

EXHIBIT C-1**RELEASE AND AGREEMENT OF INDIVIDUAL PLAINTIFF**

This Release and Agreement of Individual Plaintiff ("Release") is entered into and is effective as of January 20, 2006 by _____ ("Undersigned"). The Undersigned has brought an action entitled *Donna M. Ayila v. National Remediation Trust and Management Co., LLC, et al.*, pending in the United States District Court for the Northern District of California, Consolidated Civil Case Nos. C-99-3941 SI, C-01-0266, as consolidated with the action *Pamela J. Arlich, et al. v. Willits Environmental Remediation Trust, et al.*, Civil Case No. C-01-0266 SI, pursuant to the February 13, 2002 Order entered by Judge Illston, United States District Court for the Northern District of California (the "Lawsuit").

1.0 RATIFICATION OF SETTLEMENT AGREEMENT

1.1 The Undersigned has had an opportunity to read the terms and conditions set forth in the Settlement Agreement and Release (the "Agreement"); dated effective January 20, 2006 by and among all settling Plaintiffs in the Lawsuit (as defined in the Agreement) and PepsAmericas, Inc., Pneumo Abex LLC, Anne M. Farr, Henshaw Associates, Inc. and the Willits Environmental Remediation Trust (collectively, "Defendants" and each as defined herein), and has had an opportunity to discuss with counsel the terms and conditions of the Agreement, some of which are again set forth in this Release. By executing this Release, the Undersigned intends to and hereby does ratify the Agreement, incorporated herein by reference, so that the terms of the Agreement are binding upon the Undersigned as if the Undersigned had executed the Agreement at the time it was made.

RELEASE AND AGREEMENT OF INDIVIDUAL PLAINTIFF

This Release and Agreement of Individual Plaintiff ("Agreement") is entered into and is effective as of June 30, 2006 by _____ ("Undersigned"). The Undersigned has brought an action entitled *Donna M. Avila v. National Remediation Trust and Management Co., LLC, et al.*, pending in the United States District Court for the Northern District of California, Consolidated Civil Case Nos. C-99-3941 SI, C-01-0266, as consolidated with the action *Pamela J. Arlich, et al. v. Willits Environmental Remediation Trust, et al.*, Civil Case No. C-01-0266 SI, pursuant to the February 13, 2002 Order entered by Judge Illston, United States District Court for the Northern District of California (the "Lawsuit").

1.0 DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings:

1.1 "Remco Site" shall mean: (a) the former manufacturing facility located at 934 South Main Street, Willits, California; (b) the former manufacturing facility located at 475 East San Francisco Street, Willits, California; (c) the property located at 266 Shell Lane, Willits, California (commonly known as "Peter's Property"); (d) the so-called "Old Willits/Page Pit Landfill" located at property designated as Assessor's Parcel No. 118110-07 in the County of Mendocino; (e) all locations identified in Paragraph 41 of the Fifth Amended [First Consolidated] Complaint for Damages and Injunctive Relief in the Lawsuit and Plaintiffs' responses to Defendants Pneumo Abex Corporation's and Whitman Corporation's First Set of Interrogatories to Plaintiffs Pursuant to Case Management Order Number One in the Lawsuit; and (f) any other location where

Exhibit 10

Hazardous Substances, used, stored, handled, delivered to or intended for delivery to, released, spilled, leaked, poured, pumped, emitted, buried, dumped, discharged or disposed of at any of the locations identified in the foregoing Subparagraphs 1.1(a)-(e), have come to be located or come to be located in the future, whether intentionally or unintentionally, with or without human involvement, and through any medium or mechanism.

