

STIPULATION FOR SETTLEMENT

[REDACTED] collectively hereby referred to as ("MERCHANTS"), hereby enter into this Stipulation for Settlement and state as follows:

1. MERCHANTS hereby acknowledge its debt to Nextwave for a total sum of **\$169,612.46** and that there are no defenses, set-offs, or counter-claims to Nextwave claim other than full compliance with the terms of this Agreement.

2. The Parties hereby agree to settle any and all claims that exist between them concerning the above-captioned matter, pursuant to a payment plan from MERCHANTS to Nextwave in the total sum of **\$30,000.00** ("**Settlement Balance**") which is payable as follows:

1. A full and final payment of the Settlement Balance due on or before November 15, 2021.

3. All payments provided herein shall be made payable shall be wired directly to Nextwave, so as to be actually received by no later than the dates described in paragraph "2" above.

4. Failure to comply with any of the terms of this stipulation agreement will result in a default under the terms of this Agreement. In the event of a default, Nextwave shall be entitled to a Final Judgment without a hearing for the full amount owed minus any payments made. Nextwave shall also be entitled to any interest that has accrued during the repayment period of this Agreement along with attorney's fees and costs. Plaintiff will file an Affidavit of Non-Compliance if the Nextwave seeks a Final Judgment pursuant to a default of this Agreement.

5. In the event that a payment is returned as NSF, MERCHANTS will be responsible for the original payment plus an additional \$50.00 charge. Furthermore future payments will not be accepted unless they are in the form of a certified check or money order.

6. UPON TIMELY RECEIPT AND SUBSEQUENT CLEARANCE OF THE FULL SETTLEMENT SUM, AND EFFECTIVE THEREUPON, THE PARTIES SHALL BE DEEMED TO RELEASE EACH OTHER IN REGARD TO THE ABOVE CAPTIONED MATTER.

7. This STIPULATION may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same document. Facsimile signature shall be deemed an equivalent to an original for each and every counterpart.

8. Upon the Settlement Balance being paid and cleared, Nextwave shall file a voluntary dismissal with prejudice for the Case Number 2020-7022-CA-01.

9. Nextwave will not pursue collection practices on this matter as long, as the MERCHANTS are current on their payments.

