UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v. Case No. 16-CR-64

RONALD VAN DEN HEUVEL,

Defendant.

PLEA AGREEMENT

---

1. The United States of America, by its attorneys, Gregory J. Haanstad, United States Attorney for the Eastern District of Wisconsin, and Mel S. Johnson and Matthew D. Krueger, Assistant United States Attorneys, and the defendant, Ronald Van Den Heuvel, individually and by attorney Robert LeBell, pursuant to Rule 11 of the Federal Rules of Criminal Procedure, enter into the following plea agreement:

CHARGES

2. The defendant has been charged in all counts of a nineteen-count indictment, which alleges violations of Title 18, United States Code, Sections 2, 371, 1014, and 1344.

3. The defendant has read and fully understands the charges contained in the indictment. He fully understands the nature and elements of the crimes with which he has been charged, and those charges and the terms and conditions of the plea agreement have been fully explained to him by his attorney.

4. The defendant voluntarily agrees to plead guilty to the following count set forth in full as follows:

COUNT ONE

THE GRAND JURY CHARGES:

From on or about January 1, 2008 through on or about September 30, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,
PAUL J. PIIKKILA, and
KELLY Y. VAN DEN HUEVEL

knowingly conspired with each other and others to:

a. Devise and participate in a scheme to defraud Horicon Bank and to obtain money under the custody and control of Horicon Bank, the accounts of which were insured by the Federal Deposit Insurance Corporation, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344; and

b. Make material false statements to Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing the actions of the bank to issue loans, in violation of Title 18, United States Code, Section 1014.

Scheme

The scheme in this count is as follows:

a. During the period of the scheme, defendant Piikkila was employed as a loan officer for Horicon Bank (hereinafter "the bank"), working at the Appleton, Wisconsin branch. He had authority to make loans up to a $250,000 limit. Loans he proposed to make above that limit needed to be approved by the bank's Business Lenders Committee.

b. During the period of the scheme, defendant Ronald Van Den Heuvel represented himself to be a businessman in the area of Green Bay, Wisconsin. He operated and controlled at least seven purported business entities that he used interchangeably.

c. During the period of the scheme, Kelly Van Den Heuvel was the wife of Ronald Van Den Heuvel and was also the owner and operator of KYHKJG, a limited liability corporation.

d. In December of 2007, or early January of 2008, Ronald Van Den Heuvel approached Piikkila and asked him to issue loans from the bank to Ronald Van Den Heuvel or his business entities.

e. On or about January 17, 2008, Piikkila authorized a loan of $250,000 from the bank to RVDH, Inc., one of Ronald Van Den Heuvel's business entities. Ronald Van Den Heuvel signed the business note for RVDH, Inc. According to the note, the loan was to be repaid at 7.25% interest by January 15, 2009. It was never repaid and, after collection efforts, the bank charged off a loss of $237,109.

f. In March of 2008, Piikkila proposed that the bank loan $7,100,000 to Source of Solutions, LLC, another of Ronald Van Den Heuvel's business entities. The bank's Business Lenders Committee refused to authorize that loan because their attempts to investigate Ronald Van Den Heuvel's financial record convinced them that Ronald Van Den Heuvel was not a good credit risk.

g. Piikkila made attempts to restructure this $7,100,000 loan but those attempts did not gain the approval of the Business Lenders Committee. Eventually, Piikkila's superiors instructed him not to make any loans to Ronald Van Den Heuvel or his business entities.

h. After that, Piikkila made a series of loans from the bank for the benefit of Ronald Van Den Heuvel and his business entities. All of these subsequent loans were $250,000 or less so were within Piikkila's lending authority and did not have to be approved by higher authorities within the bank. None of them were to Ronald Van Den Heuvel personally and most of them were to individuals who were not actually receiving the loan proceeds and did not regard themselves

as responsible for repaying the loans (hereinafter referred to as "straw borrowers"). The conspirators knew that these loans were not actually going to the straw borrowers because the funds were being used by Ronald Van Den Heuvel and his business entities.

i. A predominant share of the money from these loans was disbursed for the purposes of Ronald Van Den Heuvel and his business entities even though they were not represented to be the borrowers. The loan proceeds were used for purposes other than those represented on the loan requests submitted to the bank.

j. With one exception, the loans made as part of this scheme were not repaid. The straw borrowers regarded the debts as Ronald Van Hen Heuvel's so felt no duty to repay the bank. Ronald Van Den Heuvel did not repay the bank even though the loan money was used for his benefit and the benefit of his business entities.

k. Collateral pledged as security for these loans actually belonged to Ronald Van Den Heuvel but was not sufficient to allow the bank to recover the principal or interest on these loans.

l. Despite the bank's efforts to collect, the loans granted as part of this scheme resulted in losses for the bank exceeding $700,000.

