

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Agreement”) is entered into as of the first date upon which this Agreement is fully executed by all parties (the “Effective Date”) by and between [REDACTED] (“Plaintiff”), on the one hand, and Hedge & Penn Logistics LLC., and Robin Penn, an individual (collectively referred to as “Defendants”), on the other hand. Plaintiff and Defendants are together referred to herein as the “Parties.”

**RECITALS**

WHEREAS, Plaintiff and Defendants desire to settle fully and finally all of Plaintiff’s claims against Defendants that have arisen out of the Loan Agreement dated December 1, 2023, Loan Agreement No. [REDACTED], between Plaintiff and Defendants (the “Loan” including those claims embodied in the complaint filed on March 11, 2025 in the matter of [REDACTED] filed in [REDACTED] (the “Action”).

WHEREAS, the Parties agree that it is in their best interest to resolve the Action by way of settlement, rather than through litigation, and therefore it is their intention and desire at this time to settle in the manner and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the adequacy of which is hereby acknowledged by each Party, and in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

**TERMS OF THE AGREEMENT**

1. **Payment:** Defendants shall pay to Plaintiff the total sum of TEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$10,750.00) (“Settlement Amount”) to be paid by April 30, 2025 in a lump sum payment via wire to the following account:

[REDACTED]

2. **Request for Dismissal:** Within ten (10) days of Plaintiff’s receipt of the entire Settlement Amount, Plaintiff shall file a Request for Dismissal with Prejudice in the Action.

3. **Event of Default:** There will be a default of this Agreement upon the occasion of non-payment by Defendants of the Settlement Amount. In the event of default by Defendants due to non-payment without cure within five days of such non-payment, Plaintiff will have the right to immediately to continue its Action against Defendants for all amounts prayed for in the complaint in the Action.

IN WITNESS WHEREOF, the Parties to the Agreement have read, understood and agreed to the terms of this Agreement, and have voluntarily executed the Agreement as of the dates set forth below, by and through the undersigned and duly authorized representatives.

HEDGE & PENN LOGISTICS LLC.

DATED: 04/18/2025 \_\_\_\_\_

By: Robin M Penn  
Name: Robin Penn  
Title: Member

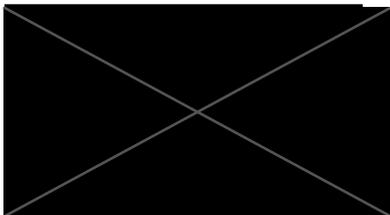
ROBIN PENN

DATED: 04/18/2025 \_\_\_\_\_

By: Robin M Penn  
Robin Penn

DATED: 04/18/2025 \_\_\_\_\_



By:  \_\_\_\_\_