SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND VILLAGE CAPITAL & INVESTMENT, LLC

I. INTRODUCTION

1. This Settlement Agreement ("Agreement") is made and entered into by and between the United States of America, through the Department of Justice ("United States"), and Village Capital & Investment, LLC ("Village Capital"). The United States and Village Capital are referred to herein as the "Parties."

II. RECITALS

2. This Agreement resolves the United States' allegations that Village Capital, a mortgage banking company headquartered in Henderson, Nevada that originates, refinances, and services Department of Veterans Affairs (VA) guaranteed home loans, engaged in violations of the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. §§ 3901-4043, by failing and refusing to lower interest rates on at least 41 servicemembers' mortgages in accordance with 50 U.S.C. § 3937 and by retaliating against servicemembers who requested SCRA benefits in violation of 50 U.S.C. § 3919.

3. The United States alleges that Village Capital violated Section 3937 of the SCRA by: (1) refusing to reduce the interest rate to 6% retroactive to the date of the orders calling the servicemember to military service; and (2) failing to reduce the amount of each monthly payment by the amount of interest forgiven.

4. The United States alleges that Village Capital violated Section 3919 of the SCRA by using servicemembers' interest rate reduction requests as the basis for accelerating the payment of principal on their loans and by falsely reporting to the Department of Veterans

Affairs that servicemembers who had applied for and received SCRA interest rate reductions were delinquent in their loan payments.

5. The United States also alleges that Village Capital misrepresented the current interest rates on mortgages to SCRA-protected servicemember borrowers. After receiving a request for an interest rate reduction from an SCRA-protected borrower, Village Capital issued a form letter stating that the borrower qualified for SCRA benefits but "since your current interest rate is below the 6.00% rate cap provided by the regulation, there will be no change to the interest rate or principal and interest payment for this loan." Village Capital issued such letters even when the interest rate on the mortgage was above six percent.

6. The United States alleges that Village Capital has engaged in a pattern or practice of violating Sections 3937 and 3919 of the SCRA, and these violations raise issues of significant public importance.

7. The United States alleges that SCRA-protected servicemembers have suffered damages because of Village Capital's conduct and that Village Capital's conduct was taken in disregard for the rights of SCRA-protected servicemembers.

8. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and expenses of protracted litigation, the United States' claims against Village Capital should be resolved without legal proceedings. As indicated by the signatures appearing below, the Parties agree to the terms of this Agreement.

9. The effective date of this Agreement will be the date of the signature of the last signatory to the Agreement.

III. STATEMENT OF CONSIDERATION

10. In consideration of, and consistent with, the terms of this Agreement, the United States will not pursue claims against Village Capital relating to the United States' allegations that, between March 1, 2020 and the effective date of this Agreement, Village Capital violated the SCRA by failing and refusing to lower interest rates on servicemembers' mortgages in accordance with 50 U.S.C. § 3937 and by retaliating against servicemembers who requested SCRA benefits in violation of 50 U.S.C. § 3919. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

The Parties agree and covenant as follows:

A. Prohibited Conduct and Affirmative Obligations

11. Village Capital, its officers, employees, agents, and representatives shall ensure that any mortgage, loan, or obligation that is subject to the interest rate limitation set forth in 50 U.S.C. § 3937 does not bear interest at a rate in excess of six percent per year. The term "interest" includes service charges, renewal charges, fees, or any other charges (except bona fide insurance) with respect to an obligation or liability.

12. Village Capital, its officers, employees, agents, and representatives shall ensure that any interest that exceeds six percent per year on any mortgage, loan, or obligation that is subject to the interest rate limitation set forth in 50 U.S.C. § 3937 is forgiven retroactive to the date of the orders calling the servicemember to military service.[1]

[1] For the purposes of this Agreement, the term "military service" is defined by 50 U.S.C. § 3911(2).

13. Village Capital, its officers, employees, agents, and representatives are prohibited from accelerating the payment of principal of any mortgage, loan, or obligation that is subject to the interest rate limitation set forth in 50 U.S.C. § 3937.

