

MUTUAL RELEASE

This Mutual Release ("Release"), is executed this _____ day of _____, 199____, by and between, _____ (hereinafter referred to as the "_____"), and _____ (hereinafter "_____").

RECITALS:

WHEREAS, _____ holds claims against _____ for _____ (the "Indebtedness"); and

WHEREAS, _____ hereby agrees to _____ in return for a release of its Indebtedness to _____;

WITNESSETH:

NOW THEREFORE, for and in consideration of the payment of One Dollar (\$1.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. _____ does hereby release, cancel, forgive and forever discharge the _____, each of its predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, heirs, successors and assigns, and all of their officers, directors and employees from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the Indebtedness and/or the guaranty of payment of the Indebtedness as designated and described in the Agreement from the first day of the world, including this day and each day hereafter, and _____ does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

2. _____ does hereby release, cancel, forgive and forever discharge _____, and each of his holding companies, subsidiaries, affiliates, divisions, successors heirs, and assigns in all capacities whatsoever, including without limitation as an officer, director, employee, representative, designee, agent, and shareholder thereof, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of any matter, cause or thing whatsoever, from the first day of the world, including this day and each day hereafter, and each Borrower does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

3. The provisions of this Agreement must be read as a whole and are not severable and/or separately enforceable by either party hereto.

IN WITNESS WHEREOF, the undersigned have executed this Release in triplicate originals as of the day, month and year first set forth above.

WITNESS:
