

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (“Settlement Agreement”) is entered into this ___ day of September, 2018, by and between Mary D. Slaey (“Slaey”) and William J. Mountjoy (“Mountjoy”) and they are collectively referred to herein as the “Parties.”

WHEREAS, the Parties wish to enter into a global resolution of all financial dealings, ownership of real and personal property and all other controversies or disagreements between the Parties up to the date of this Settlement Agreement without admission of liability or fault of any party.

WHEREAS, Slaey and Mountjoy have entered into a Consent Order settling Proofs of Claim (“Consent Order”) in the U.S. Bankruptcy Court for the Eastern District of Virginia, Alexandria Division in a Chapter 7 case entitled Mary D. Slaey, Case No. 13-10541-BFK, wherein Slaey has agreed to continue paying one-half (1/2) of the mortgage on real property located at 11195 Gunston Road, Lorton, Virginia 22079 (“Gunston Road Property”) in exchange for Mountjoy’s withdrawal of Proof of Claim Nos. 12, 13, 17, 18, and 19. A copy of the Consent Order is attached marked Exhibit “1”.

WHEREAS, the Parties agree to perform a prompt financial reconciliation of the Parties’ joint ownership of the Gunston Road Property based upon the monetary contributions made by the respective Parties in accordance with Virginia law. If the Parties are unable to come to a mutually satisfactory agreement to buy out the other’s interest in the Gunston Road Property, either Party shall be free to file a Partition action in the Fairfax County Circuit Court.

WHEREAS, Mountjoy agrees to endorse quit claim deeds to convey his interests in real property located at 402 Roland Street, Vienna, Virginia 22180 and two unimproved lots, #10 and #11 in Bayside South, Santa Rosa County, Avalon Beach, Florida. The preparation costs of the quit claim deeds and the court filing fees and transfer costs will be paid by Slaey.

WHEREAS, Mountjoy will pay Slaey the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) pursuant to the following schedule: TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) on or before October 15, 2018 with seven (7) additional payments by the fifteenth (15th) day of each month thereafter with a final payment due on May, 15, 2019.

WHEREAS, Mountjoy shall retitle his 1997 Formula boat and trailer, which is currently titled in his name to William J. Mountjoy and Mary D. Slaey, jointly. The transfer fees will be paid by Slaey.

WHEREAS, Mountjoy agrees not to contest any motion made by Slaey to have her Chapter 7 bankruptcy case dismissed.

WHEREAS, the Parties have split joint house operating expenses on the Gunston Road Property fifty-fifty percent (50%-50%) since February 2013 to include real estate property taxes

and monthly utility bills and yard/pool maintenance fees which were itemized in the spreadsheet which was attached to Mountjoy's Proof of Claim No. 19, in Slaey's bankruptcy case.

The Parties have not maintained the spreadsheet since September, 2017 and agree to provide entries to make it current and to continue making these joint expense payments until the Gunston Road Property is partitioned, sold, or one Party buys the other Party's interest in said Property.

WHEREAS, the Parties hereto agree to enter into a Joint Mutual Release which is a part of this Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and agreements set forth herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Part of Settlement Agreement. The Recitals set forth above constitute a material part of this Settlement Agreement and are incorporated herein by reference.

2. Slaey's Release of Mountjoy. Upon execution of this Settlement Agreement by both parties, Slaey and her employees, agents, attorneys, and representatives do hereby release, acquit and forever discharge Mountjoy and his employees, agents, attorneys, representatives and his respective successors, heirs and assigns from any and all manner of action, cause or causes of actions, suits, obligations, debts, demands, accounts, claims, sums of money, accounting, reckonings, bonds, bills, liabilities, controversies, damages, judgments, executions, and complaints, whether known or unknown, contingent or matured, in law or in equity, which Slaey has or ever has had by reason of any matter, cause or thing, which in any way relate directly or indirectly to the subject matter of this Settlement Agreement.

3. Mountjoy's Release of Slaey. Upon execution of this Settlement Agreement by both parties, Mountjoy and his employees, agents, attorneys, and representatives do hereby release, acquit and forever discharge Slaey and her employees, agents, attorneys, representatives and her respective successors, heirs and assigns from any and all manner of action, cause or causes of actions, suits, obligations, debts, demands, accounts, claims, sums of money, accounting, reckonings, bonds, bills, liabilities, controversies, damages, judgments, executions, and complaints, whether known or unknown, contingent or matured, in law or in equity, which Mountjoy has or ever has had by reason of any matter, cause or thing, which in any way relate directly or indirectly to the subject matter of this Settlement Agreement.

4. Confidentiality. The contents of this Settlement Agreement, the history and causes of the Parties' differences, the facts and circumstances relating to any and all negotiations and communications between the Parties and/or their attorneys ("Confidential Information") shall be treated as strictly privileged, confidential, and secret. No Confidential Information shall be used, referred to, disclosed, discussed, or disseminated without the express written consent of both Parties, except as may be reasonably necessary in a *bona fide* action or proceeding to enforce the terms of this Settlement Agreement. If so used, the Confidential Information shall be sealed and protected from public disclosure to the maximum extent permitted by the law.