1.2 "Hazardous Substances" shall mean: (a) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, § 101(14), 42 U.S.C. § 9601(14), and regulations promulgated thereunder; (b) any "hazardous substance" as defined by California Health & Safety Code § 25316 and regulations promulgated thereunder; (c) Chloroform; Chloroethane; 1,1-Dichloroethane; 1,1,2,2-Tetrachloroethane; 1,1-Dichloroethene; 1,2-Dichloroethane; Trans-1,2-Dichloroethene; 1,4-Dioxane; Hexavalent Chromium; Trivalent Chromium; Chromium compounds; Trichloroethane; cis-1,2-Dichloroethene; 1,1,1-Trichloroethane ("TCA"); Trichloroethene ("TCE"); Tetrachloroethene; 1,2-Dichloropropane; Tetrachloroethane; Diesel Fuel; Hydraulic Oil; Cutting Oil; Methyl ethyl ketone ("MEK," also known as 2-Butanone); Polychlorinated biphenyls; Arsenic; Cadmium; Lead and lead compounds; and Nickel and nickel compounds; (d) "hazardous waste" as that term is defined by the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6903; and, (e) any chemical, solvent, metal, contaminant, pollutant or waste alleged now or in the future to be "toxic" or harmful to human health, welfare or the environment.

1.3 "PepsiAmericas, Inc." shall mean PepsiAmericas, Inc., a Delaware corporation and its current, past and future actual and alleged parents, subsidiaries, successors, predecessors and affiliated companies (including without limitation Whitman Corporation, a Delaware corporation, IC Industries, Inc., a Delaware corporation, IC Products Company, a

Delaware corporation, Stanray Corporation, a Delaware corporation, S Corporation, Inc., a Delaware corporation, American Fabricated Products Co., an Indiana corporation, Abex Corporation, a Delaware corporation, Remco Hydraulics, Inc., an Indiana corporation, Remco Hydraulics, Inc., a California corporation, Remco Manufacturing Company, a California corporation, and Firco, Inc. a California corporation), and all past, present and future employees, agents, successors, assigns, shareholders, officers, directors, representatives, underwriters, attorneys, consultants, insurers and others acting on behalf of each of the entities specified above in Paragraph 1.3.

1.4 "Pneumo Abex LLC" shall mean Pneumo Abex LLC, a Delaware limited liability company, and its current, past and future actual and alleged parents, subsidiaries, successors, predecessors and affiliated companies (including without limitation Pneumo Abex Corporation, a Delaware corporation, Stanray Corporation, a Delaware corporation, S Corporation, Inc., a Delaware corporation, American Fabricated Products Co., an Indiana corporation, Abex Corporation, a Delaware corporation, Remco Hydraulics, Inc., an Indiana corporation, Remco Hydraulics, Inc., a California corporation, and Remco Manufacturing Company, a California corporation, and Firco, Inc., a California corporation), and all past, present and future employees, agents, successors, assigns, shareholders, officers, directors, representatives, underwriters, attorneys, consultants, insurers and others acting on behalf of each of them.

1.5 "Anne M. Farr" shall mean Anne M. Farr individually, as agent of the Willits Environmental Remediation Trust, as Trustee of the Willits Environmental Remediation Trust, as agent for AMF Remediation Corporation, and as agent for Farr Associates.

1.6 "Willits Environmental Remediation Trust" shall mean the Willits Environmental Remediation Trust as created and supervised by the United States District Court for

the Northern District of California pursuant to the Consent Decree and all amendments thereto in *People of the State of California, et al. v. Remco Hydraulics, et al.*, Case No. C96-0283 SI, and each of its past, present or future trustees, and all past, present and future employees, agents, successors, assigns, representatives, attorneys, consultants, insurers and others acting on behalf of each of them.

1.7 "Henshaw Associates, Inc." shall mean Henshaw Associates, Inc., a California corporation, and its current, past and future actual and alleged parents, subsidiaries, successors, predecessors and affiliated companies (including but not limited to Environmental Forensic Investigation, Inc., an Indiana corporation), and all past, present and future employees, agents, successors, assigns, shareholders, officers, directors, representatives, underwriters, attorneys, consultants, insurers and others acting on behalf of each of the entities specified above in this Paragraph 1.7.

1.8 "Defendants" shall mean PepsiAmericas, Inc., Pneumo Abex LLC, Anne M. Farr, Henshaw Associates, Inc. and the Willits Environmental Remediation Trust.

