



## FINANCE WORX LLC.

1008 WHITE OAK CREEK DRIVE, APEX, NC 27523

LOAN CANCELLATION AND REFUND AGREEMENT FOR NV-317, (B)

26<sup>th</sup> March, 2021

This Loan Contract Cancellation and Refund Agreement (“Agreement”) is entered into by and between **RANDY HEFNER** of Finance Worx LLC. (hereinafter the “Lender”) and **CURTIS GRIFFY** (hereinafter “Borrower”), as of this 26<sup>th</sup> day of March, 2021. WHEREAS, the Lender has incurred indebtedness (the “Indebtedness”) to the Borrower for Loan fees set forth in the following summary:

Purpose	Amount (\$)
Processing of the loan, Origination, Taxes, Wire, Legal fee, PPI and the Servicing of the Attorney	\$8,000
Down-Payment	\$4,942
<b>Total</b>	<b>\$12,942</b>

WHEREAS, the Lender and the Borrower have mutually agreed to settle the Indebtedness through Lenders payment to the Borrower of 100% of the amount of the Indebtedness.

WHEREAS, the Borrower, in exchange for the cancellation of the Indebtedness and all obligations, is willing to pay the consideration set forth below, and to incur all tax liabilities associated with the payment of the Indebtedness and the Borrower is willing to accept such consideration and to irrevocably waive any and all claims relating to the Indebtedness.

NOW THEREFORE, the undersigned parties to this Agreement hereby mutually agree to all of the following:

1. **Full Repayment by the Lender; Cancellation of Loan Application.** In consideration of the Lender's commitments herein, the Lender agrees to repay the full amount through paying the Borrower Twelve Thousand, Nine Hundred and Forty Two dollars (\$12,942) in immediately available funds within three (3) business days after this agreement is made.

2. **Complete Release by the Borrower.** As of the Settlement Date, the Borrower irrevocably and unconditionally releases, acquits, and forever discharges the Lender, his heirs, assigns, and any successors to his interest, from any and all known or unknown claims, charges, promises, actions, or similar rights that the Borrower presently may have ("Claims") relating in any way to its rights to collect the Indebtedness. The borrower understands that the Claims that it is releasing might arise under many different laws (including statutes, regulations, other administrative guidance, and common law doctrines), and include without limitation claims such as breach of contract, implied contract, promissory estoppel, or claims under any federal, state or local statute, law, order or ordinance.

3. **Cancellation Consequences.** The Borrower understands that he is obligated to pay any taxes or fees that may be due or become due with respect to the initiation of this agreement. The Borrower acknowledges that neither the Lender nor any of its directors, officers, agents, or affiliates (together with the Lender, the "Lender Released Parties") have made any promise, representation or warranty, express or implied, regarding the tax consequences of any income that the Borrower may recognize pursuant to this Agreement. The Borrower further agrees not to make any claim against the Lender or any other person based on how the Lender reports amounts arising under this Agreement to tax authorities or if an adverse determination is made as to the tax treatment of any amounts payable under this Agreement.

**4. No Other Inducements or Recourse.** The Borrower acknowledges that no promise or agreement not expressed in this Agreement has been made to the Borrower, and that Borrower shall have no claims or other recourse now or forever against the Lender with respect to this Agreement.

**5. Binding Nature of Agreement.** This Agreement shall be binding on the Borrower's heirs, legal representatives, administrators, executors, and assigns, and shall inure to the benefit of any successors and assigns of the Lender.

**6. Law Governing.** This Agreement shall be governed by and construed under the laws of the STATE OF NORTH CAROLINA, REGARDLESS OF LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

**7. Entire Agreement.** This Agreement represents the entire agreement between the parties and has been entered into by Borrower with a full understanding of its terms, with an opportunity to consult with counsel and without inducement or duress. This Agreement may not be changed orally, and any written change or amendment must be signed and accepted by the Lender. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the undersigned parties to this Loan Cancellation and Refund Agreement have agreed to the foregoing as of the Settlement Date.

**BORROWER (S) SIGNATORY DECLARATION:**

I CURTIS L GRIFFY (Borrower) hereby declare, that I will abide by every Conditions binding this agreement.

I \_\_\_\_\_ (Borrower) will be responsible for the payment of the sum of \$925 which is the Loan cancellation Fee on my application with file number NV-317,(B). *Under duress I acknowledge WITH OUT PRIOR NOTIFICATION OF A CANCELLATION FEE.*

**AGREED BETWEEN THE PARTIES:**



*HL*  
**REPRESENTING ATTORNEY:**  
HEATHER L THUET



**BORROWER:** ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
Printed Name: CURTIS GRIFFY

**LENDER**  
Title: RANDY HEFNER