registration Statement. Pursuant to Rule 462(d) under the Securities Act, this Post-Effective Amendment No. 4 shall become effective immediately upon filing with the Securities and Exchange Commission. The contents of the Registration Statement are hereby incorporated by reference.

Table of Contents

FIDUS INVESTMENT CORPORATION

PART C

Other Information

Item 25. Financial Statements and Exhibits

(1) Financial Statements

The following financial statements of the Company are provided in Part A of this registration statement:

Audited Financial Statements

Report of Independent Registered Public Accounting Firm

Consolidated Statements of Assets and Liabilities as of December 31, 2015 and 2014

Consolidated Statements of Operations for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Changes in Net Assets for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows for the Years Ended December 31, 2015, 2014 and 2013

Consolidated Schedules of Investments as of December 31, 2015 and 2014

Notes to Consolidated Financial Statements

(2) Exhibits

- (a)(1) Articles of Amendment and Restatement of the Registrant (Filed as Exhibit (a)(1) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on April 29, 2011 and incorporated herein by reference).
- (b)(1) Bylaws of the Registrant (Filed as Exhibit (b)(1) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on April 29, 2011 and incorporated herein by reference).
- (c) Not applicable
- (d)(1) Form of Stock Certificate of the Registrant (Filed as Exhibit (d) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on April 29, 2011 and incorporated herein by reference).
- (d)(2) Form of Subscription Certificate(1)

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

- (d)(3) Form of Subscription Agent Agreement(1)
- (d)(4) Form of Warrant Agreement(1)
- (d)(5) Form of Indenture (Filed as Exhibit (d)(5) to the Registrant's post-effective Amendment No. 2 to the Registration Statement on Form N-2 (File No. 333-202531) filed with the Securities and Exchange Commission on April 29, 2016 and incorporated herein by reference)
- (d)(6) Form of Note(1)
- (d)(7) Form of Preferred Stock Certificate(1)
- (d)(8) Statement of Eligibility of Trustee on Form T-1 (Filed as Exhibit (d)(8) to the Registrant's post-effective Amendment No. 2 to the Registration Statement on Form N-2 (File No. 333-202531) filed with the Securities and Exchange Commission on April 29, 2016 and incorporated herein by reference)
- (e) Dividend Reinvestment Plan (Filed as Exhibit (e) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-182785) filed with the Securities and Exchange Commission on August 27, 2012 and incorporated herein by reference).

C-1

Table of Contents

- (f)(1) Debentures Guaranteed by the SBA (Filed as Exhibit (f)(1) to Pre-Effective Amendment No. 3 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on May 26, 2011 and incorporated herein by reference).
- (f)(2) Agreement to Furnish Certain Instruments (Filed as Exhibit (f)(2) to Pre-Effective Amendment No. 3 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on May 26, 2011 and incorporated herein by reference).
- (g)(1) Investment Advisory and Management Agreement between Registrant and Fidus Investment Advisors, LLC (Filed as Exhibit (g) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on April 29, 2011 and incorporated herein by reference).
- (g)(2) First Amendment to Investment Advisory and Management Agreement between Registrant and Fidus Investment Advisors, LLC (Filed as Exhibit 10.7 to the Registrant's annual report on Form 10-K (File No. 333-172550), filed with the Securities and Exchange Commission on March 6, 2014 and incorporated herein by reference).
- (h)(1) Form of Underwriting Agreement for Equity (Filed as Exhibit (h) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on April 29, 2011 and incorporated herein by reference).
- (h)(2) Form of Underwriting Agreement for Debt(1)
- (h)(3) Underwriting Agreement dated November 29, 2016 by and among Fidus Investment Corporation, Fidus Investment Advisors, LLC and the Underwriters named therein(2)
- (i) Not applicable
- (j) Custody Agreement (Filed as Exhibit (j) to Pre-Effective Amendment No. 3 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on May 26, 2011 and incorporated herein by reference).
- (k)(1) Administration Agreement between Registrant and Fidus Investment Advisors, LLC (Filed as Exhibit (k)(1) to Pre-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on April 29, 2011 and incorporated herein by reference).
- (k)(2) Trademark License Agreement between Registrant and Fidus Partners, LLC (Filed as Exhibit (k)(2) to Pre-Effective Amendment No. 3 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on May 26, 2011 and incorporated herein by reference).
- (k)(3) Form of Indemnification Agreement by and between Registrant and each of its directors (Filed as Exhibit (k)(3) to Pre-Effective Amendment No. 4 to the Registrant's Registration Statement on Form N-2 (File No. 333-172550) filed with the Securities and Exchange Commission on June 10, 2011 and incorporated herein by reference).
- (k)(4) Senior Secured Revolving Credit Agreement, dated June 16, 2014, by and among the Registrant, the lenders party thereto and ING Capital LLC as Administrative Agent filed as exhibit 10.1 to the Registrant's current report on Form 8-K filed with the Securities and Exchange Commission on June 20, 2014 and incorporated herein by reference.
- (k)(5) Amendment No. 1, dated December 19, 2014, to the Senior Secured Revolving Credit Agreement dated June 16, 2014, by and among the Registrant, the lenders party thereto and ING Capital LLC

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

as Administrative Agent filed as exhibit 10.1 to the Registrant's current report on Form 8-K filed with the Securities and Exchange Commission on December 22, 2014 and incorporated herein by reference.

C-2

Table of Contents

- (l) Opinion and Consent of Sutherland Asbill & Brennan LLP(2)
- (m) Not applicable
- (n)(1) Consent of RSM US LLP (Filed as Exhibit (n)(1) to the Registrant's post-effective Amendment No. 2 to the Registration Statement on Form N-2 (File No. 333-202531) filed with the Securities and Exchange Commission on April 29, 2016 and incorporated herein by reference)
- (n)(2) Report of RSM US LLP regarding the senior security table contained herein (Filed as Exhibit (n)(2) to the Registrant's post-effective Amendment No. 1 to the Registration Statement on Form N-2 (File No. 333-202531) filed with the Securities and Exchange Commission on March 3, 2016 and incorporated herein by reference).
- (o) Not applicable
- (p) Not applicable
- (q) Not applicable
- (r)(1) Joint Code of Ethics of Registrant, Fidus Mezzanine Capital, L.P. and Fidus Investment Advisors, LLC (filed as Exhibit (r)(1) to the Registrant's Registration Statement on Form N-2 (File No. 333-182785) filed with the Securities and Exchange Commission on July 20, 2012 and incorporated herein by reference).
- (r)(2) Code of Ethics of Fidus Investment Advisors, LLC (filed as Exhibit (r)(2) to the Registrant's Registration Statement on Form N-2 (File No. 333-182785) filed with the Securities and Exchange Commission on July 20, 2012 and incorporated herein by reference).
- (s)(1) Statement of Computation of Ratio of Earnings to Fixed Charges (Filed as Exhibit (n)(2) to the Registrant's post-effective Amendment No. 1 to the Registration Statement on Form N-2 (File No. 333-202531) filed with the Securities and Exchange Commission on March 3, 2016 and incorporated herein by reference).
- 99.1 Form of Preliminary Prospectus Supplement for Notes offering (filed as Exhibit 99.1 to the Registrant's Pre-effective Amendment No. 1 to the Registrant's Registration Statement on Form N-2 (File No. 333-202531) filed with the Securities and Exchange Commission on April 16, 2015 and incorporated herein by reference).

- (1) To be filed by subsequent amendment.
- (2) Filed herewith.

Item 26. Marketing Arrangements

The information contained under the heading "Plan of Distribution" on this registration statement is incorporated herein by reference and any information concerning any underwriters will be contained in the accompanying prospectus supplement, if any.

Item 27. Other Expenses of Issuance and Distribution

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

Securities and Exchange Commission registration fee	\$ 34,860
FINRA filing fee	45,500
Nasdaq Global Select Market listing fees	195,000 ⁽¹⁾
Printing expenses	150,000 ⁽¹⁾
Legal fees and expenses	300,000 ⁽¹⁾
Accounting fees and expenses	100,000 ⁽¹⁾
Miscellaneous	10,000 ⁽¹⁾
Total	\$ 835,360 ⁽¹⁾

(1) These amounts are estimates.

C-3

Table of Contents

All of the expenses set forth above shall be borne by the Company.

Item 28. Persons Controlled by or Under Common Control

The following is a list of our wholly-owned subsidiaries and the jurisdiction in which each subsidiary was organized:

Name	Jurisdiction
FCCG Equity Corp.	Delaware
FCMH Equity Corp.	Delaware
Fidus Investment GP, LLC	Delaware
Fidus Mezzanine Capital, L.P.	Delaware
Fidus Mezzanine Capital II, L.P.	Delaware
Fidus Investment Holdings, Inc.	Delaware
FCIHA, Inc.	Delaware

Item 29. Number of Holders of Securities

The following table sets forth the approximate number of record holders of our common stock as of November 28, 2016.

Title of Class	Number of Record Holders
Common Stock, \$0.001 par value	19

Item 30. Indemnification

Maryland law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (a) actual receipt of an improper benefit or profit in money, property or services or (b) active and deliberate dishonesty established by a final judgment as being material to the cause of action. Our charter contains such a provision that eliminates directors and officers liability to the maximum extent permitted by Maryland law, subject to the requirements of the 1940 Act.

Our charter authorize us, to the maximum extent permitted by Maryland law and subject to the requirements of the 1940 Act, to indemnify any present or former director or officer or any individual who, while a director or officer and at our request, serves or has served another corporation, real estate investment trust, partnership, joint venture, trust, employee benefit plan or other enterprise as a director, officer, partner or trustee, from and against any claim or liability to which such person may become subject or which such person may incur by reason of his or her service in any such capacity.

Our bylaws obligate us, to the maximum extent permitted by Maryland law and subject to the requirements of the 1940 Act, to indemnify any present or former director or officer or any individual who, while a director or officer and at our request, serves or has served another corporation, real estate investment trust, partnership, joint venture, trust,

employee benefit plan or other enterprise as a director, officer, partner or trustee and who is made, or threatened to be made, a party to the proceeding by reason of his or her service in any such capacity from and against any claim or liability to which that person may become subject or which that person may incur by reason of his or her service in any such capacity. Our bylaws also provide that, to the maximum extent permitted by Maryland law, with the approval of our board of directors and provided that certain conditions described in our bylaws are met, we may pay certain expenses incurred by any such indemnified person in advance of the final disposition of a proceeding upon receipt of an undertaking by or on behalf of such indemnified person to repay amounts we have so paid if it is ultimately determined that indemnification of such expenses is not authorized under our bylaws.

Maryland law requires a corporation (unless its charter provide otherwise, which our charter does not) to indemnify a director or officer who has been successful in the defense of any proceeding to which he or she is made,

C-4

Table of Contents

or threatened to be made, a party by reason of his or her service in that capacity. Maryland law permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made, or threatened to be made, a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (1) was committed in bad faith or (2) was the result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, under Maryland law, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that a personal benefit was improperly received, unless in either case a court orders indemnification, and then only for expenses. In addition, Maryland law permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

We have obtained primary and excess insurance policies insuring our directors and officers against some liabilities they may incur in their capacity as directors and officers. Under such policies, the insurer, on our behalf, may also pay amounts for which we have granted indemnification to our directors or officers.

