

PROMISSORY NOTE AND SETTLEMENT AGREEMENT

This Promissory Note and Settlement Agreement (“Agreement”) is entered into by [PARTY 1], [PARTY 2], [etc], (hereinafter collectively referred to as “the parties”).

[PARTY 1] claims it is owed by [PARTY 2] the principal sum of \$[principal sum] for [basis of party 1’s claim for sums owing], plus ___% interest per annum from the date of each of [PARTY 1]’s invoices. [PARTY 2] claims it is entitled to numerous and substantial set-offs against [PARTY 1]’s invoices for [basis of party 2’s set-off claims].

Now therefore, for good and valuable consideration, [PARTY 2] promises to pay [PARTY 1] the sum of \$[settlement amount] as follows:

Date of Payment	Amount of Payment

If any of the above-mentioned payments are paid late or missed, the entire unpaid balance will immediately become due and payable. Each payment shall be in the form of a [check/cashier’s check/money order] made payable to [PARTY 1] and sent to its head office address at [PARTY 1 ADDRESS].

Upon payment in full of the settlement amount, each of the parties agrees to release each other and their agents and representatives from any and all claims they have against each other with respect to the matters herein set forth. If any of the above-referenced payments are not received by [PARTY 1] on the due date of such payment, the parties expressly reserve and retain whatever rights and claims they have against each other.