

MUTUAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That we, **JEFFREY EPSTEIN and L.S.J., LLC**, our respective principals, insurers, reinsurers, directors, stockholders, officers, employees, members, partners, affiliates, agents, representatives, brokers, personnel, assigns, successors, attorneys, relatives, and heirs, vessels or other entities, known or unknown ("**Parties of the First Part**") for and in good and valuable consideration in the form of a waiver of a claim of the sum of Twenty Six Thousand Eight Hundred Twenty and 51/100 Dollars (\$26,820.51) together with other good and valuable consideration the sufficiency and receipt whereof is hereby acknowledged, received from or on behalf of **MIDNIGHT EXPRESS POWER BOATS, INC.**, and their officers, agents, contractors, employees, underwriters and their affiliates, principals, attorneys, insurers, brokers, administrators, legal representatives, successors, servants, firms, assigns, corporations, employees, associations, estates, beneficiaries, legatees, devisees, dependents and any other persons, firms, partnerships, corporations, or other entities, known or unknown, ("**Parties of the Second Part**"), and in all other respects **Parties of the First Part** hereby fully release, remise, acquit, satisfy and forever discharge said **Parties of the Second Part**, of and from all manner of action and actions, cause and causes of action, bad faith actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, any and all alleged personal injuries, economic losses, property damages or equitable claims of any nature resulting therefrom, promises, variances, trespasses,

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damages, judgments, executions, claims and demands whatsoever in law or in equity which **Parties of the First Part**, hereafter can, shall or may have, against said **Parties of the Second Part** in any regard thereto by reason of the modifications, repairs, additions, refitting or other work undertaken by **Parties of the Second Part** to that certain vessel, a 1985 Midnight Express 37' Cuddy, hull number MXJ37053F585 (hereinafter "1985 Midnight") owned by **Parties of the First Part**, including all claims or expenses connected to the 1985 Midnight and for any and all damages, including: compensatory damages; personal injuries; personal expenses; property damages; delivery expenses; repair expenses; consequential damages, including claims for reimbursement or payment of interest, insurance or insurance subrogation liens, fees or expenses; non-pecuniary damages; bad faith damages; punitive damages; interest; attorney's fees; costs; damages; fees, sums and all other expenses whatsoever, known or unknown, and including without limitation, all claims and damages which were or could have been asserted by **Parties of the First Part** against **Parties of the Second Part**.

As part of the consideration for settlement, **Parties of the Second Part** agree to release, remise, acquit, satisfy and forever discharge the **Parties of the First Part** from any and all claims and damages of any sort arising from or related in any way to the matters listed above, including, without limitation, forgive any outstanding invoices unpaid by the **Parties of the First Part** arising out of the modifications, repairs, additions, refitting or other work undertaken by the **Parties of the Second Part** to the 1985 Midnight.

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Parties of the First Part further agrees to dismiss with prejudice any and all pending claims against the **Parties of the Second Part** in any court of law. If any lawsuit has been filed by the **Parties of the First Part** against the **Parties of the Second Part**, the **Parties of the First Part** agree that upon signing this Mutual Release, the **Parties of the First Part** shall deliver to **Parties of the Second Part** an executed Dismissal with Prejudice of any lawsuit filed in any jurisdiction against the **Parties of the Second Part**. The **Parties of the First Part** hereby authorizes the **Parties of the Second Part** to file said Dismissal with the Court and enter it as a matter of record.

All **Parties to this Mutual Release** (hereinafter "**Parties**") hereby warrant and represent that no other persons, firms, partnerships, corporations or entities, including insurers and their third party administrators, have or have had any interest in the claims, demands, obligations, or causes of action referred to hereinabove.

The **Parties** hereby warrant and represent they have the sole right and exclusive authority to execute this Mutual Release and to receive the consideration specified hereinabove.

The **Parties** hereby warrant and represent they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to hereinabove.

The **Parties** to this Mutual Release will each bear its own attorney fees, costs liens, claims, taxes, expenses or other charges of whatsoever nature, incurred or to be

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incurred as a result of the subject matter of this Mutual Release and any lawsuit that may have been filed by any of the **Parties**.

The **Parties** further agree that a breach of any of the warranties and representations made herein constitutes a material breach of this Mutual Release entitling the other party to sue for actual damages including attorney's fees and costs.

It is understood and agreed by the **Parties** that the settlement embodied in this Mutual Release is entirely a compromise of disputed and contingent claims, and the payment made pursuant hereto is not to be construed as acceptance or acknowledgement of or as an admission of any fact, claim or allegation of responsibility for or liability on the part of any of the **Parties**, by whom all such facts and claims and allegations of fault or liability are expressly disputed or otherwise denied.

The **Parties** hereby declare and represent that they have not relied upon any statement(s) or representation(s) made by or on behalf of the other **Parties** regarding any aspect of this matter including, without limitation, the alleged relationship between or status of any of the parties to the above-referenced civil litigation and the nature of their rights, claims, defenses and/or damages.

In entering into the settlement agreement underlying and embodied in this Mutual Release, the **Parties** hereby declare and represent that they have completely read the terms of the Mutual Release and that they are fully understood and are voluntarily accepted by them for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages

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or claims hereinabove set forth and for the express purpose of precluding forever any additional claims arising out of the subject incident.

It is further represented that, by the signatures set forth below, the **Parties** further declare and certify that the above and forgoing is true and correct and that they have full and unrestricted power and authority to enter into this Mutual Release.

The **Parties** agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Mutual Release.

If any provision of these covenants shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect or impair the validity, legality or enforceability of the remaining covenants contained herein.

The terms and conditions of this Mutual Release shall be governed by the laws of the State of Florida and shall be interpreted in accordance with the laws of the State of Florida. Any dispute concerning or related to this Mutual Release of all Claims, shall be litigated, if at all, in a competent court located in Ft. Lauderdale, Florida, U.S.A.

This Mutual Release shall become effective immediately following execution by the Plaintiff.

This Mutual Release shall not be construed against the party that has drafted it, but shall be construed as if it were prepared jointly by all **Parties**, and any uncertainty or ambiguity, or both, shall not be interpreted against the drafter.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2009.

By: _____
HARRIS GLASER
Vice President,
Midnight Express Power Boats, Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, appeared HARRIS GLASER, who did take an oath, swear and depose that he is the person described herein with authority to execute this instrument and who executed the foregoing instrument before me producing identification as described below.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2009.

Notary Seal

Notary Public

Print Name

Commission No. _____

Expiration Date _____

____ Personally Known
____ Id produced: _____

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