

## APPENDIX 1G

### REAL PROPERTY LEASE RELEASE

This Real Property Lease Release ("Release") is entered into and effective as of \_\_\_\_\_, 2000 ("Effective Date"), by and between:

**XXXXX**, a [insert state] [insert type of business entity] ("Lessor"), and

**YYYYY**, a [insert state] [insert type of business entity] ("Lessee").

Lessor and Lessee are referred to collectively herein as "Parties".

Now, Therefore, the parties hereby agree as follows:

1. General Release. For and in consideration of the sum of \$1.00 in hand paid, the receipt of which is hereby acknowledged, Lessor on behalf of itself and its heirs, representatives, agents, successors and assigns does hereby release and absolutely discharge Lessee and its shareholders, members, partners, directors, officers, employees, agents, attorneys, legal successors, representatives and assigns and each of their Affiliates (as defined in Section 2), of and from any and all losses, liabilities, demands, obligations, damages, costs (including reasonable attorneys' fees), judgments, claims, actions and causes of action arising out of, in connection with or related to that real property lease

("Lease") described in Schedule A, whether now known or unknown, which Lessor now has, or at any other time had, based on or arising out of any matter, cause, fact, thing, act or omission whatsoever occurring or existing at any time to and including the Effective Date, including any claims of wrongful termination, breach of contract, tortious interference with a contract or any applicable law (collectively, "Claims").

2. Definition. The term "Affiliate" means any entity owned by, or under common control with, another entity.

3. Entire Agreement. This Release embodies the entire agreement and understanding of the Parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Release. No representation, promise, inducement or statement of intention has been made by any Party that has not been embodied in this Release and in the Schedule.

4. Counterparts. This Release may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Release, and all of which, when taken together, will be deemed to constitute one and the same agreement.

5. Invalidity. If a court in any proceeding holds any provision of this Release or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Release, or the application of such provision to persons or circumstances other

than those to which it was held to be invalid, illegal or unenforceable, will not be affected and will be valid, legal and enforceable to the fullest extent permitted by law.

6. Assignment. Neither Party will assign any of its rights or obligations under this Release, whether by operation of law or otherwise, without obtaining the prior consent of the other, except that the Parties may assign their rights under this Release to an Affiliate. No such assignment shall release the assigning Party from any liability for a breach of this Release. Subject to the foregoing, all of the provisions of this Release will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective heirs, executors, administrators, legal representatives, permitted successors and assigns.

7. Further Assurances. Each Party will execute and deliver such additional documents or take such additional actions as may be requested by the Party to this Release if such requested document or action is reasonably necessary to effect the transactions contemplated by this Release, and does not require the non-requesting Party to make any payment or assume any liability not otherwise stated in this Release.

8. Titles. Section titles or captions in this Release are included for purposes of convenience only and will not be considered a part of this Release in construing or interpreting any of its provisions. All references in this Release to "Sections" will refer to sections of this Release unless the context clearly requires otherwise. The Schedule shall be considered a part of this Release.

9. Inclusion. When used in this Release, the word "including" will have its normal common meaning and any list of items that may follow such word will not be deemed to represent a complete list.

10. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Release. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Release.

11. Gender; Plurality. Unless the context otherwise requires, when used in this Release, the singular will include the plural, the plural will include the singular, and all nouns, pronouns and any variations thereof will be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

12. Third Parties. The Parties do not intend that this Release will confer on any third party any right, remedy or benefit or that any third party will have any right to enforce any provision of this Release.

13. Consent to Jurisdiction. Each of the Parties consents and voluntarily submits to personal jurisdiction in the State of \_\_\_\_\_ and in the courts in such state located in \_\_\_\_\_, \_\_\_\_\_ and the United States District Court for \_\_\_\_\_, \_\_\_\_\_ Division as the exclusive court for any matter arising out of or relating to

this Release, and agrees that all claims raised in such proceeding may be heard and determined in such court. Each of the Parties further consents and agrees that such Party may be served with process in the same manner as a notice may be given under this Release.

14. Governing Law. This Release will be governed by, and will be construed and enforced in accordance with, the laws of \_\_\_\_\_, without giving effect to any conflict-of-law rule or principle of such state.

15. Time of Essence. Time is of the essence to the performance of the obligations set forth in this Release.

16. Notices. All notices, requests, consents, approvals, waivers, demands and other communications required or permitted to be given or made under this Release will be in writing and will be deemed delivered to the Parties (a) on the date of personal delivery or transmission by facsimile transmission, (b) on the first business day following the date of delivery to a nationally recognized overnight courier service or (c) on the third business day following the date of deposit in the United States Mail, postage prepaid, by certified mail, in each case, addressed as follows, or to such other address, person or entity as any Party may designate by notice to the others in accordance herewith:

If to Lessee:

With a required copy (which does not constitute notice) to:

If to Lessor:

With a required copy (which does not constitute notice) to:

In Witness whereof, the Parties have entered into this Release as of the date first written above.

By:

("Lessor")

By:

("Lessee")

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, [name and title of officer], on this day personally appeared [name of  
acknowledger], [known to me/proved to me on the oath of (name of witness)/proved to  
me through (description of identity card or other document)] to be the person whose

name is subscribed to the foregoing instrument and acknowledged to me that [he/she] executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of

\_\_\_\_\_.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

**Schedule A**

**Lessees**