2.0 SETTLEMENT PAYMENT, RELEASE AND SECTION 1542 WAIVER

2.1 The Undersigned's releases, covenants and agreements contained in Paragraphs 2.2 through 2.6 are in consideration for, and only effective upon, the payment by PepsiAmericas, Inc., on behalf of Defendants, of \$ _____ (the "Settlement Amount") to the Undersigned by check payable or wire transfer to the Engstrom, Lipscomb & Lack Client Trust Account ("Engstrom Client Trust Account"). The Undersigned understands and agrees that PepsiAmericas, Inc.'s payment of the Settlement Amount for the Undersigned is conditioned upon PepsiAmericas, Inc.'s receipt of a properly-executed, original Release and Agreement from each of the 350 plaintiffs identified in Attachment A to the Notice of Motion and Motion to Withdraw as Counsel ("Settling Plaintiffs") in exchange for payment of a specific lump sum to

the Engstrom Client Trust Account, or Defendants' future agreement to settle the claims of a different group of plaintiffs for a different lump sum. The Undersigned understands and agrees that any payment of the Settlement Amount for the Undersigned will be made as part of a larger lump sum payment to the Engstrom Client Trust Account. The Undersigned directs all payments made on the Undersigned's behalf to be made to the Engstrom Client Trust Account. Undersigned understands and agrees that the Engstrom Client Trust Account is responsible for payment of the Settlement Amount to the Undersigned less any costs and fees payable to the Undersigned's attorneys pursuant to the contractual arrangement between the Undersigned and the Undersigned's attorneys. Undersigned understands and agrees that Undersigned's releases, covenants and agreements contained in Paragraphs 2.2 through 2.6 are effective upon payment by PepsiAmericas, Inc. of a lump sum including the Settlement Amount to the Engstrom Client Trust Account.

2.2 In consideration for and upon the payment by PepsiAmericas, Inc., on behalf of Defendants, of the Settlement Amount to the Undersigned by check payable or wire transfer to the Engstrom Client Trust Account, the Undersigned, individually and on behalf of his or her respective agents, heirs, partners, significant others, family members and anyone else asserting claims by or on behalf of the Undersigned, for and in consideration of the payment set forth above, irrevocably release, absolve and forever discharge PepsiAmericas, Inc., Pneumo Abex LLC, Anne M. Farr, Henshaw Associates, Inc. and the Willits Environmental Remediation Trust:

- from any and all claims asserted or which could have been asserted in the Lawsuit ("Lawsuit Claims");
- from any and all past, present and future claims, liabilities, demands, obligations, actions, causes of action, damages, costs, expenses, and attorneys' fees, including without

limitation, property damage claims, personal injury claims, emotional distress claims, wrongful death claims, loss of consortium claims, nuisance claims, trespass claims, and punitive damages claims as well as any claims for fear of future injury, future medical expenses, pecuniary loss, medical monitoring and compensation of any nature whatsoever, whether or not all of such above referenced claims have accrued or hereafter accrue, that arise out of, or are in any manner related to or connected with Hazardous Substances (a) used, stored, handled, delivered to or intended for delivery to, released, spilled, leaked, poured, pumped, emitted, buried, dumped, discharged or disposed of at the Remco Site, or (b) released, discharged, or transferred from the Remco Site (the "Claims"); provided, however, without in any way diminishing the release and discharge provided by the Undersigned in this Paragraph 2.2 or the covenants, acknowledgements and agreements set forth in Paragraphs 2.3 through 2.6, the Undersigned may receive medical services from any medical monitoring program established in the City of Willits at the request of or as a result of action by other persons.

- from any and all past, present and future claims to recover any costs incurred to investigate or remediate, or to force any of the Defendants to investigate or remediate, any Hazardous Substances (a) used, stored, handled, delivered to or intended for delivery to, released, spilled, leaked, poured, pumped, emitted, buried, dumped, discharged or disposed of at the Remco Site, or (b) released, discharged, or transferred from the Remco Site ("Additional Claims").

These specific and general releases are intended to and do cover all Lawsuit Claims, Claims and Additional Claims described above, whether asserted or unasserted, whether accrued or hereafter accrued, foreseen or unforeseen, contingent or absolute, known or unknown, anticipated or

unanticipated. The Undersigned understands that the Settlement Amount to be paid by Defendants pursuant to this Agreement is the only payment the Undersigned ever will receive from Defendants for the Lawsuit Claims, Claims and Additional Claims covered by this release and this Agreement.

