

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: § CASE NO. 11-57191
§
IRWIN MORTGAGE CORPORATION, §
§
§ Chapter 11
§ Chief Judge Caldwell
§
Debtor and §
Debtor-in-Possession. §

DEBTOR’S SUBMISSION OF EXECUTED FFB SETTLEMENT AGREEMENT

Attached hereto is an executed copy of the Settlement Agreement and Release among First Financial Bank, N.A., the Debtor and Irwin Reinsurance Corporation, which was filed as Exhibit D to the First Amended Plan Of Liquidation Of Irwin Mortgage Corporation.

Respectfully submitted,

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*Counsel For The Debtor And Debtor-in-Possession,
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing *Debtor's Submission of Executed FFB Settlement Agreement* was served this 28th day of March, 2013 on the following parties via ECF. Additional service is to be made by KCC upon the attached Master Service List pursuant to the Court's case management order.

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EXECUTION VERSION

EXHIBIT D

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (this "*Agreement*"), dated as of March 7, 2013, is by and among FIRST FINANCIAL BANK, N.A., a national banking association ("*First Financial*"), IRWIN MORTGAGE CORPORATION, an Indiana corporation and debtor-in-possession ("*IMC*" or the "*Debtor*"), and IRWIN REINSURANCE CORPORATION, a Vermont corporation organized as a captive insurance company ("*IRC*"). First Financial, IMC and IRC are referred to herein collectively as the "*Parties*" and individually as a "*Party*".

RECITALS

A. IMC is a wholly-owned subsidiary of First Financial, having been acquired by First Financial pursuant to a Purchase and Assumption Agreement, dated September 18, 2009, among First Financial, the Federal Deposit Insurance Corporation and the Federal Deposit Insurance Corporation as Receiver ("*FDIC-R*") for Irwin Union Bank and Trust Company.

B. IRC is a wholly-owned subsidiary of IMC.

C. First Financial and IMC entered into a Loan Agreement and Pledge Agreement (Securities), each dated as of February 4, 2011 IMC, and certain related documents (the "*FFB Secured Facility*"). Pursuant to the FFB Secured Facility, among other things (i) First Financial could loan IMC up to \$3,025,000 to fund IMC's wind down, and (ii) as security for such loan, IMC pledged its right, title and interest in and to 100,000 shares of common stock of IRC, evidenced by Certificate No. 2 (the "*IRC Stock Certificate*"). First Financial hereby affirms that First Financial (i) had possession of the IRC Stock Certificate at all times during the FFB Secured Facility and thereafter, and (ii) does not have possession of any certificate for stock of IRC other than the IRC Stock Certificate. No amounts are due to First Financial under the FFB Secured Facility.

D. On July 8, 2011 (the "*Petition Date*"), IMC filed a voluntary petition in the United States Bankruptcy Court for the Southern District of Ohio (the "*Bankruptcy Court*"), thereby commencing a case under Chapter 11 of the United States Bankruptcy Code (the "*Bankruptcy Code*") styled In re: Irwin Mortgage Corporation, Case No. 11-57191 (the "*IMC Case*").

E. On October 28, 2011, First Financial filed a proof of claim in the IMC Case, which has been assigned claim number 16 in the claims register for the IMC Case (the "*First Financial Claim*"). IMC disputes certain aspects of the First Financial Claim.

F. First Financial also asserts entitlement to an administrative expense in the IMC Case by virtue of: (i) an Administrative Expense Request filed and docketed as number 256, (ii) a Proof of Claim that has been assigned claim number 220 in the claims register, and

(iii) a Re-Filed Motion for Allowance of an Administrative Request docketed as number 262 (collectively, the "*First Financial Administrative Claim*"). IMC disputes certain aspects of the First Financial Administrative Claim.

G. First Financial, IMC, IRC and certain other entities are members of a consolidated federal tax filing group (the "*Consolidated Group*") and are parties to a certain Tax Allocation Agreement (the "*Tax Allocation Agreement*") providing for, among other things, the allocation of tax losses of IMC and IRC. There currently are disputes between First Financial, on the one hand, and IMC and IRC, on the other hand, with respect to the Tax Allocation Agreement.

