

**INSTALLMENT SETTLEMENT AGREEMENT**

WHEREAS, a corporation, [REDACTED] and, a corporation, [REDACTED] (" [REDACTED] "), by their signatures below stipulate that [REDACTED] is indebted to [REDACTED] in the sum of \$398,654.25 inclusive of attorneys' fees and costs, but agree to settle as follows:

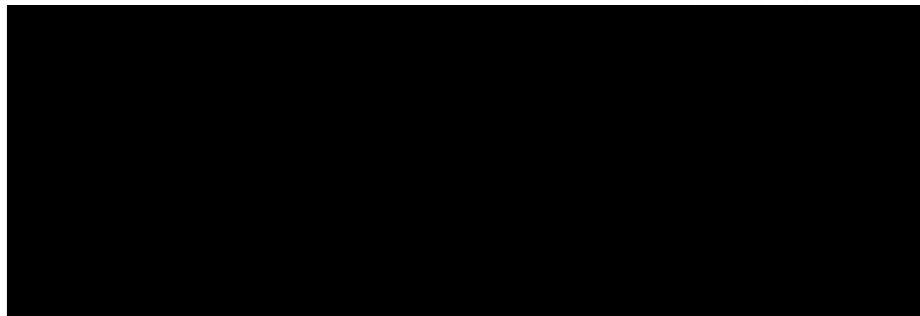
1. **NOW, THEREFORE**, in consideration of the recitals set forth above, mutual promises, covenants, releases and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, [REDACTED] and [REDACTED] hereby agree as follows:

a. [REDACTED] agrees to pay, and [REDACTED] agrees to accept, the total sum of **\$250,000.00 (6 monthly payments of \$5,000.00 and 22 monthly payments of \$10,000.00)** payable as follows:

1. Commencing on or before Thursday [REDACTED] the amount of \$5,000.00 shall be paid PRIOR to and NO LATER than 5:00 PM CST.

2. Then the remaining 27 monthly payments must be received on or before 5PM CST on the fifteenth (15th) of each month thereafter;

3.



4. There is no grace period (unless pre-arranged with counsel) and one missed payment will resume all legal and collection activity and all amounts paid shall be credited to the outstanding balance of the account in the following order: default fees and costs, attorneys' fees and costs, remaining balance not yet paid.

b. All payments shall be made via certified check delivered through the United Parcel Service (UPS) with tracking, except the first payment which will be delivered via wire transfer to the bank and account designated below by [REDACTED]

1. The wire transfer will be made by [REDACTED] to the following bank and account:

\_\_\_\_\_

2. The certified payments will be delivered to the following individual on behalf of \_\_\_\_\_ at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. If the total sum is paid timely and in full \_\_\_\_\_ agrees that no judgment shall be entered against \_\_\_\_\_ and that additional costs, interest, and attorneys' fees, if any, shall be waived.
- d. Default: If \_\_\_\_\_ shall default in payment hereunder, \_\_\_\_\_ shall be entitled to judgment and execution forthwith against \_\_\_\_\_ for the total amount still owed on the remaining settlement balance. Default is defined as payment not received by 5:00 PM CST on the due date.
- e. Waiver of Service: In the event of default, \_\_\_\_\_ hereby waives personal service of the summons, complaints, and other process may be made by registered or certified mail at the address set forth in the merchant agreement that is the subject of this action, If \_\_\_\_\_ address has changed, it shall be the responsibility of \_\_\_\_\_ to inform \_\_\_\_\_ of the new address. Service so made shall be deemed completed upon the earlier to occur of \_\_\_\_\_ actual receipt thereof or (3) days after deposit in the US Mail.
- f. Release: Upon delivery of final payment by \_\_\_\_\_, \_\_\_\_\_ releases, waives, acquits, and forever discharges \_\_\_\_\_ from any and all accounts, actions, agreements bonds, bills, causes of action, claims, contracts, controversies, costs, covenants, damages, disputes, debts, executions, judgments, lawsuits, liabilities, obligations, promises, reckonings, specialties, suits, stuns of money, trespasses, variances or whatever kind, nature, character or description, including without limitation, claims for monies, damages, costs, expenses, losses and attorneys' accountants, and experts' fees and expenses, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, which \_\_\_\_\_ may have or may claim to have, or which might have been alleged, against \_\_\_\_\_ with respect to, or arising out of, the Merchant Agreement.

- g. Counterparts and Facsimiles. This Agreement may be executed in multiple counterparts, each of which will be deemed an original Agreement, and all of which will constitute one agreement. Any signature in counterpart provided via facsimile and/or electronic mail with an adobe PDF attachment of this agreement will be deemed an original signature.
- 
- h. The Parties acknowledge that they have read this Agreement and by their signatures below, agree to the entry of same.

**TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

