

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into this 16th day of April, 2014 by and among Boyce & Isley, PLLC now known as Boyce & Boyce, Eugene Boyce, R. Daniel Boyce, Philip R. Isley and Laura B. Isley (“Plaintiffs”) and Roy A. Cooper, III, The Cooper Committee, and Julia White (“Defendants”).

### RECITALS

WHEREAS, Plaintiffs instituted a civil action against Defendants currently pending in Wake County, North Carolina, Superior Court File No. 00 CV 12776 (hereinafter referred to as the “Lawsuit”);

WHEREAS, Plaintiffs and Defendants have resolved the Lawsuit and all claims as between them; and

WHEREAS, Defendants have provided a Statement of Roy Cooper, Julia White and Cooper Committee and Defendants’ insurers (St. Paul Guardian d/b/a Metropolitan Property and Casualty Insurance Company, Travelers, St. Paul, NorthBrook, Northland and all of their respective affiliates, predecessors, successors, assigns, transferees, representatives, attorneys, and agents (“Insurers)) have agreed to pay costs in the amount of \$75,000 and pay mediation fees of the mediator (collectively “Consideration”).

NOW, THEREFORE, in consideration of the foregoing, the adequacy of which is hereby acknowledged, and the promises contained herein, Plaintiffs and Defendants hereby promise and agree as follows:

#### 1.0 RELEASE

1.1 Plaintiffs, on behalf of themselves and their predecessors, successors, assigns, transferees, representatives, insurers, trustees, attorneys and agents hereby and forever release and discharge any and all claims that Plaintiffs, as of this date, had or have against Defendants and Stephen Bryant and Kristi Hyman, their predecessors, successors, assigns, transferees, representatives, Insurers, trustees, attorneys (specifically including all attorneys of record in this Lawsuit) and agents, including but not limited to any and all allegations alleged or that could have been alleged in the civil action brought by Plaintiffs directly against Defendants and former Defendants in the Wake County Superior Court, File No. 00 CV 12776, including the truth or falsity of any aspect of the political ad set out in that Lawsuit.

1.2 Defendants, on behalf of themselves and their predecessors, successors, assigns, transferees, representatives, Insurers, trustees, attorneys and agents hereby and forever release and discharge any and all claims that Defendants, as of this date, had or have against Plaintiffs their predecessors, successors, assigns, transferees, representatives, Insurers, trustees, attorneys (specifically including all attorneys of record in this Lawsuit) and agents, including but not limited to any and all allegations alleged or that could have been alleged in the civil action brought by Plaintiffs directly against Defendants and former Defendants in the Wake County

Superior Court, File No. 00 CV 12776, including the truth or falsity of any aspect of the political ad set out in that Lawsuit.

1.3 It is understood and agreed that this settlement is the compromise of disputed claims and intended to resolve all matters in controversy and to end the Lawsuit.

## 2.0 MUTUAL COVENANT NOT TO SUE

2.1 Plaintiffs agree that none of them will sue Defendants, their predecessors, successors, assigns, transferees, representatives, Insurers/insurers, trustees, attorneys or agents and Defendants agree that none of them will sue Plaintiffs, their predecessors, successors, assigns, transferees, representatives, insurers, trustees, attorneys or agents for statements or comments made about the resolution of this matter, this Settlement Agreement and Release, or any other aspect of this Lawsuit.

## 3.0 ADVICE OF OWN LEGAL COUNSEL

3.1 Plaintiffs and Defendants hereby declare and represent that they are effecting this settlement and executing this Agreement after having received from their own legal counsel full legal advice as to their rights.

## 4.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

4.1 Plaintiffs and Defendants represent and warrant that no other entity has, or has had, any interest in the claims, demands, obligations, or causes of action referenced in this agreement; that the Plaintiffs and Defendants have the sole right and exclusive authority to execute this agreement, and Plaintiffs have the sole right to receive the Consideration specified herein; and that the parties to this agreement have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of actions referenced in this agreement.

## 5.0 NO ASSIGNMENT OF RIGHTS AND CLAIMS/INDEMNIFICATION

5.1 Plaintiffs hereby represent and declare that Plaintiffs are the sole owners of the rights and claims settled herein; that Plaintiffs have not assigned said rights and claims to any third party; and that in the event the contrary is true, Plaintiffs hereby agree to indemnify and hold harmless the Defendants from any claims and damages (including attorney's fees and costs) arising out of any claim(s), causes of action and/or complaints for damages against Defendants by any third parties.

## 6.0 ATTORNEY FEES

6.1 Except as otherwise specified as part of the Consideration, Plaintiffs and Defendants shall bear their own costs and attorney's fees incurred in prosecuting and/or defending this action.