

Exhibit

A

COMPROMISE AND SETTLEMENT AGREEMENT

This Compromise and Settlement Agreement (the “F&B Settlement Agreement”) is made and entered into by and between Keith M. Aurzada (the “Receiver”), in his capacity as receiver for Jay Temme, Stewardship Fund, LP, and all of their affiliates or other entities under their direct or indirect control, together with their respective successors or assigns, including any successor receiver, trustee, or custodian of any of such parties (collectively, the “Receivership Entities”), on the one hand, and MDA Realty Holdings, LLC, MVB Realty Holdings, LLC, LF Realty Holdings, LLC, 48th Street Holdings, LLC, and F & B Note Holding, LLC, and any of their respective successors, assigns, affiliates, agents, parent companies, partners, constituents, subsidiaries, employees, and anyone acting by or through them (collectively, “F&B”), on the other hand, as of the date of its execution by all parties. The F&B Settlement Agreement will become effective only following its approval by the United States District Court for the Eastern District of Texas (the “District Court”) and the satisfaction of the conditions precedent set forth below.

I. RECITALS

1. On October 14, 2011, the U.S. Securities and Exchange Commission (the “SEC”) filed a Complaint in the lawsuit styled, *SEC v. Temme & Stewardship Fund, LP*, Civil Action No. 4:11-cv-655, in the U.S. District Court for the Eastern District of Texas, Sherman Division (the “SEC Matter”).

2. In the SEC Matter, the Court ordered the appointment of the Receiver and vested the Receiver with the duties, powers, and obligations stated in the: (1) Agreed Order Appointing Receiver over Entities Under Control of James G. Temme entered October 28, 2011 (Doc. 24); (2) Agreed Order Appointing Receiver over Stewardship Fund, LP and Related Entities entered October 28, 2011 (Doc. 25); and (3) Order Appointing Receiver over James G. Temme dated November 3, 2011 (Doc. 30) (collectively, the “Receivership Orders”).

3. The Receiver has filed a Motion to Approve Settlement, For Entry of Bar Order, To Allow and Pay Professional Fees, and Brief In Support (the “Motion to Approve HSP Settlement”) relating to a proposed settlement with Charles A. Vose, III, Edward C. Lasater, II, Duncan A. Lee, Home Solutions Capital, LLC, Home Solutions GP, LP, Home Solutions Advisors, LLC, Home Solutions Partners I, LP, Home Solutions Partners I REO, LLC, Home Solutions Partners III, LP, Home Solutions Partners III REO, LLC, Home Solutions Partners IV, LP, Home Solutions Partners IV REO, LLC, Harbour Portfolio Advisors, LLC, Harbour Portfolio Capital, LLC, Harbour Portfolio GP, LP, Harbour Portfolio V, LLC, Harbour Portfolio VI, LP, and any of their respective relatives, heirs, successors, assigns, affiliates, agents, parent companies, partners, subsidiaries, employees, and anyone acting by or through them (collectively, the “HSP/Harbor Parties”).

4. F&B has opposed the Motion to Approve HSP Settlement, has filed a Response and Objection to Motion to Approve Settlement. F&B has also asserted that it has claims against the HSP/Harbor Parties (the “F&B Claims”).

5. The Receiver and F&B (collectively, the “Parties”) desire to resolve their disputes and avoid the inherent uncertainties associated with litigation, the substantial investment of time, costs and attorney’s fees that would be involved in legal proceedings, all of which are being avoided by their agreement to enter into and accept the terms and conditions of this F&B Settlement Agreement.

6. Upon execution of this F&B Settlement Agreement by all of the parties, the Receiver will petition the District Court for the entry of an Order approving all terms of this Settlement Agreement.

II. CONDITIONS PRECEDENT

The Receiver and F&B acknowledge and agree that the terms and conditions of this F&B Settlement Agreement are entered into subject to and conditioned upon the satisfaction of the following conditions precedent:

7. ***Court Approval of Settlement Agreement with HSP/Harbor Parties.*** The Settlement Agreement shall only become effective after the District Court enters a final, non-appealable Order approving the Settlement Agreement between the Receiver and the HSP/Harbor Parties (the “HSP Settlement Agreement”) and entering a bar order (the “HSP Order”) referenced in the Motion to Approve HSP Settlement. In the event that the District Court does not approve the HSP Settlement Agreement or enter the HSP Order, or in the event the District Court’s approval of the HSP Settlement Agreement and entry of the Order is reversed on appeal, this F&B Settlement Agreement shall be terminated. Any modification of the terms of this Settlement Agreement shall be in writing and governed by paragraph 21 below.