2.3 The Undersigned, individually and on behalf of his or her respective agents, heirs, partners, significant others, family members and anyone else asserting claims by or on behalf of the Undersigned, for and in consideration of the payment of the Settlement Amount set forth in Paragraph 2.1, irrevocably covenants not to sue PepsiAmericas, Inc., Pneumo Abex LLC, Anne M. Farr, Henshaw Associates, Inc., or the Willits Environmental Remediation Trust on any of the Lawsuit Claims (excepting the Lawsuit, which is resolved by this Agreement), Claims or Additional Claims. This covenant not to sue is intended to and does cover all Lawsuit Claims, Claims and Additional Claims described above, whether asserted or unasserted, whether accrued or hereafter accrued, foreseen or unforeseen, contingent or absolute, known or unknown, based on facts known or only discovered in the future, anticipated or unanticipated. The Undersigned understands that the Settlement Amount to be paid by Defendants pursuant to this Agreement is the only payment the Undersigned ever will receive from Defendants for the Lawsuit Claims, Claims and Additional Claims covered by this Agreement.

2.4 IN ADDITION, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED BY HIS OR HER LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS HE OR SHE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY DEFENDANTS.

2.5 As a further inducement to Defendants to enter into this Agreement, the Undersigned agrees that he or she will not attempt to intervene in the lawsuit entitled *People of the State of California, et al. v. Remco Hydraulics, Inc., et al.*, Case No. C96-0283 SI or any other lawsuit against Defendants involving the Remco Site, shall not file any pleading or other paper therein, and shall not communicate with the Court regarding such lawsuits or the actions of Willits Environmental Remediation Trust. The Undersigned further agrees not to seek, directly or indirectly, in any other judicial forum or in any administrative, regulatory or other governmental forum, to obtain the cost of or an order providing for medical monitoring based upon alleged exposure to Hazardous Substances (a) used, stored, handled, delivered to or intended for delivery to, released, spilled, leaked, poured, pumped, emitted, buried, dumped, discharged or disposed of at the Remco Site, or (b) released, discharged, or transferred from the Remco Site. This Agreement, and the Settlement Amount to be paid in accordance with its terms, is intended to and does resolve all claims or requests for medical monitoring by the Undersigned; provided, however, without in

any way diminishing the release and discharge provided by the Undersigned in Paragraph 2.2 or the covenants, acknowledgements and agreements set forth in Paragraphs 2.3 through 2.6, the Undersigned may receive medical services from any medical monitoring program established in the City of Willits at the request of or as a result of action by other persons.

2.6 As a further inducement to Defendants to enter into this Settlement Agreement, the Undersigned agrees that, as to the Willits Environmental Remediation Trust and its agents, paragraph VIII(A)(4) of Case Management Order Number One filed in the Lawsuit shall remain in effect, and the Willits Environmental Remediation Trust and its agents shall have access to each settling Plaintiff's residence or property as necessary to investigate claims that Hazardous Substances from the Remco Site are present or to remediate any such Hazardous Substances, subject to the terms in paragraph VIII(A)(4) referenced above. This Paragraph 2.6 in no way limits or alters the release provided in Paragraph 2.2 or the covenants and agreements contained in Paragraphs 2.3 through 2.6 or obligates the Defendants to remediate or otherwise address any Hazardous Substance on, in or under any property.

2.7 Notwithstanding Paragraphs 2.2 or 2.3, the Undersigned does not release any claims against the Willits Environmental Remediation Trust and/or its independent contractors for injuries caused after the effective date of this Agreement by negligent conduct performed after the effective date of this Agreement by the Willits Environmental Remediation Trust and/or its independent contractors.

3.0 DISMISSAL

Upon the Engstrom Client Trust Account's receipt of a payment pursuant to Paragraph 2.1 that includes the Settlement Amount for the Undersigned, the Undersigned agrees and consents to the filing of a Dismissal with Prejudice of the Undersigned's claims in the

Lawsuit. The Dismissal with Prejudice shall be filed by Engstrom, Lipscomb and Lack, P.C. within five calendar days of the Engstrom Client Trust Account's receipt of payment pursuant to Paragraph 2.1. If Engstrom, Lipscomb and Lack, P.C. fails to file a Dismissal with Prejudice of the Undersigned's claims in the Lawsuit within such time period, then the Undersigned agrees not to oppose Defendants' Motion to Dismiss such claims based upon this Agreement.

