

[REDACTED]
[REDACTED]
X CAPITAL GROUP CORP,

Plaintiff,

-against-

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Defendants.

[REDACTED]
STIPULATION OF SETTLEMENT

This Settlement Stipulation (the "Settlement Agreement") is made as of March 05, 2026, 2026 (the "Effective Date"), by and among Plaintiff, X Capital Group Corp ("Plaintiff"), and the Defendants [REDACTED] ("Defendants" and together with Plaintiff, the "Parties").

WHEREAS, on 05/14/2025, X Capital Group Corp commenced an action in the Supreme Court of the State of New York, in and for the [REDACTED] X Capital Group Corp v. [REDACTED], wherein Plaintiff asserts claims for breach of contract, breach of personal guarantee of performance by Christopher Camp, as well as default and/or collection fees against [REDACTED] jointly and severally (the "Action");

WHEREAS, the Parties intend to resolve any and all disputes between the Parties and have agreed to settle as between themselves through this Settlement Agreement.

NOW THEREFORE, in consideration of mutually promises set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Payment.** Defendants agrees to pay to Plaintiff, and Plaintiff agrees to accept **\$100,000.00** (the "Settlement Sum"), as settlement in full of Plaintiff's claims against Defendants, payable as follows:
 - a. Defendants agree to pay the amounts pursuant to the below schedule (each, an "Settlement Payment") to Plaintiff, via wire, electronic transfer, or direct deposit to Plaintiff, and/or its agent(s):

<u>Payment Amount:</u>	<u>Date Due:</u>
\$2,500.00 per week	March 06, 2026 until Paid in Full

2. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of New York, Defendants consent to have accepted service the Action herein and submit to the person and subject matter jurisdiction of this Honorable Court.
3. **No Right to Cure.** Defendants acknowledge that Time is of the Essence with respect to all Settlement Payments and Defendants shall not be afforded any cure period.
4. **Non-Admission of Liability.** The Parties understand and agree that the execution of this Settlement Agreement will not constitute or be construed as an admission of any wrongdoing, liability, unlawful conduct or violation of any law, rule, regulation, duty, contractual right or any other obligation by the Parties or anyone affiliated with or acting on Parties' behalf.
5. **UCC Liens.** Defendants acknowledge that Plaintiff have proceeded with enforcement action prior to the execution and may restrained funds prior to the Effective Date hereof. In that instance(s), any amounts restrained prior to the execution of this Settlement Agreement shall be immediately due and payable to Plaintiff and shall be applied to the Settlement Sum herein.
6. **In the Event of Default.** If Defendants shall fail to timely and in full make any and all payments that are required under this Settlement Agreement, the Defendants shall be deemed to have defaulted under the terms of this Settlement Agreement. In the event of such default, Plaintiff shall be permitted, without any further notice or Order of the Court, to enter judgment in favor of Plaintiff and against the Defendants, jointly and severally, in the sum of \$190,790.42 (the balance per the underlying Action), minus any payment or remittance made pursuant to the Settlement Agreement, along with interest at the rate of 9% per annum running from the date of breach of the Settlement Agreement, and costs as taxed by the Clerk.
7. **Releases:**
 - a. **Release of Plaintiff.** For good and valuable consideration, Defendants, its/their successors, assigns, officers, directors, stockholders, members, trustees, affiliates (including, but not limited to, parent, subsidiary and affiliated corporations and business entities), agents, servants and employees shall and hereby do fully and forever release and discharge Plaintiff, its successors, assigns, officers, directors, stockholders, members, trustees, affiliates (including, but not limited to, a parent, subsidiary and affiliated business entities), agents, servants, attorneys and employees from all claims, liabilities, debts, demands, causes of action, costs, expenses, attorneys fees, damages and obligations of every kind and nature, in law, in equity, or otherwise, whether now known or unknown, accrued or not accrued, asserted or unasserted, disclosed or undisclosed, that Defendants now has or ever had, from the beginning of time to the Effective Date of this Settlement Agreement, against Plaintiff.
 - b. **Release of Defendants.** Subject to the terms hereof, and upon timely remittance of the full Settlement Sum as provided for herein, Plaintiff, its/their successors, assigns, officers, directors, stockholders, members, trustees, affiliates (including, but not limited to, parent, subsidiary and affiliated corporations and business entities), agents, servants and

employees shall and hereby do fully and forever release and discharge Defendants, its/their successors, assigns, officers, directors, stockholders, members, trustees, affiliates (including, but not limited to, a parent, subsidiary and affiliated business entities), agents, servants, attorneys and employees from all claims, liabilities, debts, demands, causes of action, costs, expenses, attorneys fees, damages and obligations of every kind and nature, in law, in equity, or otherwise, whether now known or unknown, accrued or not accrued, asserted or unasserted, disclosed or undisclosed, that Plaintiff now has or ever had, from the beginning of time to the Effective Date of this Settlement Agreement, against Defendants.

8. **Representations and Warranties:**

- a. Defendants each expressly consents, acquiesces and acknowledges to legality of Plaintiff's ability to restrain funds and/or accounts, and hereby expressly waives any and all claims, defenses, counterclaims, appeals, and rights to resist any and all actions and/or enforcement measures taken or to be taken by Plaintiff and/or its attorneys or agents;
- b. Defendants represent and warrant to Plaintiff that it has accurately and truthfully disclosed all holds and liens that Plaintiff may have placed on its accounts receivables. Defendants acknowledge that the foregoing representation is a material term of this agreement and that Defendants' representations concerning its financial resources is of the essence with respect to the amount which Plaintiff has agreed to accept herein. If any representation is inaccurate, and/or Plaintiff is advised that funds were on hold prior to the Effective Date that Defendants failed to disclose to Plaintiff, then Defendants hereby stipulate and agree that same shall be deemed a default hereunder and Plaintiff shall be entitled to enforce all rights afforded to it under this Settlement Agreement, including, but not limited to, the rights delineated in Section 8.

9. **Dismissals:** Upon Debtor's full and timely compliance with its obligations to remit the Settlement Sum, as provided for herein, Plaintiff shall:

- a. Release any and all liens or UCC security interest(s).
- b. File a stipulation of discontinuance of the Action, with prejudice.

10. **Attorney Review.** Defendants acknowledge and admit that they have had an opportunity to consult with counsel or have been represented by competent counsel in the negotiation of this Settlement Agreement and that they understand their obligations pursuant hereto.

11. **Amendment.** No waiver, amendment or modification of this Settlement Agreement shall be effective unless in writing and signed by the Party against whom the waiver, amendment or modification is sought to be enforced.

12. **Execution.** This Settlement Agreement may be executed in multiple counterparts, and each of such counterparts so executed shall be deemed an original. All such counterparts together shall be deemed to constitute one final Settlement Agreement as if signed by all parties hereto. A

telecopy or facsimile or electronic transmission of a signed counterpart of this Settlement Agreement shall be sufficient to bind the parties whose signatures appear thereon.

13. **Forms to be Delivered at Execution.** As and for additional consideration for the parties in entering into this Settlement Agreement, upon executing this Settlement Agreement, Defendants shall execute an ACH authorization to permit ACH debits as referenced herein.

X Capital Group Corp

By: _____

Name: _____

Title: _____

