

## **Exhibit B Release of Liability**

This Release of Liability, ("Release"), effective as of \_\_\_\_\_ is entered into by and between Genentech, Inc., with an address at 1 DNA Way, South San Francisco, California 94080 ("Genentech") and Heritage Global Partners, Inc., with an address at 12625 High Bluff Drive, Suite 305, San Diego, California 92130, ("Seller"), and Buyer, and/or Buyer's agent ("Purchaser").

WHEREAS, Genentech, desires to provide Materials (defined herein) to Seller so that Seller may sell, donate or otherwise dispose of Materials.

WHEREAS, Purchaser, desires to purchase Materials from Seller.

In consideration of the mutual covenants and conditions set forth herein, Genentech and Seller, and Purchaser agree as follows:

1. Material: Genentech agrees to provide to Seller, and Seller agrees to accept from Genentech, the material set forth in Exhibit A ("Material"), at the times and in the manner set forth in this Agreement and Exhibit A.
2. Transfer. At the moment of receipt of possession of the Material by Purchaser ("Transfer"), Genentech hereby absolutely and forever sells, transfers, assigns and conveys to Purchaser all of Genentech's present and future right, title and interest in and to the Material, to have and to hold the same forever. Title and risk of loss to the Material shall transfer to Purchaser as of the Transfer. Upon receipt of the Material, Seller shall provide Purchaser with a receipt describing the type and quantity of Material and date and time of receipt. All expenses and costs related to the Transfer and this Agreement, including, without limitation, costs of removal, transportation and disposition of the Material, shall be at Purchaser's sole cost and expense.
3. No Warranties. THE MATERIAL ARE PURCHASED ON AN "AS IS - WHERE IS" BASIS WITH ALL FAULTS, LATENT AND PATENT. GENENTECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE MATERIAL, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR OTHERWISE. PURCHASER AND SELLER FURTHER ACKNOWLEDGES THAT GENENTECH MAKES NO CLAIMS OF WARRANTIES AS TO THE SUITABILITY, RELIABILITY, OR SAFETY OF THE MATERIAL, AND THAT PURCHASER ACCEPTS AND USES THE MATERIAL ENTIRELY AT ITS OWN RISK.
4. Limitation of Liability. IN NO EVENT SHALL GENENTECH BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT GENENTECH WAS OR SHOULD HAVE

BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL GENENTECH'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MATERIAL EXCEED THE NET AMOUNT GENENTECH HAS ACTUALLY RECEIVED FROM PURCHASER UNDER THIS AGREEMENT.

5. Release of Liability. Purchaser hereby releases Genentech, and Seller, its affiliates, employees, agents, shareholders, officers and directors, from all liability arising from, or related to, the Material or Genentech's sale of the Material to Purchaser. Purchaser expressly waives and relinquishes all rights or benefits which it has or may have under Section 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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**Purchaser's Initials**

6. Indemnification. Purchaser shall indemnify, defend, protect and hold harmless Genentech, its affiliates, employees, agents, shareholders, officers and directors, from and against all causes of action (including any negligent acts), claims, damages, liens, demands, costs, expenses and liabilities, and including attorney's fees and court costs, arising in favor of any persons (including agents and employees of Genentech) which, to the maximum extent permitted by law, arises out of, or results from, Purchaser's (or its employee's, agent's or subcontractor's): breach of this Agreement; activities while at or in the vicinity of Genentech's facility; activities in connection with Purchaser's performance of this Agreement; and/or use, sale or other disposition of the Material.
7. Permits and Authorizations Required by Law. Purchaser represents and warrants to Genentech that Purchaser possesses and/or will obtain all the necessary federal, state and local governmental permits and authorizations required to acquire, remove, use, transport, donate, recycle or otherwise properly dispose of the Material. Purchaser shall comply with all applicable laws, codes and ordinances in connection with its performance of this Agreement. Purchaser shall use personnel qualified to conduct the activities contemplated by this Agreement.
8. Health, Safety and Environment. Purchaser warrants that it will take all steps necessary to properly and adequately warn, educate, train, and supervise its employees, agents, and any other third parties to whom the Material is donated and/or whom otherwise come into contact with the Material (including, but not limited to, Purchaser's successors and assigns), regarding any special handling or other precautions prior to transporting, using, disposing, or otherwise handling the Material, including, without limitation, the requirements of any federal, state, local or administrative agency, ordinance, law, rule or regulation relating to hazardous materials. While at Genentech's facility, Purchaser shall comply with Genentech's security and any and all other safety requirements, including but not limited to, Genentech's contractor health and safety policies then in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first referenced above by their respective duly authorized signatory.

GENENTECH, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

HERITAGE GLOBAL PARTNERS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_