SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made by, between, and among the following undersigned parties:

The Federal Deposit Insurance Corporation as Receiver for Riverview Bank, Otsego, Minnesota ("FDIC-R"), and Michelle Anderson, Kenneth J. Beaudry, Melvin J. Beaudry, David J. Bishop, Dennis J. Doyle, Mary L. Farr, Keith A. Franklin, Daniel K. Haugen, Larry D. Ihle, Mark E. Jansen, Mark Kuhne, Mary Kiffmeyer, Gregory P. LeBlanc, Robert L. Fields, Duane E. Kropuenske, Jack T. Mowry, Craig Scherber, Larry P. Skogquist , Jeff Knollenberg, John Finnegan, and William Endres (collectively the "Settling Individuals")(individually, the FDIC-R and the Settling Individuals may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

1. Prior to October 23, 2009, Riverview Community Bank, Otsego, Minnesota ("Bank") was a depository institution organized and existing under the laws of Minnesota;

2. On October 23, 2009, the Minnesota Department of Commerce closed the Bank and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

3. Among the assets to which the FDIC-R succeeded were all of the Bank's claims, demands, and causes of action against its former directors, officers, and employees arising from the performance, nonperformance, and manner of performance of their respective functions, duties and acts as directors, officers, and employees of the Bank;

4. By letters dated April 25, 2011 and April 9, 2012 (the "Demand Letters") the FDIC-R has asserted claims and made demands against certain of the Settling Individuals, and alleges that each of them served at various times as a director and/or officer of the Bank (the allegations, claims, and demands asserted by the FDIC in the Demand Letters are referred to

herein as the "FDIC Claims"). By letter dated April 20, 2012 from counsel for the Settling Individuals named in the Demand Letters, (the "Denial Letter"), those Settling Individuals disputed and denied the FDIC Claims and denied liability and wrongdoing in connection therewith. Each of the Settling Individuals denies liability to the FDIC and denies any wrongdoing, negligence, gross negligence, malfeasance, misfeasance, breach of duty, or any other misconduct including, without limitation, the FDIC Claims.

5. The FDIC-R and the Settling Individuals entered into certain Tolling Agreements, as described and defined in and including that certain Fourth Extension of Termination Date Under Amended and Restated Tolling Agreement dated as of March 7, 2014 to toll the running of statutes of limitations in connection with any claims or causes of action the FDIC-R may have against the Settling Individuals (the "Tolling Agreements").

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

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

SECTION I: Payment to FDIC-R

INCORPORATION OF RECITALS: The Parties hereto acknowledge and agree that the Recitals above are integral to this Agreement and are incorporated herein.

A. As an essential covenant and condition to this Agreement, on or before thirty (30) calendar days following the date the FDIC-R executes this Agreement, a payment in the amount of $1,650,000 shall be made to FDIC-R by or on behalf of the Settling Individuals ("the Settlement Payment").

B. The Settlement Payment shall be delivered to the FDIC-R by direct wire transfer into an account designated by FDIC-R by notice to the attorneys for the Settling Individuals. In the event that the Settlement Payment is not delivered to the FDIC-R (or its counsel) by on or before thirty (30) calendar days following the date the FDIC-R executes this Agreement or its provision of wire transfer instructions (whichever is latest), interest shall accrue on all unpaid amounts at the rate of 5% per annum from the day that the FDIC-R executes this Agreement until the date of payment.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by subsection A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest) to:

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

2. Enforce this Agreement, in which event the Settling Individuals and agree to jurisdiction in United States District Court in Minnesota and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement and institute an action on the FDIC-R's claims. The Settling Individuals further agree to waive any defense based on any statute of limitations that was tolled pursuant to the Tolling Agreements; and waive all objections, defenses, claims or counterclaims, that did not exist or were otherwise unavailable as of the date this Agreement was fully executed, and covenant and agree not to assert any objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or

4. Seek any other relief available to it in law or equity.

Any extension of time under Section I.C.1 for delivery of the Settlement Payment or acceptance of a portion of the Settlement Payment shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.2 through I.C.4 if the Settlement Payment (including all accrued interest) in full is not made before expiration of any such extension.

SECTION II: Releases

A. <u>The FDIC-R's Releases.</u>

Upon receipt of the Settlement Payment in full and except as provided in Section II.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges the Settling

Individuals and their respective heirs, executors, trustees, administrators, representatives, insurers, attorneys, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or in any way relate to the FDIC Claims, and/or the performance, nonperformance, or manner of performance of the Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank

B. The Settling Individuals' Release of FDIC-R.

Effective simultaneously with the release granted in Section II.A. above, the Settling Individuals, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, insurers, attorneys, successors, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the FDIC Claims, and/or the performance, nonperformance, or manner of performance of the Settling Individuals' respective functions, duties and actions as officers and/or directors of the Bank.

