1	STEVEN C. HOLTZMAN (CA BAR NO. 144177)				
2	sholtzman@bsfllp.com				
3	1999 Harrison Street, Suite 900				
4	Telephone: (510) 874-1000 Facsimile: (510) 874-1460				
5					
	D. MICHAEL UNDERHILL (pro hac vice) munderhill@bsfllp.com				
6 7	5301 Wisconsin Avenue NW Washington, D.C. 20015 Telephone: (202) 237-2727				
7 8					
9	Attorneys for Defendant				
10	CONNÈCTU, INC.				
11	UNITED STATES DISTRICT COURT				
12	NORTHERN DISTRICT OF CALIFORNIA				
13	SAN JOSE DIVISION				
14	THE FACEBOOK, INC. and MARK ZUCKERBERG,	Case No. 5:07-CV-01389-JW			
15	Plaintiffs,				
16	v.	CONNECTU, INC.'S PROPOSED			
17	CONNECTU, INC. (formerly known as	FORM OF RELEASE			
18	CONNECTU, LLC), PACIFIC NORTHWEST SOFTWARE, INC., WINSTON WILLIAMS,				
19	and WAYNE CHANG,				
20	Defendants.				
21					
22					
23					
24					
25					
26					
27					
28					
-	1	CONNECTU, INC.'s PROPOSED FORM OF RELEASE 5:07-CV-01389-JW			
		Dockets			

1	Pursuant to the Judgment Enforcing Settlement Agreement entered July 2, 2008 (the				
2					
3	"Judgment"), the Court has required each party to submit to the Court for approval a proposed				
4	form of release. On behalf of defendant ConnectU, Inc., and without waiver of any rights to				
5	appeal or otherwise to set aside the Judgment and reserving all rights with respect thereto,				
6	submitted herewith as Exhibit A is a proposed Release of Claims consistent with the Term Sheet				
7	& Settlement Agreement.				
8					
9					
10	July 9, 2008Respectfully submitted,				
11					
12	BOIES, SCHILLER & FLEXNER LLP				
13					
14	/s/ Steven C. Holtzman				
15	Steven C. Holtzman				
16	Attorneys for Defendant ConnectU, Inc.				
17					
18					
10					
20					
20					
21					
23					
24					
25					
26					
27					
28					
	2 CONNECTU, INC.'s PROPOSED FORM OF RELEASE 5:07-CV-01389-JW				

1	CERTIFICATE OF SERVICE			
2	I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF)			
3	electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants on July 9, 2008.			
4				
5				
6				
7	Dated: July 9, 2008			
8	/s/ <i>Steven C. Holtzman</i> Steven C. Holtzman			
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
	3 CONNECTU, INC.'s PROPOSED FORM OF RELEASE 5:07-CV-01389-JW			

EXHIBIT A

RELEASE OF CLAIMS

This Release of Claims shall be effective five (5) court days after the judgment entered on July 2, 2008, in *Facebook, Inc. and Mark Zuckerberg v. ConnectU, Inc., et al.*, Case No. 5:07-cv-01389-JW, in the United States District Court for the Northern District of California, becomes final and non-appealable (the "Judgment").

1. <u>Releases</u>

1.1 ConnectU, Inc. for itself and as the successor of ConnectU LLC and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, and each of their legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

1.2 Cameron Winklevoss, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

1.3 Tyler Winklevoss, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action,

costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

1.4 Divya Narendra, for himself and his current and former partners, limited partners, agents, attorneys, servants, employees, independent representatives, assigns, affiliates, and any and all persons, firms, corporations and partnerships which he controls or which claim through him, and each of his legal assigns, hereby releases, acquits, covenants not to sue, and forever discharges Facebook, Inc., TheFacebook LLC, Mark Zuckerberg, Dustin Moskovitz, Andrew McCollum, Christopher Hughes, Eduardo Saverin, and their current and former officers, directors, partners, limited partners, agents, attorneys, servants, employees, independent representatives, shareholders, predecessors, successors, assigns, affiliates, parent and subsidiary corporations, and any and all persons, firms, corporations and partnerships which they control or which claim through them, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, that were, or could have been asserted in the Lawsuits.

2. <u>Definitions</u>

2.1 The word "Lawsuits" as used in this Release of Claims shall mean (i) Case No. 1:04-CV-11923 (DPW), filed in the United States District Court for the District of Massachusetts; (ii) Case No. 5:07-cv-01389-JW, filed in the United States District Court for the Northern District of California; (iii) Case No. 1:07-cv-10593-DPW, filed in the United States District Court for the District of Massachusetts.

CONNECTU, INC.

By: _____

President

STATE OF)COUNTY OF)ss.:

Subscribed and sworn to before me this _____ day of _____, 2008

Notary Public

CERTIFICATE OF CORPORATE AUTHORITY

I, Maria Antonelli, Secretary of ConnectU, Inc., a corporation organized and existing under the laws of the State of Connecticut ("the Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on ______, 2008, at which meeting a duly constituted quorum of the Board of Directors was present and acting and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that Cameron Winklevoss, the President of ConnectU, Inc., is empowered and authorized to execute and deliver in the name and on behalf of this Company a Release of Claims as required by the Judgment Enforcing Settlement Agreement entered on July 2, 2008, in *Facebook, Inc. and Mark Zuckerberg v. ConnectU, Inc., et al.*, Case No. 5:07-cv-01389-JW, an action in the United States District Court for the Northern District of California, provided that such Release of Claims shall not be effective until five (5) court days after such judgment becomes final and non-appealable, and further provided that ConnectU, Inc., reserves the right to rescind, nullify, or otherwise revoke such Release of Claims consistent with any further court decision, order or judgment finding the underlying Term Sheet & Settlement Agreement to be invalid, void, revocable or otherwise unenforceable.

IN WITNESS WHEREOF, the undersigned has affixed her signature this ____ day of _____, 2008.

Secretary

STATE OF)	
COUNTY OF)	

Subscribed and sworn to before me this _____ day of _____, 2008

ss.:

Notary Public

CAMERON WINKLEVOSS

STATE OF COUNTY OF)) ss.:	
Subscribed and sworn to bef	ore me this	_ day of, 2008
		Notary Public
		TYLER WINKLEVOSS
STATE OF COUNTY OF)) ss.:	
Subscribed and sworn to bef	ore me this	_ day of, 2008
		Notary Public
		DIVYA NARENDRA
STATE OF COUNTY OF)) ss.:	
Subscribed and sworn to bef	ore me this	_ day of, 2008

Notary Public