

SUPREME COURT OF THE STATE OF NEW YORK

[REDACTED]

-----X
WELLEN CAPITAL, LLC, [REDACTED]

PLAINTIFF,

-AGAINST-

[REDACTED]

-----X

STIPULATION OF SETTLEMENT WITH LEAVE TO APPLY FOR JUDGMENT

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Settlement Agreement") is entered into as of **October 28, 2025**, by and between **WELLEN CAPITAL, LLC** [REDACTED] (Defendants")

WITNESSETH

WHEREAS, Plaintiff has commenced an action against Defendants in the Supreme Court of the State of New York, in and for the County of [REDACTED], entitled WELLEN CAPITAL, LLC v. [REDACTED] Index No. [REDACTED] the "Action");

WHEREAS, Plaintiff commenced the Action seeking to recover \$30,387.50 plus additional interest, costs and attorney's fees (the "Suit Amount") owed to it; and

WHEREAS, Defendants consent to the jurisdiction of this Court and consent to have accepted service of the Summons and Verified Complaint in this Action. Likewise, the Defendants expressly consent, acquiesce and acknowledge the legality of the Action, and hereby expressly waives any and all claims, defenses, appeals, or otherwise of the Action, or any action(s) and/or enforcement measures taken by Plaintiff and/or its attorneys.

WHEREAS, the Parties wish to settle all claims, actions and/or demands that have been, or could have been asserted in the Action without resort to further litigation by entering into this Settlement Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good valuable consideration, the sufficiency of which is here acknowledged, it is hereby stipulated and agreed as follows:

1. **Recitals.** The foregoing recital paragraphs are incorporated into and form a part of this Settlement Agreement.

2. **Settlement Sum.** Defendants shall pay \$19,500.00 to Plaintiff (the "Settlement Sum") in full and final settlement of the Action, to be paid as follows:

- i. Defendants shall pay, via wire transfer to Plaintiff's counsel, \$3,500.00 due on or before Friday, October 31, 2025, with Time Being Of The Essence;
- ii. Thereafter, Defendants shall pay, via wire transfer to Plaintiff's counsel, \$2,000.00 per month due and starting on November 28, 2025, and continue to be paid on the 28th day of each and every month thereafter (or closest business-day) until the Settlement Sum is paid in full.
 - a) The funds received in accordance with this paragraph 2 and the provisions of this Settlement Agreement provide mutually sufficient consideration for any and all rights, duties, or obligations created by the terms and conditions of this Settlement Agreement and said payments that are to be remitted towards the Settlement Sum shall be held in trust for and/or as payment to Plaintiff.

3. **Withdrawal of Motion and Notice of Discontinuing the Action.** Upon execution of this Settlement Agreement, counsel for Plaintiff shall withdraw their Motion for Summary Judgment. Furthermore, upon receipt and processing of the final payment in accordance with the terms stated herein, counsel for Plaintiff shall promptly file the Notice of discontinuing the Action with the Court.

4. **Events of Default.** If (i) the payments due under paragraph 2 of this Settlement Agreement are not paid when due or (ii) any representation or warranty contained herein or in any of the documents delivered to Plaintiff in connection herewith is materially false or (iii) any payments due under paragraph 2 under this Settlement Agreement is blocked or returned for insufficient funds or (iv) if there occurs any other default/breach of any term or provision hereof by Defendants, then, upon the occurrence of any such event (each an "Event of Default"), Defendants shall be in default/breach of this Settlement Agreement.

5. **Remedies.** In the event of a breach or an occurrence of an Event of Default of this Settlement Agreement, then Plaintiff reserves the right to exercise any and all remedies in law or equity and those contained in the underlying Sale of Future Revenue Agreement, including but not limited to exercising its rights as a secured creditor and all rights afforded to them by the Uniform Commercial Code, including but not limited to, UCC Sections 9-406, 9-408, 9-4607.

Additionally, upon the occurrence of an Event of Default, then the remaining balance of the Action less any amount received hereunder shall be immediately due and payable in full, and Plaintiff in any order, or simultaneously, may exercise any and all legal and equitable rights with respect to the enforcement of the obligations hereunder, including but not limited to entering a judgment against Defendants, jointly and severally, to which Defendants hereby consent and any such application for entry of a Judgment may be without notice to or against the Defendants, jointly and severally.