C. Settling Individuals' Release of Each Other

Effective immediately upon the receipt by the FDIC-R of the Settlement Payment, the Settling Individuals and their respective heirs, executors, administrators, representatives, successors and assigns, hereby release and discharge each other and one another from any and all claims, demands, obligation, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the FDIC Claims, and/or the performance, non-performance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

D. Exceptions from Releases by FDIC-R.

1. Notwithstanding any other provision of this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if this Agreement had not

been executed, any claims or causes of action:

a. Against the Settling Individuals or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

b. Against any person or entity not expressly released by the FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its non-receivership supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its non-receivership supervisory or regulatory authority against any person. For purposes of clarity, this Agreement releases all claims and causes of action the Federal Deposit Insurance Corporation has in its capacity as receiver of the Bank against the Settling Individuals.

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, or any other department or agency of the United States as defined by 18 U.S.C. § 6. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. §3663 et. seq., if appropriate.

SECTION III: Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that Settling Individuals are or were shareholders of the Bank and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in connection with the Bank, its conservatorship, or receivership, Settling Individuals hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or proceeds.

SECTION IV: Representations and Acknowledgements

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

SECTION V: Reasonable Cooperation

A. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to perform the terms of this Agreement.

B. Subject to all applicable privileges, immunities, and protections enjoyed by the Settling Individuals, including without limitation the attorney client privilege, work product protection, and the privileges afforded by the Constitution of the United States of America, none of which are waived by the Settling Individuals, the Settling Individuals agree to cooperate fully with the FDIC-R in connection with any action required under this Agreement. Such cooperation shall consist of:

1. Except for the information previously demanded by way of the subpoenas served on certain of the Settling Individuals, producing all documents requested by the FDIC-R, without the necessity of subpoena, as determined by the FDIC-R, in its sole discretion, to be relevant to the Bank;

2. Appearing as requested by the FDIC-R at reasonable times and places for interviews regarding facts, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank;

3. Testifying as requested by the FDIC-R, without the necessity of a subpoena, in any matter relevant to the Bank, as determined by the FDIC-R;

4. Signing truthful affidavits, regarding any matter relevant to the Bank, as determined by the FDIC-R in its sole discretion.

SECTION VI: Other Matters

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Parties subscribed thereto upon the execution by all Parties to this Agreement.

C. Choice of Law and Venue. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Minnesota. Any action or proceeding to enforce this agreement or for a breach hereof shall be brought only in the United States District Court for the District of Minnesota and the parties agree that Minnesota is the only appropriate venue for any such action or proceeding.

D. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R:	Scott S. Payzant Leonard, O'Brien, Spencer, Gale & Sayre LTD. 100 South Fifth Street, Suite 2500 Minneapolis, MN 55402.
If to the Settling Individuals:	Jeff Ansel Winthrop & Weinstine Capella Tower, Suite 3500 225 South Sixth Street Minneapolis, MN 55402-4629
	Teresa Kimker Nilan, Johnson, Lewis Canadian Pacific Plaza 120 South Sixth Street, Suite 400 Minneapolis, Minnesota 55402
	Barbara Ross Best & Flannagan 225 South Sixth Street, Suite 4000 Minneapolis, Minnesota 55402
	Scott Manthei Koepke Buelow 2900 Washington Avenue North, Minneapolis, MN 55411

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed

by the Parties bound thereby, or by their respective authorized attorney(s), or other representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR RIVERVIEW COMMUNITY BANK, OTSEGO, MN

(b)(6)

Date: 5/9/2014 BY: [redacted]

TITLE: COUNSEL

PRINT NAME: JOHN C. LETTERI

Date: ______________

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Michelle Anderson

Date: ______________

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Kenneth J. Beaudry

Date: ______________

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Melvin J. Beaudry

Date: ______________

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Date: _____ BY: ______________________

TITLE: ______________________

PRINT NAME: ______________________

(b)(6) [redacted]

Date: 5-6-14

Michelle Anderson

Date: ____________ ______________________

Kenneth J. Beaudry

Date: ____________ ______________________

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Duane E. Kropuenske

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Date: May 5, 2014 [redacted]
Jack T. Mowry

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Craig Scherber

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John Finnegan

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Date: 5-8-14 ______________________________
William Endres