

STATE OF TEXAS

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COUNTY OF TARRANT

## MUTUAL RELEASE

### 1. PARTIES

This is an agreement by and between **JOHN DOE** , **DAVID SMITH** and **ALEX JOHNSON** whereby the parties do understand and agree as follows:

### 2. REPRESENTATIONS

**JOHN DOE** , **DAVID SMITH** and **ALEX JOHNSON** entered into an agreement wherein it is agreed that **JOHN DOE** shall withdraw from any business regarding **ACME ALCOHOL SALES, L.L.C.** as well as any other entity dealing with the sale or distribution of alcoholic beverages that the parties may have been involved with. Additionally, the parties agree that **DAVID SMITH** and **ALEX JOHNSON** shall withdraw from any business regarding **ACME SAMPLE BUSINESS, INC.** as well as any other entity dealing with the sale or distribution of automobiles that the parties may have been involved with.

In exchange for **JOHN DOE** 'S withdrawal and release of any claims regarding **ACME ALCOHOL SALES, L.L.C.** or any other entity dealing with the sale or distribution of alcoholic beverages that the parties may have been involved with **DAVID SMITH** and **ALEX JOHNSON** agree to release and indemnify **JOHN DOE** with regard to any debts or obligations incurred by **ACME ALCOHOL SALES, L.L.C.** or any other entity dealing with the sale or distribution of alcoholic beverages that the parties may have been involved with.

In exchange for **DAVID SMITH** and **ALEX JOHNSON**'S withdrawal and release of any claims regarding **ACME SAMPLE BUSINESS, INC.** or any other entity dealing with the sale or distribution of automobiles that the parties may have been involved with **JOHN DOE** agrees to release and indemnify **DAVID SMITH** and **ALEX JOHNSON** with regard to any debts or obligations incurred by **ACME SAMPLE BUSINESS, INC.** or any other entity dealing with the sale or distribution of automobiles that the parties may have been involved with

**3. EFFECTIVE DATE OF RELEASE**

This agreement shall be effective, and is signed and executed, on this the \_\_\_\_ day of November \_\_, 2005.

By: \_\_\_\_\_  
DAVID SMITH

By: \_\_\_\_\_  
ALEX JOHNSON

\_\_\_\_\_  
JOHN DOE