

30% BUSINESS LOAN

SETTLEMENT AGREEMENT AND RELEASE

This release ("Release") dated as of October 4, 2018 is entered into by and between [REDACTED] LLC ("Company"), and [REDACTED] Services, Inc, [REDACTED] ("Borrower").

Each of the undersigned hereby agrees as follows as a resolution of payment for the \$65,000.00 Promissory Note ("Note") dated November 17, 2017:

1. Borrower is unable to pay the Note due to Company as a result of their current financial position and being unemployed. Borrower does not own any real property or any assets of substantial value. Borrower resides with family at [REDACTED] and has only been able to survive as a result of assistance from family. Borrower is unemployed without income and has been from the time the Cleaning Authority has been closed through the current date of the signing of this agreement. The only cash, bank accounts, investments they own amount to less than \$5,000. As a result of Borrowers inability to pay the Note, Company has agreed to accept a settlement for less than the amount owed. Any misrepresentation of this Section of the Release will void the entire Release and upon demand of the Company, Borrower will be immediately liable for the remaining Note balance less any payments made.
2. Borrower shall pay the amount of \$20,000.00, in clear funds, to Company on or before October 31, 2018. Failure to make such payment on a timely basis will result in the full amount of the Note, along with any fees and interest accrued under the original note, becoming immediately due and payable, excluding the amount of any payments made if any.
3. Each Party unconditionally releases and discharges the other party, and such other party's predecessors or successors in interest, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, rights, costs, losses, debts and expenses of any nature whatsoever. Each Party acknowledges and agrees that this Release is a final and general release.
4. Upon receipt of the total amount of funds specified in Section 2, Company unconditionally releases and discharges Borrower from any and all Claims that Company has or had by reason of any matter, fact or cause arising out of any events concerning the Note.
5. The Parties acknowledge that this Release does not constitute an admission by any party or any Released Party of any: (a) liability; (b) violation of any federal state or local statute, law, regulation, order or other requirement of law; (c) breach of contract, actual or implied; (d) commission of any tort; or (e) other civil wrong.
6. The Parties represent and warrant to each other that they have not brought any charge, claim, suit, action, or other proceeding against the other Party arising out of any events concerning the Note or any related matter inclusive of credit bureau records. In the even that either Party has brought any such charge, claim, suit, action, or proceeding, said Party will cause such charge, claim, suit, action, or proceeding to be dismissed with prejudice or removed from the credit bureau records. Neither Party will bring, or authorize an attorney to bring any charges, claims, suits, actions, or other proceedings against the other party arising out of any events concerning the Note or any related matter.
7. This Release shall not be construed with a presumption against the party causing this Release to be drafted.

10/24/18