

STIPULATION AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is entered into by and between [REDACTED] [REDACTED] (the "Guarantor"), [REDACTED] [REDACTED] (the "Seller"), (collectively, the "Sellers"), and TOP TIER CAPITAL (the "Purchaser"), each individually known as a ("Party") and collectively, as (the "Parties") on this **December 23, 2025**, (the "Effective Date").

WHEREAS, the Parties entered into a Receivables Purchase Agreement on **9/15/2025** (the "Merchant Agreement") with an outstanding balance of **\$100,112.56**;

NOW, THEREFORE, it is hereby stipulated and agreed that this case be settled upon the following terms:

The Sellers are to pay to the Purchaser, **TOP TIER CAPITAL**, the sum of **\$52,500.00** in satisfaction of the outstanding balance. This amount shall be paid as follows:

- **\$52,500.00 on or before 12/24/2025 via wire.**

Payment made under this agreement shall be made as per *Exhibit A, Payment Instructions* attached.

In the event of any default by the Sellers under this Agreement, the Sellers shall be responsible for all costs and expenses arising from such default, including, but not limited to, reasonable attorney's fees and the costs of collection, whether or not legal proceedings are initiated. There shall be no cure period. If payment is not received on the agreed-upon date, Purchaser expressly reserves all rights to escalate the matter and pursue any and all remedies available at law or in equity, including, without limitation, the recovery of all collection costs and any additional re-lief deemed appropriate.

[REDACTED] – *Guarantor*

BY: [REDACTED] _____
[REDACTED] *Owner*

DATED: 12/23/2025

[REDACTED] - *Seller*

BY: [REDACTED] _____
[REDACTED] *Owner- Representative for Seller*

DATED: 12/23/2025

TOP TIER CAPITAL – *Purchaser*

BY: [REDACTED] _____
[REDACTED] *Representative for Purchaser*

DATED: 12/23/2025