



December 4, 2023

Re: Settlement of [REDACTED] n [REDACTED]

Dear [REDACTED]

The purpose of this settlement letter is to memorialize the terms of settlement pertaining to Term Loan [REDACTED] (collectively if more than one, "Loan"), as set forth below:

1. **Revised Payment Obligation.** As of Today's date, there remains due and owing under the Loan a balance of \$110,510.20 ("Total Balance Owing"). C [REDACTED] LLC [REDACTED] as lender, will settle the Total Balance Owing for \$77,357.28 ("Settlement Amount"), as long as the Settlement Amount (or if more than one payment is being made, the last of all payments) is received and cleared in full via wire on or before December 19, 2025. **Wiring instructions are as follows. Beneficiary Name: "On Deck Payoff Account." Account Number: [REDACTED] ABA/Routing Number [REDACTED] Bank: Veritex Community Bank, 8214 Westchester Drive Suite 100, Dallas, Texas 75225.** (Please be aware we will continue to debit your account until we receive the Settlement Amount funds. Therefore, you must notify OnDeck prior to submitting the wire above to avoid continued ACH debits beyond the date of payoff.) OnDeck agrees to accept the Settlement Amount over 104 installments, so long as they are received in the following timeline:

- Installments 1 - 104: To be paid over one-hundred and four (104) individual weekly installment payments of \$743.82 each, due by Friday of each week (or the following/preceding business day if the payment date is not a business day) with the first payment being due on or before December 29, 2023.

If the Settlement Amount is not received as set forth above, this settlement shall be considered withdrawn; furthermore, we are not obligated to renew this settlement or any settlement.

2. **UCC Termination.** Upon payment in full as set forth above, within three business days of [REDACTED] written request, OnDeck will terminate any UCCs associated with the Loan.
3. **Mutual Releases.** In consideration for entering into this letter agreement, [REDACTED], on behalf of themselves and their respective heirs, successors and assigns, hereby release OnDeck and its officers, directors, shareholders, subsidiary companies, affiliate companies, employees, attorneys and agents of and from any and all claims pertaining to the Loan. Likewise, upon payment in full as set forth above, [REDACTED] an [REDACTED] shall be considered at that time released by OnDeck of and from any and all claims pertaining to the Loan.
4. **Credit Reporting.** Because this settlement is conditional upon the last and final settlement payment as set forth herein being made and payments clearing, OnDeck may commence or continue, as applicable, furnishing credit reporting data of the Personal Guarantor[s] or any other personal guarantor of the Loan to any consumer credit reporting agency reflecting the unsettled terms of the Loan, including that the Total Balance Owing remains due and outstanding; this notwithstanding, upon last and final settlement payment as set forth herein being made and payments clearing, OnDeck will update its data-furnishing tradeline to the consumer credit reporting agencies to which it has reported to reflect the Loan as settled in full or words to that effect.

5. **Confidentiality.** The negotiations, terms, existence and form (including but not limited to a blank/redacted form) of this settlement letter are confidential, and Borrower as referred to above, Personal Guarantor[s] as referred to above, and its and or their attorneys or agents agree to keep same confidential.
6. **Except as Modified, Parties' Underlying BLSA Remains Unchanged.** This letter agreement does not delete, terminate or replace any provision of the parties underlying Business Loan and Security Agreement dated on or about 04-11-2023, except as specifically provided herein, and all other terms of the parties' underlying Business Loan and Security Agreement dated on or about 04-11-2023, shall remain in full force and effect.

If you have any questions, please contact us at (888) 994-6603. Please fax or e-mail/PDF a signed copy of this letter to 866-679-6607 / settlements@ondeck.com. OnDeck represents that it has full power and authority to compromise and settle the Loan as set forth herein, and that Jason Johnson has full authority to execute this settlement letter.

Accepted and Agreed to by [REDACTED], as Borrower, and [REDACTED] as Personal Guarantor[s], dated 12/6/2023.

By: _____

Its: CEO

Guarantor

888.994.6603
4700 W. Daybreak Pkwy, Suite 200 South Jordan, UT 84009
North Carolina SBS Company Numbers: 513287931 & 512981883

ODK Capital, LLC and OnDeck Capital, Inc. are affiliates and are indirect subsidiaries of Enova International, Inc

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.