#### LETTER OF AGREEMENT

between

**EL AL AIRLINES** 

and

#### THE IAM REPRESENTED EMPLOYEES

in the service of

**EL AL AIRLINES** 

as represented by

# THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 142

This Effects Bargaining LETTER OF AGREEMENT (hereinafter "LOA") is made and entered into in accordance with Title II of the Railway Labor Act ("RLA"), as amended, by and between EL AL AIRLINES (hereinafter referred to as "Company" of "El Al"), and the employees in the service of the Company, as represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 142 (hereinafter referred to as the "UNION" or the "IAM"), or collectively the "Parties."

The Parties hereby agree as follows:

WHEREAS the Company announced that, due to the impact on the Company of the global pandemic as the result of Covid-19, it would permanently cease operations of the reservations Call Center and Group Desk (collectively the "Call Center") located in New York, NY; and

WHEREAS the Company informed the IAM that the effective date of that Call Center decision was December 16, 2021; and

WHEREAS on December 16, 2021, the Company converted the employment status of all Call Center employees then on layoff to terminations of employment; and

WHEREAS the termination of said Call Center employees represented by the Union triggered certain provisions of the Parties' Collective Bargaining Agreement (hereinafter "CBA"); and

WHEREAS the Union has been informed that all of the IAM represented Engineers (aka Mechanics or Maintenance employees or Technicians) (collectively the "Engineers" or the "Engineering employees") who rendered services at JFK International Airport and who have been on layoff since March of 2020 and currently are on layoff desire to end their employment with the Company and to receive the separation pay and benefits described in this LOA in exchange for each such employee's execution of a General Release ("Release"); and

WHEREAS all issues between the Parties under the RLA have been considered and resolved as set forth in this LOA; and

WHEREAS the Parties agree to the following terms and conditions in order to:

- 1. Address the effects of the Company's termination of its New York, New York Call Center operations; and
- 2. provide separation-related benefits for the Call Center IAM represented employees, described above, in connection with the termination of their employment; and
- 3. offer the same separation-related benefits to the IAM represented Engineers (aka Mechanics or Maintenance employees or Technicians) who have chosen to remain on layoff and who previously rendered services at JFK International Airport, provided that on or before April 1, 2022 all of the Engineers have tendered to the Company c/o Esther Jacobs, Controller (estherj@elal.co.il), their respective written notices of resignation, which resignations will be effective no later than April 1, 2022 and executes the Release described below.

NOW, THEREFORE, the Company and the IAM agree as follows:

#### A. Status of CBA and Effective Date of this LOA

- 1. The parties agree that the current CBA and all Memoranda of Understanding, Letters of Agreement, and other agreements of any nature, and including the March 2, 2021 Arbitration Settlement Agreement, between the Company and the Union will remain effective until the Parties satisfy their respective obligations as set forth in this LOA so as to complete the execution of the LOA and provided that all Engineers, described above, have timely tendered their resignations, in writing, to the Company.
- 2. The parties agree that the CBA and all Memoranda of Understanding, Letters of Agreement, and other agreements of any nature, between the Company and the Union shall be terminated and of no further force or effect on the effective date of this LOA and shall be replaced by this LOA.
  - a. This LOA shall become effective upon the Parties' complete execution of this LOA and provided that each Engineer described above, has timely tendered to the Company his resignation from employment (the "effective date"). Upon the effective date of this LOA, the Engineers, will be offered the Separation Benefits, described below.
  - b. Except as provided otherwise below, the Company shall pay the amounts due to each IAM represented employee described in this LOA in accordance with the Company's normal payroll practices not more than thirty (30) calendar days upon receipt by the Company from each eligible employee a fully executed Release, described below, and provided this LOA has become effective. Any subsequent adjustments or arrearages

required to an IAM represented employee's paycheck will be made in accordance with the Company's normal payroll practices within a period not to exceed fourteen (14) calendar days from the date of notification to the Company from the employee (the "post-cessation period"). The Company designates Berenice Pacheco to be the appropriate Company representative to be contacted for any such adjustment matters. During the post-cessation period (*i.e.*, the date of full execution or after - date TBD), a District Lodge 142 General Chairperson will be empowered to bring and settle adjustment matters on behalf of IAM represented employees of the nature described in this paragraph.

