

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

POPTECH, L.P., individually, and on behalf of a
class of others similarly situated,

Plaintiff,

Civil Action No. 3:10-cv-967 (SRU)

v.

STEWARDSHIP CREDIT ARBITRAGE FUND,
LLC; et al.,

Defendants.

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled, *Poptech, L.P. v. Stewardship Credit Arbitrage Fund, LLC*, Case No. 3:10-cv-967 (SRU), you must complete and, on page 7 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of Settlement in this Litigation.

3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JUNE 27, 2014 ADDRESSED AS FOLLOWS:**

Stewardship Litigation
Claims Administrator
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

If you are NOT a Member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Actions (“Notice”), DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class and have not properly excluded yourself, you are bound by the terms of any judgment entered in the Litigation, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

II. DEFINITIONS

1. “Class” means all persons (as defined in the Parties’ Settlement and Assignment Agreement) who invested or otherwise contributed to the Stewardship Fund during the period February 6, 2006 through and including September 25, 2008. Excluded from the Class are persons who validly and timely exclude themselves from the Settlement Class; persons who have settled with and released Seidenwar from individual claims substantially similar to those alleged in the Litigation or Persons who have had adjudicated claims substantially similar to those alleged in this Litigation; current and former officers, directors, or employees of the Fund, SIA, Acorn, or the subsidiaries, and affiliates of the Fund, SIA, and Acorn; the Honorable Judge Stefan R. Underhill; and members of the Individual Defendants’ immediate families.

2. “Class Period” means the time period from February 6, 2006 to and including September 25, 2008.

3. “Defendants” means Stewardship Credit Arbitrage Fund, LLC, Stewardship Investment Advisors, Acorn Capital Group, LLC, Marlon Quan, Gustav E. Escher, III, Paul Seidenwar and Robert Bucci.

III. CLAIMANT IDENTIFICATION

1. If you invested or otherwise contributed to the Stewardship Fund during the Class Period then, you are the beneficial purchaser as well as the record purchaser.

2. Use Part 1 of this form, which is entitled “Claimant Identification,” to identify each purchaser of record (“nominee”), if different from the beneficial purchaser of Stewardship Investments. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF STEWARDSHIP FUND UPON WHICH THIS CLAIM IS BASED.**

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of the Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form, which is entitled “Schedule of Transactions in the Stewardship Fund,” to supply all required details of your Stewardship Fund investments and sales during the Class Period. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to *all* of your investments and *all* of your sales of investments in the Stewardship Fund which took place at any time between February 6, 2006 and September 25, 2008, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Class Period separately and in chronological order, by investment date, beginning with the earliest. You must accurately provide the month, day and year of each investment you list.

4. The above instructions are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant’s cost.

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT
Poptech, L.P. v. Stewardship Credit Arbitrage Fund, LLC, et al.
Case No. 3:10-cv-967 (SRU)

**Must Be Postmarked No Later Than:
June 27, 2014**

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Record Owner's Name (First, Middle, Last) (if different from beneficial owner listed above)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security Number

Tax ID

Account Type:

- Individual
- Corporation/Other

Telephone (work)

Telephone (home)

Email

PART II: SCHEDULE OF INVESTMENTS IN STEWARDSHIP FUND

A. Total amount of membership interests held by you at the close of business on February 5, 2006:

B. Purchases of Stewardship membership interests (after the close of trading on February 5, 2006 through, and including, September 25, 2008):

Purchase Date Mo./Day/Year		Amount of Interest Purchased		Purchase Price for Interests (excluding commissions)	
1.		1.		1.	
2.		2.		2.	
3.		3.		3.	

C. Between February 6, 2006 and September 25, 2008, inclusive, you purchased the following amount of interest in the Stewardship Fund: _____ (If none, write 0)

D. Sales, Withdrawals or Redemptions of Stewardship Interest (February 5, 2006 – September 25, 2008, inclusive):

Trade Date Mo./Day/Year		Amount of Interest sold, withdrawn or redeemed		Total Sales or Redemption Cost	
1.		1.		1.	
2.		2.		2.	
3.		3.		3.	

