

Settlement Agreement and Release

This settlement agreement and release ("the settlement agreement") is entered into by and between [REDACTED] and [REDACTED] ("Seller"), [REDACTED] ("Guarantor," and referred to herein together with Seller and individually as the "Seller"), and [REDACTED] ("Purchaser," and referred to herein collectively with the Seller as the "Parties") on this [REDACTED] (THE "Effective Date").

WHEREAS, the parties entered into a Receivables Purchase agreement on January 8, 2019;

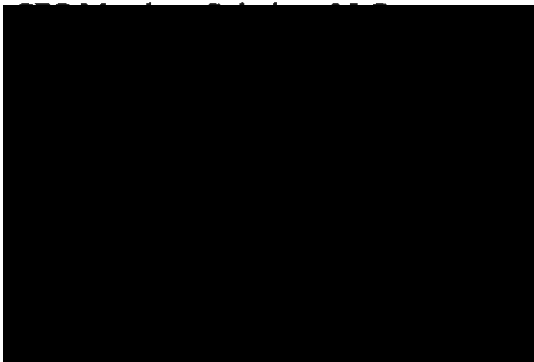
NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller shall pay to Purchaser the agreed "Settlement Amount" of \$10,000, as full and final satisfaction of the Receivables Purchase Agreement ("Purchase Agreement") entered between them on [REDACTED] by Wire Transfer, Ach or check to Purchaser as follows:

- List terms of settlement agreement/ repayment plan terms

- (1) First payment of \$10,000.00 due on or before [REDACTED]

Purchaser's wiring instructions are as follows:



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2. In the event of default in any of the above payments, Purchaser or its attorneys will deliver a written Notice of default to Seller via email at [REDACTED] and, if the default is not cured within five (3) days of receipt of such Notice of Default, the full balance (\$21,652.50), minus the sum of payments tendered under this Settlement Agreement, shall become then due.

3. Purchaser hereby covenants not to sue and forever releases, acquits, and discharges Sellers and any of their guarantors, agents, employees, officers, partners, principals, insurers, representatives, successors, transferees, or assigns, from any and all liability, claims, damages or demands Purchaser has now or may have in connection with said Merchant Agreement, unless there is a breach of this Settlement Agreement.
4. Upon Sellers' fulfillment of its obligations hereunder and the clearance of all payments in accordance with the terms of this Settlement Agreement, Sellers and any applicable guarantor of the sums due under the Receivables Purchase Agreement shall be relieved of any such further liability.
5. Within five (5) business days after Sellers' fulfillment of its obligations hereunder and the clearance of all payments in accordance with the terms of this Settlement Agreement, Purchaser terminates any/all UCC filings and liens previously filed by Purchaser against Sellers, and release any/all of Sellers' obligations to Purchaser pursuant to the Receivables Purchase Agreement, and Purchaser will so notify Sellers' attorney in writing.
6. This payment plan is free of any and all interest, cost, fees, and/or penalties.

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY HAVE READ THIS STIPULATED SETTLEMENT AGREEMENT IN ITS ENTIRETY AND HAVE THE FULL CAPACITY, POWER, AND AUTHORITY TO MAKE THIS AGREEMENT AS SET FORTH ABOVE, AND THAT NO OTHER REPRESENTATIONS OR INDUCEMENTS APART FROM THIS STIPULATED SETTLEMENT AGREEMENT, EITHER WRITTEN OR ORAL, HAVE BEEN MADE.

IN WITNESS WHEREOF, Sellers and Purchaser have hereunder set their hands and seals, this

27th day of Aug., 2019