The Investment Advisory Agreement provides that, absent willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of the reckless disregard of its duties and obligations, Fidus Investment Advisors, LLC and its and its affiliates' officers, directors, members, managers, stockholders and employees are entitled to indemnification from us for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of Fidus Investment Advisors, LLC's services under the Investment Advisory Agreement.

The Administration Agreement provides that, absent willful misfeasance, bad faith or negligence in the performance of its duties or by reason of the reckless disregard of its duties and obligations, Fidus Investment Advisors, LLC and its and its affiliates' officers, directors, members, managers, stockholders and employees are entitled to indemnification from us for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of Fidus Investment Advisors, LLC's services under the Administration Agreement or otherwise as our administrator.

Insofar as indemnification for liability arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of ours in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 31. Business and Other Connections of Investment Advisor.

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

A description of any other business, profession, vocation or employment of a substantial nature in which Fidus Investment Advisors, LLC, and each managing director, director or executive officer of Fidus Investment Advisors, LLC, is or has been during the past two fiscal years, engaged in for his or her own account or in the capacity of director, officer, employee, partner or trustee, is set forth in Part A of this registration statement in the section entitled Management. Additional information regarding the Fidus Investment Advisors, LLC and its officers and directors is set forth in its Form ADV, as filed with the SEC (File No. 801-72285), and is incorporated herein by reference.

C-5

Table of Contents

Item 32. Location of Accounts and Records.

All accounts, books and other documents required to be maintained by Section 31(a) of the 1940 Act, and the rules thereunder are maintained at the offices of:

- (1) Fidus Investment Corporation, 1603 Orrington Avenue, Suite 1005, Evanston, Illinois 60201;
- (2) the Transfer Agent, American Stock Transfer & Trust Company, LLC, 59 Maiden Lane, Plaza Level, New York, New York 10038;
- (3) the Custodian, U.S. Bank National Association, Corporate Trust Services, One Federal Street, 3rd Floor, Boston, Massachusetts 02110; and
- (4) Fidus Investment Advisors, LLC, 1603 Orrington Avenue, Suite 1005, Evanston, Illinois 60201.

Item 33. Management Services

Not Applicable.

Item 34. Undertakings

- (1) We undertake to suspend the offering of shares until the prospectus is amended if (a) subsequent to the effective date of its registration statement, the net asset value declines more than 10.0% from its net asset value as of the effective date of the registration statement; or (b) the net asset value increases to an amount greater than the net proceeds as stated in the prospectus.
- (2) Not applicable.
- (3) In the event that the securities being registered are to be offered to existing shareholders pursuant to warrants or rights, and any securities not taken by shareholders are to be reoffered to the public, we undertake to supplement the prospectus, after the expiration of the subscription period, to set forth the results of the subscription offer, the transactions by underwriters during the subscription period, the amount of unsubscribed securities to be purchased by underwriters, and the terms of any subsequent reoffering thereof; and further, if any public offering by the underwriters of the securities being registered is to be made on terms differing materially from those set forth on the cover page of the prospectus, we undertake to file a post-effective amendment to set forth the terms of such offering.
- (4) We hereby undertake:

- (a) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - a. to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - b. to reflect in the prospectus or prospectus supplement any facts or events after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement; and
 - c. to include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.
- (b) for the purpose of determining any liability under the Securities Act, that each such post-effective amendment to this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time shall be deemed to be the initial bona fide offering thereof.

Table of Contents

- (c) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- (d) for the purpose of determining liability under the Securities Act to any purchaser, that if we are subject to Rule 430C under the Securities Act, each prospectus filed pursuant to Rule 497(b), (c), (d) or (e) under the Securities Act as part of this registration statement relating to an offering, other than prospectuses filed in reliance on Rule 430A under the Securities Act, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus or prospectus supplement that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

- (e) for the purpose of determining liability of the Company under the Securities Act to any purchaser in the initial distribution of securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell such securities to the purchaser, that if the securities are offered or sold to such purchaser by means of any of the following communications, we will be a seller to the purchaser and will be considered to offer or sell such securities to the purchaser:
 - a. any preliminary prospectus or prospectus or prospectus supplement of us relating to the offering required to be filed pursuant to Rule 497 under the Securities Act;

 - b. the portion of any advertisement pursuant to Rule 482 under the Securities Act relating to the offering containing material information about us or our securities provided by or on behalf of us; and

 - c. any other communication that is an offer in the offering made by us to the purchaser.

- (5) Not applicable.

- (6) Not applicable.

- (7) We undertake to file a post-effective amendment to the registration statement pursuant to Section 8(c) of the Securities Act of 1933 in connection with any rights offering off of the registration statement.

- (8)

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

We hereby undertake to file a post-effective amendment containing a prospectus pursuant to Section 8(c) of the Securities Act prior to any offering of shares of our common stock below net asset value (NAV) if the cumulative dilution to our NAV per share, together with the cumulative dilution to our NAV per share of any prior offerings made pursuant to this registration statement (the current registration statement), exceeds fifteen percent (15%). If we file a new post-effective amendment to the current registration statement pursuant to Section 8(c) of the Securities Act, the threshold would reset.

C-7

Table of Contents**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, and/or the Investment Company Act of 1940, the Registrant has duly caused this Post-Effective Amendment No. 4 to the Registration Statement on Form N-2 to be signed on its behalf by the undersigned, thereunto duly authorized, in Evanston, Illinois, on the 1st day of December, 2016.

FIDUS INVESTMENT CORPORATION

By: /s/ Edward H. Ross
 Name: Edward H. Ross
 Chairman and Chief Executive
 Title: Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ EDWARD H. ROSS	Chairman, President and Chief Executive Officer	December 1, 2016
Edward H. Ross	(Principal Executive Officer)	
/s/ SHELBY E. SHERARD	Chief Financial Officer	December 1, 2016
Shelby E. Sherard	(Principal Financial and Accounting Officer)	
* Thomas C. Lauer	Director	December 1, 2016
* Raymond L. Anstiss	Director	December 1, 2016
* Charles D. Hyman	Director	December 1, 2016
* John A. Mazzarino	Director	December 1, 2016

* Signed by Edward H. Ross pursuant to a power of attorney signed by each individual and filed with this Registration Statement on March 3, 2016.

hiement of certain conditions, pays out a portion of death benefits to the executives' named beneficiaries.

Retirement Benefits- The executive & compensation committee considers various benefits, including retirement benefits, in determining compensation. In October of 2006, the Company made a final pro-rated annual contribution to and then terminated its employee stock ownership plan. The primary remaining retirement vehicle is the Company's 401(k) plan. The 401(k) plan holds a safe harbor status and allows eligible participants to defer compensation up to annual IRS limits. In 2006, all eligible participants received a safe harbor contribution equal to 4% of their total eligible compensation regardless of whether and to what extent salary deferrals were elected. Company executives participate in retirement plan programs in a manner consistent with plan provisions covering other employees. Currently, the Company does not provide executives with any supplemental executive retirement plan benefits.

Perquisites - Executive officers may have a limited number of perquisites made available to them. The main perquisites that may be offered are country club memberships, reimbursement of business expense and employment or change-in-control agreements. A detailed explanation of employment agreements is provided in the section designated as Employment Agreements and Other Arrangements.

Group Insurance Benefits- The Company offers a comprehensive employee benefits package for all eligible employees which includes group health, dental, vision, life, dependent life, short and long-term disability insurance and a flexible spending account plan. Executive officers are afforded the same participation and rewards terms as all other eligible staff. Total Rewards - The Company considers compensation a single package consisting of the parts described in this statement. When viewed in this manner, the organization is positioned to: 1) establish specific goals for each form of compensation, 2) project funding requirements consistent with the Company's business strategies, and 3) administer the program with predetermined goals as a guide. Assuming strategic goals are met, the combined total rewards would be expected to be comparable to similarly sized banks within the Company's market area.

18. Executive Compensation The following table shows the compensation earned by the chief executive officer, chief financial officer and the three other most highly compensated executive officers in 2006. Summary Compensation Table

	Change in Pension Value and Non-qualified Deferred Name and Non-Equity Compensation	Principal Stock Option Incentive Plan	All Other Position Year Salary Bonus Awards Awards Compensation Earnings Compensation Total (\$)	(\$)	(\$)
-----	-----	-----	-----	-----	-----
Thomas A	2006 \$ 289,712	\$ 60,000	-- \$ 63,793	-- \$ 7,938	\$ 421,443 Daiber President & Chief Executive Officer (1)
-----	-----	-----	-----	-----	-----
Scott A	2006 \$ 185,872	\$ 8,800	-- -- \$ 15,463	\$ 210,135	Yeoman Former President & Chief Executive Officer (2)
-----	-----	-----	-----	-----	-----
Kurt R	2006 \$ 147,687	\$ 59,405	-- \$ 33,900	-- \$ 11,044	\$ 204,991 Stevenson Senior Executive Vice President & Chief Financial Officer, Interim Chief Operating Officer (3)
-----	-----	-----	-----	-----	-----
Everett J	2006 \$ 144,500	\$ 34,680	-- \$ 11,606	-- \$ 13,381	\$ 204,167 Solon (4) Market President
-----	-----	-----	-----	-----	-----
J. David	2006 \$ 142,188	\$ 27,075	-- -- \$ 9,399	\$ 178,662	Conterio (5) EVP/Head of Wealth Management
-----	-----	-----	-----	-----	-----
Ricky R	2006 \$ 135,000	\$ 17,152	-- \$ 8,750	-- \$ 5,340	\$ 166,242 Parks (6) Market President
-----	-----	-----	-----	-----	-----

(1) Information disclosed in this table for Mr. Daiber includes compensation earned under the former Centruie in the first 10.5 months of 2006. Mr. Daiber was granted 12,500 stock options in association with his employment agreement in July of 2006. Options are subject to a 5-year graded vesting schedule. Stock option values are based on the Black-Scholes model assuming a five-year option life. Mr. Daiber's All 19. Other Compensation figure of \$7,938 represents the dollar value of employer contributions to his 401(k) account for 2006 for both the pre-merger and post-merger entities. (2) Mr. Yeoman's All Other Compensation figure represents \$10,579 of employer contributions to his 401(k) account and \$4,884 of employer contributions to his ESOP account. (3) Mr. Stevenson was granted 7,500 stock options in association with his employment agreement in July of 2006. Stock option values are based on

the Black-Scholes model assuming a five-year option life. Mr. Stevenson's All Other Compensation figure represents \$7,556 of employer contributions to his 401(k) account; \$3,310 of employer contributions to his ESOP account and \$178 of imputed income related to Mr. Stevenson's split dollar bank-owned life insurance (BOLI) policy. (4) Stock option values are based on the Black-Scholes model assuming a five-year option life. Mr. Solon's All Other Compensation figure represents \$7,245 of employer contributions to his 401(k) account; \$3,229 of employer contributions to his ESOP account for 2006 and \$1,582 of imputed income related to Mr. Solon's split dollar bank-owned life insurance (BOLI) policy. (5) Mr. Conterio's All Other Compensation figure represents \$6,468 of employer contributions to his 401(k) account and \$2,931 of employer contributions to his ESOP account for 2006. (6) Mr. Parks was granted 5,000 stock options in association with his employment agreement in July of 2006. Stock option values are based on the Black-Scholes model assuming a five-year option life. Mr. Parks' All Other Compensation figure represents \$5,340 of employer contributions to his 401(k) account.

