

HORIZON BANCORP /IN/
Form 8-K
October 03, 2017
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 2, 2017

Horizon Bancorp
(Exact Name of Registrant as Specified in Its Charter)

Indiana 000-10792 35-1562417
(State or Other Jurisdiction of Incorporation) (Commission File Number) (IRS Employer Identification No.)

515 Franklin Square, Michigan City, Indiana 46360
(Address of Principal Executive Offices) (Zip Code)

(219) 879-0211
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01 Other Events.

On October 2, 2017, Horizon Bank, N.A. (the “Bank”), the wholly owned subsidiary of Horizon Bancorp (the “Company”), entered into an agreement with Dennis J. Kuhn, the Executive Vice President and Chief Commercial Banking Officer of the Bank and an executive officer of the Company.

The agreement provides that Mr. Kuhn will continue to be employed by and provide services to the Bank for at least one year following a change in control of the Company. During that time, Mr. Kuhn would perform the duties and responsibilities for the Bank that he performed prior to a change in control, as well as other duties and responsibilities assigned by the Bank that would not be unreasonably inconsistent with his prior activities and that would not require relocation beyond a defined area. As provided in the agreement, Mr. Kuhn would continue to receive his basic annual salary, vacation time and benefits as in effect at the time of the change in control, as may be increased or modified (but not decreased) by the Bank from time to time.

Under the agreement, both the Bank and Mr. Kuhn have certain rights to terminate the agreement. The extent of Mr. Kuhn’s rights to compensation and continued benefits depends upon whether (i) the Bank terminates him for cause, in which case his compensation and benefits would be paid until the date of termination determined under the agreement; or (ii) the Bank terminates him without cause or Mr. Kuhn terminates the agreement for good reason, in which case his compensation and benefits would continue for the remainder of the term of the agreement.

Mr. Kuhn also agrees to refrain from disclosing confidential information of the Bank and agrees not to use his knowledge gained from the Bank to solicit certain business and customers of the Bank, all on the terms and conditions provided in the agreement.

Certain terms used in the agreement, such as “change in control,” “cause,” “good reason” and “confidential information” are further defined in the agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

10.1 Agreement between Horizon Bank and Dennis J. Kuhn

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereto duly authorized.

Date: October 2, 2017 Horizon Bancorp

By: /s/ Craig M. Dwight
Craig M. Dwight
Chairman & Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description	Location
10.1	Agreement between Horizon Bank and Dennis J. Kuhn	Attached