H. There currently are additional disputes, potential disputes or matters otherwise under discussion between First Financial and IMC with respect to, without limitation, the following:

(i) the ownership of Federal Home Loan Bank stock, whether or not reflected on the books and records of IMC at any time (the "*FHLB Stock*");

(ii) the ownership of a Lender Risk Account established and maintained by Federal Home Loan Bank of Indianapolis (the "*LRA*");

(iii) certain artwork in the possession of First Financial (the "*Artwork*");

(iv) the entitlement to indemnification from the FDIC-R with respect to certain expenses incurred by or on behalf of IMC;

(v) the continuation subsequent to the effectiveness of the Plan (defined below) of a Services Agreement, dated as of July 9, 2011, as previously amended (the "*Services Agreement*"), and as it may hereafter be amended, restated, or replaced, whereby First Financial has provided, and continues to provide, services to IMC and IRC; and

(vi) the custody of IMC's books and records (the "*IMC Records*") at such time as the Plan may be consummated.

I. IMC has filed in the IMC Case its First Amended Plan of Liquidation Proposed by Irwin Mortgage Corporation, which has been docketed as number 639-2 (as the same may hereafter be amended, modified, supplemented or otherwise revised, the "*Plan*"). IMC and First Financial have agreed to settle all claims and disputes between them, to be set forth in a comprehensive settlement agreement to be filed as Exhibit D to the Plan not later than 10 days (unless a later date is approved by the Bankruptcy Court) prior to the Confirmation Hearing (defined below) (and to be approved as part of the Plan). The Parties intend that this Agreement shall be such comprehensive settlement agreement, shall be filed in the IMC Case as such exhibit to the Plan, and shall be the "*FFB Settlement Agreement*" as defined in the Plan.

J. In accordance with the terms of the FFB Settlement (as defined in the Plan), on February 25, 2013, IMC filed a notice that IMC does not contest that there will be no Additional Post-Petition Tax Benefits (as defined below).

K. The Parties have concluded that it is in their respective best interests to resolve all disputes among them, and that it is desirable and beneficial to them that all such disputes be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the undersigned, as follows:

ARTICLE I DEFINITIONS

1.1 Recitals. The recitals set forth above are incorporated by reference and are explicitly made a part of this Agreement.

1.2 Definitions. In addition to the terms defined in the recitals set forth above, the following definitions shall apply to and constitute part of this Agreement:

“Affiliate” shall have the same meaning ascribed thereto in the Bankruptcy Code.

“Business Day” shall mean any day other than a Saturday, Sunday or “legal holiday” as defined in Federal Rule of Bankruptcy Procedure (the *“Bankruptcy Rules”*) 9006(a)(6).

“Causes of Action” means any and all claims, causes of action and enforceable rights, or assertable by a Person or on behalf of its creditors, its estate, or itself, whether brought in the Bankruptcy Court or any other forum, for recovery or avoidance, that has not been settled or resolved as of the Effective Date, of, among other things or remedies: (a) obligations, transfers of property or interests in property, offsets, debt forgiveness, cash, and other types or kinds of property or interests in property or the value thereof, recoverable or avoidable pursuant to Chapter 5 of the Bankruptcy Code or other sections of the Bankruptcy Code or any applicable law; (b) damages, whether general or statutory or punitive, or other relief, in any action or proceeding relating to or based upon – (i) indebtedness owing to a Person, (ii) fraud, negligence, gross negligence, willful injury or misconduct, acts or malice, or any other tort actions, (iii) breaches of contract, (iv) violations of federal or state securities laws, (v) violations of applicable corporate, limited liability company or partnership laws, (vi) breaches of fiduciary or agency duties, including, but not limited to, the duties of care and/or loyalty, (vii) recharacterization, (viii) illegal dividends, (ix) misrepresentations, (x) causes of action based on disregard of the corporate form or piercing the corporate veil, alter ego, or similar liability theories, (xi) corporate waste, (xii) corporate opportunity, (xiii) any theory of recovery against a lending institution not otherwise released by the Plan, including any action or any action causing harm to a Person, (xiv) equitable or legal subordination, (xv) indemnity rights, or (xvi) any other action listed in Bankruptcy Rule 7001, and (c) damages or other relief based upon any other claim of a Person to the extent not specifically compromised or released pursuant to the Plan.

“*Confirmation Hearing*” shall have the same meaning ascribed thereto in the Plan.

“*Confirmation Order*” shall have the same meaning ascribed thereto in the Plan.

“*Consummation Date*” shall have the same meaning ascribed thereto in the Plan.

“*Effective Date*” shall have the same meaning ascribed thereto in the Plan.

