

(on employer letterhead)

December 6, 2005

[Name of employee]
[address]

PERSONAL & CONFIDENTIAL

Dear Sir/Madam:

Re: Separation Agreement and General Release

Your employment with [Employer] (the "Employer") was terminated as of [termination date] (the "Termination Date"). This letter constitutes the agreement between you and the Employer (the "Agreement") with respect to the terms of your separation.

In order to effect the termination of your employment and to provide you with certain benefits that you would not otherwise be entitled to, you and the Employer agree as follows:

1. This Agreement shall not in any way be construed to be an admission by the Employer of any wrongful act with respect to you or any other person, or that you have any rights whatsoever against the Employer.
2. Regardless of whether or not you execute this Agreement, the Employer will pay you the compensation that you have earned to and including the Termination Date, any accrued vacation benefits, and [list any other benefits, pension plans, profit sharing plans, etc] in accordance with the terms and conditions of such plan]. In addition, you will be offered whatever benefits you are entitled to receive under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and you will retain all benefits under the Employer's 401(k) Plan.