

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made effective as of June 25, 2013, by, between, and among the following undersigned parties:

Federal Deposit Insurance Corporation, as Receiver for Horizon Bank ("FDIC-R"), Robert C. Diehl, V. Lawrence Evans, Gary E. Goodman, Richard R. Haggren, Steve L. Hockstra, Richard P. Jacobson, Frank Jeretzky, Dennis C. Joines, Fred R. Miller, James A. Strengholt and Robert C. Tauscher (collectively, the "Settling D&Os"), and Federal Insurance Company ("Chubb") and Valiant Specialty Insurance Company ("Valiant") (collectively the "Insurance Companies") (individually, the FDIC-R, the Settling D&Os and the Insurance Companies may be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

1. Prior to January 8, 2010, Horizon Bank ("the Bank") was a depository institution organized and existing under the laws of the State of Washington;
2. On January 8, 2010, the Bank was closed by the Washington State Department of Financial Institutions 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 any and all of the Bank's claims, demands, and causes of action against its former directors and officers arising from the

performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank;

4. The FDIC-R has asserted certain claims against the Settling D&Os, each of whom had served at various times as a director and/or officer of the Bank. The Settling D&Os have denied and continue to deny liability for the FDIC-R's claims. No lawsuit has been filed by the FDIC-R against the Settling D&Os.

5. Chubb issued directors and officers liability policy number [redacted] (the "(b)(4) "Chubb Policy") which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Chubb Policy, for the initial policy period October 1, 2006 through October 1, 2009. An Extended Reporting Period was exercised through October 1, 2010. Valiant issued directors and officers liability policy number [redacted] (the "(b)(4) "Valiant Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Valiant Policy, for the policy period October 1, 2009 through October 1, 2010. (The Chubb Policy and the Valiant Policy are collectively referred to hereinafter as the "Policies".) The Settling D&Os made claims under the Policies for coverage of the claims asserted against them by the FDIC-R. The Insurance Companies have reserved their rights to deny coverage under the Policies for the claims asserted by the FDIC-R against the Settling D&Os. Valiant has filed a declaratory judgment action seeking a declaration of its rights and responsibilities under the Valiant Policy.

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

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

SECTION I. Payments

As an essential covenant and condition to this Agreement, (1) within ten (10) business days after the effective date of this Agreement ("Payment Date"), Chubb shall pay the FDIC-R all insurance proceeds currently remaining under the Chubb Policy, less unpaid legal fees, costs and expenses, and less prepaid additional legal fees, costs and expenses to be incurred in connection with this settlement ("Remaining Insurance Proceeds") and (2) within thirty (30) days after the effective date of this Agreement, Valiant shall pay to Chubb \$300,000.00 ("Valiant Payment") (the Remaining Insurance Proceeds and the Valiant Payment collectively the "Settlement Funds"). As of March 31, 2013, the Remaining Insurance Proceeds were estimated to be approximately \$9.1 million.

A. The Remaining Insurance Proceeds shall be delivered to the FDIC-R by Chubb by check to Barbara Arnold, Federal Deposit Insurance Corporation, 3501 Fairfax Drive, Arlington, VA 22226, and the Valiant Payment shall be delivered by Valiant by check payable to Federal Insurance Company to the Chubb address set forth in Section V.

B. In the event that the full Remaining Insurance Proceeds are not received by FDIC-R on or before the Payment Date, the FDIC-R, in its sole discretion, shall have i) the right at any time prior to receipt of all the Remaining Insurance Proceeds to declare this Agreement null and void, ii) the right to extend this Agreement for any period of time until it receives those Remaining Insurance Proceeds, and/or iii) the right to enforce this Agreement against the Party or Parties failing to deliver the Remaining Insurance Proceeds, in which event the non-delivering

Party or Parties agree to jurisdiction in Federal District Court in the Western District of Washington. Any decision by the FDIC-R to extend the terms of this Agreement shall not prejudice its rights to declare this Agreement null and void at any time prior to receipt of the Remaining Insurance Proceeds or to enforce the terms of this Agreement. In the event the FDIC-R declares this Agreement null and void, the Settling D&Os agree to waive any statute of limitations, laches or similar defenses to the FDIC-R's claims against them. Should the FDIC-R declare this Agreement null and void it will be in all respects and Chubb will return the Valiant Payment to Valiant if that payment has been received.