“*Final Order*” shall mean an order or judgment of the Bankruptcy Court with respect to the applicable subject matter (a) which has not been reversed, stayed, modified or amended and as to which (i) any right to appeal or seek other review has expired and no appeal or request for review is pending, or (b) as to which an appeal has been taken or request for review has been filed and (i) such appeal or request for review has been resolved by the highest court to which the order or judgment was appealed or for which review was sought or (ii) the time to appeal further or seek review has expired and no such further appeal or request for review is pending; *provided that* the non-expiration of the time to file a motion under Bankruptcy Rule 9024 shall not delay any order or judgment of the Bankruptcy Court from becoming a Final Order.

“*Insider*” shall have the same meaning ascribed thereto in the Bankruptcy Code.

“*Liquidating Trust*” shall have the same meaning ascribed thereto in the Plan.

“*Oversight Committee*” shall have the same meaning ascribed thereto in the Plan.

“*Person*” shall mean an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and any spouses, heirs, predecessors, successors, representatives or assignees of any of the foregoing.

“*Plan Trustee*” shall have the same meaning ascribed thereto in the Plan.

1.3 Other Terms. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. As used in this Agreement, any reference to any federal, state, local, or foreign law, including any applicable law, will be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “*include*”, “*includes*”, and “*including*” will be deemed to be followed by “*without limitation*”. Pronouns in masculine, feminine, or neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “*this Agreement*”, “*herein*”, “*hereof*”, “*hereby*”, “*hereunder*”, and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

1.4 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party hereto because of the authorship of any provision of this Agreement.

ARTICLE II SETTLEMENT TERMS

2.1 Tax Matters.

2.1.1 Pre-Petition Tax Benefits. The respective claims of IMC and IRC, under the Tax Allocation Agreement or otherwise, to recover from First Financial or any other member of the Consolidated Group (including First Financial Bancorp) sums representing the amount of tax benefits conferred by IMC or IRC on the Consolidated Group prior to the Petition Date shall be fully satisfied and resolved by the setoff by First Financial of such amount against the First Financial Claim.

2.1.2 Post-Petition Tax Benefits. The respective claims of IMC and IRC, under the Tax Allocation Agreement or otherwise, to recover from First Financial or any other member of the Consolidated Group (including First Financial Bancorp) sums representing the amount of tax benefits conferred by IMC or IRC on the Consolidated Group on or after the Petition Date ("*Post-Petition Tax Benefits*") shall be fully satisfied and resolved as follows:

(a) First Financial shall pay to IMC or the Liquidating Trust, in cash, no later than 10 Business Days after the Effective Date, the sum of \$270,000, plus First Financial shall pay to IRC, in cash, no later than 10 Business Days after the Effective Date, the sum of \$100,000, which payments represent one-half of the approximate amount of tax benefits that IMC and/or IRC claim to have conferred on the Consolidated Group on or after the Petition Date through December 31, 2012; and

(b) IMC and IRC do not contest that there are no Post-Petition Tax Benefits that could be realized by the Consolidated Group, in the form of a reduction in quarterly payment(s) and/or refund(s) by or to the Consolidated Group, as a result of events concerning IMC that occur from and after January 1, 2013 and on or before the Effective Date but in no event later than May 7, 2013 ("*Additional Post-Petition Tax Benefits*").

2.1.3 Cancellation of Indebtedness Income. To the extent that IMC may incur cancellation of indebtedness income resulting from the waiver or withdrawal of First Financial's claims or otherwise, those transactions shall be included or reflected in the applicable consolidated return(s) of the Consolidated Group and First Financial will take a simultaneous deduction for an uncollectible account receivable, such that such transactions will be offset with no tax effect on such consolidated return(s).

2.1.4 Other. Except as expressly provided otherwise in this Section 2.1, First Financial shall be responsible for all matters related to the Tax Allocation Agreement and the tax returns of the Consolidated Group arising through the Effective Date. The Plan shall provide

that IMC shall be deemed to have rejected the Tax Allocation Agreement as of the Effective Date. IMC shall no longer be a member of the Consolidated Group as of the Effective Date. IRC shall no longer be a member of the Consolidated Group as of the earlier of (a) the Effective Date, or (b) the closing of any sale by IMC of its stock ownership in IRC (such earlier date, the "*IRC Tax Separation Date*"). IRC shall have no further rights under the Tax Allocation Agreement as of the IRC Tax Separation Date. First Financial shall be responsible for any audit of the Consolidated Group by the Internal Revenue Service or equivalent state authority. IMC and the Liquidating Trust shall cooperate with First Financial in connection with any such audit.

