RELEASE AND SATISFACTION
OF ALL CLAIMS AND COVENANT NOT TO SUE

For and in consideration of the sum of Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, for and on behalf of themselves, their successors, heirs, executors, successors, assigns, administrators, personal representatives and family members (collectively, "Releasor"), hereby (i) fully, finally and forever remises, releases, acquits, satisfies and forever discharges **Vinay Bose,** an individual resident of the State of Georgia, and **Mommies Properties, LLC**, a Georgia limited liability company (collectively, "Releasee"), of and from any and all claims, demands, agreements, promises, contracts, covenants, suits, actions, causes of action, obligations, controversies, debts, costs, expenses, bills, accounts, sums of money, dues, damages, judgments, executions, losses and liabilities, of whatever kind or nature, whether in law, equity or otherwise, whether known or unknown, concealed or hidden, anticipated or unanticipated, including, but not limited to, any claims, whether express or implied, which Releasor had, may have had, now has, or hereafter shall or may have against Releasee up to and including the date of this Release and Satisfaction of All Claims and Covenant Not to Sue (the "Release") for any reason whatsoever, including any claims which arise from, or are in any way related to, whether directly or indirectly, to (A) certain improved real property located at 3450 Bentwood Drive, Cumming, Forsyth County, Georgia 30041 which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "Equestrian Center Property"), including, without limitation, any demand for access to, or use of, the Equestrian Center Property other than rights that exist by virtue of instruments that appear in the Forsyth County, Georgia real property records and that bind the Equestrian Center Property; (B) a certain Agreement Regarding Development between Bentwood Stables, LLC, and Linda Allen dated December 21, 2000 and recorded October 18, 2007 at Deed Book 4929, Page 130, Forsyth County. Georgia records; and (C) that certain civil action styled <u>Vinay Bose, Mommies Properties, LLC and FH Partners, LLC v. John Richards, Chattahoochee River Club Homeowners' Association, Inc. and John and Jane Doe</u>, Civil Action File No. 18-CV-1877-1, Superior Court of Forsyth County, Georgia (the "Lawsuit") (collectively, "Claims"); and (ii) fully, forever and finally covenants, agrees, represents, and warrants never to institute any action or assert any Claims against Releasee, which Releasor may have, or may claim entitlement to, or which hereafter may accrue or otherwise be acquired by Releasor with respect to any Claims.

Notwithstanding the foregoing, nothing contained herein shall be deemed to release any Claims that Releasor may have in the Equestrian Center Property by virtue of Releasor's membership in the Chattahoochee River Club Homeowner's Association, Inc. or any rights that Releasor might have to the Equestrian Center Property, by virtue of instruments that appear in the Forsyth County, Georgia real property records and that bind the Equestrian Center Property

Releasor (i) represents and warrants that Releasor is the sole real party in interest in and to each and all of the Claims and that there has been no assignment, sale, distribution or other transfer or disposition of any right, title or interest in any of the Claims; (ii) represents and warrants that Releasor is

duly authorized to enter into this Release; (iii) acknowledges that Releasor may hereafter discover facts different from or in addition to those Releasor now knows or believes to be true with respect to the Claims and agrees that, in such event, this Release nevertheless shall be and remain effective in all respects; (iv) represents and warrants that Releasor has conducted whatever investigation deemed necessary to ascertain all facts and matters related to this Release; (v) acknowledges and agrees that this Release is intended to be a full, final and complete settlement of all Claims that have been or could have been asserted by Releasor against Releasee; (vi) acknowledges and represents that no promise, inducement or agreement not herein expressed has been made to him by Releasee; (vii) represents and warrants that Releasor has read this Release, understands its contents and consequences, and has been fully advised by his legal counsel of his rights, obligations and responsibilities hereunder, or has chosen not to seek the advice of legal counsel, and that she is competent to execute this Release and does so voluntarily and with intent to be bound hereby; (viii) acknowledges that Releasee has made no admission of liability to Releasor of any nature whatsoever in connection with the Claims and that this Release is entered into solely to avoid the time and expense of litigation and to fully and finally settle all outstanding issues between Releasor and Releasee with regard to the Claims; (ix) acknowledges that this Release supersedes all previous agreements with Releasee with respect to the subject matter hereof; (x) acknowledges that this Release shall be governed by and construed in accordance with the laws of the State of Georgia, and (xi) will protect, indemnify and hold Releasee harmless against any an all claims which have been or may be brought against Releasee by any persons claiming under Releasor.

Releasor and Releasee agree to keep the terms of this Release confidential and will not disparage each other in any way. By acceptance of this Release, Releasee agrees that Releasee has no Claims against Releasor whatsoever, including claims for attorney's fees or other damages sought in the Lawsuit.

IN WITNESS WHEREOF, Releasor has duly executed this Release under seal as of _____, 20__.

Signed, sealed and delivered   _____(SEAL)
in the presence of: Name:_____

_____   _____(SEAL)
Unofficial Witness   Name:_____

_____
Notary Public

[Notary Seal]