Nevertheless, the Parties may divulge as much Confidential Information as may reasonably be necessary, and no more, for the purpose of obtaining confidential, professional guidance or advice from the Parties' attorney(s), accountant(s), financial advisors, or agents, or as otherwise required by law. Any such agent shall first be required to agree in writing to be bound and to abide by these terms of confidentiality, a copy of which shall be provided within three (3) business days to counsel for the other Party. In the event that a Party receives legal process that may require disclosure of Confidential Information, the Party in receipt of such process shall promptly and efficiently provide actual notice to the other Party or their attorney of the circumstances and take all steps reasonably necessary to cooperate with the effort of such other Party to interpose an objection and/or other legal means to avoid or limit such threatened disclosure.

5. No Disparagement. The Parties agree that neither they, their immediate family members, their agents, their attorneys, or their agents—or any third party to whom they may have previously disclosed Confidential Information—shall make any disparaging remarks, which includes any words, signs, or other communications that could reasonably be anticipated to damage or reflect negatively on the reputation and goodwill of any other Party.

6. No Encouragement of Claims by Others. The Parties hereby agree that neither they, their immediate family members, their attorneys, their agents, or their representatives—or any third party to whom they may have previously disclosed Confidential Information or intend to disclose Confidential Information—shall in any way solicit, incite, or encourage any other person to pursue any claim, demand, lawsuit, or action against the other Party. No Party shall knowingly assist any individual, organization or entity in initiating any such claim or proceeding against the other Party. Nothing herein is intended to interfere with a Party's responsibility to cooperate and participate in an independent investigation or proceeding lawfully conducted by an appropriate federal, State, or local regulatory or law enforcement agency.

7. Indemnification. In the event of a breach, violation, or threatened violation of any of the provisions of this Settlement Agreement, either Party may bring an action against the other Party for legal or equitable relief. The Party substantially prevailing in such an action shall be entitled to recover, in addition to any other appropriate legal or equitable relief, all reasonable attorneys' fees incurred in connection with such action.

8. Understanding this Settlement Agreement. The Parties agree that they are entering into this Settlement Agreement freely and voluntarily and after due thought and consideration to all of the relevant facts and circumstances regarding the resolution of the claims and disputes described in this Settlement Agreement, and any other disputes between them related thereto. The Parties acknowledge that they have had the opportunity to seek legal advice of their own choosing independent of the choice of the other. The Parties acknowledge that they have read the Settlement Agreement fully, they understand it, and they assent to it.

9. Final Entire Agreement. The Parties hereto acknowledge that this Settlement Agreement contains the full, complete and final understanding and agreement between the Parties regarding the resolution of the claims and disputes described in this Settlement Agreement, and any other disputes between them related to the Dispute. This Settlement

Agreement shall not be modified, changed, altered, waived, supplemented, discharged or cancelled, orally or in any manner except by agreement in writing executed by the Parties with the same formality as this Settlement Agreement.

10. Execution. This Settlement Agreement shall become effective upon its execution by all signatories, each of whom hereby represents that they have full authority to enter into, execute and bind their principles to the terms and conditions of this document.

11. Successors, Predecessors, Etc. This Settlement Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors, predecessors, heirs and assigns.

12. Governing Law. This Settlement Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. The Parties expressly agree to submit to the personal jurisdiction of the Commonwealth of Virginia.

13. Severability. If any provision of this Settlement Agreement is found or held to be unenforceable or invalid, then all other provisions of this Settlement Agreement shall continue to be in full force and effect, unless the part found or held to be unenforceable causes a substantial change in the basic intentions and bargain of the Parties.

14. Authority. Each person signing this Settlement Agreement warrants and acknowledges that he or she is an agent of the party indicated, acting within the scope of his or her authority. Each person signing this Settlement Agreement further warrants and acknowledges that he or she has full authority to execute this Settlement Agreement on behalf of his or her principal and to bind his or her principal to all of the terms and conditions contained herein.

15. Counterparts. This Settlement Agreement may be executed in any number of counterparts, including copies by facsimile or electronic mail which shall be deemed originals, all of which together shall constitute one original Settlement Agreement.

16. Time of the Essence. Time is of the essence on all of the Parties' obligations under this Settlement Agreement.

17. Admission of Liability. This Settlement Agreement is a compromise of a disputed matter and may not be construed as an admission by any Party of liability.

18. Miscellaneous.

(a) Unless the context otherwise requires, whenever used in this Settlement Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice-versa.

(b) The descriptive headings of the several sections and paragraphs of this Settlement Agreement are inserted for convenience only and are not intended to constitute a part

of this Settlement Agreement or to affect the meaning or interpretation of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement.

DATE

MARY D. SLAEY

COMMONWEALTH OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Mary D. Slaey, who is personally known to me as, or who has satisfactorily proven to be said person, a party in the foregoing Settlement Agreement and Mutual Release of All Claims, personally appeared before me in the said jurisdiction and acknowledged the same to be her act and deed.

Notary Public
My Commission Expires: _____

DATE

WILLIAM J. MOUNTJOY

COMMONWEALTH OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that William J. Mountjoy, who is personally known to me as, or who has satisfactorily proven to be said person, a party in the foregoing Settlement Agreement and Mutual Release of All Claims, personally appeared before me in the said jurisdiction and acknowledged the same to be his act and deed.

Notary Public
My Commission Expires: _____