2.2 FHLB Matters.

2.2.1 FHLB Stock. First Financial shall retain ownership of the FHLB Stock in its entirety, and IMC shall have no claim, right, title or interest therein or thereto.

2.2.2 LRA. First Financial shall retain ownership of the LRA in its entirety, and IMC shall have no claim, right, title or interest therein or thereto.

2.3 Artwork. No later than 10 Business Days after the Effective Date, IMC shall transfer to First Financial any and all of IMC's right, title and interest in and to the Artwork, in accordance with the Confirmation Order and evidenced by a bill of sale mutually acceptable to First Financial and IMC, in exchange for the payment, in cash, of the sum of \$25,000.

2.4 IRC Stock Certificate. Upon IMC's request and in no event later than 10 Business Days after the Effective Date, First Financial shall deliver to IMC or the Liquidation Trust the IRC Stock Certificate.

2.5 Services Agreement. As of the Effective Date, First Financial and the Liquidating Trust shall enter into an agreement to replace the Services Agreement (the "*New Services Agreement*"), or shall enter into an amendment to the Services Agreement, which shall generally provide for (a) First Financial to provide to the Liquidating Trust such services as are now provided to IMC under the Services Agreement, and (b) the Liquidating Trust to compensate First Financial and reimburse First Financial's expenses on the same terms as provided by the Services Agreement, with such modifications to such services, compensation and reimbursement as First Financial and the Liquidating Trust shall agree in good faith. Such modifications shall include a provision for compensation to First Financial on account of services provided by all First Financial personnel. Until the Effective Date, IMC (or, if applicable, the Liquidating Trust) shall continue to pay First Financial's agreed charges under the Services Agreement as they come due.

2.6 Insurance. First Financial shall continue to provide insurance coverage under the Services Agreement for IMC and IRC in accordance with First Financial's customary parent policy coverage of subsidiaries and consistent with the coverage for IMC and IRC that First Financial has provided since the Petition Date. First Financial shall continue to provide the coverage described in the immediately preceding sentence to (i) IMC until the Effective Date, and (ii) IRC until the IRC Tax Separation Date. First Financial will provide, and incur the cost

of, coverage for IMC for wrongful acts occurring from the date on which IMC became a subsidiary of First Financial until the date on which IMC is no longer a subsidiary of First Financial owned 50% or more by First Financial. First Financial will provide, and incur the cost of, coverage for IRC for wrongful acts occurring from the date on which IMC became a subsidiary of First Financial until the IRC Tax Separation Date. For the avoidance of doubt, First Financial shall have no obligation to provide insurance coverage for the Liquidating Trust or any owner of the stock of IRC other than IMC.

2.7 IMC Records. As soon as practicable after the Consummation Date, First Financial shall take possession of the IMC Records and shall thereafter be responsible for all costs of storage or destruction of the IMC Records.

2.8 FDIC Indemnification. First Financial shall pursue indemnification from the FDIC-R for all indemnifiable expenses incurred by IMC from and after February 2011 in connection with such specific claims as First Financial and IMC (or, if applicable, the Liquidation Trust) shall agree (the "*Agreed Indemnification Claims*"). First Financial shall turn over to IMC (or, if applicable, the Liquidation Trust) all proceeds received from FDIC-R on account of the Agreed Indemnification Claims. First Financial shall pursue such indemnification in good faith and using reasonable best efforts. First Financial shall have reasonable discretion, after consultation with IMC (or, if applicable, the Plan Trustee), to determine at what point an Agreed Indemnification Claim should be settled, withdrawn or otherwise resolved. First Financial's pursuit of the Agreed Indemnification Claims shall be a service provided by First Financial under the New Services Agreement; *provided, however*, that to the extent that First Financial pursues the Agreed Indemnification Claims prior to the effectiveness of the New Services Agreement, First Financial shall be entitled to compensation for all First Financial personnel who render services in connection therewith, calculated using the same methodology as is employed under the Services Agreement, and to reimbursement of expenses.

2.9 Liquidating Trust Oversight Committee. First Financial shall be entitled to suggest for appointment under the Plan one member of the Oversight Committee.