Overt Acts

In furtherance of the conspiracy and to effect its objects, the defendants performed the following overt acts.

1. Prior to September 12, 2008, Ronald Van Den Heuvel persuaded his employee, S.P., to act as a straw borrower to obtain loans for Ronald Van Den Heuvel from Horicon Bank.

2. On or about September 12, 2008, Piikkila authorized a loan of $100,000 to straw borrower S.P. Proceeds from that loan were transferred to two of Ronald Van Den Heuvel's business entities.

3. On or about November 7, 2008, Piikkila authorized two loans of $250,000 and $70,000, respectively, to KYHKJG, LLC.

4. Prior to January 2, 2009, Ronald Van Den Heuvel persuaded W.B. to act as a straw borrower to obtain a loan for Ronald Van Den Heuvel from Horicon Bank.

5. On or about January 2, 2009, Piikkila authorized a loan of $240,000 to straw borrower W.B., a former relative of Ronald Van Den Heuvel by marriage. These funds were used to pay personal expenses of Ronald Van Den Heuvel and to pay off different loans obtained for Ronald Van Den Heuvel at different banks.

6. On or about February 11, 2009, Piikkila authorized a loan of $30,000 to straw borrower S.P. Those funds were promptly used for the benefit of two of Ronald Van Den Heuvel's business entities.

7. On or about May 15, 2009, Piikkila authorized a loan of $129,958 to straw borrower S.P. This loan consolidated the debts due on the loans noted in paragraphs 2 and 6 above.

8. Prior to May 15, 2009, Ronald and Kelly Van Den Heuvel persuaded their employee, J.G., to act as a straw borrower to obtain a loan for the Van Den Heuvels from Horicon Bank.

9. On or about May 15, 2009, Piikkila authorized a loan of $25,000 to straw borrower J.G., an employee of Ronald and Kelly Van Den Heuvel. These funds were promptly paid to RVDH, Inc. and KYHKJG, LLC; paid to S.P. as a payment on the loan noted in paragraph 7 above; or paid to W.B. to be used as payment on the loans noted in paragraph 5 above.

10. On or about September 11, 2009, Piikkila authorized a loan of $240,000 to Source of Solutions, LLC, one of Ronald Van Den Heuvel's business entities. Signing the

business note for Source of Solutions was D.S., Ronald Van Den Heuvel's administrative assistant. These funds were promptly transferred to Ronald Van Den Heuvel's other business entities, paid out to Ronald Van Den Heuvel's employees, used to pay off Ronald Van Den Heuvel's debts to other companies and other banks, and used to make payments against balances due on the loans noted in paragraphs e., 7, and 9 above.

11. On or about September 25, 2009, Piikkila authorized a loan of $10,000 to RVDH, Inc. These funds were promptly transferred to another of Ronald Van Den Heuvel's business entities.

All in violation of Title 18, United States Code, Section 371.

5. The defendant acknowledges, understands, and agrees that he is, in fact, guilty of the offense described in paragraph 4. The parties acknowledge and understand that if this case were to proceed to trial, the government would be able to prove the following facts beyond a reasonable doubt. The defendant admits that these facts are true and correct and establish his guilt beyond a reasonable doubt:

The evidence to prove the conspiracy comes from several general sources. All involved personnel from the Horicon Bank and all individuals serving as straw borrowers to obtain loans have been interviewed. Records have been obtained from the Horicon Bank and other banks which made loans for the benefit of the defendant, which loans from Horicon were used to repay. Co-defendant Paul Piikkila has made several statements, admitting the factual basis of these charges.

During the period of the scheme, Paul Piikkila was employed as a loan officer for Horicon Bank (hereinafter "the bank") working at the Appleton, Wisconsin branch. He had authority to make loans up to a $250,000 limit. Any loans he proposed above that limit needed to be approved by the bank's Business Lenders Committee.

During the scheme, the defendant represented himself to be a businessman in the Green Bay area.

In late 2007 or early 2008, the defendant approached Piikkila about issuing loans from the bank to him or his business entities.

On or about January 17, 2008, Piikkila authorized a loan of $250,000 from the bank to RVDH, Inc., one of the defendant's business entities. The defendant signed the business note for RVDH, Inc.