4.0 CONFIDENTIALITY

4.1 The Undersigned and his or her Counsel agree to hold in strict confidence the terms of this Agreement and the Settlement Amount (collectively, "Confidential Material") and agrees not to disclose such Confidential Material to any other person or entity except (a) upon written consent of PepsiAmericas, Inc.; (b) in response to a judicial order. In the event that any person or entity, including, but not limited to, a judicial or other governmental forum, makes a request to receive Confidential Materials or invokes a process to obtain Confidential Materials, the Undersigned and his or her Counsel agree to cooperate in preventing such disclosure and to provide prompt written notice of such fact within five (5) business days after receiving the request, to provide PepsiAmericas, Inc. an opportunity to contest such request.

4.2 If necessary to obtain a court order approving this Release or otherwise authorizing the guardian ad litem, attorney-in-fact or other legal representative to bind the Undersigned, the Undersigned and his or her Counsel agrees to notify PepsiAmericas, Inc. of such need, and to seek to file the Confidential Material under seal. If the relevant court will not allow filing under seal, then the Undersigned's counsel shall notify PepsiAmericas, Inc., and shall follow such procedures with respect to the Confidential Materials as PepsiAmericas, Inc. may obtain from such court, including without limitation, the exclusion from any record of proceedings of the

Settlement Amount or the amount thereof to be distributed to any Plaintiff (if such procedure is permitted by such court).

4.3 The Undersigned will not disclose or publicize the Confidential Material or cause the Confidential Material to be disclosed or publicized to any third person, entity, or organization including, but not limited to, any federal, state or local government agencies or officials, to community or neighborhood residents, in community or neighborhood meetings, or in any news or communications medium including, but not limited to, newspapers, magazines, pamphlets, brochures, journals, recordings, radio, video, television, e-mail, text messages, websites, the Internet or any legal publication, bar journal or any publication of any kind whatsoever. Except as provided above, the Undersigned and his or her Counsel and/or representatives agree that their comments on the Confidential Material, the Agreement, and this Release will be restricted exclusively to the following: (a) a settlement has been entered into by all Parties; (b) the settlement was mutually agreed upon by the Parties; (c) the settlement was found satisfactory by the Parties; (d) the identity and number of settling Plaintiffs and Defendants; and (e) that the settlement resolves all issues in this action. The Undersigned and his or her counsel shall not state whether they are pleased with the settlement or whether it is favorable or not for Plaintiffs, Defendants or the Willits Community. All other comments and disclosures on any aspect of the Confidential Material, the Agreement and this Release shall be made only after consultation with and approval by PepsiAmericas, Inc, in its unfettered discretion.

4.4 In the event that the Undersigned releases Confidential Material in violation of this Agreement, the Undersigned acknowledges that damages will not solely provide an adequate remedy for Defendants and therefore agree that Defendants, in addition to seeking damages, may move for a preliminary and permanent injunction against the Undersigned prohibiting any further

violation of the terms and conditions of this Agreement. If any party brings an action alleging breach of the confidentiality requirements of this Agreement, then the prevailing party shall be entitled to recover attorneys' fees and related expenses (including any fees and expenses of third-party consultants) with respect to such action.

5.0 GENERAL PROVISIONS

5.1 The Undersigned acknowledges that he or she has been represented by counsel in the negotiation of this Agreement, and that this Agreement is the result of arms-length negotiation between and among counsel. The Undersigned has reviewed the terms and conditions of this Agreement, and has relied on the independent advice of his or her attorneys as to the meaning and appropriateness of its terms and conditions. Therefore, the Undersigned agrees that the usual rule that the provisions of a document are to be construed against the drafter does not apply to the interpretation of this Agreement.

5.2 This Agreement constitutes a single, integrated, written contract expressing the entire agreement with respect to the Undersigned. No other statements, representations or promises, written or oral, express or implied, have been made by Defendants. All prior discussions and negotiations between the Undersigned's Counsel and Defendants have been and are merged and integrated into, and are superseded by, this Agreement.

5.3 The headings in this Agreement are for convenience only, are not part of this Agreement, and shall not in any way affect the interpretation of this Agreement.

