

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "SETTLEMENT AGREEMENT") is entered into by and between [REDACTED] ("Guarantor," and referred to herein together with Seller collectively and individually as the "Sellers"), and [REDACTED] ("Purchaser," and referred to herein collectively with the Sellers as the "Parties") on this 2/13/2018 (the "Effective Date").

WHEREAS, the parties entered into a Receivables Purchase agreement on 08/15/2017;

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

1. Seller shall pay to Purchaser the agreed "Settlement Amount" of **\$122,866.00** (If below payment plan defaults, Judgment balance of \$ 182,646.45, minus any payments received, will be enforced) as full and final satisfaction of the Receivables Purchase Agreement ("Purchase Agreement") entered between them on 08/15/2017 by [ACH] to Purchaser's attorney as follows:

- \$1,500.00 per WEEK for 6 weeks beginning 2/19/2018 then to increase to \$2,500.00 per WEEK, to be received by Purchaser's attorney no later than close of business (5 p.m. EST) on Monday of each WEEK.
- Down payment 2/13/2018- Will be in the form of a \$3,500.00 signed release form [REDACTED] and a \$3,200.00 Wire.

ACH agreement (Separate Document)

2. In the event of a default in any of the above payments, Purchaser or its attorneys will

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deliver a written Notice of Default to Seller via email at [REDACTED] and, if such default is not cured within Five (5) days of receipt of such Notice of Default, the full balance (\$182,646.45), 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 terminate 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, costs, 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.

SIGNATURES ON FOLLOWING PAGE

[REDACTED]

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IN WITNESS WHEREOF, Sellers and Purchaser have hereunder set their hands and seals, this 13th day of February, 2017.

<p>[REDACTED]</p> <p>Name: [REDACTED]</p> <p>Title: Owner</p> <p>[REDACTED] a/k/a "GUARANTOR"</p> <p>X [REDACTED]</p>	<p>ATTORNEY FOR [REDACTED] a/k/a "PURCHASER"</p> <p>X [REDACTED]</p> <p>Name: [REDACTED]</p> <p>The Law Office of [REDACTED]</p> <p>Title: <u>Managing Attorney</u></p>
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[REDACTED]

2/13/2018

TO: [REDACTED]

Re: [REDACTED]

[REDACTED]

[REDACTED] (hereinafter, collectively "Defendants")
hereby authorize the release of \$3,500.00, by bank or certified check payable to **The Law Office of**
[REDACTED] **Attorney Escrow Account**, from its account. The check must be
mailed to:

[REDACTED]

Once the bank creates the check and the above-mentioned funds are removed from the account, the levy/hold may be removed from the account.

FOR THE DEFENDANTS:

[REDACTED]

Print Name

[REDACTED]

Signature

Sworn to me before this:

13th day, of February 2018

[REDACTED]

tary Signature

FOR PLAINTIFF:

[REDACTED]

Print Name

[REDACTED]

Signature