About two months later, on or about March 20, 2008, at the defendant's urging, Piikkila proposed to the loan committee that the bank loan $7,100,000 to Source of Solutions, LLC, another of the defendant's business entities. The loan committee would not approve this loan. Piikkila tried to restructure it a couple of times but that did not change the committee's decision. Piikkila's superiors at the bank instructed him that the bank did not wish to make any loans to the defendant or his businesses so Piikkila should not.

Thereafter, in agreement with the defendant's requests, Piikkila authorized a series of loans in the names of other people which were mainly for the defendant's benefit or the benefit of his companies.

The first such loan was on or about September 12, 2008, when Piikkila approved a loan of $100,000 to S.P. Of that loan amount, $40,000 was immediately transferred to two other of the defendant's business entities. The remaining $60,000 was transferred to Nicolet Bank to pay off an earlier loan that S.P. had obtained for the benefit of the defendant. S.P. fully admits that he, the defendant, and Piikkila all had the understanding that none of the money was going to him and that he had no obligation to pay back the loan since they understood that the defendant was responsible for that.

On January 2, 2009, Piikkila approved a loan of $240,000 to W.B. W.B. is a former business partner of the defendant's and a former brother-in-law. All of the $240,000 was quickly disbursed. The large majority of it went to pay off earlier loan debts at other banks that the defendant had caused to be incurred, either in the defendant's own name or in W.B.'s name. The money left over after these loan payments was used for personal debts of the defendant or for his businesses.

On or about February 11, 2009, another loan was made to S.P. of $30,000. All of that money was transferred to business entities belonging to the defendant.

On or about May 15, 2009, a third loan was made to S.P. It was for $129,958. That consolidated the amounts remaining due on the two loans earlier obtained in the name of S.P.

On the same date, May 15, 2009, Piikkila approved a loan of $25,000 to J.G. J.G. was a nanny for the Van Den Heuvel's children. The money borrowed in her name was immediately distributed to make a payment on the S.P. loan, make a payment on the W.B. loan, to transfer money to the defendant's company, RVDH, and to transfer money to KYHKJG.

On or about September 11, 2009, Piikkila approved a loan of $240,000 to Source of Solutions. The loan application was signed off on by D.S. She served for years as an administrative assistant and jack-of-all-trades for the defendant. None of the money went to Source of Solutions. Much of the money was transferred to the defendant's other business entities. Some was used to pay for personal expenses of the Van Den Heuvels. Lump sum payments were made to employees, including $5,000 to D.S. Payments were made against the

other Horicon loans in an attempt to keep the other loan payments current. Piikkila was repaid for having personally covered a short-fall of the defendant in a different account at Horicon Bank.

The last loan was on or about September 25, 2009 where Piikkila approved a $10,000 loan to Tissue Technology, another of the defendant's entities. $1,000 was deposited into the Tissue Technology account and the remaining $9,000 was taken out in cash.

The defendant had a motive to arrange these loans since they allowed him to obtain large quantities of money which he could use for his own purposes. Each of the loans was purportedly for some general business purpose such as the purchase of equipment or operating capital. However, a large portion of the loan proceeds consistently went to pay off the defendant's old loans, or to pay off his personal expenses.

The reason for obtaining the loans through straw borrowers was that the bank would not loan any money to the defendant or his entities, as Piikkila knew. The fact that the defendant was responsible for these loans, rather than the straw borrowers, is supported by the fact that whatever collateral was offered as security for these loans was collateral owned or controlled by the defendant, not by the straw borrowers. Once the bank started to try to collect on this collateral after there was default on the loans, the bank representatives learned that the collateral was often inadequate as security for the loans. In addition, in certain written and oral communications from the defendant, he acknowledged responsibility for repayment of the loans.

With the exception of the J.G. loan, which was paid off from the proceeds of the Source of Solutions loan, none of these loans were paid off. After attempting to use the collateral to collect the amounts due, the bank wrote off all the loans except the J.G. loan for a total loss of $316,445.79.

This information is provided for the purpose of setting forth a factual basis for the plea of guilty. It is not a full recitation of the defendant's knowledge of, or participation in this offense.

PENALTIES

6. The parties understand and agree that the offense to which the defendant will enter a plea of guilty carries the following maximum term of imprisonment and fine: Five years and $250,000. Count One also carries a mandatory special assessment of $100, and a maximum of three years of supervised release. The parties further recognize that a restitution order may be entered by the court. The parties' acknowledgments, understandings, and agreements with regard to restitution are set forth in paragraph 29 of this agreement.

7. The defendant acknowledges, understands, and agrees that he has discussed the relevant statutes as well as the applicable sentencing guidelines with his attorney.

DISMISSAL OF REMAINING COUNTS OF INDICTMENT

8. The government agrees to move to dismiss the remaining counts of the indictment against the defendant at the time of sentencing.

9. The government agrees to move to dismiss any charges in this case against co-defendant Kelly Van Den Heuvel at the time of sentencing of Ronald Van Den Heuvel.

ELEMENTS

10. The parties understand and agree that in order to sustain the charge of conspiracy as set forth in Count One, the government must prove each of the following propositions beyond a reasonable doubt:

First, the conspiracy as charged in Count One existed;

Second, the defendant knowingly became a member of the conspiracy with an intent to advance the conspiracy; and

Third, at least one of the conspirators committed an overt act in an effort to advance the goals of the conspiracy.

SENTENCING PROVISIONS

11. The parties agree to waive the time limits in Fed. R. Crim. P. 32 relating to the presentence report, including that the presentence report be disclosed not less than 35 days before the sentencing hearing, in favor of a schedule for disclosure, and the filing of any objections, to be established by the court at the change of plea hearing.

12. The parties acknowledge, understand, and agree that any sentence imposed by the court will be pursuant to the Sentencing Reform Act, and that the court will give due regard to the Sentencing Guidelines when sentencing the defendant.

13. The parties acknowledge and agree that they have discussed all of the sentencing guidelines provisions which they believe to be applicable to the offense set forth in paragraph 4. The defendant acknowledges and agrees that his attorney in turn has discussed the applicable sentencing guidelines provisions with him to the defendant's satisfaction.

14. The parties acknowledge and understand that prior to sentencing the United States Probation Office will conduct its own investigation of the defendant's criminal history. The parties further acknowledge and understand that, at the time the defendant enters a guilty plea, the parties may not have full and complete information regarding the defendant's criminal history. The parties acknowledge, understand, and agree that the defendant may not move to withdraw the guilty plea solely as a result of the sentencing court's determination of the defendant's criminal history.

Sentencing Guidelines Calculations

15. The defendant acknowledges and understands that the sentencing guidelines recommendations contained in this agreement do not create any right to be sentenced within any particular sentence range, and that the court may impose a reasonable sentence above or below the guideline range. The parties further understand and agree that if the defendant has provided false, incomplete, or inaccurate information that affects the calculations, the government is not bound to make the recommendations contained in this agreement.

Relevant Conduct

16. The parties acknowledge, understand, and agree that pursuant to Sentencing Guidelines Manual § 1B1.3, the sentencing judge may consider relevant conduct in calculating the sentencing guidelines range, even if the relevant conduct is not the subject of the offense to which the defendant is pleading guilty.

Base Offense Level

17. The parties agree to recommend to the sentencing court that the applicable base offense level for the offense charged in Count One is six under Sentencing Guidelines Manual § 2B1.1.

Specific Offense Characteristics

18. The parties agree to recommend to the sentencing court that a twelve-level increase for amount of loss under Sentencing Guidelines Manual § 2B1.1 is applicable to the offense level for the offense charged in Count One.

Role in the Offense

19. Pursuant to Sentencing Guidelines Manual section 3B1.1(c), the government will recommend to the sentencing court that a two-level increase be given for an aggravating role in the offense, as the defendant was an organizer, leader, manager, or supervisor in this offense. The parties further acknowledge and understand that the defendant will not join in this recommendation.

Acceptance of Responsibility

20. The government agrees to recommend a two-level decrease for acceptance of responsibility as authorized by Sentencing Guidelines Manual § 3E1.1(a), but only if the defendant exhibits conduct consistent with the acceptance of responsibility. In addition, if the court determines at the time of sentencing that the defendant is entitled to the two-level reduction under § 3E1.1(a), the government agrees to make a motion recommending an additional one-level decrease as authorized by Sentencing Guidelines Manual § 3E1.1(b) because the defendant timely notified authorities of his intention to enter a plea of guilty.

Sentencing Recommendations

21. Both parties reserve the right to provide the district court and the probation office with any and all information which might be pertinent to the sentencing process, including but not limited to any and all conduct related to the offense as well as any and all matters which might constitute aggravating or mitigating sentencing factors.

