

[REDACTED]

June 5, 2018

[REDACTED]

Borrower

[REDACTED]

Attention: [REDACTED], Personal Guarantor

Re: Settlement of [REDACTED]

Dear Mr. [REDACTED]

The purpose of this settlement letter is to memorialize the terms of settlement pertaining to [REDACTED]. Please be advised that the negotiations, terms, existence and form (including but not limited to a blank/redacted form) of this settlement letter are confidential, and Borrower as referred to above, Personal Guarantor[s] as referred to above, and its and or their attorneys or agents agree to keep same confidential.

As of today's date, there remains due and owing under the Loan a balance of [\$157,910.60] ("Total Balance Owing"). [REDACTED] ([REDACTED]), as lender, will settle the Total Balance Owing for \$52,110.50 ("Settlement Amount"), as long as the Settlement Amount (or if more than one payment is being made, the last of all payments) is received in full via wire on or before February 15, 2020.¹ \$52,110.50 to settle the account in full and satisfy your personal obligation if payment is made on, or prior to, June 8, 2018. A payment \$12,110.50 down payment June 15th by wire and 20 payments of \$2,000.00 a month to settle in full. If the Settlement Amount is not received on or before such date, this settlement shall be considered withdrawn; furthermore, we are not obligated to renew this settlement or any settlement. Because this settlement is conditional upon the last and final settlement payment as set forth herein being made and payments clearing, [REDACTED] may commence or continue as applicable furnishing credit reporting data of the Personal Guarantor[s] or any other personal guarantor of the Loan to any consumer credit reporting agency reflecting the unsettled terms of the Loan, including that the Total Balance Owing remains due and

¹ Wiring instructions are as follows. Beneficiary Name: [REDACTED] Account Number: [REDACTED] ABA/Routing Number: [REDACTED]. Bank: [REDACTED]. Please be aware we will continue to debit your account until we receive the Settlement Amount funds. Therefore, you must notify [REDACTED] prior to submitting the wire above to avoid continued ACH debits beyond the date of payoff.

outstanding; this notwithstanding, upon last and final settlement payment as set forth herein being made and payments clearing, [REDACTED] will update its data-furnishing tradeline to the consumer credit reporting agencies to which it has reported to reflect the Loan as settled in full or words to that effect.

Upon the last and final settlement payment as set forth herein being made and payments clearing, the Loan will be considered settled and [REDACTED] on the one hand, and [REDACTED] and [REDACTED] on the other hand, on behalf of themselves and their respective heirs, successors and assigns, effectively release each other and each other's respective officers, directors, members, managers, shareholders, parent companies, subsidiary companies, affiliate companies, attorneys and agents of and from any and all claims pertaining to the Loan.

Additionally, upon [REDACTED] written request, [REDACTED] will terminate any UCCs associated with the Loan. If you have any questions, please contact me at [REDACTED] [REDACTED]. Please fax or e-mail/PDF a signed copy of this letter to [REDACTED] [REDACTED].

[REDACTED] represents that it has full power and authority to compromise and settle the Loan as set forth herein, and that [SIGNER BELOW] has full authority to execute this settlement letter.

Kind Regards,

[REDACTED]

Accepted and Agreed to by [REDACTED], and [REDACTED] as personal guarantor, this 5th day of June, 2018.

[REDACTED]

By:
Its:

[REDACTED]