SECTION II. Releases

A. FDIC-R's Release. Effective upon the payment of the Settlement Funds pursuant to Section I, and except as provided in Paragraph II.H below and except for claims for breach of this Agreement, the FDIC-R, solely in its capacity as receiver of the Bank and not in its corporate capacity, for itself and its successors and assigns, hereby releases and discharges the Settling D&Os, and all former directors, officers, and employees of the Bank (collectively "Covered Persons"), and their respective heirs, legatees, beneficiaries, executors, administrators, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, belonging to the FDIC-R, that arise from or relate to the performance, nonperformance, or manner of performance of the Settling D&Os' and all other Covered Persons' respective functions, duties, actions and omissions as officers, directors and/or employees of the Bank or its affiliates, including alleged dishonest or fraudulent acts, negligence, gross negligence, or breach of fiduciary duty, or that arise from or relate to the Policies. Claims

released herein by the FDIC-R are referred to as "FDIC Claims." This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

B. Settling D&Os' Release. Upon the release granted in Paragraph II.A. above becoming effective, and except for claims for breach of this Agreement, the Settling D&Os, on behalf of themselves individually and their respective heirs, legatees, beneficiaries, executors, administrators, agents, attorneys, representatives, successors and assigns, hereby release and discharge the FDIC-R and its employees, officers, directors, agents, representatives, attorneys, administrators, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the Bank or its affiliates or to the performance, nonperformance, or manner of performance of the Settling D&Os' respective functions, duties and actions as officers, directors and/or employees of the Bank or its affiliates or that arise from or relate to the Policies; except with respect to any claims which are not released pursuant to Paragraph II.H. The Settling D&Os expressly reserve all defenses, rights and claims they have as to the FDIC-R with respect to any claims which are not released pursuant to Paragraph II.H.

C. Release of Settling D&Os by Each Other.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, and except for claims for breach of this Agreement, Settling D&Os and their respective heirs, legatees, beneficiaries, executors, administrators, agents, attorneys, representatives, successors and assigns, hereby release and discharge each other, and/or any person who may be considered an "insured" as defined by the Policies, from any and all claims, demands, contracts, obligations, actions and causes of action, direct or indirect, in law or in equity, known or unknown, that arise

from or relate to the performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers, directors and/or employees of the Bank or its affiliates.

D. Release of Insurance Companies by FDIC-R.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, and except for claims for breach of this Agreement, the FDIC-R, for itself and its successors and assigns, hereby releases and discharges each of the Insurance Companies, their parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the Policies. The FDIC-R agrees that any interest it may have under the Policies shall be extinguished upon the payment of the Settlement Funds as provided in Section I.

E. Release of Insurance Companies by the Settling D&Os.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, and except for claims for breach of this Agreement, the Settling D&Os, and/or any person who may be considered an "insured" as defined by the Policies, on behalf of themselves individually and their respective heirs, legatees, beneficiaries, executors, administrators, attorneys, agents, representatives, successors and assigns, hereby release and discharge the Insurance Companies, their parents, subsidiaries and affiliates, and their respective employees, officers, directors, attorneys, agents, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to FDIC Claims and the Policies.

F. Release of FDIC-R by Insurance Companies.

Upon the releases granted in Paragraph II.D above becoming effective, and except for claims for breach of this Agreement, each of the Insurance Companies, for itself and its successors and assigns, and on behalf of its parents, subsidiaries and affiliates, and their successors and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, agents, attorneys, representatives, successors and assigns, from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to FDIC Claims or the Policies.

G. Release of the Settling D&Os by Insurance Companies.

Upon the releases granted in Paragraph II.E above becoming effective, and except for claims for breach of this Agreement, the Insurance Companies, for themselves and their successors and assigns, and on behalf of their parents, subsidiaries and affiliates, and their successors and assigns, hereby release and discharge each of the Settling D&Os and their respective heirs, legatees, beneficiaries, executors, administrators, agents, representatives, attorneys, successors and assigns from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to the FDIC Claims and the Policies, including, without limitation, any claims for payment or reimbursement, recoupment or subrogation rights with respect to the FDIC Claims, including, but not limited to, any and all attorneys' fees and other defense costs paid by the Insurance Companies.

H. Exceptions from Releases.

I. 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 D&Os or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to the FDIC-R, the Bank, other financial institutions, or any other person or entity ("Excluded Obligations"), including without limitation any claims acquired by the FDIC-R as successor in interest to the Bank or any person or entity other than the Bank with respect to such Excluded Obligations, and

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

c. which are not expressly released in Paragraph II.A.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and/or authority of the Federal Deposit Insurance Corporation ("FDIC") in the exercise of its supervisory and/or regulatory capacities, or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through the Department of Justice, the United States Attorney's Office, or any other federal agency. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, et. seq., if appropriate.