22. Although the parties do no presently believe other enhancements to the Guideline levels exist, both parties reserve the right to make any recommendation any enhancements or other matters not specifically addressed by this agreement.

23. The government agrees to recommend a sentence at the low end of the applicable sentencing guideline range, as determined by the court.

Court's Determinations at Sentencing

24. The parties acknowledge, understand, and agree that neither the sentencing court nor the United States Probation Office is a party to or bound by this agreement. The United States Probation Office will make its own recommendations to the sentencing court. The sentencing court will make its own determinations regarding any and all issues relating to the imposition of sentence and may impose any sentence authorized by law up to the maximum penalties set forth above. The parties further understand that the sentencing court will be guided by the sentencing guidelines but will not be bound by the sentencing guidelines and may impose a reasonable sentence above or below the calculated guideline range.

25. The parties acknowledge, understand, and agree that the defendant may not move to withdraw the guilty plea solely as a result of the sentence imposed by the court.

FINANCIAL MATTERS

26. The defendant acknowledges and understands that any and all financial obligations imposed by the sentencing court are due and payable in full upon entry of the

judgment of conviction. The defendant further understands that any payment schedule imposed by the sentencing court shall be the minimum the defendant is expected to pay and that the government's collection of any and all court imposed financial obligations is not limited to the payment schedule. The defendant agrees not to request any delay or stay in payment of any and all financial obligations. If the defendant is incarcerated, the defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the court specifically directs participation or imposes a schedule of payments.

27. The defendant agrees to provide to the Financial Litigation Unit (FLU) of the United States Attorney's Office, at least 30 days before sentencing, upon request of the FLU during any period of probation or supervised release imposed by the court, a complete and sworn financial statement on a form provided by FLU and any documentation required by the form. The defendant further agrees, upon request of FLU whether made before or after sentencing, to promptly: cooperate in the identification of assets in which the defendant has an interest, cooperate in the liquidation of any such assets, and participate in an asset deposition.

Special Assessment

28. The defendant agrees to pay the special assessment in the amount of $100 prior to or at the time of sentencing.

Restitution

29. The defendant agrees to pay restitution in the amount of $316,445.79 to Horicon Bank. The defendant understands that because restitution for the offense is mandatory, the amount of restitution shall be imposed by the court regardless of the defendant's financial resources. The defendant agrees to cooperate in efforts to collect the restitution obligation. The defendant understands that imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action.

DEFENDANT'S WAIVER OF RIGHTS

30. In entering this agreement, the defendant acknowledges and understands that he surrenders any claims he may have raised in any pretrial motion, as well as certain rights which include the following:

a. If the defendant persisted in a plea of not guilty to the charges against him, he would be entitled to a speedy and public trial by a court or jury. The defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, the defendant, the government and the judge all must agree that the trial be conducted by the judge without a jury.

b. If the trial is a jury trial, the jury would be composed of twelve citizens selected at random. The defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause where actual bias or other disqualification is shown, or without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of guilty. The court would instruct the jury that the defendant is presumed innocent until such time, if ever, as the government establishes guilt by competent evidence to the satisfaction of the jury beyond a reasonable doubt.

c. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all of the evidence, whether or not he was persuaded of defendant's guilt beyond a reasonable doubt.

d. At such trial, whether by a judge or a jury, the government would be required to present witnesses and other evidence against the defendant. The defendant would be able to confront witnesses upon whose testimony the government is relying to obtain a conviction and he would have the right to cross-examine those witnesses. In turn the defendant could, but is not obligated to, present witnesses and other evidence on his own behalf. The defendant would be entitled to compulsory process to call witnesses.

e. At such trial, defendant would have a privilege against self-incrimination so that he could decline to testify and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify on his own behalf.

31. The defendant acknowledges and understands that by pleading guilty he is waiving all the rights set forth above. The defendant further acknowledges the fact that his attorney has explained these rights to him and the consequences of his waiver of these rights.

The defendant further acknowledges that as a part of the guilty plea hearing, the court may question the defendant under oath, on the record, and in the presence of counsel about the offense to which the defendant intends to plead guilty. The defendant further understands that the defendant's answers may later be used against the defendant in a prosecution for perjury or false statement.

32. The defendant acknowledges and understands that he will be adjudicated guilty of the offense to which he will plead guilty and thereby may be deprived of certain rights, including but not limited to the right to vote, to hold public office, to serve on a jury, to possess firearms, and to be employed by a federally insured financial institution.