- c. Should the Company resume self-handling a substantially similar call center operation in New York, New York, it will recognize the IAM as the collective bargaining representative of the Call Center non-supervisory employees described in the CBA, provided the Union can establish it represents a majority of said Call Center employees and the parties will negotiate over whether to apply the terms and conditions of the CBA between the Union and the Company to such employees hired to perform such work.
- d. Should the Company resume self-handling of a substantially similar engineering operation at JFK International Airport, , it will recognize the IAM as the collective bargaining representative of the engineering non-supervisory employees described in the CBA, provided the Union can establish it represents a majority of said engineering employees and the Parties will negotiate over whether to apply the terms and conditions of the CBA between the Union and the Company to such employees hired to perform such work.
- e. Until the effective date of this LOA, the Parties will continue to comply with the terms of the arbitration settlement reached on March 2, 2021 with respect to the Engineering employees.
- f. Within twenty (20) business days of the effective date of the LOA, the Parties or their representatives will jointly submit a letter to the National Mediation Board (NMB), requesting withdrawal with prejudice of the current mediation between the Parties currently pending before the NMB.

## B. Separation

- 1. The Company already notified the Call Center employees described above, that their layoffs were converted to employment terminations effective December 16, 2021.
- 2. On the effective date of this LOA, all Engineering employees described above will be considered voluntarily separated from the Company.
- 3. The Company will provide to each above-described Engineer, by mail and email to the employee's last filed home and email address with the Company's Human Resources

department, confirmation of each Engineer's resignation date. The Company also will provide to such employees a copy of this LOA and the Release described below.

# C. Eligibility for Separation Benefits

1. IAM represented Call Center employees and Engineering employees who have timely resigned, described above, are eligible for Separation Benefits subject to the provisions and requirements of this LOA.

#### D. Sick Bank Payout

- 1. The Company has already paid to Call Center employees all sick pay balances as described in the CBA, less lawful deductions. To the extent that such balances have not been paid to the Call Center employees, the Company will pay such amounts, less lawful deductions and in a lump sum, within twenty (20) business days of the complete execution of this LOA and provided the employee has timely signed the Release described below.
- 2. The Company will pay to all Engineering employees described above, sick pay balances as described in the CBA, less lawful deductions and in a lump sum. Such payment will be made within twenty (20) business days of the effective date of this LOA and provided the employee has timely signed the Release described below.

#### E. Severance Pay

1. Provided all of the Engineers have tendered to the Company their respective written notices of resignation and execute the Release described below, Call Center and Engineering employees described above will receive, subject to the administrative requirements set forth in paragraph K below, severance pay on the basis of one (1) week's pay for each year of service for the first twelve (12) years and two (2) weeks' pay for each additional year thereafter until sixteen (16) years. Severance pay shall not exceed a maximum of twenty (20) weeks of pay. For purposes of this paragraph, severance pay shall be calculated as follows:

Severance pay for each eligible employee will be calculated by multiplying either their full-time schedule (40 hours) or part-time schedule (hours as applicable) by the above-referenced employee's straight time hourly rate of pay immediately prior to the date of layoff. This number will be multiplied by the number of weeks of severance to which the employee is entitled under paragraph E.1.

2. Any severance payment pursuant to this paragraph E. will be paid in one lump sum in accordance with paragraph A.2.a, less lawful deductions. If applicable, severance pay will be taxed at the then current supplemental rate. Other withholdings such as FICA, federal, state, and local will apply to this payment. Pursuant to applicable laws, this severance payment is not 401(k) eligible.

## F. Vacation Payout

- 1. The Company already paid to Call Center employees all vacation pay balances as described in the CBA.
- 2. The Company will pay to all Engineering employees described above, vacation pay balances as described in the CBA, less lawful deductions, and in a lump sum. Such payment will be made within twenty (20) business days of the effective date of this LOA and provided the Engineering employee has timely signed the Release described below.