Employment Agreements and Other Arrangements We are not a party to any employment agreements with our executive officers named in the compensation table, except for the following: The post-merger Centru entered into employment agreements with Thomas A. Daiber and Kurt R. Stevenson on June 30, 2006. Except as described below, each agreement is substantially identical. Initially the agreements are effective for a three-year term. On the second anniversary of the agreements' effective date, the term will be extended an additional day so that the term is always one year, unless either party gives written notice of non-renewal to the other party. The agreement for Mr. Daiber provides for an annual base salary of not less than \$290,000. Additionally, Mr. Daiber will have the opportunity to receive an annual performance bonus of up to 50% of his base salary. The agreement also provided for the award of incentive stock options to Mr. Daiber, and on July 7, 2006 Mr. Daiber was awarded options to purchase equal to 12,500 shares of Centru stock after the merger. Mr. Daiber is entitled to not less than twenty-three days of paid time off as well as benefits at least as favorable to the benefits provided to all other employees. The agreement for Mr. Stevenson provides for an annual base salary of \$170,000. Additionally, Mr. Stevenson will have the opportunity to receive an annual performance bonus of up to 30% of his base salary. The agreement also provided for the award of incentive stock options to Mr. Stevenson, and on July 7, 2006 Mr. Stevenson was awarded options to purchase equal to 7,500 shares of Centru stock after the merger. Mr. Stevenson is entitled to not less than twenty-three days of paid time off as well as benefits at least as favorable to the benefits provided to all other employees. The employment agreements include customary provisions prohibiting the executive from competing and other activities that would be harmful to the Company. Payments under the employment agreements will be reduced to the extent necessary to prevent any portion of the payments from being treated as a nondeductible excess parachute payment under the federal tax laws.

20. On January 31, 2007, the Company entered into employment agreements with Everett J. Solon and Ricky R. Parks. Except as described below, each agreement is substantially identical. Initially the agreements are effective for a two-year term for Mr. Solon and a one-year term for Mr. Parks. On the first anniversary of the date the agreements become effective, the term may be extended for one or more additional years by resolution of the board of directors. Mr. Solon's agreement specifies a minimum base salary of \$152,000. He will have the opportunity to receive annual performance bonuses of up to 25% of his base salary and is entitled to not less than twenty-five days of paid time off as well as benefits at least as favorable to the benefits provided to all other employees. Mr. Solon received a grant of 5,000 stock options to be vested over a five-year period in association with his employment contract. The employment agreement includes customary provisions prohibiting Mr. Solon from competing and other activities that would be harmful to the Company. Payments under the employment agreement will be reduced to the extent necessary to prevent any portion of the payments from being treated as a nondeductible excess parachute payment under the federal tax laws. Mr. Parks' agreement specifies a minimum base salary of \$142,000. He will have the opportunity to receive annual performance bonuses of up to 25% of his base salary and is entitled to not less than twenty-five days of paid time off as well as benefits at least as favorable to the benefits provided to all other employees. Mr. Parks was granted 5,000 stock options in association with a previous employment agreement in July of 2006, subsequently replaced by the January 2007 agreement. No additional options were issued with the January 2007 agreement for Mr. Parks. The employment agreement includes customary provisions prohibiting Mr. Parks from competing and other activities that would be harmful to the Company. Payments under the employment agreement will be reduced to the extent necessary to prevent any portion of the payments from being treated as a nondeductible excess parachute payment under the federal tax laws. Descriptions of any potential post-termination payments are disclosed in the section titled Other Potential Post-Employment Payments. Compensation of the Chief Executive Officer During the first 10 months

of 2006, Scott A. Yeoman served as the chief executive officer of UnionBancorp, Inc. Mr. Yeoman joined the organization on June 13, 2005, and the terms of his employment, including an initial base salary of \$220,000, were established through negotiations with the board of directors. This base salary remained in effect for Mr. Yeoman through his departure date in October of 2006. In July of 2006, a special bonus in the amount of \$8,800 or 4% of his annual salary was paid to Mr. Yeoman. He, along with other select officers, did not receive an annual salary increase at the start of 2006. Instead, it was agreed upon by management and the board of directors that these individuals would receive a lump-sum equivalent to 4% of annual salary if the Company met its financial targets for the first six months of 2006. Since Mr. Yeoman terminated his employment prior to the end of the plan year, Mr. Yeoman forfeited his 2006 annual bonus. The long-term incentive vehicle historically used by the Company is stock options. Eligible participants include all holding company directors and certain officers of the Company, including the chief executive officer. The original stock option plan was approved by shareholders in 1993, and the 2003 Stock Option Plan was presented and approved by stockholders in 2003. Mr. Yeoman received a stock option grant of 10,000 shares in July of 2006 as part of his employment agreement in contemplation of the merger. Those options were forfeited upon Mr. Yeoman's resignation, as explained in detail in the Summary Compensation Table of Executive Compensation. 21. Mr. Yeoman was eligible for participation in all Company-sponsored benefits programs in 2006, including the Company's group health coverage, group-term life insurance coverage, and Company-sponsored retirement programs including the UnionBancorp, Inc. 410(k) and Profit Sharing Plan and the UnionBancorp, Inc. Employee Stock Ownership Plan. Mr. Yeoman did not receive any compensation associated with a car allowance, but did receive country club dues in the amount of \$1,450 during the time in which he was actively employed with UnionBancorp in 2006. Since Mr. Yeoman's resignation came less than one month before the merger consummated, UnionBancorp did not name a chief executive officer during the interim period. Effective as of the merger date of November 13, 2006, Thomas A. Daiber was appointed the president and chief executive officer for the new Centruce Financial Corporation. During the first 10 months of 2006, Mr. Daiber served as the chief executive officer of the pre-merger Centruce. The terms of his employment, including a base salary of \$290,000, were established by the board of directors. This base salary remained in effect with the post-merger Centruce and throughout the remainder of 2006. Mr. Daiber was granted 12,500 stock options in association with his employment agreement in July of 2006 in anticipation of the merger. Mr. Daiber received no additional long-term incentives under the post-merger Centruce, as explained in detail in the Summary Compensation Table of Executive Compensation. Under both the pre-merger Centruce and the post-merger Centruce, Mr. Daiber was eligible for participation in all Company-sponsored benefits programs in 2006, including the Company's group health coverage, group-term life insurance coverage, and Company-sponsored retirement programs including the Centruce Financial Corporation 410(k) and Profit Sharing Plan. Mr. Daiber did not receive any compensation associated with a car allowance or country club dues. In February of 2007, Mr. Daiber received a bonus for year 2006 performance in the amount of \$60,000. The compensation and benefits package for 2006 for Mr. Yeoman and Mr. Daiber in association with their time served in the capacity of chief executive officer of the Company was approved by the Company's board of directors and was commensurate with their knowledge, skills and abilities, as supported by their professional experience and accomplishments, as well as the Board's belief in each to successfully lead the organization. The executive & compensation committee has reviewed all components of the total compensation package of the chief executive officer and the other named executive officers in this proxy statement and believes them to be reasonable and not excessive. In addition to determining the initial compensation and benefits package for the chief executive officer, annually, the executive & compensation committee evaluates four primary areas of performance in determining the chief executive officer's level of compensation. Changes to the base salary, cash bonus, long-term rewards and other benefits of the chief executive officer are based on: o long-range strategic planning and implementation; o the Company's financial performance o compliance with regulatory requirements and relations with regulatory agencies; and o the individual's effectiveness of managing relationships with stockholders and the board of directors. 22. When evaluating the Company's financial performance, the executive & compensation committee considers profitability, asset growth, asset quality and risk management. The primary evaluation criteria are considered to be essential to our long-term viability and are given equal weight in the evaluation. Finally, the executive & compensation committee reviews compensation packages of peer institution, as well as compensation surveys provided by independent third parties, to ensure that the chief executive officer's compensation is competitive and commensurate with his level of performance.

Grants of Plan-Based Awards -----

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

All Other Option Awards: Number of Securities Exercise or Base Grant Date Fair Underlying Price of Option Value of Stock and Name Grant Date (4) Options Awards Option Awards (#) (\$/Sh) (\$)

----- Thomas A. Daiber(1)						
07/07/2006	12,500	\$ 19.58	\$ 244,750			
----- Kurt R. Stevenson(2)						
07/07/2006	7,500	\$ 19.60	\$ 147,000			
----- Ricky R. Parks(3) 07/07/2006						
5,000	\$ 19.58	\$ 97,900				(1)

Mr. Daiber was granted 12,500 options in association with his employment contract. The exercise price for Mr. Daiber's options reflects the end of day close price of the pre-merger Centruie as of the grant date, adjusted to reflect the 1.2 exchange ratio. (2) Mr. Stevenson was granted 7,500 options in association with his employment contract. The exercise price for Mr. Stevenson's options reflects the end of day close price of the former UnionBancorp as of the grant date. (3) Mr. Parks was granted 5,000 options in association with his employment contract. The exercise price for Mr. Parks' options reflects the end of day close price of the former Centruie as of the grant date, adjusted to reflect the 1.2 exchange ratio. (4) All options granted on July 7, 2006 were qualified options subject to a five-year graded vesting schedule in which options vest 20% per year. 23. Outstanding Equity Awards at Fiscal Year-End

----- Option Awards Stock Awards																				
----- Equity Incentive Equity Plan Incentive Awards: Equity Plan Market or Incentive Awards: Payout Number of Plan Number of Value of Securities Number of Awards: Number Market Unearned Unearned Underlying Securities Number of of Shares Value of Shares, Shares, Unexercised Underlying Securities or Units Shares or Units or Units or Options Unexercised Underlying of Stock Units of Other Other Options Unexercised Option That Have Stock That Rights That Rights That Exercisable Un- Unearned Exercise Option Not Have Not Have Not Have Not (1) exercisable Options Price Expiration Vested Vested Vested Vested Name (#) (#) (#) (\$) (2) Date (#) (\$) (#) (\$)																				
----- Thomas A.																				
24,000	---	---	\$21.8800	10/09/2013	---	---	---	Daiber	18,000	---	---	22.9200	10/19/2014	14,400	---	---	22.5000			
12/29/2012	---	---	12,500	---	---	---	---	19.5800	07/07/2013											
----- Kurt R. 300																				
---	---	---	13.0000	02/14/2007	---	---	---	Stevenson	500	---	---	18.5000	02/16/2008	500	---	---	15.0000	02/11/2009	100	
---	---	---	16.0625	11/18/2009	2,935	---	---	11.7500	02/15/2011	2,935	---	---	14.2500	02/20/2012	2,392	---	---	15.0900	12/19/2012	5,000
---	---	---	20.3000	06/16/2015	---	---	---	7,500	---	---	---	19.6000	07/07/2013							
----- Everett J.																				
1,000	---	---	13.0000	02/14/2007	---	---	---	Solon	3,000	---	---	18.5000	02/16/2008	3,500	---	---	15.0000	02/11/2009	100	
---	---	---	16.0625	11/18/2009	3,196	---	---	11.7500	02/15/2011	4,076	---	---	14.2500	02/20/2012	2,935	---	---	15.0900	12/19/2012	5,000
---	---	---	20.3000	06/16/2015																
----- Ricky R.																				
2,400	---	---	23.3100	01/20/2011	---	---	---	Parks	1,200	---	---	22.9200	10/19/2011	5,400	---	---	21.7400	09/01/2015		
---	---	---	5,000	---	---	---	---	19.5800	07/07/2013											

