

DEED OF RELEASE

BETWEEN:

ALEX MONEY (referred to as "Plaintiff")

-and-

MOTORCYCLE RIDERS ASSOCIATION (referred to as "Defendant")

WHEREAS:

- A. The firm Macpherson & Kelley has brought an action in the Magistrates' Court of Victoria at Dandenong in action No. R02229559 (the action).
- B. In order to avoid the cost, expense and inconvenience of litigation the Plaintiff has indicated that he would join the Motorcycle Riders Association as a Third Party to the proceeding. The parties to the Deed have agreed to settle the claim in the manner and on the terms set out in this Deed.
- C. The matter between the Plaintiff and Macpherson & Kelley has resolved in the settlement sum of \$15,000.00.

THIS DEED WITNESSES AS FOLLOWS:

1. Consideration

The Defendant agrees to pay the sum of ELEVEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$11,250.00) (the contribution sum) and the Plaintiff agrees to pay the sum of THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$3,750.00) (the Plaintiff's contribution sum). The Defendant in paying the sum of \$11,250.00 to the Plaintiff in exchange for the Plaintiff's promise set out in this Deed and the Plaintiff acknowledges that the said sum is the full

amount of the monetary consideration payable and no further sum by way of legal costs, disbursements, interest or tax of any kind or for any other reason whatsoever shall be payable by the Defendant to the Plaintiff in these proceedings.

The Defendant hereby releases and forever discharges the Plaintiff from all claims, actions, ^{claims} suits, demands, damages, charges, costs and expenses of every description whatsoever which the Defendant may have or may have had but for this Deed against the Plaintiff, every officer, every employee and agent of the Plaintiff, by reason of, arising out of or in any way connected with the facts or circumstances giving rise to or pleaded in the action or the negotiations relating to settlement evidenced by this Deed including but not limited to all claims ^{at RM} ~~to all claims~~ for damages, costs, charges and expenses which may hereafter arise out of or in respect of the alleged cause or causes of action.

2. **Release**

For the consideration set out in Clause 1, the Plaintiff hereby released and forever discharges the Defendant from the action and also from all claims, actions, suits, demands, damages, charges, costs and expenses of every description whatsoever which the Plaintiff may have or may have had but for this Deed against any of them for, by reason of, arising out of or in any way connected with the facts of circumstances giving rise to or pleaded in the action or the negotiations relating to the settlement evidence by this Deed including but not limited to all claims for damages, costs, charges and expenses which may hereafter arise out of or in respect of the alleged cause or causes of action.

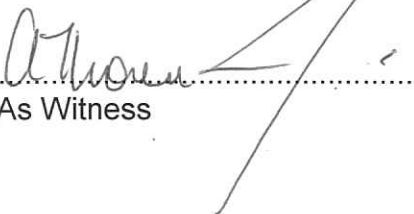
3. **Payment of Settlement Sum**

The Defendant shall pay the settlement sum to the Plaintiff within 7 days after receipt of the signed Release by the Defendant's solicitors and payment of the settlement sum shall constitute due and valid payment pursuant to Clause 1 of this Deed.

Dated this 23rd day of February 2004.

SIGNED BY ALEX MONEY

in the presence of:


As Witness

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SIGNED SEALED AND DELIVERED

by the said < >
for and on behalf of **THE MOTORCYCLES
RIDERS ASSOCIATION**
in the presence of:

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As Witness