#### G. Health Insurance and Other Benefits

- 1. Other than pension benefits and 401k plan benefits, if applicable, there are no further Health Insurance or other related benefits that will be provided to the above-described employees as these benefits are no longer relevant since the employees have been on layoffs since March of 2020.
- 2. Execution of this LOA and/or each above-described employee's signed Release does not create any further obligations on the part of the Company or of the Union relating to health insurance or other benefits.

#### H. Retirement Travel Benefits

- 1. A Call Center employee and/or an Engineering employee described above who, as of December 16, 2021, will be eligible for retirement travel benefits in accordance with the Company's retirement travel benefits policy, shall receive those retirement travel benefits after the effective date of this LOA, and provided: (i) the employee has completed twenty (20) years of service with the Company as of December 16, 2021; and (ii) has requested retirement status; and (iii) has timely signed the Release.
- 2. All employees who, pursuant to paragraph H.1. above, will receive the Company's retirement travel benefits will be required to comply with the Company's retirement travel benefits policy applicable to US employees. Retirement travel benefits are subject to the Company's policy, which policy may be modified or altered provided any change in retirement travel benefits applicable to employees subject to this LOA similarly will apply to the Company's other employees who are not subject to this LOA.

#### I. Unemployment Compensation Claims

The Company intends to respond truthfully to and will comply with any information request required by an unemployment insurance-related agency. The Parties understand that the Company cannot control whether an employee receives unemployment compensation benefits. The Company agrees that it will not intentionally interfere with any above-described employee's unemployment compensation claim.

#### J. Neutral Reference

In further consideration for each above-described employee's execution of a Release, described below, the Company agrees that it will provide to any prospective employer of such employee a neutral reference, stating the employee's dates of employment and last job title with the Company. Such neutral reference will be provided only if the request for the reference is in a writing that is directed to the Company's Human Resources Department.

#### K. General Release

- 1. In order to receive the payments and benefits set forth above, this LOA must become effective, and each above-described employee must complete, timely sign and submit to the Company's Human Resources department a General Release ("Release") in the form attached to this LOA as Attachment A.
- 2. The Release and any associated payment amount(s) due to each employee will be sent to each above-described employee by first class mail and by email to the last physical and personal email addresses on file with the Company no later than ten (10) business days after the effective date of this LOA.
- 3. The signed Release must be returned to the Company's Human Resources Department either by hand delivery, mail, overnight mail service or by email within fourteen (14) days of the earlier of the Company's mailing or emailing of the Release to the employee.
- 4. In order to receive the payments and benefits described in this LOA, an above-referenced employee must submit a signed Release to the Company in a timely manner as described in paragraph K.3, above, and the Company must counter-sign the Release.
- 5. Any above-described employee who fails to submit a signed Release within the time frame set out in paragraph K.3., will not receive the payments and benefits described above in this LOA.

## L. Disposition of grievances

- 1. The parties agree that there are no previously-filed open grievances or claims as of the effective date of this LOA.
- 2. Any claim by an individual above-described employee who executes a Release (Attachment A) for a matter which occurred on or before the date of the employee's execution of the Release will be considered closed with no further recourse for any party.
- 3. Other than as set forth in this LOA, the IAM waives any claim for entitlement to back pay, wages, bonuses and/or other compensation and benefits related to the CBA.

- M. This LOA reflects the entire agreement and understanding between the Parties relating to the subjects described in this LOA. The Parties acknowledge that they have not relied on any representations, promises, oral agreements of any kind made in connection with the decision to accept this LOA, except for those set forth in this LOA. No other agreement between the parties, and no amendment or modification to this LOA, will be valid unless such other agreement, amendment or modification is set out in writing and signed by both Parties subsequent to the date of signing of this LOA and which writing references this LOA.
- N. Nothing contained in this LOA, and nothing communicated to the IAM during any of the discussions regarding this matter, is and/or was an admission by the Company of any liability for any violation of the CBA, or any state, federal or local rule, law, or regulation.
- P. This LOA may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same LOA. Moreover, any Party may transmit a signed copy of this LOA to the other party in pdf format via email and such signed pdf shall be deemed an original signature for purposes of this LOA and shall be binding upon the party who transmits the signed Agreement. A PDF version of this signed LOA shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have signed this Letter of Agreement as of this 18<sup>th</sup> day of March, 2022.