I. Release Between Chubb and Valiant.

Upon the releases granted above becoming effective, and except for claims for breach of this Agreement, Chubb, for itself and its successors and assigns, and on behalf of its parents, subsidiaries and affiliates, and their successors and assigns, and Valiant, for itself and its

successors and assigns, and on behalf of its parents, subsidiaries and affiliates, and their successors and assigns, hereby release each other and each other's employees, officers, directors, attorneys, agents, representatives, successors and assigns from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, known or unknown, that arise from or relate to FDIC Claims or the Policies and the payment obligations arising from this Agreement. The releases between Chubb and Valiant are not intended to affect any rights either may have under any reinsurance contracts.

J. Dismissal of Valiant's Declaratory Judgment Action.

Upon the releases granted in Paragraphs II.A and II.B above becoming effective, Valiant shall dismiss its declaratory judgment lawsuit in the U.S. District Court for the Western District of Washington (Seattle), Valiant Specialty Insurance Company v. Diehl, et. al., Case No. 2:12-cv-00745-RSM, with prejudice and without costs to any party, but this paragraph does not prohibit Valiant or any other party hereto from seeking declaratory or other relief as to any claims not released by this Agreement.

K. Release and Waiver of Rights Under Cal. Civ. Code Section 1542.

The FDIC-R and the Insurance Companies agree that the releases provided between FDIC-R and the Insurance Companies in Paragraphs D and F of this Section III include and encompass a release and waiver of any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and/or any other federal statute or common law principle of similar effect. In connection with this waiver, the FDIC-R and the Insurance Companies hereby acknowledge that they are aware that they may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist with respect to the subject matter of this Agreement.

The FDIC-R and the Insurance Companies acknowledge that they have been advised by legal counsel and are familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor.”

SECTION III. Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that the Settling D&Os are or were creditors or shareholders of the Bank or Horizon Financial, 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 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 FHLBB, OTS, RTC, FDIC, the FSLIC Resolution Fund or the United States government in connection with the Bank or its receivership, they 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 such proceeds.

SECTION IV. Termination.

In the event the FDIC-R exercises its right to terminate this Agreement pursuant to Section I.B, then, for the purposes of any statute of limitations or other time-based defense to any of the claims of the FDIC-R, the Parties to this Agreement hereby agree that the statute of limitations shall be deemed to be extended to 12:59 p.m. on the 30th day after the FDIC-R terminated this Agreement.

SECTION V. Notices.

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

If to the FDIC R:

Steven E. Smith
Counsel
FDIC, Legal Division
Professional Liability and Financial Crimes Section
1601 Bryan Street, #35020
Dallas, TX 75201

(b)(6) [Redacted]

with a copy to:

Antony S. Burt
Schiff Hardin LLP
233 South Wacker Drive
Suite 6600
Chicago, IL 60606

(b)(6) [Redacted]

If to Settling D&Os:

Thomas A. Sterken
Law Offices of Keller Rohrback L.L.P.
1201 Third Avenue, Suite 3200
Seattle, Washington 98101-3052

(b)(6) [Redacted]

Counsel for Settling D&Os Diehl, Evans, Goodman, Haggen, Hoekstra, Jacobson, Jeretzky, Joines, Strengholt and Tauscher

Colonel F. Betz
Youngquist & Betz
904 South Third Street
Mt. Vernon, WA 98273 4324

(b)(6) [Redacted]

Counsel for Settling D&O Miller

If to Chubb:

James Carson or Claims Manager
Chubb & Son
555 S. Flower Street, 4th Floor

Los Angeles, CA 90071

If to Valiant:

General Counsel
RiverStone Claims Management LLC
250 Commercial Street, Suite 5000
Manchester, NH 03101

with a copy to:

David M. Schoeggl
Mills Meyers Swartling
1000 Second Avenue, 30th Floor
Seattle, WA 98104

SECTION VI. Representations and Acknowledgements

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that this Agreement and all negotiations, discussions and proceedings in connection with this settlement shall not be deemed or constitute an admission by the Settling D&Os of fault, liability or wrongdoing as to any facts or claims and shall not be offered or received in evidence or otherwise used by any person in any other action or proceeding for any purpose, except in connection with a proceeding to enforce this Agreement. There has been no adjudication by any court pursuant to which the Settling D&Os have been determined to have caused a loss to the Bank. The Settling D&Os deny any fault, liability or wrongdoing as to any facts or claims alleged or asserted by FDIC-R in the FDIC Claims and in any other action or proceeding. Payment by the Insurance Companies shall not be an admission of coverage.

