

MUTUAL RELEASE BETWEEN
NATIONAL DANCE COUNCIL OF AMERICA AND MARTIN CHIANG

This Release is entered into this ____ day of _____, 2006 among the parties identified below:

1. Recitation of Consideration. For the sum of one dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree to the following Release.

2. Recitals.

2.1. The parties to this Release are: National Dance Council of America, Inc. ("NDCA"), Brian McDonald ("McDonald"), individually, Embassy Sport Dance Championships, Inc. ("Embassy"), and Martin Chiang ("Chiang") individually (collectively the "Parties") and shall become effective as provided herein.

2.2. On or about November 1, 1975, Mary Molaghan entered into a written agreement (the "License Agreement") with NDCA f/k/a National Council of Dance Teacher Organizations, Inc. After executing the License Agreement, Mary Molaghan duly assigned her interest in the License Agreement to American Ballroom Company, Inc. ("ABC"). Certain disputes arose between ABC and NDCA regarding the continuation of the License Agreement, and certain disputes arose between ABC, NDCA, Embassy, McDonald and John Kimmins ("Kimmins") regarding Kimmins' management of ABC and the right to sponsor certain dance events (the "Disputes"). On or about March 25, 2005, NDCA filed suit against ABC in the action styled *National Dance Council of America, Inc. v. American Ballroom Company, Inc.*, No. 05-20851 pending in the United States District Court for the Southern District of Florida and on or about May 16, 2005, ABC filed a counterclaim against NDCA and third party claims against McDonald, Kimmins and Embassy (collectively the "Action").

2.3. The Disputes were settled and the Action dismissed with prejudice pursuant to that certain MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT (the "Settlement Agreement") is entered into among ABC, NDCA, McDonald and Embassy and concurrently therewith NDCA and ABC entered into that certain License Agreement Modification and Amendment between NDCA and ABC modifying and amending the License Agreement (the AModification@).

3. Claims Extinguished. Upon the effectiveness of this Release, each Party, and each of its controlled subsidiaries, affiliates, divisions, and other entities controlled by it, and each of their respective successors and assigns, or any of them, release, waive and relinquish any and all claims, whether equitable or legal, in contract or tort, at common law, by statute or otherwise, known or unknown, asserted or unasserted, such releasing party had, has or ever may have, against any released party, and each of its past, present and future parents, subsidiaries,

affiliates, divisions, partners, shareholders, stockholders, members, predecessors, successors and assigns, and each of its and their past and present officers, directors, employees, representatives, attorneys, successors and assigns, or any of them, from the beginning of time up to the date of the effectiveness of this Release, including without limitation any and all claims, rights, demands, or causes of action for breach of contract, breach of fiduciary duty, tortious interference, breach of the duty of good faith and fair dealing, conspiracy, aiding and abetting, knowing participation in breach of fiduciary, constructive trust, disgorgement of profits, misappropriation of trade secrets, or conversion, discrimination on account of race or national origin or any claims asserted or that could have been asserted in the National Dance Council of America, Inc. v. American Ballroom Company, Inc.; American Ballroom Company, Inc. v. National Dance Council of America, Inc., et al., Case No. 05-20851-Civ-Cooke/Brown, United States District Court for the Southern District of Florida, Miami Division.

This Release shall be and shall remain in effect notwithstanding the discovery or existence of any new or additional fact or any fact different from that which the Parties now know or believe to be true, *Provided that*, the Parties do not release any obligations undertaken pursuant to this Release, the Settlement Agreement, the License Agreement, and/or the Modification.

In executing this general release, NDCA, McDonald, Embassy and Chiang hereby waive all rights and benefits which they now have or in the future may have under and by virtue of the terms of Section 1542 of the Civil Code of the State of California, which section reads 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."

4. Representations of All the Parties.

4.1. The Parties warrant and represent that they own the claims hereby released, compromised and settled and that there has been no assignment of such claims to any third party.

4.2. The Parties acknowledge that they fully understand and agree that this Release may be pled as a complete defense to any claim or entitlement that may be asserted in any suit, claim, or proceeding against them concerning any released matters.

4.3. The Parties acknowledge that they have read, understand, and are knowingly and voluntarily entering into this Release, and that they have been advised to consult with an attorney before executing this Release and have done so.

4.4. The Parties acknowledge and agree that the signatories below are fully competent and authorized to execute this Release, and they understand the terms of this Release to be contractual.

5. Choice of Law. The Parties agree that the laws of the State of Florida shall apply to the interpretation and enforcement of this Release. Any action arising out of or relating to this Release shall be brought exclusively in the Circuit Court for the Eleventh Judicial Circuit, Miami-Dade County, Florida or the County Court for Miami-Dade County. The Parties submit to the personal jurisdiction of those courts for the purposes of such an action.

6. No Fault. Nothing in this document shall be construed as an admission of liability by any Party hereto.

7. Effectiveness. This Release shall become effective if at all only upon the last to occur of: (i) the approval of the Settlement Agreement and the Modification (together the AComplete Agreement@) by the Board of Governors of NDCA; (ii) execution of the Complete Agreement by duly authorized representatives of NDCA; (iii) the approval of the Complete Agreement by the Board of Directors of ABC; and (iv) execution of the Complete Agreement by a duly authorized representative of ABC.

SIGNED this ____ day of _____, 2006.

National Dance Council of America, Inc.

By: _____
Brian McDonald, President

Embassy Sport Dance Championships, Inc.

By: _____
Brian McDonald, President

Brian McDonald, individually

Martin Chiang, individually