(1) All outstanding stock options for the pre-merger Centruie and the pre-merger UnionBancorp were vested up to 100% at the time of the merger with the exception of those options issued in July of 2006 associated with employment contracts. Options issue in July of 2006 for Messrs. Daiber, Stevenson and Parks are subject to a five-year graded vesting schedule in which options vest at 20% per year beginning on November 13, 2007 the first anniversary of the merger. (2) Exercise prices for stock options issued by the pre-merger Centruie have been adjusted to reflect the 1.2 exchange ratio. 24. Option Exercises and Stock Vested

----- Option Awards Stock Awards												
----- Name Number of Number of Shares Shares Acquired Value Realized Acquired Value Realized on Exercise on Exercise on Vesting on Vesting (#) (\$) (#) (\$)												
----- Thomas A. Daiber (1)												
---	---	---	300	\$ 6,375	2,400	45,080	4,800	87,400				

Edgar Filing: FIDUS INVESTMENT Corp - Form POS EX

					Everett J. Solon	1,350	\$ 19,521
					(1) Mr. Daiber's vested		
shares are reflective of the number of shares held with the post-merger Centrue, as adjusted to reflect the 1.2 exchange ratio. Mr. Daiber's restricted shares were vested to 100% on the merger date. Director Compensation							
					Change in Pension		
Fees	Non-Equity	Value and Earned or Incentive	Nonqualified	Paid in Stock Option Plan	Deferred	All Other	Cash
Awards	Awards	Compensation	Compensation	Compensation	Compensation	Total	Name
(\$)	(1)	(\$)	(2)	(\$)	(\$)	Earnings	(\$)
(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
							Richard J. Berry
28,500	---	\$ 36,033	---	---	---	\$ 64,533	
							Walter E. Breipohl
33,500	---	\$ 36,033	---	---	---	\$ 69,533	
							Robert J. Doty (3)
13,500	---	\$ 48,258	---	---	---	\$ 61,758	
							Randall E. Ganim
23,000	---	\$ 29,340	---	---	---	\$ 52,340	
							Michael A. Griffith
133,523	---	\$ 29,340	---	---	---	\$162,863	
							Michael J. Hejna
102,000	---	\$ 29,340	---	---	---	\$131,340	
							Dennis J. McDonnell
21,000	---	\$ 36,033	---	---	---	\$ 57,033	
							I.J. Reinhardt (3)
22,750	---	\$ 48,258	---	---	---	\$ 71,008	
							John A. Shinkle
18,750	---	\$ 36,033	---	---	---	\$ 54,783	
							Mark L. Smith
101,046	---	\$ 29,340	---	---	---	\$130,386	
							Scott C. Sullivan
20,250	---	\$ 36,033	---	---	---	\$ 56,283	
							John A. Trainor (3)
11,500	---	\$ 48,258	---	---	---	\$ 59,758	
							25.
							Change in Pension
Fees	Non-Equity	Value and Earned or Incentive	Nonqualified	Paid in Stock Option Plan	Deferred	All Other	Cash
Awards	Awards	Compensation	Compensation	Compensation	Compensation	Total	Name
(\$)	(1)	(\$)	(2)	(\$)	(\$)	Earnings	(\$)
(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
							Wesley E. Walker (4)
\$ 16,000	---	---	---	---	---	\$ 16,000	

(1) Represents compensation for all bank and holding company board and committee meetings and annual retainers. Compensation for Messrs. Ganim, Griffith, Hejna, and Smith includes all compensation earned under the former Centrue in the first 10.5 months of 2006. Includes deferrals of director fees earned in 2006 pursuant to the pre-merger Centrue directors deferred compensation plan paid out in Centrue stock upon the change of control. Pursuant to the terms of that plan, each director's full balance was paid in stock in conjunction with the merger. These amounts, which include amounts earned in both 2006 and prior plan years, equal 877 post-merger shares for Mr. Ganim, 6,577 post-merger shares for Mr. Griffith, 8,128 post-merger shares for Mr. Hejna and 6,624 post-merger shares for Mr. Smith. All compensation for Mr. Walker was paid by the former Centrue. (2) Stock option values are based on the Black-Scholes model assuming a five-year option life. Stock option awards for Messrs. Ganim, Griffith, Hejna, and Smith were issued by the former Centrue pre-merger and reflect a 1.2 multiple in converting former Centrue stock to UnionBancorp stock at the merger date. Messrs. Doty, Reinhart and Trainor each received 2,500 stock options upon retirement immediately vested for recognition of their Board service to UnionBancorp. All unvested options for the directors of the former UnionBancorp, including those for Messrs. Berry, Breipohl, McDonnell, Shinkle, Sullivan, Doty, Reinhart and

Trainor, became immediately and fully exercisable in conjunction with the merger. (3) Messrs. Doty, Reinhart and Trainor retired from the UnionBancorp board immediately prior to the merger date. (4) Mr. Walker retired from the former Centrue board on April 20, 2006. Other Potential Post-Employment Payments The agreements for Mr. Daiber and Mr. Stevenson provide that in the event of a termination of the executive's employment without cause or by the executive due to constructive discharge prior to the end of the term of the agreement, the executive will be entitled to certain severance benefits including payments of the executive's annual compensation for the greater of twenty-four months or the remaining period left in the employment agreement's term. Annual compensation is the executive's base salary plus the performance bonus for the most recent performance period. The executive would also be entitled to receive reimbursement for premiums the executive pays for the continuation of medical benefits for the executive and the executive's dependents. During the twelve months following a change of control, if the executive voluntarily terminates his employment due to constructive discharge or if the Company terminates the executive's employment for any reason other than cause, the executive will be entitled to receive a lump sum payment equal to three times the executive's annual compensation, which is the sum of the executive's base salary and the performance bonus for the most recent performance period, plus reimbursement for premiums the executive pays for the continuation of medical benefits for the executive and the executive's dependents. 26. At December 31, 2006, if the Company would have paid out Mr. Daiber under his change of control provision, he would have been entitled to \$870,000 (reflects three years) in base salary, \$180,000 (reflects three years; estimates based off of earned bonus in 2006) in bonus and approximately \$39,144 in COBRA continuation premiums (reflects three years; estimates based off of current premium levels) for Mr. Daiber's family for health, dental and vision benefits for a period of 36 months plus normal accruals paid upon termination of employment. In addition, all outstanding stock options and awards would have become fully and immediately exercisable. At December 31, 2006, if the Company would have paid out Mr. Daiber under his constructive discharge or termination without cause provision, compensation and benefits would have been substantially similar other than that they would have been reduced by the six week period in which the contract was in force for Mr. Daiber from the merger date through year-end. At December 31, 2006, if the Company would have paid out Mr. Stevenson under his change of control provision, he would have been entitled to \$510,000 (reflects three years) in base salary, \$178,215 (reflects three years; estimates based off of earned bonus in 2006) in bonus and approximately \$39,144 in COBRA continuation premiums (reflects three years; estimates based off of current premium levels) for Mr. Stevenson's family for health, dental and vision benefits for a period of 36 months plus normal accruals paid upon termination of employment. In addition, all outstanding stock options and awards would have become fully and immediately exercisable. At December 31, 2006, if the Company would have paid out Mr. Stevenson under his constructive discharge or termination without cause provisions, compensation and benefits would have been substantially similar other than that they would have been reduced by the six week period in which the contract was in force for Mr. Stevenson from the merger date through year-end. During the twelve months following a change of control, if Mr. Solon voluntarily terminates his employment due to constructive discharge or if the Company terminates his employment for any reason other than cause, Mr. Solon will be entitled to receive a lump sum payment equal to two times his annual compensation, which is the sum of his base salary and the performance bonus for the most recent performance period, plus reimbursement for premiums he pays for the continuation of medical benefits for him and his dependents. At December 31, 2006, if the Company would have paid out Mr. Solon under his constructive discharge, termination without cause or change of control provision, he would have been entitled to \$289,000 in base salary (reflects two years), \$69,360 (reflects two years; estimates based off of earned bonus in 2006) in bonus and approximately \$26,096 in COBRA continuation premiums (reflects two years; estimates based off of current premium levels) for Mr. Solon's family for health, dental and life benefits for a period of 24 months plus normal accruals paid upon termination of employment. In addition, all outstanding stock options and awards would have become fully and immediately exercisable. During the twelve months following a change of control, if Mr. Parks voluntarily terminates his employment due to constructive discharge or if the Company terminates his employment for any reason other than cause, Mr. Parks will be entitled to receive a lump sum payment equal to one times his annual compensation, which is the sum of his base salary and the performance bonus for the most recent performance period, plus reimbursement for premiums he pays for the continuation of medical benefits for him and his dependents. At December 31, 2006, if the Company would have paid out Mr. Parks under his constructive discharge, termination without cause or change of control provision, he would have been entitled to \$135,000 in base salary, \$17,152 in bonus (estimated based off of earned bonus in 2006) in bonus and approximately

\$13,048 in COBRA continuation premiums (estimated based off of current premium levels) for Mr. Parks' family for health, dental and life benefits for a period of 12 months plus normal accruals paid upon termination of employment. In addition, all outstanding stock options and awards would have become fully and immediately exercisable. 27. On May 23, 2005, the Company entered into a Change of Control Agreement with J. David Conterio. The agreement provides that if, within two years after a change in control occurs, Mr. Conterio's employment is terminated without "good cause," then he shall receive a cash payment equal to one times his salary. For a period of one year, Mr. Conterio would be allowed to participate in any benefit plans of the Company or bank which provide health (including medical and dental), life or disability insurance, or similar coverage to the extent permitted by law and the applicable benefit plan. Payments under the employment agreement will be reduced to the extent necessary to prevent any portion of the payments from being treated as a nondeductible excess parachute payment under the federal tax laws. At December 31, 2006, if the Company would have paid out Mr. Conterio under his change of control provision, he would have been entitled to \$142,500 in base salary plus normal accruals paid upon termination of employment.

