

RELEASE

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, J&J Sports Productions, Inc., its members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns, attorneys in consideration for the sum of Five Thousand and 00/100 Dollars (U.S. \$5,000.00), with the following terms as indicated below, does hereby remise, release, and discharge, HILDA ARGUETA, DANIEL ARGUETA and JOHN ARGUETA, indv. and d/b/a CHARLIE'S RESTAURANT AND BAR INC. d/b/a CHARLIE'S RESTAURANT AND BAR and CHARLIE'S RESTAURANT AND BAR INC. d/b/a CHARLIE'S RESTAURANT AND BAR, their members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns and attorneys, from any and all manner of actions, causes of actions, suits, accounts, bonds, covenants, contracts, agreements, claims, judgments, and demands whatsoever in the law or equity, specifically relating to the broadcast of "*Fight of the year: The Rematch!*": *Juan Manuel Marquez v. Juan Diaz, Championship Fight Program*, which took place on July 31, 2010, involving the establishment known as Charlie's Restaurant and Bar located at 116 Buchanan Street, Belvidere, Illinois 61008.

Likewise, HILDA ARGUETA, DANIEL ARGUETA and JOHN ARGUETA, indv. and d/b/a CHARLIE'S RESTAURANT AND BAR INC. d/b/a CHARLIE'S RESTAURANT AND BAR and CHARLIE'S RESTAURANT AND BAR INC. d/b/a CHARLIE'S RESTAURANT AND BAR, their members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns and attorneys do hereby remise, release, and discharge J&J Sports Productions, Inc., and its members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns, and attorneys, from any and all manner of actions, causes of actions, suits, accounts, bonds, covenants, contracts, agreements, claims, judgments, and demands whatsoever in the law or equity, specifically relating to the broadcast of "*Fight of the year: The Rematch!*": *Juan Manuel Marquez v. Juan Diaz, Championship Fight Program*, which took place on July 31, 2010, involving the establishment known as Charlie's Restaurant and Bar located at 116 Buchanan Street, Belvidere, Illinois 61008.

The terms of settlement are: Payment in the amount of \$200.00 to be received by Plaintiff's counsel on or before February 15, 2013;

Payment in the amount of \$200.00 to be received by Plaintiff's Counsel on or before March 15, 2013, 2013;

Payment in the amount of \$200.00 to be received by Plaintiff's Counsel on or before April 15, 2013;

Payment in the amount of \$200.00 to be received by Plaintiff's Counsel on or before May 15, 2013;



Payment in the amount of \$200.00 to be received by Plaintiff's Counsel on or before June 15, 2013;

Payment in the amount of \$200.00 to be received by Plaintiff's Counsel on or before July 15, 2013;

Payment in the amount of \$633.33 to be received by Plaintiff's Counsel on or before August 15, 2013;

Payment in the amount of \$633.33 to be received by Plaintiff's Counsel on or before September 15, 2013;

Payment in the amount of \$633.33 to be received by Plaintiff's Counsel on or before October 15, 2013;

Payment in the amount of \$633.33 to be received by Plaintiff's Counsel on or before November 15, 2013;

Payment in the amount of \$633.33 to be received by Plaintiff's Counsel on or before December 15, 2013;

Payment in the amount of \$633.35 to be received by Plaintiff's Counsel on or before January 15, 2014;

Payment is to be made payable to: Zane D. Smith & Associates, Ltd., In Trust for J&J Sports Productions, Inc., and include the file number 3900-355 on the memo portion of the check/money order.

This Release constitutes the entire agreement between the parties pertaining to the subject matter described herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, and including without limitation, the claims by, J&J Sports Productions, Inc.

No supplemental, modification, waiver or termination of this Release shall be binding unless executed in writing by the Party to be bound thereby and no waiver of any of the provisions of this Release shall be deemed or shall constitute a waiver of any other provisions of this Release (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided.

