



Employee Benefit Authority. The Employee affirms that he or she will be responsible for all tax liability, if any, resulting from his or her acceptance of this Incentive. The [Agency] will make the purchase described in this Paragraph in a manner that will allow the Employee to retire on the date listed in Paragraph 1 of this Agreement.

3. Release. The Employee, on behalf of himself or herself and his or her respective heirs, executors, successors and assigns, releases the [Agency] its present and past officers, and employees to the fullest extent possible by law, from any and all claims relating to or arising from the Employee's employment with the [Agency]. Claims include all claims, obligations, duties, causes of action, whether now known or unknown, that the Employee may possess based upon or arising out of any matter, cause, fact, thing, act, or omission whatsoever occurring or existing at any time prior to and including without limitation:
  - (a) any and all claims including, but not limited to discrimination, civil conspiracy or breach of contract;
  - (b) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act, the Civil Rights Act, the Americans with Disabilities Act, the Fair Labor Standards Act (only if there is judicial approval or administrative supervision by the U.S. Department of Labor), and the Employee Retirement Income Security Act;
  - (c) any and all claims for violation of federal or state constitutions; and
  - (d) any and all claims for attorneys' fees and costs.

An exception to this release, however, includes any pending Workers' Compensation claim.

4. Adequate Consideration. The Employee affirms that the Incentive described in Paragraph 2 of this Agreement is adequate consideration for the release of claims described in Paragraph 3 of this Agreement. The Employee affirms that, absent this Agreement, he or she would not otherwise be entitled to the Incentive described in Paragraph 2 of this Agreement.
5. Confidentiality. [Agency] and the Employee will keep the terms, conditions, and circumstances of this Agreement confidential, except as required by law and as necessary to enforce this Agreement.
6. Voluntary Waiver. This Agreement and Release is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The Employee and the [Agency] further acknowledge the Release does not release claims that cannot lawfully be released. The Employee and the [Agency] acknowledge that: (a) they have read this Agreement and Release; (b) they have been represented in

the preparation, negotiation, and execution of this Agreement and Release by legal counsel of their own choice or that they have voluntarily declined to seek such counsel; (c) they understand the terms and consequences of this Agreement and Release and of the releases it contains; and (d) they are fully aware of the legal and binding effect of this Agreement and Release.

The Employee acknowledges that he or she is waiving and releasing any current rights he or she may have under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA) and that this waiver and release is knowing and voluntary. The Employee and the [Agency] agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA or OWBPA after the effective date of this release.

- 7. Forty-Five Day Period. The Employee affirms that he or she has been afforded the opportunity to consider this Agreement for a forty-five (45) calendar day period.
- 8. Revocation Period. The Employee understands that he or she has seven (7) calendar days after signing this Agreement to revoke his or her acceptance of the Agreement, and that the [Agency] will make the purchase described in Paragraph 2 of this Agreement only after the passage of these seven (7) calendar days and only after this Agreement comes into full and binding effect.
- 9. Governing Law. This Agreement is governed by the laws of the State of South Carolina.
- 10. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter, whether oral or written.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, [mm, yy].

FOR THE EMPLOYEE:

FOR [ AGENCY]

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
Print

Name: \_\_\_\_\_

Title \_\_\_\_\_

Sworn and subscribed to this the  
\_\_\_\_ day of \_\_\_\_\_, [mm, yy]

Sworn and subscribed to this the  
\_\_\_\_ day of \_\_\_\_\_, [mm, yy]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_