2.10 First Financial Claims Waiver. As of the Effective Date, First Financial shall be deemed to have waived and withdrawn all remaining claims that it may have against IMC or its estate, and IMC's present (but not former) employees, agents, officers, directors, principals, attorneys, and other representatives, including the First Financial Claim, the First Financial Administrative Claim and any claims which may arise from the rejection of the Tax Allocation Agreement. First Financial shall, promptly after the Effective Date, file satisfaction and withdrawals of the First Financial Claim and the First Financial Administrative Claim.

2.11 First Financial's Cooperation With IRC Stock Sale. First Financial shall reasonably cooperate with IMC's efforts to enter into a purchase agreement for the sale of IMC's stock in IRC to a third party.

**ARTICLE III
RELEASES**

3.1 Release by IMC of First Financial. As of the Effective Date, the Debtor, its estate, and the Liquidating Trust shall be deemed to forever release, waive, and discharge any and all Causes of Action, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date, that could have been asserted at any time, past, present, or future, by, through or on behalf of the Debtor, or its estate, against First Financial and/or First Financial's present and former employees, agents, officers, directors, principals, attorneys, representatives, successors, assigns, direct or indirect subsidiaries, parent corporation, and other Affiliates. In the event that the foregoing release provisions are inconsistent with the release provisions of the Plan as they relate to First Financial, the release provisions of this Agreement shall control. Notwithstanding anything contained in this Section 3.1 or elsewhere in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, (a) First Financial from the performance of its obligations under (i) this Agreement, or (ii) the Services Agreement, or (b) the Avoidance Actions set forth in Exhibit B of the Plan or the Retained Actions as set forth in Exhibit B of the Plan, but in no event shall the preservation by IMC of such Avoidance Actions and Retained Actions include any Avoidance Actions or Retained Actions against First Financial.

3.2 Release by IRC of First Financial. As of the Effective Date, IRC shall be deemed to forever release, waive, and discharge any and all Causes of Action, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date, based upon, arising from or in any way related to the Tax Allocation Agreement, the termination of IRC's rights under the Tax Allocation Agreement, or the separation of IRC from the Consolidated Group, that could have been asserted at any time, past, present, or future, by, through or on behalf of IRC against First Financial and/or First Financial's present and former employees, agents, officers, directors, principals, attorneys, representatives, successors, assigns, direct or indirect subsidiaries, parent corporation, and other Affiliates. Notwithstanding anything contained in this Section 3.2 or elsewhere in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, First Financial from the performance of its obligations under (a) this Agreement, (b) the Services Agreement and (c) any confidentiality agreement to which First Financial and IRC are party.

3.3 Release by First Financial of IRC. As of the Effective Date, First Financial shall be deemed to forever release, waive, and discharge any and all Causes of Action, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part on any act,

omission, transaction, event, or other occurrence taking place on or prior to the Effective Date, based upon, arising from or in any way related to the Tax Allocation Agreement, the termination of IRC's rights under the Tax Allocation Agreement, or the separation of IRC from the Consolidated Group, that could have been asserted at any time, past, present, or future, by, through or on behalf of First Financial against IRC and/or IRC's present and former employees, agents, officers, directors, principals, attorneys, representatives, successors, assigns, direct or indirect subsidiaries, parent corporation, and other Affiliates, but excluding IMC. Notwithstanding anything contained in this Section 3.3 or elsewhere in this Agreement to the contrary, the foregoing is not intended to release, nor shall it have the effect of releasing, IRC from the performance of its obligations under (a) this Agreement, (b) the Services Agreement, and (c) any confidentiality agreement to which First Financial and IRC are party.

3.4 Release by First Financial of IMC. As of the Effective Date, First Financial shall be deemed to forever release, waive, and discharge any and all Causes of Action, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date, that could have been asserted at any time, past, present, or future, by, through or on behalf of First Financial, against the Debtor, its estate, and/or their present (but not former) employees, agents, officers, directors, principals, attorneys and representatives.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representation and Warranties of First Financial. First Financial hereby represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby; (b) it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and any instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organizational documents or any agreements specifically applicable to it; and (c) no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder.

4.2 Representation and Warranties of IMC. To the best of its knowledge, IMC hereby represents and warrants for itself, and on behalf of its estate, that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (b) subject to entry of the Confirmation Order, it has all requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby; (c) subject to entry of the Confirmation Order, it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and any instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its

organizational documents or any agreements specifically applicable to it; and (d) other than the IMC Case, no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder.

