RE: DEBT PURCHASE AGREEMENT

This Debt Purchase Agreement ("Agreement") is entered into on October 22nd, 2023, by and between Morgan Sheraton & Co, hereinafter referred to as the "Bank," and Pressler, Felt & Warshaw, LLP, hereinafter referred to as the "Debt Collection Agency."

WHEREAS, the Bank holds a certain debt (the "Debt") as a result of a contract previously entered into between the Bank and a debtor (the "Debtor");

WHEREAS, the Debt Collection Agency desires to purchase the Debt from the Bank for the agreed-upon amount;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SALE OF DEBT

The Bank agrees to sell, transfer, and convey to the Debt Collection Agency, and the Debt Collection Agency agrees to purchase, the Debt in the amount of $31,800.00 (the "Purchase Price").

2. PURCHASE PRICE

The Debt Collection Agency shall pay the Purchase Price of $27,000.00 to the Bank within 1 days from the effective date of this Agreement.

3. ENFORCEMENT OF CONTRACT

The Debt Collection Agency shall have the right to enforce the contract that was signed between the Bank and the Debtor, which gave rise to the Debt in the case that the Debtor does not pay back the Debt Collection Agency

4. REPRESENTATIONS AND WARRANTIES

4.1 Bank's Representations and Warranties

The Bank represents and warrants that:

a) It is the legal owner of the Debt and has the authority to transfer and sell it to the Debt Collection Agency.

b) The Debt is valid, subsisting, and enforceable.

4.2 Debt Collection Agency's Representations and Warranties

The Debt Collection Agency represents and warrants that:

a) It has the financial capacity to pay the Purchase Price in accordance with this Agreement.

b) It will conduct its debt collection activities in compliance with all applicable laws and regulations.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth Of Redmont, without regard to its conflicts of law principles.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations.

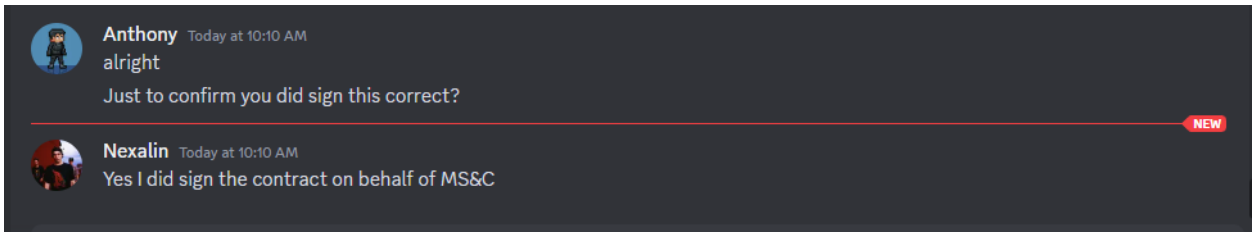
7. AMENDMENTS

This Agreement may only be amended in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Debt Purchase Agreement as of the date first above written.

By signing below you agree to the contract above.

Morgan Sheraton & Co
By: *Nexalin*
Title: Chief Executive Officer
Date: 10/22/23



Pressler, Felt & Warshaw, LLP
By: xAntho_ny
Chief Executive Officer
Date: October 22nd, 2023