



RELEASE OF LIABILITY

This General Release (this "Agreement") dated _____, between

(a) _____, located at _____,
_____, _____ ("**the Releasor**")

AND

(b) _____, located at _____,
_____, _____ ("**the Releasee**")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Releasor, or one who is validly recognized by law act on Releasor's behalf such as its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them declares, releases, and discharges Releasee from any and all claims, liabilities, damages, disputes, obligations, or causes of action of any nature and kind, known or unknown, which Releasor may have or ever had against Releasee or any of the Released Parties arising out of or relating to: the termination of a contractual relationship between the Releasor and the Releasee ("**Claims**").

2. In consideration and in exchange for the discharge and waive of the Claims, Releasee provides, which Releasor accepts, an amount of _____. In consideration for the complete settlement and satisfaction of any existing and prospective claims which Releasor may have against Releasee.

3. The Releasor acknowledges that this release herein is given with the intention of annihilating of certain obligations to fulfill to the Releasor, and with the intention of binding the Releasor's

assignees, heirs, spouse, executors, legal representatives and administrators.

4. This Release is not in any way be construed as an admission of fault by the Releasee nor be considered to have committed a wrongful act with respect to Releasor or any other person; neither that Releasee admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.

5. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release.

6. The provisions of this Release are severable. Should any provision is held to be invalid or unenforceable or invalid by any competent court, the same shall apply only to the said provision and shall not affect the validity of enforceability of any other provisions.

7. No modification, amendment, or alteration shall be considered as having been made unless by written mutual agreement by the parties of this release.

8. A full and complete compromise, adjustment, and settlement of all claims for injuries, losses, and damages resulting from or potentially resulting from the aforementioned dispute is made, with the declaration that all terms of this settlement have been fully understood and that the amount or type of consideration stated is the only consideration for this Agreement.

9. This Agreement herein shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF the Releasor and Releasee have duly affixed their signatures under hand and seal on _____.

Releasor

Releasee

Signature

Signature

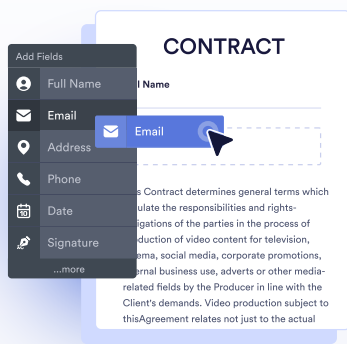


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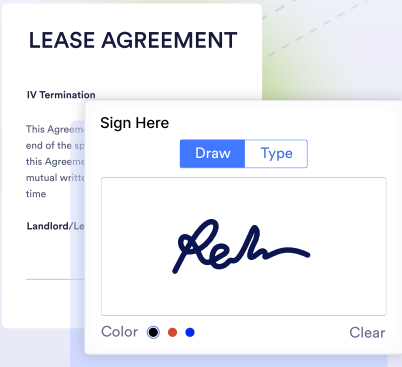
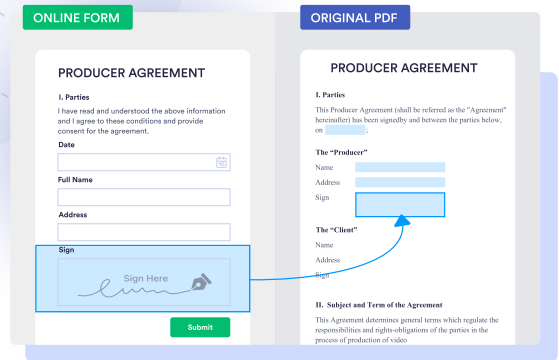
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