4.3 Representation and Warranties of IRC. To the best of its knowledge, IRC hereby represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, subject to the approval by the Vermont Department of Financial Regulation of its entry into this Agreement ("*Vermont Approval*") (if necessary), has all requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby; (b) subject to Vermont Approval (if necessary), it has full requisite power and authority to execute and deliver and to perform its obligations under this Agreement, and the execution, delivery and performance hereof, and any instruments and documents required to be executed by it in connection herewith (i) have been duly and validly authorized by it and (ii) are not in contravention of its organizational documents or any agreements specifically applicable to it; and (c) no proceeding, litigation or adversary proceeding before any court, arbitrator or administrative or governmental body is pending against it which would adversely affect its ability to enter into this Agreement or to perform its obligations hereunder.

ARTICLE V COVENANTS

5.1 Covenants of First Financial. First Financial hereby covenants and agrees that it will use its reasonable best efforts to take all actions and do all things reasonably necessary in order to consummate and make effective this Agreement and shall take no action to impede or preclude the entry of the Confirmation Order.

5.2 Covenants of IMC. IMC hereby covenants and agrees to use its reasonable best efforts to take all actions and do all things reasonably necessary in order to consummate and make effective this Agreement and to obtain the entry of the Confirmation Order.

5.3 Covenants of IRC. IRC hereby covenants and agrees that it shall take no action to impede or preclude the entry of the Confirmation Order.

ARTICLE VI EFFECTIVENESS AND TERMINATION OF AGREEMENT

6.1 Conditions to Effective Date. The terms and provisions of this Agreement are expressly subject to the following conditions unless waived in writing by the Parties:

- (a) the execution and delivery of this Agreement by each of the Parties;
- (b) Vermont Approval shall have occurred;

(c) the entry of the Confirmation Order by the Bankruptcy Court, which Confirmation Order shall provide for the approval of this Agreement and for the Liquidating Trust to be bound by this Agreement as fully as if it had executed the same, and the Confirmation Order shall have become a Final Order; and

(d) the Effective Date of the Plan shall have occurred.

6.2 Termination of Agreement. This Agreement may be terminated by First Financial, at its sole option and discretion, in the event that (i) any other Party hereto breaches the covenants set forth in Section 5.2 or 5.3 or (ii) the Confirmation Order is not entered by the Bankruptcy Court on or before June 30, 2013. This Agreement may be terminated by IMC, at its sole option and discretion, in the event that First Financial breaches the covenant set forth in Section 5.1.

6.3 Effect of Termination. Except as otherwise provided herein, in the event of the termination of this Agreement, this Agreement (other than the terms and provisions set forth in Sections 6.3, 7.2 and 7.5 hereof) shall become null and void and be deemed of no force and effect, with no liability on the part of any Party hereto (or of any of its directors, officers, employees, consultants, contractors, agents, legal and financial advisors or other representatives), and no Party shall have any obligations to any other Party arising out of this Agreement, including, without limitation, save and except for the obligations and/or provisions set forth in Sections 7.2 and 7.5 hereof, which provisions are intended to survive the expiration or termination of this Agreement. Upon termination, this Agreement shall not be an admission by any Party, and no Party shall seek to admit this Agreement into evidence against any other Party hereto.

6.4 Sale of IRC Stock. Upon the closing of any sale of the capital stock of IRC owned by IMC, all of IRC's rights and obligations under this Agreement shall be deemed to have been assigned and delegated to IMC without the necessity of any separate document or instrument of assignment. Such assignment and delegation shall not in any manner derogate or limit the release by IRC set forth in Section 3.3.

ARTICLE VII MISCELLANEOUS

7.1 Amendments. This Agreement may not be modified, amended or supplemented except by a written agreement executed by each Party to be affected by such modification, amendment or supplement.

7.2 No Admission of Liability.

(a) The execution of this Agreement is not intended to be, nor shall it be construed as, an admission or evidence in any pending or subsequent suit, action, proceeding or dispute of any liability, wrongdoing, or obligation whatsoever (including as to the merits of any claim or defense) by any Party to any other Party or any other Person with respect to any of the matters addressed in this Agreement.