8. ***Court Approval.*** The F&B Settlement Agreement shall only become effective after the District Court enters a final, non-appealable Order approving the F&B Settlement Agreement. In the event that the District Court does not approve the F&B Settlement Agreement or enter the Order, or in the event the District Court’s approval of the F&B Settlement Agreement and entry of the Order is reversed on appeal, this F&B Settlement Agreement shall be terminated and shall not affect the rights, claims, causes of action, or defenses of the Receiver or the F&B Parties, except as expressly agreed in this F&B Settlement Agreement. Any modification of the terms of this Settlement Agreement shall be in writing and governed by paragraph 21 below.

III. SETTLEMENT AGREEMENT

Subject to, in accordance with, and after the occurrence of the Conditions Precedent stated above, the Receiver and F&B agree to the following:

9. ***Withdrawal of Objection and Agreement to Motion to Approve HSP Settlement and HSP Order.*** F&B Agrees that it will immediately withdraw its Objection and Motion to Approve Settlement with the Home Solutions Affiliates and that it will consent to the entry of the Bar Order that was sought in the Motion to Approve the HSP Settlement. F&B agrees that it will not object to the Magistrate Judge’s Order of January 8, 2014, and that F&B will agree to, and

will not oppose, the entry of any bar order that may be requested pertaining to the HSP/Harbor Parties.

10. **Settlement Payment.** The Receiver shall pay or cause to be paid \$100,000.00 in the aggregate from the proceeds of the HSP Settlement to F&B (the “F&B Settlement Payment”), which F&B Settlement Payment shall be made only after the \$550,000 is released from the Bryan Cave Trust Account pursuant to the terms of the HSP Settlement Agreement. If the \$550,000 is not released from the Bryan Cave Trust Account, the F&B Settlement Payment shall not be made.

11. **Submission and Limitation of Claim by F&B and Partial Release.**

(a) F&B shall submit a proof of claim to the Receiver for its claimed losses (the “F&B Claim”). This amount of losses in the proof of claim shall be capped at a maximum of \$2 million in claimed losses. The Receiver shall consider the claim timely made if served upon the Receiver within 20 days of the signing of this Agreement, and shall otherwise handle the claim pursuant to and consistent with his claims handling responsibilities.

(b) In the event this F&B Settlement Agreement is not approved by the Court, F&B’s claim will not be capped at \$2 million, and it will be considered by the Receiver as timely made (if served upon the Receiver within the above stated 20 days).

(c) With the sole exception of the F&B Claim, upon satisfaction of the Conditions Precedent stated in Section II of this Settlement Agreement, and based on the consideration set forth above (including, but not limited to, the performance by the HSP/Harbour Parties in making the Settlement Payment), and the mutual promises, covenants, terms, and conditions contained in this F&B Settlement Agreement, F&B, for themselves and their successors, assigns, affiliates, shareholders, partners, and members completely release and forever discharge the Receiver and the Receivership Entities, and their respective past, present, and future successors, assigns, attorneys, employees, agents, servants, insurers, representatives, and affiliates, of and from any and all past, present or future claims, demands, obligations, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, in equity, or other theory of recovery, and whether for compensatory or punitive damages, which F&B now has, or which may hereafter accrue or otherwise be acquired. F&B intends by this full and final release of the Receiver and Receivership Entities that no claim of any kind for damages, legal, equitable or any other relief shall ever be made in the future by the HSP/Harbour Parties against the Receiver and the Receivership Entities arising out of or relating to the claims that are being released in this Settlement Agreement by F&B, with the exception of the F&B Claim set forth in paragraph 11(a) above.

12. **Court Approval.** The parties acknowledge and agree that the terms and conditions of this F&B Settlement Agreement are subject to the approval of the Court in the SEC Matter, after notice deemed appropriate by the Court.

13. **Scope.** All Parties to this F&B Settlement Agreement agree that the consideration set forth in this Settlement Agreement is a complete compromise of matters involving disputed issues of law and fact. All Parties assume the risk that the facts or law may be other than they believe. It is understood and agreed by the Parties that this F&B Settlement Agreement is a compromise of doubtful and disputed claims, and the consideration and compliance with this F&B Settlement Agreement is not to be construed as an admission of liability on the part of the Parties. This F&B Settlement Agreement is entered into, at least in part, in order to avoid the time, expense, and uncertainty that would accompany litigation. It is expressly agreed and understood by the Parties that neither the releases nor any other provisions of this F&B Settlement Agreement are intended to release the Parties to this Settlement Agreement from claims arising out of the obligations created by this F&B Settlement Agreement.

