

**JOINT TORTFEASOR RELEASE AND SETTLEMENT AGREEMENT**

**1.0**    Parties and Introduction:

**Stanley J. Caterbone/Advanced Media Group** (hereinafter collectively referred to as "Releasor"), for and in consideration of payment of TWO THOUSAND (\$2,000.00) DOLLARS paid to **Stanley J. Caterbone**, receipt of which is hereby acknowledged on behalf of himself and Advanced Media Group, hereby release and forever discharge **OfficeMax Incorporated, improperly named Copy Max**, and its respective affiliates, partners, parents, subsidiaries or divisions of the aforesaid entities, their heirs, successors, predecessors and assigns, principals, servants, agents, officers, directors and shareholders, and their insurance companies, from and against any and all claims, damages and actions arising from those allegations which resulted in the lawsuit captioned **Stanley J. Caterbone/Advanced Media Group v. Sam Lombardo and Copy Max**, in the Lancaster County Court of Common Pleas, Case No. CI-07-03924, (the "Action").

Releasor represents and warrants that he has the authority to bind himself, Stanley J. Caterbone/Advanced Media Group with respect to the terms of this Release Agreement. Releasor further represents that he will execute and file any and all documents necessary to make this Release Agreement enforceable, valid and binding upon Stanley J. Caterbone/Advanced Media Group after this Release Agreement has been signed.

Should it be judicially determined that entities other than the Releasee are jointly and/or severally liable with the Releasee for any claims asserted by the Releasor against such other Releasee, Releasor agrees that any damages awarded to him shall be reduced by the percentage share of liability apportioned to the Releasee. Releasor specifically reserves all claims and causes of actions against entities other than Releasee.

Releasor agrees to hold harmless, indemnify and defend Releasee, including its insurers, from any loss or claim, liability, cost, expense or amount, including, but not limited to attorneys' fees and costs, growing out of or in connection with any claims against Releasee for contribution, indemnity or otherwise, by any alleged joint tortfeasor. Releasor

further agrees to place the terms of this Release and Settlement Agreement on record in front of the Judge duly assigned by the Court of Common Pleas in which this matter is venued.

Releasor acknowledges that this Release Agreement is being offered as a settlement and is not an admission by any party of liability and shall be interpreted under the law of the Commonwealth of Pennsylvania.

This Joint Tortfeasor Release is not a general release of all parties allegedly responsible for the losses of Stanley J. Caterbone/Advanced Media Group which gave rise to the lawsuit. The parties hereto acknowledge that the Releasor will pursue all claims asserted by him in the Action against all non-settling defendants.

**2.0**    Payments:

In consideration of the Release set forth above, the Releasee agrees to pay the sums outlined in this section:

**2.1**    The payments due at the time of the settlement are as follows:

Settlement in the amount of Two Thousand (\$2,000.00) Dollars, payable to:

Stanley J. Caterbone/Advanced Media Group

RELEASOR FURTHER STATES THAT HE HAS CAREFULLY READ THE FOREGOING RELEASE AND KNOWS AND FULLY UNDERSTANDS THE CONTENTS THEREOF AND THAT HE IS SIGNING SAME AS HIS OWN FREE ACT. HE INTENDS TO BE LEGALLY BOUND BY ALL PROMISES HEREIN CONTAINED.

RELEASOR FURTHER WARRANTS AND REPRESENTS THAT HE HAS NOT BEEN INFLUENCED IN ANY MANNER WHATSOEVER IN MAKING AND SIGNING THIS RELEASE BY REPRESENTATIONS OR INDUCEMENTS BY RELEASEE. RELEASOR REPRESENTS HE HAS RELIED UPON THE ADVICE OF HIMSELF, WHO ACTED *PRO SE* OF HIS OWN CHOICE, AND THAT THE TERMS OF THIS RELEASE HAVE BEEN COMPLETELY READ AND ALL TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS RELEASE IS MADE WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATIONS BY RELEASEE, ITS ATTORNEYS, REPRESENTATIVES OR AGENTS AND THAT THE TERMS OF THIS AGREEMENT SHALL REMAIN CONFIDENTIAL.

**IN WITNESS WHEREOF**, the undersigned has executed this Release the \_\_\_\_\_ day of

\_\_\_\_\_, 2007.

\_\_\_\_\_  
**WITNESS**

By: \_\_\_\_\_  
**STANLEY J. CATERBONE/  
ADVANCED MEDIA GROUP**