

EXHIBIT C



Mr. William Costello
4246 163rd St.
Flushing, NY 11358

December 8, 2020

Bill,

This notice of termination and release from Curis Partners LLC will be effective December 31, 2020 (“Effective Date”).

Pursuant to the terms of the Operating Agreement dated May 15, 2015 and amended November 10, 2015 (“Agreement”), you will be paid the outstanding balance of your Capital Account as of December 31, 2020 no later than February 15, 2021.

After the receipt of the attached Release, and in addition to the above-mentioned payment and any distributions made to you on or before December 31, 2020, you will be entitled to be paid the following:

- If there is a Company Sale (“Company Sale”) as defined in 1.1.13 of the Agreement, within twelve months of the Effective Date, you will receive 10% of the net proceeds from the Company Sale at closing of the transaction.

Please acknowledge your acceptance of the above by signing below.

By:

Ronald molloy

Ronald Molloy
Manager

Agreed & Accepted:

William Costello



GENERAL RELEASE BY William Costello

William Costello and his heirs, executors, administrators, successors and assigns (the “**Releasor**”) does hereby release (“**Release**”) and forever discharge Curis Partners, LLC, Ronald Molloy, George Stivala, John Foster, and Scott Petersen, agents, principals, servants, representatives, officers, directors, attorneys, employees, employers, board members, shareholders, parents, subsidiaries, predecessors, affiliates, and divisions (collectively, the “**Released Parties**”) to the extent provided below.

1. The Releasor knowingly, unconditionally, and voluntarily release and forever discharge the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Released Parties, the Releasor, Releasor’s heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of the date of this Release (the “**Released Claims**”).
2. In signing this General Release, Releasor acknowledge and intend that the Releasor or either of them shall be effective as a bar to each and every one of the Released Claims hereinabove mentioned or implied. Releasor expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to any other Released Claims hereinabove mentioned or implied. Releasor acknowledge and agree that this waiver is an essential and material term of this General Release.
3. Neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by any Releasor or any of the Released Parties of any improper or unlawful conduct.
4. Releasor agree that this General Release is confidential and agrees not to disclose any information regarding the terms of this General Release, except to immediate family and any tax, legal or other counselor Releasor has consulted with regarding the meaning or effect hereof or as required by law, and Releasor will instruct each of the foregoing not to disclose the same to anyone.
5. Each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
6. Nothing contained in this Release shall be deemed to control, limit, or regulate the ability of the malpractice carrier and/or counsel to defend any Party in any action whatsoever.

DATE: _____

BY: _____
William Costello



GENERAL RELEASE BY CURIS PARTNERS, LLC AND CONTINUING CURIS MEMBERS

Curis Partners, LLC, (the “**Releasor**”) do hereby release and forever discharge William Costello, his agents, principals, servants, representatives, officers, directors, attorneys, employees, employers, board members, shareholders, parents, subsidiaries, predecessors, affiliates, and divisions (collectively, the “**Released Parties**”) to the extent provided below.

1. The Releasor knowingly, unconditionally, and voluntarily release and forever discharge the Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Released Parties, the Releasor, Releasor’s heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of the date of this Release (the “**Released Claims**”).
2. In signing this General Release, Releasor acknowledge and intend that the Releasor or either of them shall be effective as a bar to each and every one of the Released Claims hereinabove mentioned or implied. Releasor expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to any other Released Claims hereinabove mentioned or implied. Releasor acknowledge and agree that this waiver is an essential and material term of this General Release.
3. Neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by any Releasor or any of the Released Parties of any improper or unlawful conduct.
4. Releasor agree that this General Release is confidential and agree not to disclose any information regarding the terms of this General Release, except to immediate family and any tax, legal or other counselor Releasor has consulted regarding the meaning or effect hereof or as required by law, and Releasor will instruct each of the foregoing not to disclose the same to anyone.
5. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
6. Nothing contained in this Release shall be deemed to control, limit, or regulate the ability of the malpractice carrier and/or counsel to defend any Party in any action whatsoever.

DATE: 12/8/2020

CURIS PARTNERS, LLC

BY: Ronald Molloy
Ronald Molloy