14. Village Capital, its officers, employees, agents, and representatives shall lower the monthly payment of any mortgage, loan, or obligation that is subject to the interest rate limitation set forth in 50 U.S.C. § 3937 by the amount of interest forgiven.

15. Village Capital, its officers, employees, agents, and representatives shall not use a servicemember's application for or receipt of an SCRA interest rate reduction or other benefit under the SCRA as the basis for a change in the terms of an existing credit arrangement or an adverse report relating to the servicemember's creditworthiness.

16. Village Capital, its officers, employees, agents, and representatives shall comply with the SCRA Policies and Procedures established in Part IV.B of this Agreement.

B. <u>SCRA Policies and Procedures</u>

17. Within thirty (30) days after the effective date of this Agreement, Village Capital shall send to the United States proposed SCRA policies and procedures, which must apply to Village Capital, its officers, employees, agents, and representatives) and include the following provisions:

a) Village Capital shall establish and maintain procedures that will allow borrowers to submit written requests for interest rate benefits pursuant to the SCRA via facsimile, U.S. Mail, private carrier such as UPS or FedEx, electronic mail, or via an online customer service center. If a borrower fails to provide a copy of military orders or other appropriate indicator of military service establishing that he or she is eligible for the

SCRA's interest rate benefit, Village Capital shall check the Defense Manpower Data Center ("DMDC") website to confirm eligibility.

b) Village Capital shall designate customer service representatives who have been specifically trained on the protections of the SCRA and who are responsible for the intake and fulfillment of SCRA benefit requests and any SCRA-related complaint or inquiry.

c) When Village Capital receives a request from a borrower for interest rate benefits pursuant to the SCRA, within five (5) business days, it shall determine the borrower's eligibility for SCRA interest rate benefits on all of the borrower's loans serviced by Village Capital. If the borrower is determined to be eligible for interest rate benefits, within ten (10) business days of determination the reduced interest rate will be applied retroactively to the borrower's first day of eligibility, which shall be the earliest of the following, as available on the date of the request: (1) the date of the orders calling the borrower to military service, if provided; (2) the date that orders require the borrower to report for military service; (3) the date that the DMDC lists as the date the borrower was notified of a future call-up to active duty; or (4) the date that the DMDC lists as the borrower's active duty start date. If Village Capital applies a rate reduction under Paragraph 17(c)(2)-(4) and subsequently receives a copy of the servicemember's orders under Paragraph 17(c)(1), Village Capital will retroactively adjust the first day of eligibility to the date of the orders under Paragraph 17(c)(1). The reduced interest rate shall continue to be applied to the loan throughout the borrower's period of military service and for one year thereafter.

d) Within ten (10) business days of determining if a borrower is eligible for interest rate benefits pursuant to the SCRA, Village Capital shall provide written notice to the borrower as to whether SCRA benefits have been granted or denied.

i. If the request is granted, Village Capital shall notify the borrower of the effective date of the interest rate reduction, the amount of the new monthly payment, and the amount of any interest overpayments to be refunded to the borrower. The notice shall explain how the effective date, new monthly payment, and refund have been calculated. If a refund is due, Village Capital shall allow the borrower to decide if the amount of any interest overpayments will be: (a) paid to the borrower by check; (b) applied to the next periodic payment; or (c) credited to the principal amount of the loan.

ii. If the request is denied, Village Capital shall notify the borrower of the reason for the denial and shall inform the borrower how to provide additional documentation or information that may establish eligibility for the reduced interest rate.

e) If an account qualifies for SCRA interest rate benefits, interest over 6 percent per year that would otherwise be incurred shall be forgiven.

f) In applying SCRA interest rate benefits to an account, Village Capital shall not accelerate the payment of principal. Village Capital shall ensure that the amount of any periodic payment due from a servicemember shall be reduced by the amount of the interest forgiven that is allocable to the period for which such payment is made.

