

SEPERATION AGREEMENT
[Prior to using check with your labor attorney]

Agreement made this _____ day of _____, 2005,
between _____ and _____.

1. Severance Pay

X agrees to pay to Y \$ _____ within 14 business days following the execution of this Agreement and by Y's return of all outstanding X property as described below. The payment will be made as follows:
The parties agree that this settlement pay will constitute any full and future claims and causes by Y against X.

2. General Release

Y hereby irrevocably and unconditionally releases, covenants not to sue, acquits, and forever discharges X, its present, past and future owners, affiliates, related business entities, parent companies, subsidiaries, predecessors, successors, assigns, divisions, directors, officers, trustees, members, employees, representatives, insurers, attorneys, including but not limited to _____, _____, and _____ in their individual and representative capacities and all persons acting by, through, under, or in concert with any of these (hereinafter collectively referred to as "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, suits, demands, costs, losses, debts and expenses, including but not limited to, all claims for penalties, general damages, punitive damages, compensatory damages, special damages, equitable relief, attorneys' fees and costs actually incurred, of any nature whatsoever know or unknown, suspected or unsuspected, that Y had, now had, or in the future may or could have, arising out of or relating to any matter up to the date of the execution of this agreement, whether under any theory, including, but not limited to, any and all claims in connection with his/her employment with X (or with any other Releasee) and the termination thereof, excluding any claims to enforce his/her rights under this agreement.

Without limiting the generality of the foregoing, Y agrees that he/she knowingly and voluntarily waive all rights he/he has or may have (or that anyone on his/her behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against Releasees, whether an individual or class action, with any administrative agency court or other forum.

3. Non-Disclosure of Agreement/Non-Disparagement.

Y agrees neither he/she nor any person acting by, through, under, or in concert with he/she will at any time disclose the terms or existence of this Agreement or any fact concerning its negotiation, execution, or implementation except for (1) his/her attorney of choice (2) his/her accountant or tax preparer (3) his/her immediate family.

Wherefore, the parties hereto have read the forgoing release and agreement and accept and agree to the provisions contained herein, and hereby have caused this Release and Agreement to be made effective as of the date above written.

By: _____

By: _____

Notary Public
