

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT (this “**Agreement**”) is entered into and dated effective as of March 8, 2022 (the “**Effective Date**”), by and between LEGACY SCHOOLS, an Alabama nonprofit corporation doing business as Legacy Prep (“**Legacy**”) and 3OAKS RESOURCE GROUP INTL (“**3OAKS**” (“**3Oaks**”) and together with Legacy, each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties are parties to that certain invoicing, dated as of August 2, 2021 (as amended, the “**Payment Agreement Invoice**”), and

WHEREAS, the Parties mutually desire to ~~(i)~~ compromise the fees payable under the **Payment Agreement Invoice** subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties, intending to be legally bound, agree as follows:

1. **Compromise Fee; Acknowledgement.**

~~2. **Compromise Fee; Acknowledgement**~~(a) **Compromise Fee.** The Parties agree that in lieu of the payment of any and all fees or other sums or payments due from Legacy to 3Oaks under the ~~Invoice Agreement~~, Legacy shall pay 3Oaks the sum of One-Hundred ~~and~~ Forty-Four Thousand Four Hundred ~~and~~ Twelve and 52-~~100~~-100 Dollars (\$144,412.52) (~~the~~-The “**Compromise Fee**”), which shall be payable in the manner, ~~and~~ on or before the dates, ~~specified in the attached Exhibit A~~ this Section 1.

(b) Manner of Payment. Each installment payment of the Compromise Fee from Legacy to 3Oaks shall be made in immediately available funds by ACH deposit or check payable to 3 Oaks Resources Group International at PO Box 565492, Pinecrest, Florida 33256.

(c) Payment Schedule. Installments of the Compromise Fee shall be paid in the manner provided in Section 1(b), in the amounts, and on or before the dates, set forth in the table below in this Section 1(c):

<u>Payment Due Date</u>	<u>Payment Amount</u>
<u>April 31, 2022</u>	<u>\$15,000.00</u>
<u>May 30, 2022</u>	<u>\$5,000.00</u>
<u>June 30, 2022</u>	<u>\$5,000.00</u>
<u>July 31, 2022</u>	<u>\$5,000.00</u>
<u>August 31, 2022</u>	<u>\$5,000.00</u>
<u>September 30, 2022</u>	<u>\$5,000.00</u>
<u>October 31, 2022</u>	<u>\$5,000.00</u>
<u>November 30, 2022</u>	<u>\$5,000.00</u>
<u>December 31, 2022</u>	<u>\$5,000.00</u>
<u>January 31, 2023</u>	<u>\$89,412.52 or Total remaining balance DUE</u>
<u>TOTAL</u>	<u>\$144,412.52</u>

limit the rights of Legacy to utilize the **materials**³ (as defined in the Invoice ~~Agreement~~) with respect to the **Furniture**⁴ (as defined in the Invoice ~~Agreement~~).

4. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) relating to the subject matter hereof, and there are no agreements, understandings, warranties, representations, or covenants of the Parties hereof other than those set forth in this Agreement.

6. **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Alabama, without giving effect to conflict of laws principles.

7. **Further Assurances; Necessary Actions.** The Parties agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done and made, upon the written request of the other Party, any and all agreements, instruments, papers, documents, waivers, acts, or things, supplemental, confirming, or otherwise, as may be reasonable requested to effect the purpose and intent of this Agreement.

8. **Severability.** If any term or provision of this Agreement or the application thereof under certain circumstances is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or any other application thereof.

9. **Headings and Captions.** The headings and captions set forth in this Agreement are for convenience and reference only and shall not be used in interpreting or construing this Agreement.

10. **Recitals.** The recitals to this Agreement are incorporated in, and made a part of, this Agreement.

11. **Counterparts; Facsimile Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including, .pdf), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

[Signatures appear on the following pages]

[Remainder of this page intentionally left blank]

³ [Note to Draft: Does the Invoice actually define "materials"?](#)

⁴ [Note to Draft: Does the Invoice actually define "furniture"?](#)

IN WITNESS WHEREOF, the Parties have mutually executed and delivered this Agreement to be effective as of the Effective Date.

LEGACY:

LEGACY SCHOOLS

By: _____
Name: _____
Title: _____

3OAKS:

3OAKS RESOURCE GROUP INTL

By: _____
Name: _____
Title: _____

Exhibit A

Compromise Fee

<u>Payment Due Date</u>	<u>Payment Amount</u>
April 31, 2022	\$15,000.00
May 30, 2022	\$5,000.00
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October 31, 2022	\$5,000.00
November 30, 2022	\$5,000.00
December 31, 2022	\$5,000.00
January 31, 2023*	\$89,412.52 or Total remaining balance DUE
<u>TOTAL</u>	<u>\$144,412.52</u>

*Interest fees and late payments will begin to accrue on balance after this date. The total remaining balance of contract will be due.