33. The defendant knowingly and voluntarily waives all claims he may have based upon the statute of limitations, the Speedy Trial Act, and the speedy trial provisions of the Sixth Amendment. The defendant agrees that any delay between the filing of this agreement and the entry of the defendant's guilty plea pursuant to this agreement constitutes excludable time under the Speedy Trial Act.

34. The defendant has been charged with other federal offenses in *United States v. Ronald H. Van Den Heuvel*, Case No. 17-CR-160 (E.D. Wis.). Consequently, if the defendant is sentenced in this case to a period of incarceration, the government will not object to the defendant remaining out of custody to face the charges in Case No. 17-CR-160 for a minimum period of six months from the date of sentencing in this case, except that if Case No. 17-CR-160 (E.D. Wis.) resolves, whether by plea, verdict, or dismissal, the parties reserve the right to request that the defendant begin to serve the period of incarceration in this case.

Further Civil or Administrative Action

35. The defendant acknowledges, understands, and agrees that the defendant has discussed with his attorney and understands that nothing contained in this agreement, including

any attachment, is meant to limit the rights and authority of the United States of America or any other state or local government to take further civil, administrative, or regulatory action against the defendant, including but not limited to any listing and debarment proceedings to restrict rights and opportunities of the defendant to contract with or receive assistance, loans, and benefits from United States government agencies.

GENERAL MATTERS

36. The parties acknowledge, understand, and agree that this agreement does not require the government to take, or not to take, any particular position in any post-conviction motion or appeal.

37. The parties acknowledge, understand, and agree that this plea agreement will be filed and become part of the public record in this case.

38. The parties acknowledge, understand, and agree that the United States Attorney's office is free to notify any local, state, or federal agency of the defendant's conviction.

39. The defendant understands that pursuant to the Victim and Witness Protection Act, the Justice for All Act, and regulations promulgated thereto by the Attorney General of the United States, the victim of a crime may make a statement describing the impact of the offense on the victim and further may make a recommendation regarding the sentence to be imposed. The defendant acknowledges and understands that comments and recommendations by a victim may be different from those of the parties to this agreement.

Further Action by Internal Revenue Service

40. Nothing in this agreement shall be construed so as to limit the Internal Revenue Service in discharging its responsibilities in connection with the collection of any additional tax, interest, and penalties due from the defendant as a result of the defendant's conduct giving rise to the charges alleged in the indictment.

EFFECT OF DEFENDANT'S BREACH OF PLEA AGREEMENT

41. The defendant acknowledges and understands if he violates any term of this agreement at any time, engages in any further criminal activity prior to sentencing, or fails to appear for sentencing, this agreement shall become null and void at the discretion of the government. The defendant further acknowledges and understands that the government's agreement to dismiss any charge is conditional upon final resolution of this matter. If this plea agreement is revoked or if the defendant's conviction ultimately is overturned, then the government retains the right to reinstate any and all dismissed charges and to file any and all charges which were not filed because of this agreement. The defendant hereby knowingly and voluntarily waives any defense based on the applicable statute of limitations for any charges filed against the defendant as a result of his breach of this agreement. The defendant understands, however, that the government may elect to proceed with the guilty plea and sentencing.

VOLUNTARINESS OF DEFENDANT'S PLEA

42. The defendant acknowledges, understands, and agrees that he will plead guilty freely and voluntarily because he is in fact guilty. The defendant further acknowledges and agrees that no threats, promises, representations, or other inducements have been made, nor agreements reached, other than those set forth in this agreement, to induce the defendant to plead guilty.

ACKNOWLEDGMENTS

I am the defendant. I am entering into this plea agreement freely and voluntarily. I am not now on or under the influence of any drug, medication, alcohol, or other intoxicant or depressant, whether or not prescribed by a physician, which would impair my ability to understand the terms and conditions of this agreement. My attorney has reviewed every part of this agreement with me and has advised me of the implications of the sentencing guidelines. I have discussed all aspects of this case with my attorney and I am satisfied that my attorney has provided effective assistance of counsel.

Date: 10-4-2017

RONALD VAN DEN HEUVEL
Defendant

I am the defendant's attorney. I carefully have reviewed every part of this agreement with the defendant. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.

Date: 10/4/17

ROBERT LEBELL
Attorney for Defendant

For the United States of America:

Date: 10/4/17

for GREGORY J. HAANSTAD
United States Attorney

Date: Oct. 4, 2017

MEL S. JOHNSON
Assistant United States Attorney

Date: 10/4/2017

MATTHEW D. KRUEGER
Assistant United States Attorney