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Tolling Agreement

State of Alabama

This Tolling Agreement hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") by and between the following parties: _____ (hereinafter "Claimant"), having a primary address at the following:

_____
Email: _____

and _____ (hereinafter "Respondent"), having a primary address at the following:

_____
Email: _____

Claimant and Respondent may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Claimant and Respondent are the Parties to a potential action whereby Claimant may have a claim against Respondent;

WHEREAS, the specifics of the potential action are as follows:

_____

WHEREAS, the Parties have determined that delaying institution of litigation would be beneficial, so that the Parties may attempt to resolve this issue through non-judicial

means;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - TOLLING:

The Parties agree that any statutes of limitations, statutes of dispose, or any other defenses Respondent may have in regards to Claimant's claim shall be tolled until the following date: _____ ("Tolling Date"), as long as such defenses are not already barred as of the Effective Date of this Agreement, noted above. Any such defenses already barred as of the Effective Date may not be recovered.

The time period between the Effective Date and the Tolling Date shall not be counted in determining any time-based defenses the Respondent may have, whether such defense is legal or equitable in nature, including, but not limited to, laches, estoppel, or waiver.

Article 2 - NO LITIGATION:

The Parties agree that no litigation or other legal proceedings will be instituted between them with regards to the claim described above until the Tolling Date.

Article 3 - DEFENSES:

Nothing in this Agreement shall be deemed to affect any defense which may have been available to the Respondent on the Effective Date. Other than the tolling of time as described herein, relation-back principles as generally applicable under Alabama law shall apply.

Article 4 -

Article 5 -

Article 6 - TERMINATION:

Either Party may terminate this Agreement upon one day's written notice. Otherwise,

this Agreement will terminate naturally upon the Tolling Date.

Article 7 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) SUCCESSORS AND ASSIGNS: This Agreement will be binding upon and inure to the benefit of the Parties' successors, assigns as permitted, legal representatives, heirs, and executors.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties regarding this matter and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

j) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

CLAIMANT:

Name: _____

Signature: _____

Date: _____

RESPONDENT:

Name: _____

Signature: _____

Date: _____