g) Village Capital shall ensure when it applies SCRA interest rate benefits to an account, the application of the benefits will not result in an adverse report relating to the creditworthiness of the servicemember to the VA or to any other person engaged in the practice of assembling or evaluating consumer credit information. If necessary, Village Capital will ensure that credit reporting is turned off while benefits are being applied to the account.

h) Village Capital shall ensure that all communications to the borrower or co-borrower accurately state the contractual interest rate on the loan and the rights and benefits conferred by the SCRA.

i) Village Capital shall not raise the interest rate on an eligible borrower's mortgage loan to an amount higher than six percent (6%) per year unless the DMDC website confirms that the borrower is no longer eligible for SCRA interest rate benefits. Before raising the interest rate on any eligible borrower's loan, Village Capital shall notify the borrower of the company's intent to terminate SCRA interest rate benefits and give the borrower an opportunity to provide additional documentation or information establishing the borrower's continued eligibility for SCRA interest rate benefits.

18. The United States shall review and respond to the proposed SCRA policies and procedures submitted by Village Capital in accordance with Paragraph 17. If the United States objects to any part of the proposed SCRA policies and procedures, the Parties shall meet and confer to resolve their differences. Village Capital shall begin the process of implementing the SCRA policies and procedures within fourteen (14) calendar days of nonobjection by the United States.

19. If, at any time during the term of this Agreement, Village Capital proposes to materially change its SCRA policies and procedures, it shall first provide a copy of the proposed changes to counsel for the United States. If the United States does not deliver written objections to Village Capital within thirty (30) calendar days of receiving the proposed changes, the changes may be implemented. If the United States makes any objections to the proposed changes within the thirty (30) calendar day period, the specific changes to which the United States objects shall not be implemented until the Parties meet and confer to resolve their differences.

C. Training

20. Village Capital shall provide SCRA compliance training to all employees who are involved in receiving, handling, or processing requests for SCRA interest rate benefits or calculating or applying SCRA interest rate benefits ("covered employees"). Village Capital shall provide to each covered employee: (a) training on the terms of the SCRA that apply to mortgage loans; (b) training on Village Capital's SCRA policies and procedures (both those required pursuant to Paragraph 17 and all others adopted by Village Capital) specific to the employee's responsibilities or associated with that employee's position; and (c) the contact information for the individual or individuals designated to receive SCRA complaints described in Paragraph 16(b).

21. Within thirty (30) calendar days of the United States' non-objection to Village Capital's SCRA Policies and Procedures pursuant to Paragraph 18, Village Capital shall provide to the United States the curriculum, instructions, and any written material included in the training required by Paragraph 20. The United States shall review these training documents and materials. If the United States objects to any part of the proposed SCRA training materials, the Parties shall meet and confer to resolve their differences.

22. Village Capital shall provide SCRA compliance training to all covered employees within thirty (30) calendar days of the United States' non-objection pursuant to Paragraph 21.

23. During the term of this Agreement, Village Capital shall provide annual SCRA training, with the same content as described in Paragraph 20, to covered employees with respect to their responsibilities and obligations under the SCRA and Village Capital's SCRA policies and procedures.

24. Village Capital shall require that any employee who subsequently becomes a covered employee complete the training required by Paragraph 22 within thirty (30) calendar days of their becoming a covered employee.

25. Covered employees may undergo the training required by Paragraphs 22-24 via live training, computer-based training, web-based training, or via interactive digital media. If the training is conducted in any format other than live training, Village Capital shall ensure that covered employees can have their questions answered by a company contact that Village Capital identifies as having SCRA expertise following the training. Village Capital shall bear any expenses associated with any SCRA training.

26. Village Capital shall secure a signed verification from all employees at the trainings required by Paragraphs 22-24, substantially similar to the content of the form attached as Appendix A, acknowledging that they have received, read, and understood the SCRA policies and procedures, have had the opportunity to have their questions about these documents answered, and agree to abide by them.

27. During the term of this Agreement, copies of the signed verifications shall be provided to the United States upon request. Village Capital shall also certify in writing to counsel

for the United States that all covered employees have successfully completed the training required by Paragraphs 22 and 23.

