

representations, warranties, promises or conditions not specifically set forth in this Agreement. No prior or contemporaneous oral or written understanding, covenant, or agreement between the Parties, with respect to the matters referred to in this Agreement, shall survive the execution of this Agreement. Each party hereto assumes the risk of misrepresentation, concealment or mistake, and if any party should subsequently discover that any fact relied upon in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or law was incorrect, it shall not be entitled to set aside this Agreement by reason thereof. This Agreement may be modified only by a written agreement executed by both Parties hereto.

**15. BINDING AGREEMENT**

The Parties understand and expressly agree that this Agreement shall bind and benefit (as applicable) the heirs, employees, owners, officers, shareholders, directors, subsidiaries, spouses, affiliates, successors, predecessors, agents, witnesses, attorneys, representatives, and assigns of the Company and Employee.

**16. COUNTERPARTS**

This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding and effective as to all Parties.

**17. HEADINGS**

Headings in this Agreement are for convenience of reference only and are not a part of the substance hereof.

**18. SEVERABILITY**

If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, except that, should paragraphs 4, 5 or 6 be held invalid, void or unenforceable, either jointly or separately, as a result of any action by Employee, Company shall be entitled to rescind the Agreement and/or recover from Employee any benefits provided to her under Section 2 above.

The Parties each hereby execute this Agreement as of March 14, 2014.

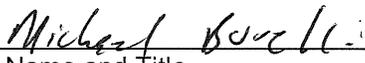
COMPANY

EMPLOYEE

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

  
\_\_\_\_\_  
Print Name and Title