

## MUTUAL RELEASE

This Mutual Release (this "Release") is entered into by and between Maverick Spade LLC, a California limited liability company having a principal place of business at 1200 S. Hope St., Suite 300, Los Angeles, CA 90015 ("Maverick"), Myung-Kyu David Kang ("Kang"), James Park, Jang, Si Il, Oshik Song, Hanul Professional Law Corporation, a California corporation, and Hanul Professional Law Corporation, a corporation established under the law of the Republic of Korea ("Parties").

### I. RELEASE

In consideration of the terms and conditions of this Release, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Except as to such rights or claims as may be created by this Release, each of the Parties, and all of its parent, subsidiary and affiliated companies, agents, general and limited partners, members, managing members, principals, attorneys, employees, representatives, officers, directors, shareholders, assigns, predecessors and successors-in-interest, and heirs, past, present, and future, hereby release, remise and forever discharge one another, and all of their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, and related companies, as well as their respective current, former and future officers, directors, members, managing members, directors, agents, trustees, shareholders, assigns, beneficiaries, representatives, employees, managers, accountants, owners, investors, partners, insurers, and attorneys, and each of them, from any and all existing or potential claims, actions, liabilities, debts, causes of action, liens, promises, agreements, rights of appeal, contracts, and damages of every nature or description, whether known or unknown, foreseen or unforeseen, direct or indirect, liquidated or not yet fully in being, in each case with respect to all matters related to work performed for the financing and construction of a beef processing plant in Aberdeen, South Dakota (the "Project") (the "Released Matters"), that existed among the Parties prior to the effective date of this Release, including but not limited to, compensatory damages, liquidated damages, punitive damages, costs, expenses, and attorneys' fees, in connection with the Released Matters, from the beginning of time to the effective date of this Release, except that

no Party shall be released from any claim, demand or cause of action that arose from fraud (if any) committed by that Party. It is the intention of the Parties in executing this Release that the release contained herein shall be effective as a bar to each and every claim, demand, or cause of action released hereby. Each of the Parties recognizes that it may have some claim, demand, or cause of action related to the Released Matters against the other Parties of which it is totally unaware and unsuspecting, which such Party is giving up by execution of this Release.

B. Except for any claim, demand or cause of action that arose from fraud (if any) committed by any of the Parties hereto, the Parties specifically waive the benefit of the provisions of SDCL 20-7-11 of the South Dakota Codified Laws (“SDCL 20-7-11”), and any similar statute or common law in any other jurisdiction, 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 Parties understand and acknowledge the significance and consequence of this waiver of the provisions of SDCL 20-7-11 and hereby assume full responsibility for any damage, loss, or liability that it may hereafter incur by reason of such waiver.

C. Except for any claim, demand or cause of action that arose from fraud (if any) committed by any of the Parties, the Parties specifically waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California (“Section 1542”), and any similar statute or common law in any other jurisdiction, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

The Parties understand and acknowledge the significance and consequence of this waiver of the provisions of Section 1542 and hereby assumes full responsibility for any damage, loss, or liability that it may hereafter incur by reason of such waiver.

## **II. REPRESENTATIONS AND WARRANTIES**

Each Party to this Release represents, warrants and agrees as follows:

A. This Release effects the settlement of claims and disputes that are denied and contested. Nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind whatsoever. Each of the Parties to this Release denies any and all liability in connection with any and all existing and potential claims, demands, causes of action, and rights of appeal, whether known or unknown, in connection with or related to the subject matter of the Released Matters.

B. Each Party to this Release has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein and executing this Release.

C. In entering into this Release, each Party assumes the risk of any misrepresentation, concealment or mistake except for the statements, representations and warranties contained herein. If any Party should subsequently discover that any fact relied upon by it in entering into this Release was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith, including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Release. This Release is intended to be and is final and binding between the Parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or of any other circumstances whatsoever.

D. None of the Parties has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, causes of action or rights of appeal disposed of by this Release.

E. Each Party to this Release is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the Parties to settle fully, finally and

forever all claims, demands and causes of action relative thereto, whether known or unknown, which may exist, or heretofore have existed among them as to the Released Matters. In furtherance of such intention, the release given herein shall be and remain in effect as full and complete release of the Released Matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

F. Each individual who signs this Release represents and warrants that he or she has full and complete authority to execute this document on behalf of the Party that he or she is signing on behalf of and, by that signature, has the authority to bind that Party to this Release.

### **III. MISCELLANEOUS**

A. Simultaneously with the execution of this Release, Kang, Maverick, NBP, and NBPM, have executed a Settlement Agreement, settling the disputes among them, and as part of said Settlement Agreement, the Parties thereto agreed to enter into this Mutual Release. Other than set forth in said Settlement Agreement, this Release is the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Release may be amended only by further written agreement signed by all the Parties hereto.

B. This Release is binding upon the Parties hereto and their respective assigns, predecessors and successors-in-interest.

C. Each Party to this Release has cooperated in the drafting and preparation of this Release. Hence, in any construction to be made of this Release, the same shall not be construed against any Party on the basis that such Party drafted or prepared this Release.

D. This Release and its validity, construction, and effect shall be governed by the laws of the State of South Dakota applicable to contracts wholly to be performed therein and without regard to any rules regarding choice of law. Any action arising from or relating to this Release may be brought in any federal or state court located in Brown County, South Dakota, which courts shall be the exclusive venue for any such action. In the event of any action, suit or proceeding in connection with or concerning the interpretation or enforcement of this Release, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred in connection with such proceedings.

E. This Release shall become effective on the date when it is signed by all Parties

hereto. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Dated: 7/19, 2010

MAVERICK SPADELLC

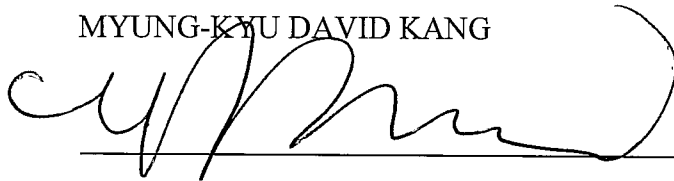
By: 

Name: M.K. David Kang

Title: Managing Director

Dated: 7/19, 2010

MYUNG-KYU DAVID KANG



Dated: \_\_\_\_\_, 2010

HANUL LAW CORPORATION

By: 

Name: James Park

Title: Director

Dated: \_\_\_\_\_, 2010

HANUL LAW CORPORATION, KOREA

By: 

Name: Siil Jang

Title: Managing Partner


Dated: \_\_\_\_\_, 2010

JAMES PARK



Dated: \_\_\_\_\_, 2010

OSHIK SONG



Dated: \_\_\_\_\_, 2010

JANG, SI IL