D. Compensation for Aggrieved Servicemembers

28. Within ten (10) calendar days after the effective date of this Agreement, Village Capital shall deposit $425,000 into an interest-bearing escrow account ("Settlement Fund") to compensate servicemembers whom the United States determines have been harmed by Village Capital's violations of the SCRA ("aggrieved servicemembers"). Village Capital shall be solely responsible for any costs, taxes, or fees related to the Settlement Fund. Any interest that accrues will become part of the Settlement Fund and shall be used and disposed of as set forth herein. Village Capital shall add funds to the escrow account as necessary to meet its obligations under this Agreement.

29. Within ten (10) calendar days after the effective date of this Agreement, Village Capital shall submit proof to the United States that the Settlement Fund has been established and that all funds have been deposited.

30. The United States has reviewed requests for SCRA interest rate benefits between March 1, 2020, and April 1, 2025, and has identified 41 accounts where SCRA interest rate benefits were incorrectly applied by Village Capital. The United States has provided a list of those accounts to Village Capital.

31. Within thirty (30) days of the effective date of this Agreement, Village Capital shall provide to the United States an electronically searchable list of all accounts that requested SCRA interest rate benefits between April 1, 2025, and the effective date of this Agreement. The list shall be in Microsoft Excel format and shall contain the following information: (1) the account number; (2) the borrower's first name, last name, and social security number; (3) the co-

borrower's first name, last name, and social security number; (4) the date of the loan; (5) the contractual interest rate on the loan; (6) whether the account was approved for SCRA interest rate benefits; and (7) if approved, the date that the SCRA interest rate benefits started and ended.

32. For each account identified pursuant to Paragraph 31 and any account that was approved for SCRA interest rate benefits prior to April 1, 2025 and continued to receive SCRA interest rate benefits after April 1, 2025, within thirty (30) days of the effective date of this Agreement, Village Capital shall provide to the United States: (1) copies of any written or electronic correspondence with the borrower or co-borrower; (2) copies of any request for SCRA interest rate benefits, military orders, or DMDC search results; and (3) copies of the original note and mortgage, amortization schedule, payment history, and all monthly account statements. Upon request, Village Capital shall work cooperatively with counsel for the United States to provide additional documents or information regarding the accounts identified pursuant to Paragraphs 30 and 31.

33. The United States shall evaluate the documents and information provided by Village Capital and undertake any independent investigation it deems appropriate to identify accounts where SCRA interest rate benefits were incorrectly denied or applied by Village Capital. Within (60) days of receiving the documents and information pursuant to Paragraphs 31 and 32, the United States shall provide Village Capital with the full list of violations and the amount of compensation to be paid to each aggrieved servicemember or coborrower in accordance with Paragraph 34 of this Agreement. If Village Capital objects to the identification of any violation or the calculation of compensation, it shall have thirty (30) days to produce evidence to the United States. After considering in good faith all evidence produced by Village Capital, the United States shall make a final determination of violations and the amount of

compensation to be paid to aggrieved servicemembers and coborrowers. Within ten (10) calendar days of the United States' final determination, Village Capital shall provide the United States proof that it has deposited sufficient funds into the Settlement Fund to compensate all aggrieved servicemembers and coborrowers.

34. For each identified violation, Village Capital shall pay the following in compensation:

a. An amount equal to any accelerated principal payment or interest or fees charged above six percent (6%) that were paid by the servicemember beginning on the date that the servicemember received orders to military service and ending (i) one year after the period of military service has ended or (ii) on the effective date of this Agreement, whichever is earlier; and

b. An additional payment of $500 or an amount equal to three times the amount set forth in Paragraph 34(a), whichever is larger.

The amount calculated pursuant to Paragraph 34(a) shall be distributed equally among all co-borrowers (including non-servicemember borrowers). The amount calculated pursuant to Paragraph 34(b) shall be paid only to the aggrieved servicemember.