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

Agreement. Signed signature pages may be delivered by facsimile, e-mail or .pdf transmission, which will constitute complete delivery without the necessity of delivery of original signed signature pages.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a Party 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, legatees, beneficiaries, administrators, affiliates, representatives, successors, and assigns.

D. Choice of Law/Forum. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Washington, without regard to conflicts of law rules. Any legal action brought to enforce this Agreement shall be brought in the United States District Court for the Western District of Washington, unless that Court lacks jurisdiction, in which event, or upon a final order determining a lack of jurisdiction, the Parties agree to jurisdiction in the Washington State Superior Court, King County.

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. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by another written instrument signed by the Party or Parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Specific Representations, Warranties, and Disclaimer. Each Settling D&O has submitted to the FDIC-R a signed and notarized Financial Disclosure Form (FDIC Form

7600/01). The Settling D&Os represent that there have been no material changes since the submission of the signed and notarized Financial Disclosure Form, other than as disclosed in writing to the FDIC-R before the effective date of this Agreement. The Parties expressly acknowledge that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the Financial Disclosure Form and other financial information submitted by each Settling D&O to the FDIC-R.

If one or more of the Settling D&Os failed to disclose in their Financial Disclosure Form any material interest, legal, equitable, or beneficial, in any asset (each such Settling D&O a "Non-Disclosing Settling D&O"), then each such Non-Disclosing Settling D&O agrees to cooperate fully with the FDIC-R to transfer his entire interest in each such asset to the FDIC-R and to sign any and all documents necessary to transfer his interest in the asset to the FDIC-R. In addition, the FDIC-R, in its sole discretion, may exercise one or more or all of the following remedies as to each Non-Disclosing Settling D&O: (a) the FDIC-R may declare the releases granted to the Non-Disclosing Settling D&Os to be null and void; (b) the FDIC-R may retain the Remaining Insurance Proceeds; and/or (c) the FDIC-R may sue the Non-Disclosing Settling D&O for damages, an injunction, and specific performance for the breach of this Agreement. The Settling D&Os agree that each Non-Disclosing Settling D&O consents to the FDIC-R filing suit asserting any of the claims that the FDIC-R has against him, agree that any release of such claims in this Agreement shall be null and void as to such a suit, and agree to waive any statute of limitations, laches or similar defenses to the FDIC-R's claims in such a suit. A Non-Disclosing Settling D&O shall not be entitled to offset against any claim of the FDIC-R in such a suit any portion of the Remaining Insurance Proceeds paid to the FDIC-R.

Notwithstanding the FDIC-R's right to exercise the remedies set forth in this Section, the releases provided by FDIC-R and the other Settling D&Os to each other, the releases provided by FDIC-R and the Settling D&Os (including, without limitation, any Non-Disclosing Settling D&O) to the Insurance Companies, and the Insurance Companies' releases of FDIC-R and the Settling D&Os (including, without limitation, any Non-Disclosing Settling D&O) shall remain valid and in effect.

G. Reasonable Cooperation. The undersigned Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement.

H. 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, her, or its counsel.

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

J. Authorship/Construction. This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any Party by reason of which Party drafted it.

K. Agreement Not Confidential. Pursuant to 12 U.S.C. § 1821(s), this Agreement cannot be and shall not be deemed to be confidential.

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 Horizon Bank

(b)(6)

By:
Name: Steven Smith
Title: Counsel
Dated: June 25, 2013

ROBERT C. DIEHL, an Individual

(b)(6)

Dated: 5/22/13

V. LAWRENCE EVANS, an Individual

Dated: _____

GARY E. GOODMAN, an Individual

Dated: _____

RICHARD R. HAGGEN, an Individual

Dated: _____

STEVE L. HOEKSTRA, an Individual

Dated: _____

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 Horizon Bank

By: _____
Name: _____
Title: _____
Dated: _____

ROBERT C. DIEHL, an Individual

Dated: _____

V. LAWRENCE EVANS, an Individual

(b)(6)

Dated: _____

GARY E. GOODMAN, an Individual

Dated: _____

RICHARD R. HAGGEN, an Individual

Dated: _____

STEVE L. HOEKSTRA, an Individual

Dated: _____

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 Horizon Bank

By: _____

Name:

Title:

Dated: _____

ROBERT C. DIEHL, an Individual

Dated: _____

V. LAWRENCE EVANS, an Individual

Dated: _____

GARY E. GOODMAN, an Individual

(b)(6) [Redacted Signature]

Dated: 5/27/2013

RICHARD R. HAGGEN, an Individual

Dated: _____

STEVE L. HOEKSTRA, an Individual

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 Horizon Bank

By: _____
Name: _____
Title: _____
Dated: _____

ROBERT C. DIEHL, an Individual

Dated: _____

V. LAWRENCE EVANS, an Individual

Dated: _____

GARY E. GOODMAN, an Individual

Dated: _____

RICHARD R. HAGGEN, an Individual

(b)(6)
Dated: May 31, 2013

STEVE L. HOEKSTRA, an Individual

Dated: _____

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 Horizon Bank

By: _____

Name:

Title:

Dated: _____

ROBERT C. DIEHL, an Individual

Dated: _____

V. LAWRENCE EVANS, an Individual

Dated: _____

GARY E. GOODMAN, an Individual

Dated: _____

RICHARD R. HAGGEN, an Individual

Dated: _____

STEVE L. HOEKSTRA, an Individual

(b)(6)

RICHARD P. JACOBSON, an Individual

(b)(6)



Dated: 5-25-2013

FRANK JERETZKY, an Individual

Dated: _____

DENNIS C. JOINES, an Individual

Dated: _____

FRED R. MILLER, an Individual

Dated: _____

JAMES A. STRENGHOLT, an Individual

Dated: _____

ROBERT C. TAUSCHER, an Individual

Dated: _____

RICHARD P. JACOBSON, an Individual

Dated: _____

FRANK JERETZKY, an Individual

(b)(6)

Dated: 5 / 28 / 13

DENNIS C. JOINES, an Individual

Dated: _____

FRED R. MILLER, an Individual

Dated: _____

JAMES A. STRENGTHOLT, an Individual

Dated: _____

ROBERT C. TAUSCHER, an Individual

Dated: _____

RICHARD P. JACOBSON, an Individual

Dated: _____

FRANK JERETZKY, an Individual

Dated: _____

~~DENNIS~~ DENNIS C. JOINES, an Individual

(b)(6)

Dated: _____

FRED R. MILLER, an Individual

Dated: _____

JAMES A. STRENGTHOLT, an Individual

Dated: _____

ROBERT C. TAUSCHER, an Individual

Dated: _____

RICHARD P. JACOBSON, an Individual

Dated: _____

FRANK JERETZKY, an Individual

Dated: _____

DENNIS C. JOINES, an Individual

Dated: _____

FRED R. MILLER, an Individual

(b)(6)

Dated: 5/28/13

JAMES A. STRENGTHOLT, an Individual

Dated: _____

ROBERT C. TAUSCHER, an Individual

Dated: _____

RICHARD P. JACOBSON, an Individual

Dated: _____

FRANK JERETZKY, an Individual

Dated: _____

DENNIS C. JOINES, an Individual

Dated: _____

FRED R. MILLER, an Individual

Dated: _____

JAMES A. STRENGTHOLT, an Individual

(b)(6)

Dated: 5/25/13 / _____

ROBERT C. TAUSCHER, an Individual

Dated: _____

RICHARD P. JACOBSON, an Individual

Dated: _____

FRANK JERETZKY, an Individual

Dated: _____

DENNIS C. JOINES, an Individual

Dated: _____

FRED R. MILLER, an Individual

Dated: _____

JAMES A. STRENGTHOLT, an Individual

Dated: _____

ROBERT C. TAUSCHER, an Individual

(b)(6)

Dated: MAY 29, 2013

FEDERAL INSURANCE COMPANY

By: Chubb & Son, a division of Federal Insurance Company,
Manager

(b)(6)

[Redacted signature box]

By:

Name:

Title:

JAMES M. CARRON
VP

VALIANT SPECIALTY INSURANCE COMPANY

By: _____

Name:

Title:

Dated: _____

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FEDERAL INSURANCE COMPANY

By: Chubb & Son, a division of Federal Insurance Company,
Manager

By: _____
Name:
Title:

VALIANT SPECIALTY INSURANCE COMPANY

(b)(6)

By:
Name: *Chris Braun*
Title: *Authorized Representative*
Dated: *6/17/03*

CH21309987.1