

EXHIBIT A-1

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the foregoing agreements set forth herein by and between EARTHMIX FRUIT & VEGETABLE CO. ("Seller"), and NATIONAL PRODUCE SALES, INC. ("Buyer"), DAVID M. EL-ABOUDI, and MICHAEL HUGHES, ("collectively "Buyer's Principals"), (Buyer, Buyer's Principals, and the Seller are referred to as the "Parties") regarding that certain perishable agricultural commodities ("Produce") and/or other items (collectively, "transactions") was sold by the Seller to the Buyer which remains unpaid, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer, only upon full compliance with the payment terms set forth below, do hereby forever release and discharge each other, including the Buyer's Principals in their individual capacities, and any and all employees, owners, shareholders, directors, affiliated firms or corporations, and independent contractors of each, from any and all actions, causes of action, claims, demands, damages, costs, compensation and all other consequential or incidental damage of any kind, whether now known or unknown, arising out of or on account of or in consequence of the transactions between the Parties, and including any and all claims which each may have against the other under any legal theory which arose prior to the date of execution of this Settlement Agreement and Mutual Release of All Claims ("Release", "Mutual Release" or "Agreement").

There are legal proceedings between the parties entitled Earthmix Fruit & Vegetable Co. v. National Produce Sales, et al., Case No. 16-cv-9243 pending in the United States District Court for the Northern District of Illinois ("Lawsuit").

The Parties hereto further agree that they each rely solely upon their own respective judgment as to the nature and extent of any damages sustained as a result of the above-described sale and purchase and the claims and transactions related thereto by all companies and persons, and that none have been influenced to any extent whatsoever in making this release by the other or by any other person, firm or corporation hereby released.

V2 112516

It is further understood and agreed that the payments hereunder and the execution of this Release shall in no way constitute an admission of liability by any party, or any other person, firm or corporation hereby released, by all of whom liability is expressly denied.

This Mutual Release contains the entire agreement between the Parties hereto and the terms hereof are contractual and not a mere recital.

The Parties acknowledge that they have carefully read the foregoing Mutual Release, know the contents thereof, and execute the same as their free act and will and for their own benefit. Persons signing this Mutual Release have full authority to execute the same.

ACCORDINGLY, the Parties agree as follows:

1. Settlement Amount. The Seller agrees to accept a total of \$43,002.90 ("Settlement Amount") in full satisfaction of all claims that may or may not be brought against the Buyer and/or Buyer's Principals under any legal theory including any potential claims under the Perishable Agricultural Commodities Act ("PACA") 7 USC 499a-t. Full satisfaction occurs once full payment has been made.

2. Payments. The Seller, Buyer, and Buyer's Principals jointly and severally agree that the Settlement Amount will be paid with an initial down payment of \$4,830.50 hand delivered to Seller on Monday, November 28, 2016 and five (5) weekly installments in the amount of \$7,634.48 per week ("Installment Payments") beginning Monday, December 5, 2016 and payable on each Monday of every week until the Settlement Amount is paid in full. All payments are to be made by certified funds.

3. Payments to be Certified. It is a material breach of this agreement if Buyer or Buyer's Principals try to make a payment with an uncertified personal or business check. Only certified funds such as a bank check, cashier's check, or money order are acceptable under this agreement.

4. Duty to Defend. Buyer and Buyer's Principals specifically agree, represent, and warrant that payment of the Installment Payments will not cause Buyer to become

V2 112516

insolvent and that Buyer has sufficient funds to meet its other PACA trust obligations to other PACA trust beneficiaries besides the Seller. In the event any third party sues Seller for disgorgement of the Installment Payments or otherwise tries to recover the Installment Payments from Seller, Buyer and the Buyer's Principals individually specifically agree to jointly and severally indemnify Seller and hold Seller harmless and agree to jointly and severally pay the attorney's fees and costs Seller incurs in defense of such third-party actions.

5. Dismissal Upon Full Payment. The parties agree to ask the court to leave the case pending until the Settlement Amount is paid in full. Within fourteen (14) days of when the final Installment Payment is received by Seller, the parties agree that Seller will file a Notice of Dismissal With Prejudice and Without Costs or the parties will file a Stipulation to the same, whichever is proper under the Federal Rules of Civil Procedure at the time.

6. Consent Judgment. Parties agree that they will execute an Agreed Motion for Entry of Consent Judgment ("Motion") and a Consent Judgment against the Buyer and Buyer's Principals individually in the full amount sought in the complaint of \$47,506.52 plus interest and attorney's fees, minus any amounts actually paid under this Agreement. The Consent Judgment and Motion shall be executed by all parties and held in trust by counsel for Seller and shall not be filed with the court unless the Buyer and Buyer's Principals are in default as defined below.

7. Default. If Buyer and Buyer's Principals fail to make any payment when due under this agreement, Buyer and Buyer's Principals shall be deemed to be in default. Seller's counsel shall send via email to counsel for Buyer and Buyer's Principals a written notice of default. If the Buyer and Buyer's Principals default under this agreement and fail to cure said default within two (2) days of their counsel receiving said notice of default, then counsel for Seller shall have the right to file the Motion with the Court and submit the executed Consent Judgment to the Court for entry without notice to Buyer or Buyer's Principals.

8. In the event enforcement of this Mutual Release beyond filing of the Motion and

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submission of the Consent Judgment becomes necessary, the Parties consent to jurisdiction in the U.S. District Court for the Northern District of Illinois and the Seller and Buyer's Principals further agree that the prevailing party shall be entitled to recover attorney's fees, costs and expenses from the non-prevailing party.

9. The Parties agree that the terms of this Mutual Release will be confidential and that the underlying facts, issues, negotiations, and terms of resolution of this matter shall not be disseminated to any individual or entity other than the parties' respective attorneys and accountants unless directed by Court Order or lawful Subpoena. The aforementioned notwithstanding, the Parties may disclose the existence of a settlement.

10. In the event a court of competent jurisdiction finds one or more provisions of this Mutual Release to be unenforceable, the remaining provisions of this Mutual Release shall remain in effect and enforceable.

DATED this 30th day of November, 2016.

Agreed and Accepted:

NATIONAL PRODUCE SALES, INC.

By: [Signature]

Print Name: Michael Hughes

Title: Owner

Agreed and Accepted:

[Signature]
DAVID M. EL-ABOUDI, Individually

Agreed and Accepted:

[Signature]
MICHAEL HUGHES, individually

Agreed and Accepted:

EARTHMIX FRUIT & VEGETABLE CO.

By: [Signature]

Print Name: Michael Fleming

Title: President