35. In cases where Village Capital has already issued a refund to the aggrieved servicemember for the purpose of remediating its SCRA violations, the amount of any refund shall be subtracted from the total amount of compensation owed to the aggrieved servicemember pursuant to Paragraph 34.

36. Village Capital must make good faith efforts to deliver payment to each aggrieved servicemember and co-borrower in the amount calculated pursuant to Paragraphs 34 and 35 within thirty (30) calendar days of receiving the United States' final determination pursuant to

Paragraph 33. All compensation checks may include the phrase "Settlement in Full" in the memorandum section. All compensation checks shall be accompanied by a copy of a letter (the form of which is to be approved in advance by the United States) explaining that cashing or endorsing the check releases all claims against Village Capital related to claims for violations of Section 3937 and 3919 of the SCRA through the effective date of this Agreement.

37. Village Capital shall provide the United States with samples of all letters, and receive the United States' non-objection, before mailing any letter required by this Agreement to aggrieved servicemembers and coborrowers.

38. Village Capital shall promptly skip trace and make reasonable efforts to redeliver or reissue any payment or notification that is returned as undeliverable. Village Capital shall also promptly skip trace and make reasonable efforts to redeliver or reissue any payment or notification that is not deposited, cashed, or returned within six (6) months of the date the initial payment or notification is sent.

39. Compensation checks shall remain valid for at least six (6) months after issuance. During the term of this Agreement, Village Capital shall, upon the request of an aggrieved servicemember or coborrower, or upon the request of the counsel for the United States, reissue any checks that are not cashed or deposited prior to their expiration.

40. For the duration of the Agreement, every six (6) months following the mailing of notices to aggrieved servicemembers, Village Capital shall provide the DOJ with an accounting of all releases received, checks issued, checks cashed or deposited (including check copies), and notifications without responses or that were returned as undeliverable.

41. Any amounts in the escrow account required that have not been distributed to aggrieved servicemembers within four (4) years of the date of this Agreement shall be paid to the

United States Treasury in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

42. Village Capital will not refuse to make a payment based on a waiver or release of legal claims or an arbitration agreement previously signed by any aggrieved servicemember or coborrower.

43. No individual may obtain review by the Parties of the identifications made, and payments disbursed (including the amounts thereof), pursuant to the Agreement.

E. Civil Penalty

44. Within ten (10) calendar days after the effective date of this Agreement, Village Capital shall pay $79,380 to the United States Treasury as a civil penalty pursuant to 50 U.S.C. § 4041(b)(3) to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

F. Other Relief

45. Within thirty (30) days of the effective date of this Agreement, Village Capital shall identify and request the correction of any inaccurate credit reporting caused by the application of SCRA interest rate benefits to any account from March 1, 2020 to the effective date of this Agreement. Village Capital shall send requests for correction of any inaccurate reporting to the Department of Veterans Affairs and all credit bureaus to which it reports.

46. Within thirty (30) days of the effective date of this Agreement, Village Capital shall certify to the United States that it has requested the correction of any inaccurate credit reporting in accordance with Paragraph 45.

47. At any time during the term of this Agreement, upon the request by a servicemember or coborrower, Village Capital shall provide a supporting letter or documentation

to any lender, mortgage broker, financial institution, credit bureau, housing provider, government agency, or other entity to facilitate the correction, clarification, or expungement of information related to any inaccurate credit reporting caused by the application of SCRA interest rate benefits to the servicemember or coborrower's account.

G. Additional Reporting and Recordkeeping Requirements

48. For the duration of this Agreement, Village Capital shall retain all records relating to its obligations hereunder, including records with respect to SCRA interest rate benefits and all records relating to compliance activities as set forth herein. The United States shall have the right to review and copy any such records, including electronic data, upon reasonable request during the term of this Agreement.

