

SETTLEMENT AGREEMENT and RELEASE

This Settlement Agreement and Release (this "Settlement Agreement") is entered into as of November 12, 2025 (the "Effective Date"), by and among Cromwell Capital LLC ("Secured Party"), an entity duly organized and existing under the laws of the State of Florida, with an address at [REDACTED]

[REDACTED] (the "Merchant") and [REDACTED] he, "Guarantor," and together with Merchant, the "Debtor"). Debtor and Secured Party shall hereinafter be collectively referred to as the "Parties."

WHEREAS, the Parties entered into a certain agreement, dated as of 06/16/2025, whereby Secured Party purchased \$74,500.00 of Merchant's future accounts-receivable for the purchase price of \$50,000.00 (the "Secured Agreement"),

WHEREAS in accordance with Art. 9 of the Uniform Commercial Code (UCC), Secured Party placed a lien on Merchant's accounts receivables [REDACTED];

WHEREAS, Topline Recovery, LLC ("Topline") is the collections agency retained by Secured Party to help resolve the debt due to Secured Party by Debtor;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficient of which is hereby acknowledged, the Parties agree to the following:

1. **Payments:** Debtor agrees to pay to Secured Party, and Secured Party agrees to accept Fifteen Thousand Dollars and 00/100 (**\$15,000.00**, the "Settlement Sum"), as settlement in full of Secured Party's claims against Debtor, payable as follows:

- a. Debtor agrees to pay the amounts pursuant to the below schedule (each, an "Settlement Payment") to Secured Party, via wire, electronic transfer, or direct deposit to Secured Party, or its agent Topline, with simultaneous email confirmation:

<u>Payment Amount:</u>	<u>Date Due:</u>
\$625.00 per week	November 14, 2025 until Paid in Full

Account:

Payee: Topline Recovery, LLC

Bank: Optimum Bank, N.A.
[REDACTED]

- b. Contemporaneously with the execution of this Settlement Agreement and all related documents, Debtor shall direct and/or consent for [REDACTED] to Topline, in trust for Secured Party. For avoidance of doubt, this \$1,500.00 payment will be applied towards the Settlement Sum.