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## DEED OF RELEASE

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THIS DEED MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

**BETWEEN**

Company Pty Ltd ACN 111 222 333

John Smith

(the “Releasers”)

**AND**

(the “Releasees”)

THIS DEED MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

**BETWEEN:** **Company Pty Ltd ACN 111 222 333** a company incorporated in Australia and having its registered office at 1 Sydney Street Sydney 2000,

**John Smith** of 1 Sydney Street Sydney 2000, **(the “Releasors”)**;

**AND:** **James Smith** of 34 Hastings road South Wentworth Victoria 3025

**Jason Sample** of 2 Sadie Avenue Brisbane 4000 **(the “Releasees”)**.

**RECITALS:**

- A. The Releasors and the Releasees have entered into various transactions and contracts with each other (the Arrangements) as described in the Schedule. Neither the Releasors nor the Releasees is aware of any claim or liability which any of them might have against another as at the date of this Deed arising out of those Arrangements. No proceedings have been commenced in any Court.
- B. The Releasors have agreed by this Deed to release the Releasees from all obligations and liabilities of whatsoever kind or nature and howsoever arising which in any way relate to the Arrangements.

**OPERATIVE PROVISIONS:**

**1 INTERPRETATION**

- (a) Headings and underlining are for convenience only and do not affect interpretations;
- (b) Words denoting the singular number include the plural and vice versa and words denoting a given gender include all genders;
- (c) The expression “person” includes an individual, body corporate, a business or an unincorporated association;
- (d) This Deed binds each party’s legal personal representatives, successors and lawful assignees;
- (e) When a party comprises two or more persons the rights and obligations of such persons pursuant to this Deed inure to the benefit of and bind all of them jointly and each of them severally; and
- (f) In this Deed any reference to the Arrangements is a reference to all contracts, arrangements, understandings, agreements, commitments, whether oral or in writing, expressed or implied, past, present or future between the Releasors on the one hand and the Releasees on the other hand and without limiting the generality of this definition includes the specific arrangements described in the Schedule.

## **2 CONSIDERATION FOR THE RELEASE**

- 2.1 Subject to the Releasees Return all equipment to the Releasors.
- 2.2 None of the releases or terms of this Deed shall have any affect to confer any release on the Releasees unless and until the Releasees have complied with Clause 2.1 to the complete satisfaction of the Releasors.

## **3 RELEASE BY RELEASORS**

- 3.1 The Releasors, subject to the Releasees' compliance with this Deed, release the Releasees from all actions, suits, causes, debts, claims, costs, demands or proceedings whatsoever in law, in equity, under statute or otherwise which the Releasors now have or could, would or might but for this Deed at any time hereafter have or had against the Releasees by reason of or on account of or in any way connected with the Arrangements.
- 3.2 To the extent to which there are any obligations outstanding under the terms of the Arrangements or any of them then to the fullest extent possible the Releasors forever waive the Releasors' right to compel the Releasees to perform those obligations.
- 3.3 To the extent to which there are any monies owing on any account whatsoever or which may in the future become owing on any account whatsoever by the Releasees to the Releasors as a result of or as a consequence of the Arrangements, the Releasors forever forego and waive the Releasors' rights and entitlements to receive such payments.

## **4 CONFIDENTIALITY**

- 4.1 The parties acknowledge that the existence, contents and substance of this Deed are commercially sensitive and confidential and accordingly, unless required by operation of law, no party may expressly or impliedly disclose any information in respect of this Deed to any person other than for the purpose of enforcing this Deed.

## **5 DEED MAY BE PLEADED AS BAR TO ACTIONS**

- 5.1 Subject to the Releasees' compliance with Clause 2.1, the parties each covenant and agree that the provisions of this Deed may be pleaded as a bar and complete defence to any actions, suits, causes, debts, claims, costs, demands or proceedings commenced by the Releasors at any time after the date of this Deed against any of the Releasees in any way related to the Arrangements or anything done or not done under the Arrangements and which are in any way contrary to or inconsistent with the releases and waivers in this Deed.

**6 ENTIRE AGREEMENT**

6.1 This Deed contains the entire agreement between the parties with respect to the subject matter of this Deed and represents all of the terms upon which the parties have settled the Dispute. No representation, undertaking or covenant given by any party to another prior to the date of this Deed has any effect on the terms of this Deed and to the extent to which they impose obligations or liabilities on a party in relation to any of the matters the subject of the Dispute all of those obligations and liabilities are forever extinguished and all rights relating thereto are forever abandoned and waived.

**7 COSTS**

7.1 Each party will bear its own costs arising out of or in any way relating to this Deed or its preparation.

**8 SEVERANCE**

8.1 Any provision of this Deed that is prohibited or unenforceable in any jurisdiction either generally or any particular circumstance will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. In that event the offending provision will not invalidate the remaining provisions of this Deed nor affect the legality or enforceability of that provision in any other jurisdiction or in respect of any other circumstance.

**9 COUNTERPARTS**

9.1 This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

**10 ANY OTHER NECESSARY ACTS**

10.1 Each party will at their own expense do all things and execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered all documents or instruments as each party will deem reasonably necessary to give full effect to this Deed.

**11 INDEPENDENT LEGAL ADVICE**

11.1 Each party has had the opportunity before executing this Deed to seek separate and independent legal advice as to the effect the execution of this Deed will have upon that party's rights and obligations, particularly arising or in anyway relating to the Arrangements.

## **SCHEDULE**

### **DESCRIPTION OF ARRANGEMENTS BETWEEN THE PARTIES**

All agreements will be terminated as of the 14 June 2010

**SAMPLE ONLY**  
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU  
PROVIDE THROUGH THE BUILDING PROCESS

Initial: \_\_\_\_\_

**THE PARTIES HAVE EXECUTED THIS DOCUMENT AS A DEED:**

**SIGNED AS A DEED BY** )  
**Company Pty Ltd** )  
**ACN 111 222 333** pursuant to )  
Section 127 of the *Corporations Act 2001* )  
in the presence of:

\_\_\_\_\_  
Director  
Print Name:

\_\_\_\_\_  
Signature of Witness  
Print Name:

\_\_\_\_\_  
Director/Secretary  
Print Name:

**SIGNED AS A DEED BY** )  
**John Smith** )  
in the presence of:

\_\_\_\_\_  
Signature of Witness  
Print Name:

\_\_\_\_\_  
Signature

**SIGNED AS A DEED BY** )  
**James Smith** )  
in the presence of:

\_\_\_\_\_  
Signature of Witness  
Print Name:

\_\_\_\_\_  
Signature

**SIGNED AS A DEED BY** )  
**Jason Sample** )  
in the presence of:

\_\_\_\_\_  
Signature of Witness  
Print Name:

\_\_\_\_\_  
Signature