TRANSACTIONS WITH MANAGEMENT The Company's audit committee charter requires the review of all related party transactions, other than Regulation O transactions, to the extent required by the rules of the Securities and Exchange Commission and NASDAQ (or by the rules and regulations of any other exchange or national market on which the Company's common stock is quoted or listed for trading). Several of our directors and executive officers (including their affiliates, families and companies in which they are principal owners, officers or directors) were loan customers of, and had other transactions with, us and our subsidiaries in the ordinary course of business. These loans and lines of credit were made in the ordinary course of business on substantially the same terms, including interest rates and collateral, as those prevailing at the time for transactions with other persons and did not involve more than the normal risk of collectibility or present other unfavorable features. During 2006, the law firm of Myers, Berry, O'Connor & Kuzma, Ltd. received \$115,272 in fees attributable to Company related matters in which the law firm provided legal services. Richard J. Berry, a director of Centru Financial Corporation and Centru Bank, is a principal of that firm. During 2006, the Gundaker Commercial Group received \$157,000 in broker fees associated with the sale of an OREO property. Michael J. Hejna, a director of Centru Financial Corporation and Centru Bank, is a principal of that firm.

ACCOUNTANT FEES Audit Fees Audit fees and expenses billed to the Company by Crowe Chizek and Company LLC for the audit of the Company's financial statements for the fiscal years ended December 31, 2006, including fees related to the merger, and December 31, 2005, and for the review of the Company's financial statements included in the Company's quarterly reports on Form 10-Q, are as follows:

	2006	2005
Audit Related Fees	\$185,500	\$118,500
Audit related fees and expenses billed to the Company by Crowe Chizek and Company LLC for fiscal years 2006 and 2005 for services related to the performance of the audit or review of the Company's financial statements and fees related to the merger that were not included under the heading "Audit Fees", are as follows:		
2006	\$134,630	\$14,000
2005		
Tax Fees	\$19,000	\$27,600
Tax fees and expenses billed to the Company for fiscal years 2006 and 2005 for services related to tax compliance, tax advice and tax planning, consisting primarily of preparing the Company's federal and state income tax returns for the previous fiscal periods and inclusive of expenses are as follows:		
2006	\$65,900	\$45,165
2005		

28. All Other Fees Fees and expenses billed to the Company for fiscal years 2006 and 2005 for all other services, which primarily consisted of the audit of the benefit plans are as follows:

	2006	2005
	\$65,900	\$45,165

The audit committee, after consideration of the matter, does not believe that the rendering of these services by Crowe Chizek to be incompatible with maintaining its independence as our principal accountant. In accordance with Section 10A(i) of the Exchange Act, before Crowe Chizek and Company LLC is engaged by us to render audit or non-audit services, the engagement is approved by our audit committee. None of the audit-related, tax and other services described in the table above were required to be approved by the audit committee pursuant to Rule 2-01(c)(7)(i)(C) of Regulation S-X. The audit committee is responsible for reviewing and pre-approving any non-audit services to be performed by the Company's independent auditors. The audit committee has delegated its pre-approval authority to the chairman of the audit committee to act between meetings of the audit committee. Any pre-approval given by the chairman of the audit committee pursuant to this delegation is presented to the full audit committee at its next regularly scheduled meeting. The audit committee or chairman of the audit committee reviews and, if appropriate, approves non-audit service engagements, taking into account the proposed scope of the non-audit services, the proposed fees for the non-audit services, whether the non-audit services are permissible under applicable law or regulation and the likely impact of the non-audit services on the independence of the independent auditors. Since the effective date of the SEC rules requiring pre-approval of non-audit services on

May 6, 2003, each new engagement of the Company's independent auditors to perform non-audit services has been approved in advance by the audit committee or the chairman of the audit committee pursuant to the foregoing procedures.

29. AUDIT COMMITTEE REPORT The incorporation by reference of this proxy statement into any document filed with the Securities and Exchange Commission by us shall not be deemed to include the following report unless the report is specifically stated to be incorporated by reference into such document. The audit committee assists the board in carrying out its oversight responsibilities for our financial reporting process, audit process and internal controls. The committee also reviews the audited financial statements and recommends to the board that they be included in our annual report on Form 10-K. The committee is comprised solely of independent directors. The current charter is available on the company's website at www.centru.com. Management is responsible for the preparation, presentation and integrity of our financial statements, accounting and financial reporting principles, internal controls, and procedures designed to ensure compliance with accounting standards, applicable laws and regulations. Crowe Chizek and Company LLC, our independent registered public accounting firm, is responsible for performing an independent audit of the financial statements in accordance with standards of the Public Company Accounting Oversight Board. Centru Financial Corporation outsources the internal audit function to a third party that reports directly to the audit committee and management. This third party is responsible for objectively reviewing and evaluating the adequacy, effectiveness and quality of our system of internal controls relating to the reliability and integrity of our financial information. The audit committee has ultimate authority and responsibility to select, evaluate and, when appropriate, replace our independent auditors. The audit committee has reviewed and discussed our audited financial statements for the fiscal year ended December 31, 2006 with our management and Crowe Chizek and Company LLC, our independent registered public accounting firm. The committee has also discussed with Crowe Chizek and Company LLC the matters required to be discussed by SAS 61 (Codification for Statements on Auditing Standards) as well as having received and discussed the written disclosures and the letter from Crowe Chizek and Company LLC required by Independence Standards Board Statement No. 1 (Independence Discussions with Audit Committees). Based on the review and discussions with management and Crowe Chizek and Company LLC, the committee has recommended to the board that the audited financial statements be included in our annual report on Form 10-K for the fiscal year ending December 31, 2006 for filing with the Securities and Exchange Commission. Audit Committee Mark L. Smith, Chair Walter E. Breipohl Randall E. Ganim Scott C. Sullivan

30. Audit Committee Financial Expert Prior to the merger, the membership of the audit committee did not include a director who qualifies for designation as an "audit committee financial expert". Subsequent to the merger, the board of directors has determined that two of the four audit committee members, Messrs. Ganim and Smith, are qualified for designation as "audit committee financial experts". Both directors are independent under the listing standards of the Nasdaq Stock Market.

STOCKHOLDER PROPOSALS FOR 2008 ANNUAL MEETING For inclusion in our proxy statement and form of proxy relating to the 2008 annual meeting of stockholders, stockholder proposals must be received by us on or before November 24, 2007. In order to be presented at such meeting, notice of the proposal must be received by Centru Financial Corporation on or before March 24, 2008, and must otherwise comply with our bylaws.

"HOUSEHOLDING" OF PROXY MATERIALS In 2000, the Securities and Exchange Commission adopted rules that permit companies and intermediaries (e.g., brokers) to satisfy the delivery requirements for proxy statements, prospectuses and annual reports with respect to two or more security holders sharing the same address by delivering a single copy of proxy statements, prospectuses and annual reports, as the case may be, addressed to those security holders. This process, which is commonly referred to as "householding," potentially means extra convenience for security holders and cost savings for companies. This year, a number of brokers with account holders who are Centru Financial Corporation stockholders will be "householding" our proxy materials. As indicated in the notice previously provided by these brokers to Centru Financial Corporation stockholders, a single proxy statement and Form 10-K annual report will be delivered to multiple stockholders sharing an address unless contrary instructions have been received from an affected stockholder. Once you have received notice from your broker or the Company that they will be "householding" communications to your address, "householding" will continue until you are notified otherwise or until you revoke your consent. If, at any time, you no longer wish to participate in "householding" and would prefer to receive a separate proxy statement and Form 10-K annual report, please notify your broker, direct your written request to Centru Financial Corporation, Investor Relations, 122 W. Madison Street, Ottawa, IL 61350 or contact Investor Relations at (815) 431-2720. Stockholders who currently receive multiple copies of the proxy statement and Form 10-K annual report at their address and would like to request "householding" of their communications should contact

their broker or, if a stockholder is a direct holder of Centru Financial Corporation shares, they should submit a written request to Computershare Investor Services, the Company's transfer agent, at 2 North LaSalle Street, Chicago, IL 60602. OTHER MATTERS We do not intend to present any other business at the meeting and know of no other matters which will be presented. However, if any other matters come before the meeting, it is the intention of the persons named in the accompanying proxy to vote in accordance with their best judgment on those matters. A representative of our independent auditors, Crowe Chizek and Company LLC, is expected to attend the annual meeting and will be available to respond to appropriate questions and to make a statement if he or she so desires. Your proxy is solicited by the board of directors, and we will pay the cost of solicitation. In addition to soliciting proxies by use of the mail, officers, directors and regular employees of Centru Financial Corporation or our subsidiaries, acting on our behalf, may solicit proxies by telephone, telegraph or personal interview. We will, at our expense, upon the receipt of a request from brokers and other custodians, nominees and fiduciaries, forward proxy soliciting material to the beneficial owners of shares held of record by such persons. 31. FAILURE TO INDICATE CHOICE If any stockholder fails to indicate a choice with respect to any of the proposals on the proxy for the annual meeting, the shares of such stockholder shall be voted FOR the nominees listed under proposal 1 and FOR the amended and restated 2003 Stock Option Plan under proposal 2. By Order of the Board of Directors /s/ THOMAS A. DAIBER ----- Thomas A. Daiber President and Chief Executive Officer Ottawa, Illinois March 23, 2007 ALL STOCKHOLDERS ARE URGED TO SIGN AND MAIL THEIR PROXIES PROMPTLY 32. EXHIBIT A ----- CENTRUE FINANCIAL CORPORATION AMENDED AND RESTATED 2003 STOCK OPTION PLAN ----- 1. Purpose of the Plan ----- The Plan is intended to provide a means whereby key policy-making directors and employees of the Company and its Subsidiaries may sustain a sense of proprietorship and personal involvement in the continued development and financial success of the Company, and to encourage them to remain with and devote their best efforts to the business of the Company, thereby advancing the interests of the Company and its stockholders. Accordingly, the Company may permit certain directors and employees to acquire common stock of the Company or otherwise participate in the financial success of the Company or to be awarded shares of common stock of the Company, on the terms and conditions established herein. This Plan, as amended and restated, will become effective on the date of its adoption by the Board, provided the amended and restated Plan is approved by the shareholders of the Company (excluding holders of shares of Option Stock and Restricted Stock issued by the Company under this Plan) within twelve months after that date. If the Plan is not approved by the shareholders of the Company, any Restricted Stock awards granted under this Plan will be rescinded and void and any Options granted shall be valid only if such Options are granted pursuant to the terms and conditions of the Plan prior to its restatement, as approved by the shareholders of the Company on April 22, 2003. This Plan will remain in effect until it is terminated by the Board under Section 12 hereof, except that no Options or Restricted Stock will be granted after December 19, 2012, which is the tenth anniversary of the date of this Plan's original adoption by the Board. 2. Definitions Unless the context otherwise requires, the following defined terms (together with other capitalized terms defined elsewhere in this Plan) will govern the construction of this Plan, and of any Stock Option Agreements and Restricted Stock Agreements entered into pursuant to this Plan. Notwithstanding the foregoing, the terms and conditions of all Stock Option Agreements entered into prior to the Effective Date of this Plan, as amended and restated, shall be governed by the terms and conditions of the Plan as in effect on the date such Stock Option Agreements were effective. a. "10% Shareholder" means a person who owns, either directly or indirectly by virtue of the ownership attribution provisions set forth in Section 424(d) of the Code at the time he or she is granted an Option, Stock possessing more than 10% of the total combined voting power or value of all classes of Stock of the Company and/or of its Subsidiaries. b. "1933 Act" means the federal Securities Act of 1933, as amended. c. "1934 Act" means the federal Securities Exchange Act of 1934, as amended. d. "Board" means the Board of Directors of the Company. e. "Cause" means (i) the Participant's material breach of an employment agreement, if any, between the Participant and the Company or one of its Subsidiaries, (ii) the Participant's breach of a Confidential Information Agreement between the Participant and the Company or one of its Subsidiaries, (iii) the breach of any non-disclosure or non-compete agreement between the Participant and the Company or one of its Subsidiaries, or (iv) the Participant engages in illegal conduct or misconduct which materially and demonstrably injures the Company. For purposes of determining whether "Cause" exists, no act or failure to act, on the Participant's part shall be considered "willful," unless it is done, or omitted to be done, by the Participant in bad faith or without reasonable belief by the Participant that his action or omission was in the best interests of the Company. f. A "Change in Control" of the Company shall have occurred: (i)

on the scheduled expiration date of a tender offer by, or exchange offer by any corporation, person, other entity or group (other than the Company, any of its wholly owned Subsidiaries or a qualified retirement plan of the Company or one of its Subsidiaries, or one or more persons who are beneficial owners, as determined under Rule 13d-4 under the 1934 Act , of 10% or more of 33. the Voting Stock of the Company on the date on which the Plan is approved by the Board), to acquire Voting Stock of the Company if: (1) after giving effect to such offer such corporation, person, other entity or group would own 50% or more of the Voting Stock of the Company; (2) there shall have been filed documents with the Securities and Exchange Commission in connection therewith (or, if no such filing is required, public evidence that the offer has already commenced); and (3) such corporation, person, other entity or group has secured all required regulatory approvals to own or control 50% or more of the Voting Stock of the Company; (ii) if the shareholders of the Company approve a definitive agreement to merge or consolidate the Company with or into another corporation in a transaction in which neither the Company nor any of its wholly owned Subsidiaries will be the surviving corporation, or to sell or otherwise dispose of all or substantially all of the Company's assets to any corporation, person, other entity or group (other than the Company or any of its wholly owned Subsidiaries), and such definitive agreement is consummated; or (iii) if any corporation, person, other entity or group (other than the Company, any of its wholly owned Subsidiaries or a qualified retirement plan of the Company or one of its Subsidiaries, or one or more persons who are beneficial owners, as determined under Rule 13d-4 under the 1934 Act , of 10% or more of the Voting Stock of the Company on the date on which the Plan is approved by the Board) becomes the beneficial owner, as determined under Rule 13d-4 under the 1934 Act, of Stock representing 50% or more of the Voting Stock of the Company. g. "Code" means the Internal Revenue Code of 1986, as amended (references herein to Sections of the Code are intended to refer to Sections of the Code as enacted at the time of this Plan's adoption by the Board and as subsequently amended, or to any substantially similar successor provisions of the Code resulting from recodification, renumbering or otherwise). h. "Committee" means the Centru Financial Corporation Executive and Compensation Committee of the Company's Board of Directors. The Committee shall be comprised solely of not less than 3 Non-Employee Directors. In the alternative, the Board of Directors may, in its discretion, choose to act as the Committee for the Plan and the Committee, whether or not comprised solely of Non-Employee Directors shall act as an advisory committee. i. "Company" means Centru Financial Corporation, an Illinois corporation and its successor or successors. j. "Confidential Information Agreement" means a written agreement between the Company or one of its Subsidiaries and the Eligible Person establishing the duty of the Eligible Person not to disclose information that is proprietary to the Company or one of its Subsidiaries and establishing the sanctions applicable in the event the Eligible Person breaches the Agreement. k. "Disability" has the same meaning as "permanent and total disability," as defined in Section 22(e)(3) of the Code. l. "Disqualifying Disposition" means a disposition, as defined in Section 424(c)(1) of the Code, of Option Stock acquired pursuant to an ISO, which occurs either: (i) within two years after the underlying Option is granted; or 34. (ii) within one year after the underlying Option is exercised. Under Section 424(c)(1) of the Code, the term "disposition" includes a sale, exchange, gift, or a transfer of legal title, but does not include (A) a transfer from a decedent to an estate or a transfer by bequest or inheritance, (B) an exchange to which Section 354, 355, 356, or 1036 (or so much of Section 1031 as relates to Section 1036) applies, or (C) a mere pledge or hypothecation. m. "Eligible Person" means any person who, at a particular time, is an employee, officer or member of the Board of Directors of the Company or its Subsidiaries. With respect to ISOs only, this definition does not include any person who has been on leave of absence for greater than 90 days, unless re-employment is guaranteed by law or contract. n. "Fair Market Value" means, with respect to Option Stock and Restricted Stock as of the date in question, the market price per share of such Stock determined by the Committee, consistent with the requirements of Section 422 of the Code and to the extent consistent therewith: (i) if the Stock was principally traded on an exchange or market in which prices are reported on a bid and asked basis, the average of the mean between the bid and asked price for the Stock at the close of trading for the 5 consecutive trading days immediately preceding the date in question; (ii) if the Stock was principally listed on a national securities exchange, the closing price of the Stock for the trading day immediately preceding the date in question as reported in a publicly available newspaper or publication deemed reliable by the Committee, or if there is no closing price reported on such day, the reporting price on the next previous trading day for which a closing price is reported in such newspaper or publication; or (iii) if neither of the foregoing provisions is applicable, then the Committee shall determine Fair Market Value in good faith on such basis as it deems appropriate; in the case of ISOs, "good faith" shall be determined in accordance with Section 422 of the Code. o. "ISO" or "Incentive Stock Option" means an

Option, which is subject to certain holding requirements and tax benefits, and which qualifies as an "incentive stock option," as defined in Section 422 of the Code. p. "New Employer" shall mean the Participant's employer, or the parent or a Subsidiary of such employer, immediately following a Change in Control. q. "Non-Employee Director" means a director who: (i) is not currently an officer of the Company or its Subsidiaries, or otherwise currently employed by the Company or its Subsidiaries; (ii) does not receive compensation, either directly or indirectly, from the Company or its Subsidiaries, for services rendered as a consultant or in any capacity other than as a director, except for an amount that does not exceed the dollar amount for which disclosure would be required in the Company's proxy statement; (iii) does not possess an interest in any other transaction for which disclosure would be required in the Company's proxy statement; and (iv) is not engaged in a business relationship for which disclosure would be required in the Company's proxy statement. 35. r. "NSO" means any Option granted under this Plan whether designated by the Committee as a "non-qualified stock option," a "non-statutory stock option" or otherwise, other than an Option designated by the Committee as an ISO. The term "NSO" also includes any Option designated by the Committee as an ISO but which, for any reason, fails to qualify as an ISO pursuant to Section 422 of the Code and the rules and regulations thereunder. s. "Option" means a right granted pursuant to this Plan entitling the Participant to acquire shares of Stock issued by the Company. t. "Option Agreement" means an agreement between the Company and an Eligible Person to evidence the terms and conditions of the issuance of Options hereunder. u. "Option Price" with respect to any particular Option means the exercise price at which the Participant may acquire each share of the Option Stock called for under such Option. v. "Option Stock" means Stock issued or issuable by the Company pursuant to the valid exercise of an Option. w. "Participant" means an Eligible Person to whom an Option or award of Restricted Stock is granted hereunder, and any transferee of an Option received pursuant to a Transfer authorized under this Plan. x. "Plan" means this Centru Financial Corporation 2003 Stock Option Plan. y. "Retirement" means the Participant's voluntary cessation of employment or service as a director following the attainment of age 55 and the completion of 7 years of service. z. "Restricted Stock" means Stock issued or issuable by the Company which is subject to the restrictions imposed in Section 8 of this Plan. aa. "Restricted Stock Agreement" means an agreement between the Company and an Eligible Participant to evidence the terms and conditions of the issuance of Restricted Stock hereunder. bb. "Restricted Stockholder" means an Eligible Participant to whom any Restricted Stock is issued hereunder, and any transferee of such Stock received pursuant to a Transfer required by law. cc. "SARs" shall mean stock appreciation rights entitling the grantee to receive cash or shares of Stock having a fair market value equal to the appreciation in market value of a stated number of shares of Stock from the date of grant, or in the case of rights granted in tandem with or by reference to an Option granted prior to the grant of such rights, from the date of grant of the related Option to the date of exercise. dd. "Stock" means shares of the Company's common stock. ee. "Subsidiary" has the same meaning as "Subsidiary Corporation" as defined in Section 424(f) of the Code. ff. "Tax Withholding Liability" means all federal and state income taxes, social security tax, medicare tax and any other taxes applicable to the income arising from a transaction involving Options required by applicable law to be withheld by the Company. The Committee shall retain the discretion to determine the amount of Tax Withholding Liability. gg. "Transfer," with respect to Option Stock and Restricted Stock, includes, without limitation, a voluntary or involuntary sale, assignment, transfer, conveyance, pledge, hypothecation, encumbrance, disposal, loan, gift, attachment or levy of such Stock, including without limitation an assignment for the benefit of creditors of the Participant, a transfer by operation of law, such as a transfer by will or under the laws of descent and distribution, an execution of judgment against the Option Stock or the acquisition of record or beneficial ownership thereof by a lender or creditor, a transfer pursuant to any decree of divorce, dissolution or separate maintenance, any property settlement, any separation agreement or any other agreement with a spouse (except for estate planning purposes) under which a part or all of the 36. shares of Option Stock are transferred or awarded to the spouse of the Participant or are required to be sold, or a transfer resulting from the filing by the Participant of a petition for relief, or the filing of an involuntary petition against such Participant, under the bankruptcy laws of the United States or of any other nation. hh. "Voting Stock" shall mean those shares of the Company Stock entitled to vote generally in the election of directors. 3. Administration of the Plan ----- Subject to review by the Board, the Committee shall select the directors and employees from among those eligible to whom Options shall be granted or to whom Restricted Stock shall be awarded under the Plan, to establish the number of shares of Stock that will be subject to Options granted to such director or employee and the time when certificates for such Option Stock shall be issued, to establish the number of shares of Stock that shall be subject to awards of Restricted Stock to a director or employee and to prescribe the legend to be affixed to the

certificate representing such Stock that is subject to a Stock Option or Restricted Stock award. Subject to review by the Board, the Committee shall also select the directors and employees from among those eligible to whom rights to participate in the appreciation of Option Stock shall be granted. Subject to review by the Board, the Committee shall have the authority to select the directors and employees from among those eligible to whom SARs may be granted and the terms of such SARs. The Committee is authorized, subject to Board approval, to interpret the Plan and may from time to time adopt such rules, regulations, forms and agreements, not inconsistent with the provisions of the Plan, as it may deem advisable to carry out the Plan. The Board shall independently review and approve all decisions made by the Committee in administering the Plan.

4. Shares Subject to the Plan ----- Subject to Sections 10 and 11 of this Plan, the aggregate number of shares of Option Stock or Restricted Stock that may be issued and outstanding pursuant to the exercise of Options or the award of Restricted Stock under this Plan (the "Stock Pool") will not exceed 570,000 shares. The maximum number of shares of Option Stock which may be subject to one or more awards to a single Eligible Person shall not exceed 200,000 shares in the aggregate. Shares of Option Stock and Restricted Stock that would have been issuable pursuant to Options, but that are no longer issuable because all or part of those Options have terminated, been withheld as payment in part or in full of the exercise price for Options, withheld for the payment of taxes or expired may also be added back into the Stock Pool to be available for issuance.