In the event of a default under this Release, all sums not paid shall come immediately due, and likewise, HILDA ARGUETA, DANIEL ARGUETA and JOHN ARGUETA, indiv. and d/b/a CHARLIE'S RESTAURANT AND BAR INC. d/b/a CHARLIE'S RESTAURANT AND BAR and CHARLIE'S RESTAURANT AND BAR INC. d/b/a CHARLIE'S RESTAURANT AND BAR, further agrees to pay all reasonable attorneys' fees, court costs, and a \$3,000.00 penalty if payment is received 15 days after the stated due date, and any other costs incurred as a result of

said default.

If any dispute arises relating to this Release and any Party brings an action to enforce its rights under it, then, in addition to such other relief as may be awarded, the prevailing Party shall be entitled to reasonable attorney's fees and costs incurred in connection with such proceeding.

IT IS AGREED TO, BY AND BETWEEN THE PARTIES HERETO THAT, EXCEPT AS REQUIRED BY LAW, THE CIRCUMSTANCES AND CONDITIONS OF THE RELEASE SHALL BE KEPT CONFIDENTIAL BY THE PARTIES HERETO AND SUCH INFORMATION SHALL BE PROTECTED BY SAID PARTIES TO PREVENT THE UNAUTHORIZED USE AND/OR DISSEMINATION AND/OR PUBLICATION OF SUCH CONFIDENTIAL INFORMATION.

THIS RELEASE IS NOT MEANT TO BE CONSTRUED AS AN ADMISSION OF LIABILITY AS TO ANY PARTY, AS LIABILITY IS DISPUTED AND DENIED.

THIS RELEASE DOES NOT TAKE EFFECT UNTIL PAYMENTS ARE MADE IN FULL AND/OR BY THE DUE DATES J&J SPORTS PRODUCITONS, INC. RESERVES ITS RIGHTS TO PROSECUTE SUIT AND SEEK THE FULL STATUTORY AMOUNTS ALLOWED UNDER 47 U.S.C SECTIONS 553, AND 47 U.S.C. 605, IF PAYMENTS ARE NOT MADE IN FULL AND/OR BY THE DUE DATES.

EACH INDIVIDUAL EXECUTING THIS RELEASE ON BEHALF OF A PARTY REPRESENTS AND WARRANTS THAT HE IS A DULY APPOINTED AGENT OR DULY ELECTED OFFICER OF THE PARTY AND IS FULLY AUTHORIZED TO EXECUTE THIS RELEASE ON THAT PARTY'S BEHALF.


THIS RELEASE MAY BE SIGNED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL OF THIS RELEASE WHEN ALL COUNTERPARTS HAVE BEEN DULY AND FULLY EXECUTED. THIS RELEASE MAY ALSO BE

EXECUTED BY FACSIMILE SIGNATURES, EACH OF WHICH SHALL HAVE THE SAME FORCE AND EFFECTS AS AN ORIGINAL SIGNATURE.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this day of

_____, 2013.

DATED:

BY: 
ZANE D. SMITH & ASSOCIATES, LTD.
By: Zane D. Smith
Attorneys for J&J Sports Productions, Inc.
(as to form only)

DATED:

BY: _____
J&J SPORTS PRODUCTIONS, INC.
Joseph M. Gagliardi, President

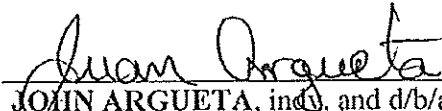
DATED:

BY: _____
HILDA ARGUETA, indiv. and d/b/a CHARLIE'S
RESTAURANT AND BAR INC. d/b/a CHARLIE'S
RESTAURANT AND BAR

DATED:

BY: _____
DANIEL ARGUETA, indiv. and d/b/a CHARLIE'S
RESTAURANT AND BAR INC. d/b/a CHARLIE'S
RESTAURANT AND BAR

DATED:

BY: 
JOHN ARGUETA, indiv. and d/b/a CHARLIE'S
RESTAURANT AND BAR INC. d/b/a CHARLIE'S
RESTAURANT AND BAR