



CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

TERMINATION AND RELEASE AGREEMENT

INITIAL DEADLINE FOR FUNDER TO RETURN: [To Be Completed by Claims Administrator]

DEADLINE FOR COMPLETED AGREEMENT BY BOTH PARTIES: [To Be Completed by Claims Administrator]

A. PARTIES

Settlement Class Member	
Funder	
Covered Parties	The term "Settlement Class Member" includes his/her heirs, agents, guardians, successors, and assigns. The term "Funder" includes all of its representatives, predecessors, successors, affiliates, subsidiaries, owners, officers, directors, employees, agents and insurers. The term "Parties" refers to the Settlement Class Member and the Funder.

B. THE CONTRACT

"Contract" Defined	As used in this Termination and Release Agreement, the term "Contract" means the original agreement between the Funder and Settlement Class Member, which the Funder identified in the Declaration of Consent to Substitution form signed by Funder and attached to this Agreement.
Date(s) of the Contract	
Status	There are now no pending actions between the Settlement Class Member and the Funder relating to the Contract. However, there are potential disputes between the Parties involving the Monetary Award Claim filed by the Settlement Class Member in the NFL Players Concussion Settlement and possible claims of the Parties against each other under the Contract. Funder hereby warrants and represents that it has not assigned or transferred to any third party any claim, demand, or cause of action against the Settlement Class Member.

C. LOAN RESOLUTION AMOUNT

"Loan Resolution Amount" Defined	As used in this Termination and Release Agreement, the term "Loan Resolution Amount" means the amount of money owed by the Settlement Class Member to the Funder under the substituted terms of the Contract, as contemplated in the Declaration of Consent to Substitution form, which is attached to this Agreement.
Loan Resolution Amount	\$
Resolution	The Claims Administrator may pay the Loan Resolution Amount to the Funder as the amount due from the Settlement Class Member to the Funder.

D. CONSIDERATION AND RELEASE

- (a) Payment. The Funder agrees to accept from the Trustee of the Settlement Fund of the NFL Concussion Settlement the Loan Resolution Amount as consideration for this Termination and Release Agreement.
- (b) Mutual Release. Except with respect to the terms and conditions in this Agreement—which includes the terms provided for in the attached Declaration of Consent to Substitution—the Settlement Class Member and the Funder hereby fully and forever mutually release, acquit, terminate, and discharge each other from any and all claims (express or implied) which the Parties ever had, now have, or may have against each other.
- (c) Waiver of All Claims. Except with respect to the terms and conditions in this Agreement—which includes the terms provided for in the attached Declaration of Consent to Substitution—the Parties agree that they will not file nor permit to be filed on their behalf, any claim, grievance, charge, complaint, lawsuit, legal action, or other process of any kind against each other arising out of or related to the circumstances of the Contract and/or the Monetary Award Claim.
- (d) Termination of the Contract. The Parties agree that, upon payment of the Resolution Amount to the Funder, the Contract and any rights held under it will be terminated.
- (e) Settlement Class Member. By signing this form, the Settlement Class Member:
 - (1) consents to the substituted terms contemplated in the attached Declaration of Consent to Substitution form; and
 - (2) provides the Claims Administrator with consent to pay the Loan Resolution Amount directly to the Funder and deduct the Loan Resolution Amount from the Settlement Class Member’s Monetary Award.
- (f) Entire Agreement. This Agreement sets forth the entire understanding between the Parties. The terms in this Agreement—including the terms provided for in the attached Declaration of Consent to Substitution—replace any conflicting terms under the original Contract.

E. SIGNATURE

Funder	Signature	
	Name	
	Title	
	Date	
Settlement Class Member	Signature	
	Name	
	Date	