**EL AL AIRLINES** 

Mr. Marc Cavaliere

**SVP** Americas

**EL AL Airlines** 

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS - DISTRICT LODGE 142

Mr. John Coveny

**President-Directing General Chairperson** 

**District Lodge 142** 

Mr. James M. Samuel General Chairperson District Lodge 142

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# **ATTACHMENT A**

# **GENERAL RELEASE**

In consideration of EL AL ISRAEL AIRLINES, 100 Wall Street, New York, New York 10005, (the "Company" or "El Al"), promises to provide to me the Separation Benefits for which I am eligible under the "Letter of Agreement between El Al Airlines and the IAM Represented Employees in the Service of El Al Airlines as represented by The International Association of Machinists and Aerospace Workers, District Lodge 142 ('IAM')", (the "LOA"), I \_\_\_\_\_\_ [insert employee name], on behalf of myself, my heirs, executives, successors, and assigns, state and agree as follows:

- 1. <u>Cessation of Employment</u>. My employment with the Company has ended.
- 2. <u>No Consideration Absent Execution of this General Release</u>. I understand that I would not receive the Separation Benefits specified in the LOA, except for my execution of this General Release and except for my fulfillment of the promises contained in this General Release that pertain to me.

## 3. General Release, Claims Not Released and Related Provisions.

a. General Release of Claims and Grievances. I knowingly and voluntarily release and forever discharge the Company, its current and former parent corporation, affiliates, subsidiaries, divisions, predecessors, purchasers of assets or stock, investors, joint ventures, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors, providers, shareholders and agents of each, both individually and in their business capacities, and their employee benefit plans and programs ("Employee Benefit Plans") and their administrators and fiduciaries, and the International Association of Machinists and Aerospace Workers, its parent, affiliates, subsidiaries, and its and their officers, employees, agents, and representatives (collectively referred to throughout the remainder of this General Release as "Releasees"), of and from any and all claims or grievances, known and unknown, asserted or unasserted, which I have or may have against Releasees as of the date I sign this Release, including, but not limited to, any alleged violation of the following, as amended:

The Railway Labor Act; Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below); The Immigration Reform Control Act; The Americans with Disabilities Act of 1990; The Occupational Safety and Health Act; The Family and Medical Leave Act of 1993; The Equal Pay Act; Title II of the Genetic Information Non-Discrimination Act; The Worker Adjustment and Retraining Notification Act; The Fair Credit Reporting Act; The New York State Executive Law, including the New York State Human Rights Law; The New York False Claims Act; The New York Civil Rights Law; The New York

Whistleblower Law; The New York State Minimum Wage Law, and all wage orders; The New York Wage and Wage Payment Laws, including Sections 190, et seq. of the Labor Law; The New York Paid Family Leave Act; The New York State Worker Adjustment and Retraining Notification Act; The Retaliation/Discrimination provisions of the New York Workers' Compensation Law and the New York State Disabilities Benefits Law; The New York Corrections Law, including Sections 750-755 thereof; The New York City Paid Safe and Sick Leave Law; The New York City Administrative Code (including its Human Rights Law); any other federal, state or local wage payment, civil rights, bias, retaliation, whistleblower, benefits, insurance benefits, discrimination, or human rights law or any other local, state or federal law, regulation or ordinance; any benefit plan, compensation plan, severance pay or any other policy, plan, practice, procedure or program of any kind; any public policy, contract (oral or written, express or implied), the "Agreement Between El Al Israel Airlines and the International Association of Machinists (Maintenance, Reservations and Ticketing Employees) Effective January 1, 2014 - December 31, 2016," tort, or common law including but not limited to any claims for wrongful discharge (actual or constructive), unpaid wages, vacation or sick leave pay, intentional or negligent infliction of emotional distress, defamation, duty of fair representation; and any basis for recovering costs, fees, or other expenses, including attorneys' fees, incurred in these matters.