5. Type of Stock Options. ----- Except as otherwise provided herein, the Committee will designate any Option granted hereunder either as an ISO or as an NSO. To the extent that the Fair Market Value of Stock, determined at the time the Option is granted, with respect to which all ISOs are exercisable for the first time by any individual during any calendar year (pursuant to this Plan and all other plans of the Company and/or its Subsidiaries) exceeds \$100,000, such Option will be treated as an NSO.

6. Terms of Stock Option Agreements. Each Option granted pursuant to this Plan will be evidenced by an Option Agreement between the Company and the Eligible Person to whom such Option is granted, in form and substance satisfactory to the Committee in its sole discretion, consistent with this Plan. Apart from making copies of this Plan and Option Agreements under this Plan available to the Eligible Person, the Company shall have no obligation to explain the terms and conditions of the Plan or Option Agreements, including, not by way of limitation, the terms of vesting, the available methods for exercising Options and the timing of an Option's expiration. Without limiting the foregoing, the following terms and conditions will be considered a part of each Option Agreement (unless otherwise stated therein):

a. Covenants of Participant. Nothing contained in this Plan, any Option Agreement or in any other agreement executed in connection with the granting of an Option under this Plan will confer upon any Participant any right with respect to the continuation of his or her status as an employee, officer or director of the Company or its Subsidiaries.

37. b. Option Vesting Periods. Each Option Agreement will specify the period or periods of time within which each Option or portion thereof will first become exercisable (the "Option Vesting Period"). Unless otherwise indicated in an Option Agreement, all Options shall become vested and exercisable upon the effective date of a Change in Control of the Company.

c. Exercise of the Option. ----- (i) Mechanics and Notice. Options may be exercised to the extent exercisable by giving written notice to the Company specifying the number of Options to be exercised, the date of the grant of the Option or Options to be exercised, the Option Price, the desired effective date of the exercise, the number of full shares of Option Stock to be retained by the Participant after exercise, and the method of payment. Once written notice complying with the requirements of this subsection is received, the Committee or its designee shall promptly notify the Participant of the amount of the Option Price and withholding taxes due, if either or both is applicable. Payment of any amounts owing shall be due immediately upon receipt of such notice. (ii) Withholding Taxes. As a condition to the issuance of shares of Option Stock upon exercise of an Option granted under this Plan, the Participant will pay to the Company in cash, through cashless exercise as provided in Section 6(d) or in such other form as the Committee may determine in its discretion, the amount of the Company's Tax Withholding Liability, if any, associated with such exercise.

d. Payment of Option Price. Each Option Agreement will specify the Option Price, with respect to the exercise of Option Stock granted thereunder, which may be stated in terms of a fixed dollar amount, a percentage of Fair Market Value at the time of the grant, or such other method as determined by the Committee in its discretion. In no event will the Option Price for an ISO granted hereunder be less than the Fair Market Value (or, where an ISO Participant is a 10% Shareholder, one hundred ten percent (110%) of such Fair Market Value) of the Option Stock at the time such ISO is granted. In no event will the Option Price for an NSO granted hereunder be less than 100% of the Fair Market Value of the Options Stock at the time such NSO is granted. The Option Price will be payable to the Company in United States dollars in cash or by certified check or, such other legal consideration as may be approved

by the Committee, in its discretion. The Committee, in its sole discretion, may permit an Optionee to pay all or a portion of the Option Price, and/or the Company's Tax Withholding Liability set forth in subsection 6(c) above, if applicable, with respect to the exercise of an Option by (i) surrendering shares of Stock already owned by such Optionee; (ii) withholding of shares of Option Stock; or (iii) irrevocably authorizing a third party to sell shares of Stock (or a sufficient portion of the shares) acquired upon exercise of the Option and remit to the Company a sufficient portion of the sale proceeds to pay the entire Exercise Price and the Company's Tax Withholding Liability from such exercise. To the extent Option Stock is withheld for tax withholding purposes, the applicable percentage of tax withholding liability shall be the percentage equal to the employer's minimum statutory withholding rate (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to the taxable income realized upon exercise of Options). To the extent that Option Stock is withheld pursuant to subparagraphs (i) or (ii) above, the Fair Market Value of surrendered Stock or withheld Option Stock must be equal to the corresponding portion of such Option Price and/or tax withholding liability, as the case may be, to be paid for therewith. To the extent that shares of Option Stock are sold by a third party as payment of all or a portion of the Option Price of an ISO, the sale of such shares will be treated as a Disqualifying Disposition and be subject to Section 421(b) of the Code.

e. Notice of Disqualifying Disposition. In the event of a Disqualifying Disposition, the Participant will promptly give written notice to the Company of such disposition including information regarding the number of shares involved, the exercise price of the underlying Option through which the shares were acquired and the date of the Disqualifying Disposition.

f. Termination of the Option. Except as otherwise provided herein, each Option Agreement will specify the period of time, to be determined by the Committee in its discretion, during which the Option granted therein will be exercisable, not to exceed ten years from the date of grant (the "Option Period"); provided that the Option Period will not exceed five years from the date of grant in the case of an ISO granted to a 10% Shareholder.

38. (i) Timing of Termination. To the extent not previously exercised, each Option will terminate upon the expiration of the Option Period specified in the Option Agreement; provided, however, that, subject to the discretion of the Committee, each Option will terminate, if earlier: (a) ninety days after the date that the Participant ceases to be an Eligible Person for any reason other than Cause, death or Disability; (b) immediately upon the Participant's termination of employment for Cause; or (c) 1 year after the date that the Participant ceases to be an Eligible Person by reason of such person's death or Disability.

(ii) Effect of Change in Control. Except as provided in an Option Agreement, each Option will become fully exercisable upon the effective date of a Change in Control of the Company or a liquidation or dissolution of the Company.

(iii) Effect of Retirement, Death or Disability. Except as provided in an Option Agreement, Options will not become fully exercisable upon the Optionee's death, Retirement or Disability.

g. Transferability of Options. ISOs will be subject to Transfer by the Participant only by will or the laws of descent and distribution. NSOs will be subject to Transfer by the Participant only by will or the laws of descent and distribution or, at the discretion of the Committee, by direct gift to a family member, or gift to a family trust or family partnership. The terms "family member," "family trust" and "family partnership" shall have meanings consistent with Section 704 of the Code. Options will be exercisable only by the Participant during his or her lifetime, or, with respect to an NSO, by any of the recipients of the Transfers specifically permitted by this subsection (g).

h. Compliance with Law. Notwithstanding any other provision of this Plan, Options may be granted pursuant to this Plan, and Option Stock may be issued pursuant to the exercise thereof by a Participant, only after there has been compliance with all applicable federal and state tax and securities laws. The right to exercise an Option will be further subject to the requirement that if at any time the Committee determines, in its discretion, that the listing, registration or qualification of the shares of Option Stock called for by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority, is necessary or desirable as a condition of or in connection with the granting of such Option or the purchase of shares of Option Stock, the Option may not be exercised, in whole or in part, unless and until such listing, registration, qualification, consent or approval is effected or obtained free of any conditions not acceptable to the Committee, in its discretion.

i. Stock Certificates. Certificates representing the Option Stock issued pursuant to the exercise of Options will bear all legends required by law and necessary to effectuate this Plan's provisions. The Company may place a "stop transfer" order against shares of the Option Stock until all restrictions and conditions set forth in this Plan and in the legends referred to in this subsection (i) have been complied with.

j. Non-Compete. The Committee, in its discretion, may, as a condition to the grant of an Option, require that the Participant enter into a covenant not to compete, a non-disclosure agreement or a Confidential Information Agreement with the Company and its Subsidiaries, which shall become effective on the date of termination of employment of the

Participant with the Company, or any other date the Committee designates, and which shall contain such terms and conditions as the Committee specifies. k. Other Provisions. The Option Agreement may contain such other terms, provisions and conditions, including such special forfeiture conditions, rights of repurchase, rights of first refusal and other restrictions on Transfer of Option Stock issued upon exercise of any Options granted hereunder, not inconsistent with this Plan, as may be determined by the Committee in its sole discretion. 7. Stock Appreciation Rights

----- a. Grants. SARs may be granted to such eligible directors and employees as may be selected by the Committee. 39. b. Terms of Grant. SARs may be granted in tandem with or with reference to a related Option, in which event the grantee may elect to exercise either the Option or the SAR but not both, as to the same Share subject to the Option and the SAR, or the SAR may be granted independently of a related Option. In the event of a grant with a related Option, the SAR shall be subject to the terms and conditions of the related Option. SARs shall not be transferable, except that SARs may be exercised by the executor, administrator or personal representative of the deceased grantee within twelve months of the death of the grantee. SARs may be exercised during the individual's continued employment with the Company and for a period not in excess of ninety days following termination of employment. c. Payment of Exercise. Upon exercise of a SAR, the grantee shall be paid the excess of the then fair market value of the number of shares of Stock to which the SAR relates over the fair market value of such number of shares of Stock at the date of grant of the SAR or of the related Option, as the case may be. Such excess shall be paid in cash or in Stock having a fair market value equal to such excess or in such combination thereof as the Committee shall determine. d. Withholding of Tax. As a condition to the payment due upon exercise of a SAR granted under this Plan, the Participant will pay to the Company in cash or in such other form as the Committee may determine in its discretion, the amount of the Company's Tax Withholding Liability, if any, associated with such exercise. 8.