E. Number of interests of the Stewardship Fund held by you on September 25, 2008:

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Settlement and Assignment Agreement dated as of August 7, 2013 (“Settlement Agreement”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Connecticut, with respect to my claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator or Plaintiffs’ Class Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the investment or contribution to the Stewardship Fund during the relevant time period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. Representative Plaintiffs and the Settlement Class do hereby forever release and discharge Seidenwar from any and all claims, causes of action, damages, losses, debts, obligations, agreements, liabilities, attorneys' fees, costs and expenses, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, and whether arising under state law, federal law, common law or otherwise, which arise directly or indirectly out of any facts, events, or transactions that occurred from the beginning of time through the effective date of the Agreement relating to the Fund and the Fund-related claims.

It is not the intention of Seidenwar, Representative Plaintiffs, or the Settlement Class to release or discharge American International Specialty Lines Insurance Company from any of its liability to Seidenwar, Representative Plaintiffs, or the Settlement Class by way of the Insurance Policy or any other policies, nor is it the intent of Representative Plaintiffs and the Settlement Class to release or discharge Seidenwar from his obligations to satisfy the Final Judgment except as expressly provided for under the terms of the Settlement Agreement.

2. Notwithstanding any other provision in the Agreement to the contrary, after the conclusion of any litigation relating to the assignments or rights specified in Section 6 of the Settlement Agreement, in the event that Seidenwar files a petition for bankruptcy pursuant to Chapter 7, 11 or 13 of title 11 of the United States Code or an involuntary petition is filed against Seidenwar under Chapter 7, 11 or 13 of title 11 of the United States Code, or a receivership petition or application under state or federal law is filed against Seidenwar, the debt due to the Representative Plaintiffs and the Final Judgment will not be enforced and no claim of any kind or nature whatsoever shall be asserted or alleged in any bankruptcy case filed by or against Seidenwar or in any receivership action. Moreover, the Representative Plaintiffs hereby waive any right to any distribution in any bankruptcy case filed by or against Seidenwar or in any receivership action. Further, the Representative Plaintiffs' debt, claim, rights or Final Judgment against Seidenwar shall not be assigned, hypothecated or transferred and such transfer shall be of no force or effect. In the event of any such transfer, assignment or hypothecation, the debt due the Representative Plaintiffs and the Judgment will be deemed satisfied and discharged.

3. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the released claims (as defined above in Section VI, paragraph 1) against Seidenwar and his respective past or present affiliates, parents, subsidiaries, representatives, shareholders, creditors, partners, principals, officers, directors, employees, insurers, reinsurers, professional advisors, financial advisors, accountants, auditors, associates, general and limited partners and partnerships, heirs, executors, administrators, attorneys, agents, successors in interest (including but not limited to a trustee appointed in a Chapter 7 or 11 proceeding, a receiver, an assignee for the benefit of creditors, or any similar successors who were not named as parties in the Amended Complaint).

5. This release shall be of no force or effect unless and until the Court issues a Final Judgment approving the Settlement Agreement and it becomes effective on the Effective Date.

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) investments in the Stewardship Fund that occurred during the time period covered by this Proof of Claim and Release, and any sales of my investments in the Fund during the relevant time period.

SUBSTITUTE FORM W-9
Request for Taxpayer Identification Number (“TIN”) and Certification
PART I

NAME: _____

Check appropriate box:

- | | |
|--|--|
| <input type="checkbox"/> Individual/Sole Proprietor
<input type="checkbox"/> Corporation
<input type="checkbox"/> IRA
<input type="checkbox"/> Pension Plan | <input type="checkbox"/> Partnership
<input type="checkbox"/> Trust
<input type="checkbox"/> Other |
|--|--|

Enter TIN on appropriate line.

- For individuals, this is your Social Security Number (“SSN”).
- For sole proprietors, you must show your individual name, but you may also enter your business name or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).
- For other entities, it is your EIN.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

PART II
For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write “exempt” on the following line: _____

PART III
Certification and Release

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and
2. I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (We) declare and certify that I (we) understand that, by executing this Certification and Release, I (we) are specifically releasing and giving up forever all of the Released Claims against the Released Parties identified in Section VI of this Proof of Claim and Release Form.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, in _____,
(Month/Year) (City)

(State/County)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*,
Beneficial Purchaser, Executor,
Administrator, Trustee, etc.)

ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above certification and release.
2. Remember to attach supporting documentation.
3. Do not send original documents of any kind.
4. Keep a copy of your Proof of Claim and Release form and supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.