

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("**Agreement**") is made and entered into as of March 2, 2026 ("**Effective Date**") by and between CFR Investments LLC ("**CFR**"), Chad Rogers ("**Rogers**"), Pinellas Equities LLC ("**Pinellas**"), United InvestexUSA 9, LLC d/b/a New Western ("**New Western**") Sherman Bridge Alt Fund, L.P. ("**Sherman Bridge**"), and their agents, representatives, officers, and affiliates in connection with the property identified as: 7206 Whalens Hideaway Street, Plant City, FL 33563 (the "**Property**"). CFR, Rogers, Pinellas, New Western and Sherman Bridge shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Pinellas as Seller and CFR as Buyer entered into that certain Purchase and Sale Agreement whereby Pinellas agreed to sell and CFR paid a deposit in the amount of \$7,500.00 ("**Deposit**") and agreed to purchase the above-mentioned Property;

WHEREAS, Sherman Bridge facilitated certain funding for CFR in connection with the purchase and/or renovation work to be performed on the Property;

WHEREAS, a dispute has arisen related to the transaction, the Purchase and Sale Agreement, the Property, the Deposit, and/or any representations made related to the transaction; and

WHEREAS, the undersigned Parties are in agreement and desire to buy peace, mitigate their losses, fully and finally resolve all claims, causes of action, and disputes between them, and release each other.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Settlement Payment. The Parties agree that the Deposit in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) ("**Settlement Payment**") shall be returned to CFR by wire transfer to the account set forth in Exhibit A to this Agreement after this Agreement is fully executed by the Parties.

2. Dismissal of Commission Complaints: Upon receipt of the Settlement Payment, CFR and Rogers shall advise the Real Estate Commission that the complaints filed by CFR and/or Rogers should be dismissed. CFR and Rogers shall provide Pinellas and/or New Western with a copy of the communication requesting said dismissal.

3. Release. The Parties hereby release and discharge each other, and their owners, members, officers, agents, representatives, employees, affiliates and Kiavi (who is an express third-party beneficiary of this Release) from all claims, complaints, liabilities, obligations, promises, agreements, controversies, damages, causes of action, suits, demands, costs, losses, costs and expenses (including attorneys' fees and costs actually incurred) ("**Claims**"), of any nature whatsoever, which either Party has, or may have, against the other Party, whether or not known, apparent, or yet discovered, or which may hereafter develop, become known, or be discovered, for any alleged Claims and/or acts or omissions arising from, related to or in connection with the transaction, the Purchase and Sale Agreement, the Property, the Deposit, and/or any representations made related to the transaction.

4. No Admission of Liability. The Parties acknowledge and agree that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously, or in connection with the negotiations of this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever.

5. Non-Disparagement. The Parties further hereby agree that they have not and will not in the future make any defamatory or disparaging statements, remarks, or publications, either directly or indirectly, whether orally or in writing, to any person or entity whatsoever, about the other Party or their agents, representatives, affiliates, owners, members, officers, employees or attorneys. For purposes of this paragraph, a defamatory or disparaging statement, remark, or publication is any false and

unprivileged communication, written or verbal, which, if published to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, ethics, morals, honesty, good character or product quality of the person or entity to whom the communication relates, or which tends to directly injure that person or entity in respect to their or its profession, trade or business by imputing to them or it something that has a natural tendency to adversely affect their business or lessen their or its profits. Furthermore, the Parties agree that to the extent that any disparaging or representations have been made prior to the execution of this Agreement, the Parties shall take immediate reasonable actions to withdraw or correct such statements or representations.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous communications, representations, or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.

7. Severability. The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement, shall not affect the remainder of the said provision, or any other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

8. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original but all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CFR INVESTMENTS LLC

CHAD ROGERS

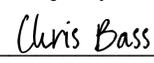
Signature: 
Name: Chad Rogers
Title: Authorized Signatory

Signature: 
Name: Chad Rogers

PINELLAS EQUITIES LLC

UNITED INVESTEXUSA 9, LLC

DocuSigned by:
Signature: 
Name: Nick Balzano
Title: Authorized Signatory

Signed by:
Signature: 
Name: Chris Bass
Title: Authorized Signatory

SHERMAN BRIDGE ALT FUND, L.P.

Signed by:
Signature: 
Name: Jordan Yenne
Title: Authorized Signatory

Exhibit "A"

Wire Information:

Chad Rogers

Suncoast Schools Credit Union

Acct No.: 10051004221289

Routing No: 263182817