

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “**Agreement**”) is entered on the last day set forth on the signature pages between Stewardship Fund, LP (“**Stewardship**”), through its duly appointed receiver Keith Aurzada, (“**Aurzada**”) and Bank of America, N.A. (“**BANA**”). In the remainder of this Agreement, Stewardship, Aurzada and BANA will be referred to collectively as the “**Parties**”.

### RECITALS

This Agreement is entered into with reference to the following facts:

WHEREAS, BANA, either directly or through one or more intermediaries, originally owned the following loans:

1. Loan number 22780981, borrowers Kelli & Timothy Adams
  2. Loan number 22780796, borrower Richard Grey
  3. Loan number 22780828, borrower Vania Goodman
- (collectively, the “**Loans**”);

WHEREAS, BANA sold the Loans to Home Servicing, LLC (“**Home Servicing**”) and Home Servicing sold the Loans to Stewardship;

WHEREAS, Stewardship is currently a party to civil litigation initiated by the Securities Exchange Commission, and Aurzada is acting in his capacity as the Receiver for Stewardship in such litigation;

WHEREAS, the Parties would like to exchange mutual releases and effectuate a transfer of the Loans from Stewardship to BANA;

NOW THEREFORE, in consideration for BANA paying Stewardship a total of Ten Thousand Dollars (\$10,000.00), the parties agree to exchange the following mutual releases and to transfer the Loans to BANA.

Details of the Agreement are as follows:

### AGREEMENT AND RELEASES

**A. Recitals.** The Recitals set forth above are incorporated by reference and are made a part of this Agreement.

#### **B. OBLIGATIONS OF BANA**

BANA will send Aurzada a check for Ten Thousand Dollars (\$10,000.00). The check will be forwarded to Aurzada after receipt of fully executed copies of a W-9 and this Agreement.

### **C. OBLIGATIONS OF STEWARDSHIP**

Stewardship shall release, waive, remise, acquit, satisfy, and forever discharge BANA and Home Servicing, in addition to any agents or affiliates of BANA or Home Servicing, nominees, predecessors, successors, assigns and assignees or any agent acting or purporting to act for them or on their behalf (collectively the “**BANA Releasees**”), and each of them respectively, from and against any and all liability now accrued on account of any and all actions, causes of action, claims, defenses, affirmative defenses, suits, controversies, agreements, promises and demands of every kind and nature whatsoever, whether known or which through exercise of reasonable diligence should have been known, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys’ fees, costs of litigation, expenses, claims and demands whatsoever, in law or in equity, Stewardship, or its attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the BANA Releasees, for, upon, or by reason of any matter, cause or thing, whatsoever, in law or equity, relating to the claims made or which could be made by Stewardship arising from or related to the purchase of the Loans.

***Covenant Not to Sue.*** Stewardship agrees not to cause claims to be made with any court or other forum against the BANA Releasees for any matter within the scope of the releases contained herein.

***Confidentiality.*** Stewardship shall hold the terms and facts of this Agreement confidential and shall not disclose them to any person or entity other than their attorneys or other professional advisors who is not a party without prior written consent from all parties, *provided, however*, that nothing in this Agreement may prevent or restrict Stewardship from filing this Agreement with the Court. Additionally, Stewardship represents that it has not, at any point prior to the signing of this Agreement, contacted any media outlets concerning or relating to the subject matter of this Agreement or any of the facts surrounding this Agreement. Stewardship also understand and agrees that it will not contact or in any way engage with any media outlets subsequent to the signing of this Agreement concerning or relating to the subject matter of this Agreement. This confidentiality provision and agreement is a material term of this Agreement, the breach of which the Parties hereby agree will cause the Parties irreparable harm.

### **D. NO WARRANTY**

The transfer of the Loans by Stewardship as contemplated in this Agreement is made on a quitclaim basis, and Stewardship makes no warranty as to, without limitation, the value, chain of ownership, payment history, collectability, security, state of the public records, or any other aspect of the Loans or any agreements relating to any of the Loans. BANA agrees not to cause claims to be made with any court or other forum against Stewardship for any matter within the scope of this Paragraph.

## **E. REPRESENTATIONS AND WARRANTIES**

1. The Parties hereby represent, warrant, acknowledge, and affirm the following:

**Consideration.** The consideration received in connection with this Agreement is fair, adequate, and substantial and consists only of the terms set forth in this Agreement.

**No Admission of Liability.** This Agreement does not constitute, nor shall it be construed as, an admission of liability by any of the Parties to this Agreement.

**Choice of Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of North Carolina.

**Forum Selection.** Should any dispute arise relating to the execution of this Agreement, each Party agrees to resolve said dispute in good faith. Should the parties fail to resolve said dispute, each Party agrees to participate in mediation prior to filing suit.

**Severability.** Except for the obligations of BANA in Section B of this Agreement and the Obligations of Stewardship in Section C of this Agreement, the invalidity, illegality or enforceability of any other provision of this Agreement, pursuant to judicial decree or otherwise, shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**Successors.** This Agreement shall be binding upon the successors and/or assigns of the Parties.

**Time is of the Essence.** Time is of the essence to this Agreement.

**Amendments.** This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties.

**Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. This Agreement and any other documents referred to in this Agreement are intended by the Parties as a final expression of their Agreement with respect to the settlement of the matters described herein, and are intended as a complete statement of the terms and conditions of their settlement, and supersedes and replaces all prior negotiations and agreements between the Parties, whether written or oral.

**Additional Actions.** The Parties agree to take such additional actions, including the execution and delivery of any additional documents, reasonably necessary to effectuate the provisions of the Agreement.

**Attorneys' Fees.** In the event any party hereto institutes legal proceedings in connection with, or for the enforcement of this Agreement or any provision hereof, the prevailing party shall be entitled to recover from the losing party its costs, including reasonable attorneys' fees, at both trial and appellate levels.

**Capacity.** The individuals whose signatures are affixed to this Agreement in a representative capacity represent that they are authorized to execute the Agreement on behalf of and to bind the entity on whose behalf the signature is affixed.

**Headings.** The paragraph and section headings contained in this Agreement are included for convenience only, and no heading shall alter the meaning of any provision.

**Court Approval.** This Agreement is subject to Court approval and shall not be binding on any Party unless and until approved by the Court. Aurzada shall file a motion to approve this Agreement with the Court within two (2) business days of its execution.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below.

**Bank of America, N.A.**

By: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 2014, by \_\_\_\_\_ for **Bank of America, N.A.**

He/She is \_\_\_\_\_  
as identification.

personally k

\_\_\_\_\_(SEAL)  
Printed/Typed Name:

Notary Public-State of \_\_\_\_\_  
Commission Number:

**By: Keith Aurzada**  
**Its: Receiver**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 2014, by Keith Aurzada as Receiver for **Stewardship Fund, LP.**

He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_(SEAL)  
Printed/Typed Name:

Notary Public-State of \_\_\_\_\_  
Commission Number: