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4 PAYMENTS

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT and RELEASE AGREEMENT (the "Agreement") is made this ~~May 10, 2011~~ (the "Effective Date") by and between Bank of America, N.A. ("Bank"), its subsidiaries, parents and affiliates and LEONARD [REDACTED] (individually and, if more than one, collectively "Borrower(s)"). The Borrower is sometimes referred to as "Obligor". The Bank and the Obligor are sometimes referred to collectively as the "Parties".

WHEREAS, pursuant to certain loan documents executed by Obligor on or about December 26, 2000, the Bank loaned to Borrower the original principal amount of \$25,000.00, Bank Loan #0000 [REDACTED] ("Loan"). All loan and/or credit agreements, notes, security agreements, mortgages, assignments of leases and rents or any other documents executed and delivered to Bank by Obligor in connection with the Loan, as they may have been amended, restated, supplemented or modified from time to time are collectively referred to herein as the "Loan Documents".

WHEREAS, the total outstanding balance of the Loan as of the date hereof is \$32,466.36, which represents principal plus accrued but unpaid interest, late charges and other costs incurred by the Bank. The outstanding principal balance of the Loan plus all accrued interest, late charges, and all amounts owed to Bank in connection with the enforcement of its rights under the Loan Documents as of the date of this Agreement are hereinafter collectively referred to as the "Total Indebtedness".

WHEREAS, each Obligor is unconditionally liable for immediate payment in full of the Total Indebtedness and the performance of such Obligor's covenants under the Loan Documents.

WHEREAS, the Parties, in order to avoid additional expense, inconvenience and consequences, desire to compromise and settle all potential claims arising out of or relating to the Loan and the Loan Documents.

NOW, therefore, in consideration for the foregoing, and other good and valuable consideration, the Parties intending to be legally bound by this Agreement agree as follows:

1. On or before May 31, 2011, the Borrower shall pay the Bank the sum of \$1,000.00 by delivery of certified funds to the order of Bank in full for the first payment. On or before June 30, 2011, the Borrower shall pay the Bank the sum of \$1,000.00 by delivery of certified funds to the order of Bank in full for the second payment. On or before July 31, 2011 the Borrower shall pay the Bank the sum of \$1,000.00 by delivery of certified funds to the order of the Bank in full for the third payment. On or before August 31, 2011, the Borrower shall pay the Bank the sum of \$1,500.00 by delivery of certified funds to the order of Bank in full for the last payment and of any claims the Bank may have against the Obligor arising out of or related to the Loan and the Loan Documents.

2. Upon execution and delivery of this Agreement by each Obligor and receipt of and clearing of payment representing full payment of the Settlement Amount, the Bank shall return to Borrower a fully executed copy of this Agreement whereupon Bank will be deemed to have released and discharged Obligor from any and all claims, debts, obligations or liabilities arising from or in connection with the Loan and the Loan Documents.

3. Each Obligor hereby releases the Bank and its predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parent corporations, subsidiaries and affiliates (collectively referred to as "Affiliates"), jointly and severally from any and all claims, counterclaims, demands, damages, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands and causes of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortious interference, usury or control), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law,