5.4 All questions with respect to construction of this Agreement and the rights and liabilities of the Undersigned shall be resolved in accordance with the laws of the State of California. The Undersigned agrees that in the event of any legal dispute concerning this Agreement, its validity, interpretation, enforcement or breach, any such action or dispute shall be

brought in the United States District Court for the Northern District of California. The Undersigned further agrees to submit to the jurisdiction and venue of that court for all matters relative to this Agreement. If the United States District Court for the Northern District of California declines jurisdiction, then such action shall be brought in the Superior Court of the State of California for the County of San Francisco, and the Undersigned submit to the jurisdiction and venue of that court for all matters relative to this Agreement.

5.5 The Undersigned agrees to execute any and all supplementary documents and take all actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Because the purpose of this Agreement is to end the Lawsuit and compromise and settle all Lawsuit Claims, Claims and Additional Claims, as well as any and all unspecified past, present and future claims, the Undersigned agrees, covenants and warrants that should there be any errors or mistakes, whether legal or factual, and whether mutual or unilateral, the Undersigned will execute any and all instruments, and do any and all other things, necessary to effectuate a full, final and complete settlement and release.

5.6 The Undersigned represents, warrants, acknowledges and agrees that:

- a. The Undersigned has received sufficient value from and on behalf of Defendants as consideration for this Agreement;
- b. The Undersigned is voluntarily entering into this Agreement;
- c. The Undersigned's attorney(s) have represented the Undersigned in the preparation and arms-length negotiation of this Agreement and the Undersigned has had sufficient time in which to consult with his or her counsel and any other experts or advisors of his or her choosing before executing this Agreement;

d. The Undersigned has not been induced to enter into this Agreement by any representation made by any attorney, agent or other representative of Defendants;

e. The Undersigned's attorney(s) have fully explained to the Undersigned the terms and conditions set forth in this Agreement and Individual Release;

f. The Undersigned will defend, indemnify and hold Defendants harmless from any Lawsuit Claims, Claims and Additional Claims asserted by or on behalf of the Undersigned by any person or entity, including, but not limited to, other counsel, the Undersigned's insurers, subrogees, and lienholders, in connection with the Lawsuit Claims, Claims and Additional Claims released or payments received hereunder. The Undersigned has not previously assigned, conveyed or transferred to any person or entity any of the Lawsuit Claims, Claims and Additional Claims settled in this Agreement. The Undersigned will defend, indemnify and hold Defendants harmless from any liability, claims, demands, damages, costs, expenses, and attorneys' fees incurred by Defendants as a result of any person asserting any such assignment or transfer by the Undersigned of such Lawsuit Claims, Claims and Additional Claims, or any superior or equal right to the Settlement Amount, including liens;

g. The Undersigned shall be solely and entirely responsible for all income taxes or other taxes, if any, that may be assessed, levied or otherwise charged against any portion of the Settlement Amount.

5.7 The Undersigned, whether on his or her own behalf, as statutory guardian for any minor, or as executor of any estate, or otherwise, has full capacity, standing and authority to enter into this Agreement, and to sign any such other papers as may be necessary to supplement or effectuate the provisions of this Agreement.

5.8 The Undersigned covenants that he or she has the necessary authority as of the date of this Agreement to execute it on behalf of the entity or persons the signatory represents.

5.9 Should any judicial authority invalidate any provision of this Agreement or the application of this Agreement to any Party or circumstance, the Agreement shall remain in force and shall not be affected thereby, unless such holding materially changes the material terms of the Agreement (including but not limited to Section 6.1 and Section 9.2).

5.10 This Agreement shall not be subject to attack on the ground that any or all of the legal theories or factual assumptions used for negotiating purposes are or were for any reason inaccurate or inappropriate.

By my signature below, I agree to the terms set forth above in this Agreement

Dated: _____

UNDERSIGNED:

(Signature)

(Printed Name)

(Address: Street, City, State, Zip Code)

(Telephone Number)

Approved as to Form and Content:

ENGSTROM, LIPSCOMB & LACK

By: _____
Walter Lack, Esq.
Attorney for Plaintiffs

July __, 2006

MASRY & VITITOE

By: _____
James W. Vititoe, Esq.
Attorney for Plaintiffs

July __, 2006

GIRARDI & KEESE

By: _____
Thomas F. Girardi, Esq.
Attorney for Plaintiffs

July __, 2006

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