49. During the term of this Agreement, Village Capital shall notify counsel for the United States in writing every six (6) months of receipt of any complaint claiming a violation of, or alleging facts that would constitute a violation of, rights under Sections 3919 or 3937 of the SCRA. Village Capital shall provide a copy of any written complaints with the notifications. Whether regarding a written or oral complaint, the notification to the United States shall include the full details of the complaint, including the complainant's name, address, telephone number, and email address, and the full details of all actions Village Capital took to resolve the complaint. Village Capital shall also promptly provide the United States all information it may reasonably request concerning any such complaint. If the United States raises any objections to Village Capital's actions, the Parties shall meet and confer to consider appropriate steps to address the concerns raised by the United States' review.

V. SCOPE OF SETTLEMENT AGREEMENT

50. The provisions of this Agreement shall apply to Village Capital and any of its officers, employees, agents, representatives, subsidiaries, assigns, acquired companies or successors-in-interest, and all persons and entities in active concert or participation with any of those entities.

51. In the event that Village Capital is acquired by or merges with another entity, Village Capital shall, as a condition of such acquisition or merger, obtain the written agreement of the acquiring or surviving entity to be bound by any obligations remaining under this Agreement for the remaining term of this Agreement.

52. This Agreement releases only the claims for the alleged violations of Section 3919 and 3937 of the SCRA identified in this Agreement. This Agreement does not release any other claims that may be held or are currently under investigation by any federal agency against Village Capital or any of its affiliated entities.

53. Nothing in this Agreement will excuse Village Capital's compliance with any currently or subsequently effective provision of law that imposes additional obligations on it.

VI. IMPLEMENTATION AND ENFORCEMENT

54. This Agreement shall be in effect for a period of four (4) years from its effective date.

55. The United States may review compliance with this Agreement at any time. Village Capital agrees to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Village Capital shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

56. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by Village Capital to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify Village Capital in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. Village Capital shall have thirty (30) calendar days from the date the United States provides notification of any breach of this Agreement to cure the breach.

57. If the Parties are unable to reach a resolution within thirty (30) calendar days, the United States may bring a civil action for breach of this Agreement, or any provision thereof, in the United States District Court for the District of Nevada. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

58. In the event the United States files a civil action as contemplated by Paragraph 57 to remedy breach of this Agreement, the United States may seek the following: (1) an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; (2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and (3) any additional relief that may be available under law or equity. If such a civil action is filed, Village Capital expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue, or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

59. The Parties shall be responsible for their own attorneys' fees and costs, except as provided for in Paragraph 58.

60. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

VII. EXECUTION AND OTHER TERMS

61. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement.

62. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

63. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

64. This Agreement constitutes the complete agreement between the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

65. This Agreement is governed by and shall be interpreted under the laws of the United States.

66. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the entities indicated below.

67. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the

performance of one Party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

68. This Agreement is a public document. All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public, subject to any applicable privacy laws.

69. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

70. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

71. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms is challenged by a third party in a court other than the United States District Court for the District of Nevada, the Parties agree that they will seek removal and/or transfer to the United States District Court for District of Nevada.

72. This Agreement may be modified only with the written consent of the Parties. Any modifications must be in writing and signed by the Parties through their authorized representatives.

For the United States of America

Dated: October 19, 2026

TODD M. BLANCHE
Attorney General

SIGAL CHATTAH
First Assistant United States Attorney

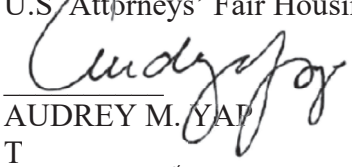
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For Village Capital & Investment, LLC

Dated: October__, 2026

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For the United States of America

Dated: October __, 2026

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For Village Capital & Investment, LLC

Dated: October 15, 2026

DAVID SHIRK, ESQ.
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Washington, D.C. 20006

APPENDIX A

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____ _____, 20__, I was provided training regarding compliance with the Servicemembers Civil Relief Act (SCRA) and a copy of Village Capital's SCRA Policies and Procedures applicable to my duties. I have read and understand these documents and have had my questions about these documents and the SCRA answered. I understand my legal responsibilities and shall comply with those responsibilities.

_____
Signature

_____
Print name

_____
Job title