RELEASE AND RESIGNATION **REDACTED**

KNOW ALL MEN BY THESE PRESENTS, that I for the sole consideration of **Fifty Thousand Dollars ($50,000.00)** to me in hand paid by **Travelers Insurance Co.**, the receipt of which is acknowledged, do hereby release, discharge and by these presents do for myself, my heirs, executors, administrators and assigns, release and forever discharge **Travelers Insurance Co.** and **Sherwin-Williams Co.** their successors and assigns, from any and all actions, causes of action, claims or demands, costs, contribution, indemnification or any other thing whatsoever, including any claim pursuant to statute or common law of Maine, any other state, or any nation, all claims under 39-A M.R.S.A. §1 et seq., and under the Workers' Compensation Act or under 5 M.R.S.A. §4551 et seq., which I now have or which may hereafter accrue, on account of all injuries, personal or otherwise, resulting from my employment with **Sherwin-Williams Co.** at any time, including, but not limited to, any claims resulting from injuries on or about **January 29, 1990**, or any other gradual or specific injury, and including any occupational disease, aggravation of any pre-existing condition or combination of injuries, any claim for wrongful discharge, discipline or discrimination, and including any claim by dependents of the above named employee.

The parties agree to a compromise settlement of a disputed claim which is in the best interest of the employee.

It is further expressly understood and agreed that the undersigned shall pay and settle all liens or claims by any attorney, doctor, hospital, insurance carrier, or other institution or person now pending or made in the future which were necessitated by, arose out of, or were incurred as a result of the above injuries (except such claims or amounts for attorney's fees, medical or other expenses approved by the Workers' Compensation Board and as set forth in the lump sum decree, which claims or amounts the employer/carrier shall pay), and shall hold harmless, defend and indemnify from any other suits, claims, judgments, costs or expenses arising from any such liens or claims by third parties, whether now pending or made in the future.

This release also constitutes my voluntary resignation from employment with the above-named employer. I acknowledge and understand that I will not be reemployed by **Sherwin-Williams Co.** and covenant that I will not apply for or otherwise seek employment with **Sherwin-Williams Co.** at any time. I understand that I may have some rights to continuing employment with **Sherwin-Williams Co.** if I were not voluntarily resigning as part of this settlement. I specifically waive all claim for back pay, front pay, or any other form of compensation, except as set forth in this agreement. I recognize that my employment relationship

with **Sherwin-Williams Co.** ends as of the date of execution of this Agreement, and that **Sherwin-Williams Co.** has no obligation, contractual or otherwise, to rehire, employ, recall or hire me in the future. I further agree not to discuss the terms of this settlement with anyone outside of my immediate family.

THIS IS A FINAL RELEASE AND SETTLEMENT OF ALL CLAIMS UNDER 39-A M.R.S.A. § 1 ET SEQ., UNDER THE MAINE WORKERS' COMPENSATION ACT, OR UNDER TITLE 5 M.R.S.A. OF THE MAINE HUMAN RIGHTS ACT.

Dated and executed this 6th day of October 1994.

Witness

Employee

REDACTED