

# RELEASE OF GUARANTEE AGREEMENT

This Termination of Guarantee Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Termination Agreement"), is by and between \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Guarantor"), and between \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Releasor").

**WHEREAS**, Guarantor and Releasor are parties to a \_\_\_\_\_ [NAME OF DOCUMENT], dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Document"), with all amounts and liabilities owing under the Document, shall be amended, between Principal and Releasor.

**WHEREAS**, the parties hereto wish to terminate the Guarantee provided in the Document effective as of the date hereof; and

**WHEREAS**, each party hereto wishes to irrevocably release the other party hereto from all of its respective obligations and liabilities under the Guarantee in the Document.

**NOW, THEREFORE**, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1. Termination and Release.** The Releasor irrevocably agrees that the Guarantee in the Document is hereby terminated as of the date hereof, that Guarantor shall have no further obligations, duties or liabilities thereunder, and the Releasor hereby releases, waives and forever discharges Guarantor from all obligations, duties or liabilities of whatever nature arising under or in connection with the Guarantee.

**Section 2. Counterparts.** This Termination Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument.

**Section 3. Headings.** The section headings in this Termination Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

**Section 4. Amendments; etc.** No amendment, modification or supplement to this Termination Agreement, or waiver of any provision or right hereunder by any party hereto, shall be effective unless in writing and executed by the parties hereto. This Termination Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

**Section 5. Governing Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed on the date first above written.

**Guarantor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Releasor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_,

County of \_\_\_\_\_,

On \_\_\_\_\_ before me, \_\_\_\_\_ (name and title of officer),  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that she/he/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)