

# 47% MCA LAWSUIT

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (hereinafter the "Agreement") is entered into by and between Nextwave Enterprises, LLC ("Company"), [REDACTED], LLC, ("Merchant") and [REDACTED] ("Party"). Company, Merchant and [REDACTED] may be collectively referred to as "parties" or singularly as "party".

**WHEREAS**, the parties entered into a certain agreement on November 10, 2014, where the Company would purchase future receivables from the Merchant (hereinafter "Merchant Agreement");

**WHEREAS**, the Merchant Agreement also contained a personal guarantee by [REDACTED];

**WHEREAS**, the Parties now mutually desire to resolve any and all issues relating to undelivered Future Receivables under the Merchant Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants contained in this agreement plus the mutual releases contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Delivery of Receivables.** Merchant and [REDACTED] (collectively "Payees") will deliver to the Company \$15,000.00 of future receivables, or the cash equivalent, on or before September 30, 2015. The Company agrees to a two day grace period for receipt of the \$15,000.00.

Should Payees fail to deliver the receivables or cash equivalent according to the terms set forth herein, the Company shall have the right to proceed in this matter in accordance with its contractual rights as set forth in the Merchant Agreement without further notice. Further, if Payees fail to make the deliveries as described above, the Company shall have the right to demand immediate payment of the entire outstanding balance under the Merchant Agreement. Further, if Payees fail to make the deliveries as described above, the Company shall have the right to file suit against Payees and the Parties agree that Payees will consent to a default judgment in any suit filed by the Company for breach of this Agreement or the Merchant Agreement.

**2. Abandonment of All Claims.** Payees agree to the abandonment of any pending litigation against the Company by Payees.

**3. Jurisdiction and Governing Law.** The Parties agree that any disputes arising out of or in connection with this Agreement or the Merchant Agreement shall be submitted to the exclusive jurisdiction of the Courts of the State of Florida and shall be governed by the laws of the State of Florida.

**4. Release of Guarantee.** Upon the delivery in full of the amount set forth in Paragraph 1, the Company releases any personal guarantee under the Merchant Agreement.

**5. Release.** Notwithstanding the foregoing, Payees hereby agree to remise, release and forever discharge the Company, including its respective shareholders, officers, directors, employees, agents, attorneys, representatives, affiliate companies, contractors, personal representatives, successors, transferees and assigns, if applicable, of and from all actions, causes of actions, suits, debts, contracts, judgments, injuries, damages, claims and demands whatsoever, whether known or unknown, at law or in equity including, but not limited to, any liability or damages arising from or in connection with the Merchant Agreement.

**6. Confidentiality.** The parties agree that all information, papers, communications, conversations and correspondence gathered in the course of the transaction that gave rise to this Agreement, including the existence of this Agreement and its terms and conditions, will be treated as confidential and shall not be communicated or disclosed to any other party in any manner or form. This confidentiality provision is a material provision of this Agreement, and any disclosure, communication or other violation of this provision will constitute a breach of this Agreement for which Payees may be liable for damages.