b. <u>Claims Not Released</u>. I am not waiving any rights I may have to: (a) my own vested accrued employee benefits under any health, welfare, or retirement benefit plans as of the Separation Date; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this General Release; (d) enforce this General Release; and/or (e) challenge the validity of this General Release.

#### 5. Acknowledgments and Affirmations.

- a. I affirm that I have not filed or caused to be filed, and is not presently a party to, any claim or grievance against Releasees.
- b. I also affirm that I have not raised any claim of discrimination, retaliation, or harassment, and this General Release does not have the purpose or effect of concealing details relating to a claim of discrimination, retaliation, or harassment.
- c. I also affirm that I have been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date I sign this General Release and, if applicable, have reported all hours worked for the Company.
- d. I affirm that I have been granted any leave to which I was entitled under the Family and Medical Leave Act and/or related state or local leave, military leave or disability accommodation laws.
  - e. I further affirm that I have no known workplace injuries or occupational diseases.

- f. I also affirm that I have not divulged any proprietary or confidential information of the Company and will continue to maintain the confidentiality of such information consistent with the Company's policies, any confidentiality and/or non-solicitation agreement(s) between the Company and me, and/or common law.
- g. I further affirm that I have not been retaliated against for reporting any allegations of wrongdoing by any Releasees, including but not limited to the Company and its officers, including any allegations of corporate fraud.
- h. I affirm that all of the Company's decisions regarding my pay and benefits through the date of the end of my employment were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.
- 6. Governmental Agencies. Nothing in this General Release prohibits or prevents me from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency (e.g. EEOC, SEC., etc.), nor does anything in this General Release preclude, prohibit, or otherwise limit, in any way, my rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, I agree that if such an administrative claim is made, I shall not be entitled to recover any individual monetary relief or other individual remedies.
- 7. <u>Collective/Class Action Waiver</u>. If any claim or grievance is not subject to release, to the extent permitted by law, I waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim or grievance in which the Company or any other Releasee identified in this General Release is a party.
- 8. <u>Confidentiality and Return of Property.</u> I affirm that I have returned all of the Company's property, documents, and/or any confidential information in my possession or control. I also affirm that I am in possession of all of my property that I had at the Company's premises and that the Company is not in possession of any of my property.

I further affirm that I have delivered to the Company without copying or reproducing: (1) all documents, files, notes, memoranda, manuals, computer disks, computer databases, computer programs and/or other storage medium within my possession or control that reflect any trade secrets, proprietary information, financial information, or other confidential information not known to the general public regarding the Company or its customers or employees ("Confidential Information"); and (2) all items or other forms of the Company's property and/or equipment within my possession or control, including but not limited to keys, credit cards and electronic equipment. I also agree to delete any Confidential Information relating to the Company from any computer hard drive or computer system within my possession or control that is not located on the Company's premises. However, nothing in this paragraph

will prevent me from retaining any documents in my possession or control concerning my benefits and/or compensation.

Under the federal Defend Trade Secrets Act of 2016, I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to my attorney in relation to a lawsuit for retaliation against me for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