(b) None of this Agreement, the settlement or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim or of any liability of any Party; or (ii) is or may be deemed to be or may be used as an admission or evidence of any liability, fault or omission of any Party in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. None of this Agreement, the settlement, or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement shall be admissible in any proceeding for any purposes, except to enforce the terms of the Agreement, and except that any Party may file this Agreement in any action in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7.3 Good Faith Negotiations. The Parties further recognize and acknowledge that each of the Parties hereto is represented by counsel, and such Party received independent legal advice with respect to the advisability of entering into this Agreement. Each of the Parties acknowledges that the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each Party's own free will; that each knows all of the relevant facts and his or its rights in connection therewith, and that it has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any Party or employee, agent, attorney or representative of any Party to this Agreement. The Parties further acknowledge that they entered into this Agreement because of their desire to avoid the further expense and inconvenience of litigation and other disputes, and to compromise permanently and settle the claims settled by the execution of this Agreement.

7.4 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Parties hereto, and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof.

7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana, without giving effect to any principles of conflicts of law.

7.6 Specific Performance. It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach.

7.8 Headings. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and are not part of this Agreement and do not in any way limit or modify the terms or provisions of this Agreement and shall not affect the interpretation hereof.

7.9 Binding Agreement; Successors and Assigns. This Agreement shall be binding upon the Parties only upon the execution and delivery of this Agreement by the Parties.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and assigns.

7.10 Entire Agreement. This Agreement constitutes the full and entire agreement among the Parties with regard to the subject hereof, and supersedes all prior negotiations, representations, promises or warranties (oral or otherwise) made by any Party with respect to the subject matter hereof. No Party has entered into this Agreement in reliance on any other Party's prior representation, promise or warranty (oral or otherwise) except for those that may be expressly set forth in this Agreement.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service, including electronic mail (.pdf format) shall be considered original executed counterparts, provided receipt of copies of such counterparts is confirmed.

7.12 Notices. All demands, notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when personally delivered by courier service or messenger, (ii) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter if transmitted by facsimile or telecopier with confirmation of receipt, or (iii) three (3) Business Days after being duly deposited in the mail, by certified or registered mail, postage prepaid-return receipt requested, to the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following Parties:

If to First Financial:

Gregory A. Gehlmann
Executive Vice President & General Counsel
First Financial Bank, National Association
201 East Fourth Street, Suite 1900
Cincinnati, Ohio 45202
Facsimile: (513) 979-5780

with a copy to:

Jeffrey A. Marks
VORYS, SATER, SEYMOUR & PEASE LLP
301 East Fourth Street
Suite 3500, Great American Tower
Cincinnati, Ohio 45202
Facsimile: (513) 852-8491

If to IMC:

Fred C. Caruso
President & Chief Restructuring Officer
6375 Riverside Drive, Suite 200
Dublin, Ohio 43017-5373
Facsimile: (614) 734-2718

with a copy to:

Robert B. Berner
BAILEY CAVALIERI LLC
40 North Main Street, Suite 1250
Dayton, Ohio 45423
Facsimile: (937) 223-0170

If to IRC:

Fred C. Caruso
President
6375 Riverside Drive, Suite 200
Dublin, Ohio 43017-5373
Facsimile: (614) 734-2718

with a copy to:

Kathleen H. Davis
DOWNS RACHLIN MARTIN PLLC
199 Main St.
Burlington, VT 05402-0190
Facsimile: (802) 862-7512

If to the Liquidating Trust:

Fred C. Caruso
Trustee
6375 Riverside Drive, Suite 200
Dublin, Ohio 43017-5373
Facsimile: (614) 734-2718

with a copy to:

Robert B. Berner
BAILEY CAVALIERI LLC
40 North Main Street, Suite 1250
Dayton, Ohio 45423
Facsimile: (937) 223-0170


7.13 Further Assurances. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

7.14 Retention of Jurisdiction by Bankruptcy Court. The Bankruptcy Court shall retain exclusive jurisdiction to resolve any disputes between the Parties arising from or related to this Agreement.

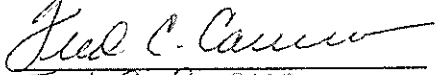
[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

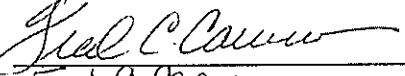
FIRST FINANCIAL BANK, N.A.

By: 
Name: Steven A. Gohlmann
Title: EVP, General Counsel

IRWIN MORTGAGE CORPORATION
Debtor and Debtor-in-Possession

By: 
Name: Fred C. Caruso
Title: President

IRWIN REINSURANCE CORPORATION

By: 
Name: Fred C. Caruso
Title: President