Restricted Stock Awards ----- Each issuance of Restricted Stock pursuant to this Plan will be evidenced by a Restricted Stock Agreement between the Company and the Eligible Participant to whom such Restricted Stock is to be issued, in form and substance satisfactory to the Committee in its sole discretion, consistent with this Plan. Each Restricted Stock Agreement (unless otherwise stated therein) will be deemed to include the following terms and conditions: a. Covenants of Restricted Stock Holders. Nothing contained in this Plan, any Restricted Stock Agreement or in any other agreement executed in connection with the issuance of Restricted Stock under this Plan will confer upon any Restricted Stockholder any right with respect to the continuation of his or her status as an employee or officer of the Company or its Subsidiaries. b. Restricted Stock Vesting Period. Except as otherwise provided herein, each Restricted Stock Agreement may specify the period or periods of time within which shares of Restricted Stock will no longer be subject to the restrictions imposed under this Plan or any Restricted Stock Agreement (the "Restricted Stock Vesting Period"), as set forth in this subsection 8(b). A Restricted Stock Agreement may also specify Designated Performance Criteria which must be satisfied within the Restricted Stock Vesting Period. Restricted Stock Vesting Periods shall be determined by the Committee in its discretion and may be accelerated or shortened by the Committee in its discretion, but shall not exceed ten years for full vesting. Except as provided in a Restricted Stock Agreement, all shares of Restricted Stock shall become immediately and fully vested upon a Change in Control of the Company. c. Restrictions on Transfer of Restricted Stock. (i) General Rule. Restricted Stock may be transferred only if required by law. All Transfers of Restricted Stock not meeting the conditions set forth in this subsection 8(c)(i) are expressly prohibited. (ii) Effect of Prohibited Transfer. Any prohibited Transfer of Restricted Stock is void and of no effect. Should such a Transfer purport to occur, the Company may refuse to carry out the Transfer on its books, attempt to set aside the Transfer, enforce any undertaking or right under this subsection 8(c)(ii), or exercise any other legal or equitable remedy. (iii) Escrow. The Committee may, in its discretion, require that the Restricted Stockholder deliver the certificate(s) for the Restricted Stock with a stock power executed in blank to the Secretary of the Company or his or her designee to hold said certificate(s) and stock power(s) in escrow and to take all such actions and to 40. effectuate all such Transfers and/or releases as are in accordance with the terms of this Plan. The certificate(s) may be held in escrow so long as the shares of Restricted Stock are subject to any restrictions under this Plan or under a Restricted Stock Agreement. Each Restricted Stockholder acknowledges that the Secretary of the Company (or his or her designee) is so appointed as the escrow holder with the foregoing authorities as a material inducement to the issuance of shares of Restricted Stock under this Plan, that the appointment is coupled with an interest, and that it accordingly will be irrevocable. The escrow holder will not be liable to any party to a Restricted Stock Agreement (or to any other party) for any actions or omissions unless the escrow holder is grossly negligent relative thereto. The escrow holder may rely upon any letter, notice or other document executed by any signature

purported to be genuine. d. Compliance with Law. Notwithstanding any other provision of this Plan, Restricted Stock may be issued pursuant to this Plan only after there has been compliance with all applicable federal and state tax and securities laws. e. Stock Certificates. Certificates representing the Restricted Stock issued pursuant to this Plan will bear all legends required by law and necessary to effectuate this Plan's provisions. The Company may place a "stop transfer" order against shares of the Restricted Stock until all restrictions and conditions set forth in this Plan and in the legends referred to in this subsection 8(e) have been complied with. f. Withholding. As a condition to the issuance of shares of Restricted Stock, the Participant will pay to the Company in cash or in such other form as the Committee may determine in its discretion, the amount of the Company's Tax Withholding Liability, if any, associated with the Participant becoming vested in such shares or in connection with the Participant's election to recognize income under Section 83(b) of the Code. The Committee, in its sole discretion, may permit Restricted Stockholder to pay all or a portion of the Company's Tax Withholding Liability with respect to shares of Restricted Stock in which the Participant has become vested by (i) surrendering shares of Stock already owned by such Restricted Stockholder; (ii) withholding of shares of Restricted Stock; or (iii) irrevocably authorizing a third party to sell shares of Restricted Stock (or a sufficient portion of the shares) in which the Restricted Stockholder has become vested and remit to the Company a sufficient portion of the sale proceeds to pay the Company's Tax Withholding Liability. To the extent Restricted Stock is withheld for tax withholding purposes, the applicable percentage of tax withholding liability shall be the percentage equal to the employer's minimum statutory withholding rate (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to the taxable income realized upon vesting in the Restricted Stock). To the extent that Restricted Stock is withheld pursuant to subparagraphs (i) or (ii) above, the Fair Market Value of surrendered Stock or withheld Restricted Stock must be equal to the corresponding portion of such tax withholding liability, as the case may be, to be paid for therewith. g. Other Provisions. The Restricted Stock Agreement may contain such other terms, provisions and conditions, including such special forfeiture conditions, rights of repurchase, covenants not to compete, rights of first refusal and other restrictions on Transfer of Restricted Stock issued hereunder, not inconsistent with this Plan, as may be determined by the Committee in its sole discretion.

9. Right of First Refusal ----- If any shares of Stock issued under the Plan are not readily tradable on an established market on the date an owner intends to sell such shares, such owner shall first offer such shares to the Company for purchase and the Company shall have 30 days to exercise its right to purchase such shares. The owner shall give written notice to the Company stating that he has a bona fide offer for the purchase of such shares, stating the number of shares to be sold, the name and address of the person(s) offering to purchase the shares and the purchase price and terms of payment of such sale. The owner shall be entitled to receive the same purchase price offered by such person(s) offering to purchase such shares. Payment may be in a lump sum or, if the lump sum exceeds \$100,000, in substantially equal amounts or more frequent installments over a period not exceeding 5 years in the discretion of the Committee. If a method of deferred payment is selected, the unpaid balance shall earn interest at a rate that is substantially equal to the rate at which the Company could borrow the amount due and shall be secured by a pledge of the shares purchased or such other adequate security as agreed to by the Company and the owner. For 41. purposes of this Paragraph, shares shall be considered not readily tradable on an established market if such shares are not publicly tradable or because such shares are subject to a trading limitation under any Federal or state securities law or regulation that would make such shares less freely tradable than stock not so restricted. For purposes of this Paragraph, an owner shall include any person who acquires shares from any other person and for any reason; including, but not limited to, by gift, death or sale.

10. Adjustments Upon Changes in Stock. In the event of any change in the outstanding Stock of the Company as a result of a merger, reorganization, stock split, reverse stock split, stock dividend, recapitalization, combination or reclassification, appropriate proportionate adjustments will be made: a. in the aggregate number of shares of Option Stock and Restricted Stock in the Stock Pool; b. in the Option Price and the number of shares of Option Stock that may be purchased pursuant to an outstanding Option granted hereunder; c. in the number of shares subject to a Restricted Stock Award; d. in the exercise price of any rights of repurchase or of first refusal under this Plan; and e. with respect to other rights and matters determined on a per share basis under this Plan or any associated Option Agreement or Restricted Stock Agreement. Any such adjustments will be made only by the Committee, and when so made will be effective, conclusive and binding for all purposes with respect to this Plan and all Options and Restricted Stock awards then outstanding. No such adjustments will be required by reason of the issuance or sale by the Company for cash or other consideration of additional shares of its Stock or securities convertible into or exchangeable for shares of its Stock.

11. Modification, Extension and Renewal

of Options and Restricted Stock. Subject to the terms and conditions and within the limitations of this Plan, the Committee may modify, extend or renew outstanding Options or Restricted Stock granted under this Plan, but in no event may the Committee change the Option Price as stated in the Option Agreement, if expressed as a fixed dollar amount, or the manner in which the Option Price is to be calculated as stated in the Option Agreement, if expressed as a percentage of Fair Market Value at the time of the grant or otherwise. Notwithstanding the foregoing, no modification of any Option or Restricted Stock award will, without the consent of the holder of the Option or Restricted Stock, alter or impair any rights or obligations under any Option or Restricted Stock award previously granted under this Plan.

12. Amendment and Discontinuance. No Option or Restricted Stock award shall be granted under this Plan after December 19, 2012, which is the 10th anniversary of the the date on which this Plan, prior to its amendment and restatement, was approved by the Company's Board of Directors. The Committee may amend, and the Board may suspend or discontinue, this Plan at any time, provided that: a. No such action may, without the approval of the shareholders of the Company, increase the maximum total number of shares of Option Stock or Restricted Stock that may be granted to an individual over the term of this Plan, or materially increase (other than by reason of an adjustment pursuant to Section 10 hereof) the aggregate number of shares of Option Stock and Restricted Stock in the Stock Pool that may be granted pursuant to this Plan; b. No action of the Committee will cause ISOs granted under this Plan not to comply with Section 422 of the Code unless the Committee specifically declares such action to be made for that purpose; c. No action of the Committee shall alter or impair any Option or Restricted Stock previously granted under this Plan without the consent of such affected Participant.

13. Plan Binding upon Successors. This Plan shall be binding upon and inure to the benefit of the Company, its Subsidiaries, and their respective successors and assigns, and Eligible Persons and their respective assigns, personal representatives, heirs, legatees and beneficiaries.

14. Compliance with Rule 16b-3. With respect to persons subject to Section 16 of the 1934 Act, transactions under this Plan are intended to be exempt from short-swing profit liability. To the extent that any transaction made pursuant to the Plan may give rise to short-swing profit liability, the Committee may deem such transaction to be null and void, to the extent permitted by law and deemed advisable by the Committee.

15. Notices. Every direction, revocation or notice authorized or required by the Plan shall be deemed delivered to the Company: a. On the date it is personally delivered to the Secretary of the Company at its principal executive offices; or b. Three business days after it is sent by registered or certified mail; postage prepaid, addressed to the Secretary at such offices. and to a Participant: c. On the date it is personally delivered to him or her; or d. Three business days after it is sent by registered or certified mail, postage prepaid, addressed to him or her at the last address shown for him or her on the records of the Company.

16. Governing Law. This Plan will be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws provisions.

17. Copies of Plan. A copy of this Plan will be delivered to each Participant at or before the time he or she executes an Option Agreement. * * * Date Plan Adopted by Board of Directors: Date Plan Approved by Shareholders:

43. [GRAPHIC OMITTED] Centru Financial Corporation Using a black ink pen, mark your votes with an X as shown in this example. Please do not write outside the designated areas.

[X] =====
 Annual Meeting Proxy Card

=====

PLEASE FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ----- A Proposals -- The Board of Directors recommends a vote FOR all the nominees listed and FOR Proposal 2. 1. Election of Directors: For Withhold For Withhold 01 - Thomas A. Daiber [] [] 02 - Dennis J. McDonnell [] [] 03 - Mark L. Smith [] [] 04 - Scott C. Sullivan [] [] For Against Abstain 2. Approve the Amended and Restated 2003 Stock [] [] [] Option Plan B Non-Voting Items Change of Address -- Please print new address below.

----- C Authorized Signatures -- This section must be completed for your vote to be counted. -- Date and Sign Below Please sign exactly as name(s) appears hereon. Joint owners should each sign. When signing as attorney, executor, administrator, corporate officer, trustee, guardian, or custodian, please give full title. Date (mm/dd/yyyy) -- Please print date below. Signature 1 -- Please keep signature within the box. ----- ||| ||| ||| ||| ||| |||

----- Signature 2 -- Please keep signature within the box. ----- ||| ||| -----

PLEASE FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ----- [GRAPHIC OMITTED] Centrue Financial Corporation ----- Proxy -- Centrue Financial Corporation ----- Notice of 2007 Annual Meeting of Stockholders Oak Brook Regency Tower 1515 West 22nd Street (West Tower) 1st Floor, Oak Brook, Illinois Tuesday, April 24, 2007 at 10:00 a.m. local time Richard J. Berry and Randall E. Ganim, or any of them, each with the power of substitution, are hereby authorized to represent and vote the shares of the undersigned, with all the powers which the undersigned would possess if personally present, at the Annual Meeting of Stockholders of Centrue Financial Corporation to be held on Tuesday, April 24, 2007 or at any postponement or adjournment thereof. Shares represented by this proxy will be voted by the stockholder. If no such directions are indicated, the Proxies will have authority to vote FOR Thomas A. Daiber, FOR Dennis J. McDonnell, FOR Mark L. Smith, FOR Scott C. Sullivan, and FOR item 2 Approve the Amended and Restated 2003 Stock Option Plan. In their discretion, the Proxies are authorized to vote upon such other business as may properly come before the meeting. (Items to be voted appear on reverse side.)