14. **Choice of Law & Venue.** This F&B Settlement Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas. In the event of a dispute involving this F&B Settlement Agreement or any other documents executed in connection with this F&B Settlement Agreement, the Parties agree that venue and jurisdiction shall exclusively lie in the United States District Court for the Eastern District of Texas, Sherman Division, or, if such court does not have subject matter jurisdiction, in any court of competent jurisdiction in Texas.

15. **Representations & Warranties.** In entering into this F&B Settlement Agreement, the Parties represent that they have completely read the terms of this F&B Settlement Agreement, and that the terms are fully understood and voluntarily accepted by each of the Parties. The Parties each represent and warrant that prior to the execution of this F&B Settlement Agreement, each Party has had an opportunity to consult with independent counsel of its own choice in negotiating this F&B Settlement Agreement, and this Settlement Agreement is the result of arm's length negotiation among the Parties. The Parties acknowledge that each has had the benefit of counsel of its choice and has been afforded an opportunity to review this Settlement Agreement and the documents relating to the settlement with its chosen counsel. Each signatory Party represents and warrants that it has the sole right and exclusive capacity to execute this F&B Settlement Agreement on behalf of the Party to this F&B Settlement Agreement on whose behalf the signatory purports to act. Each of the signatories to this F&B Settlement Agreement expressly represents and warrants that he has executed this F&B Settlement Agreement with authority to act for the Party for which the signatory has signed and to bind said Party to the rights and obligations set forth herein.

16. **Attorney's Fees.** Each Party agrees to pay all of its own legal fees, costs, and expenses that the Party incurred in regard to the negotiating, drafting, and signing of this F&B Settlement Agreement and in regard to the investigation of the claims asserted by the Receiver and the defenses raised by F&B.

17. **Construction.** Should any clause, sentence, provision, paragraph or part of this F&B Settlement Agreement for any reason whatsoever be adjudged by any court of competent jurisdiction, or be held by any other competent government authority having jurisdiction, to be invalid, unenforceable, or illegal, such judgment or holding shall not affect, impair, or invalidate the remainder of this F&B Settlement Agreement, but shall be confined in its operation to the

clause, sentence, provision, paragraph, or part of this F&B Settlement Agreement directly involved, and the remainder of this F&B Settlement Agreement shall remain in full force and effect. Each Party has cooperated in the drafting and preparation of this F&B Settlement Agreement. Therefore, in any construction to be made of this F&B Settlement Agreement, this F&B Settlement Agreement shall not be construed against the Party who drafted the F&B Settlement Agreement.

18. ***Entire Agreement.*** This F&B Settlement Agreement contains the entire agreement between the parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the partners, members, successors, and assigns of each, and that no promise, representation, warranty, or covenant that is not included herein has been, or is, relied upon by the Parties. This F&B Settlement Agreement supersedes all prior agreements and understandings of the parties relating to the subject matter of this F&B Settlement Agreement, other than as fully incorporated herein.

19. ***No Waiver.*** The failure of any Party to this F&B Settlement Agreement to enforce at any time, or for any period of time, any one or more of the terms and conditions of this F&B Settlement Agreement shall not be a waiver of such terms or conditions or of such party's right thereafter to enforce each and every term and condition of this F&B Settlement Agreement.

20. ***Descriptive Headings.*** The descriptive headings of the paragraphs in this Settlement Agreement are inserted for reference purposes only and do not constitute a part of this Settlement Agreement, nor are they intended in any way to affect the meaning or interpretations of this Settlement Agreement.

21. ***Modification.*** No modification or amendment of this F&B Settlement Agreement shall be of any force or effect unless made in writing and executed by all of the Parties.

22. ***Multiple Counterparts.*** This F&B Settlement Agreement may be executed by the Parties in multiple counterparts, including facsimile copies, each of which shall be considered an original of this F&B Settlement Agreement and all of which, taken together, shall constitute one in the same instrument.

23. ***Effective Date.*** This F&B Settlement Agreement shall be effective as of the date approved by the District Court in the SEC Matter, except as otherwise agreed in this F&B Settlement Agreement.

AGREED TO AND APPROVED BY:

The Receiver:

Dated: January ____, 2014

By: _____
Keith M. Aurzada, as Receiver

MDA REALTY HOLDINGS, LLC

Dated: January ____, 2014

By: _____
Name: _____
Title: _____

MVB REALTY HOLDINGS, LLC:

Dated: January ____, 2014

By: _____
Name: _____
Title: _____

LF REALTY HOLDINGS, LLC:

Dated: January ____, 2014

By: _____
Name: _____
Title: _____

48TH STREET HOLDINGS LLC:

Dated: January ____, 2014

By: _____
Name: _____
Title: _____

F&B NOTE HOLDING, LLC:

Dated: January ____, 2014

By: _____
Name: _____
Title: _____