- Governing Law and Interpretation; Forum Selection and Venue. This General Release shall be governed and conformed in accordance with the laws of the State of New York without regard to the state's conflict of laws provisions. In the event of a breach of any provision of this General Release, either the Company or I may institute an action specifically to enforce any term or terms of this General Release and/or to seek any damages for breach. Should any provision of this General Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release of claims language, such provision shall immediately become null and void, leaving the remainder of this General Release in full force and effect. However, if any portion of the general release of claims language were ruled to be unenforceable for any reason, I will, upon demand, execute additional or supplemental general release agreements waiving any and all claims that I may have against any Releasee. I expressly consent that any action or proceeding relating to this General Release initiated by me will only be brought in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County. I expressly waive the right to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.
- 10. <u>Non-admission of Wrongdoing</u>. I agree that neither this General Release nor the provision and payment of separation benefits to me by the Company as consideration for this Release shall be deemed or construed at any time for any purpose as an admission by the Company of any wrongdoing, liability or unlawful conduct of any kind or any violation of any law, rule regulation or ordinance.
- 11. <u>Capacity to Waive Claims and Grievances</u>. I represent that I am able to affect a knowing and voluntary waiver and release of claims and grievances, as contained in this General Release and to sign this General Release and I am not affected or impaired by illness, use of alcohol, drugs or other substances or otherwise impaired. I am competent to execute this General Release and to waive any and all claims and grievances I have or may have against the Releasees. I certify that I am not a party to any bankruptcy, lien, creditor-debtor or other proceeding which would impair my right to waive any and all claims I may have against the Releasees.

- 12. <u>Amendment</u>. This General Release may not be modified, altered or changed except in a writing that specifically references this General Release, signed by both me and by an authorized representative of the Company.
- LOA sets forth the entire agreement between the Company and me, and fully supersedes any prior agreements, understandings or obligations between me and Releasees pertaining to the subjects addressed in this General Release and in the LOA, except any agreements relating to confidential information, solicitation or competition. I acknowledge that I have not relied on any representations, promises, agreements or offers of any kind made to me in connection with my decision to sign this General Release, except for those set forth in the LOA and this General Release, employee benefit plans issued to me, any successor plans thereto, and in any confidentiality, non-compete, non-solicitation and/or assignment of proprietary rights agreements or obligations previously signed or undertaken by me.
- 14. <u>PDF and Email Signature</u>. I understand that I may transmit a signed copy of this General Release to the Company c/o the Company's Human Resources Department either in hard copy by hand delivery, mail or overnight mail service or in in pdf format sent via email to <a href="https://doi.org/10.1601/journal.co.il">https://doi.org/10.1601/journal.co.il</a> and that such signed pdf shall be deemed an original signature for purposes of this General Release and shall be binding upon me.
- 15. <u>Consideration Period and Effective Date of General Release.</u> I understand that I have fourteen (14) calendar days from the earlier of the date of the Company's mailing or emailing of this General Release to me and that this General Release will be deemed effective on the date that I sign it. I further understand that if I do not timely sign and return this General Release to the Company, I will not receive the Separation Benefits described in the LOA and my employment status with the Company will remain as "terminated."

I FULLY UNDERSTAND THAT THIS GENERAL RELEASE SETTLES, BARS AND WAIVES ANY AND ALL CLAIMS AND GRIEVANCES THAT I COULD POSSIBLY HAVE AGAINST THE RELEASEES.

- I AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS GENERAL RELEASE, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL FOURTEEN (14) CALENDAR DAY CONSIDERATION PERIOD.
- I ACKNOWLEDGE THAT IF I SIGN THIS GENERAL RELEASE PRIOR TO THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD DESCRIBED ABOVE, I DO SO FREELY, KNOWINGLY AND VOLUNTARILY ANDTHAT I HAVE HAD SUFFICIENT TIME TO CONSIDER WHETHER TO SIGHN THIS GENERAL RELEASE.

HAVING DECIDED TO EXECUTE THIS GENERAL RELEASE, TO FULFILL THE PROMISES I MADE THAT ARE CONTAINED IN THIS GENERAL

RELEASE AND TO RECEIVE THE SEPARATION BENEFITS SET FORTH IN THE LOA, I FREELY AND KNOWINGLY AND AFTER DUE CONSIDERATION SIGN THIS GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS AND GRIEVANCES I HAVE OR MIGHT HAVE AGAINST THE RELEASEES.

IN WITNESS WHEREOF, I knowingly and voluntarily sign this General Release as of the date set forth below:

**Date** 

Print Employee Name

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