

**AGREEMENT, GENERAL RELEASE,
AND COVENANT NOT TO SUE**

Read Carefully Before Signing
This Document Contains A General Release Of Claims

This Agreement, General Release, and Covenant Not to Sue (“Agreement”) is between Guardian Millbury Corp. (formerly known as Guardian Fabrication, Inc.) (“Guardian Millbury” or “Company”) and Michael Lake (“Lake”).

Recitals

A. Lake filed a Charge of Discrimination against Guardian Millbury (named as Guardian Fabrication, Inc.) with the Ohio Civil Rights Commission and the U.S. Equal Employment Opportunity Commission, which has been assigned Charge No. B2110102 (27138) 112702 / 22A A3 00695 (the “Charge”).

B. Guardian Millbury denies liability to Lake for the matters alleged or which could have been alleged in the Charge, genuinely believes that the Charge ultimately would have been resolved in its favor, and enters into this Agreement solely to avoid the expense of further administrative proceedings or litigation.

C. The parties desire to compromise and settle completely the disputes between them upon the terms and in the manner provided in this Agreement. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Agreement

1. **Definition.** Throughout this Agreement, the term “Company” shall encompass the following:

- (a) Guardian Millbury Corp. and any subsidiary, parent company, affiliated entity, related entity, or division of Guardian Millbury Corp.; and
- (b) Any officer, director, agent, employee, successor, assign, owner or insurer of any entity encompassed by subparagraph (a) of this Paragraph 1, including specifically but not by way of limitation, Harley V. Stock, Ph.D., Incident Management Group, Inc., and their respective officers, directors, agents, employees, successors, assigns, owners, or insurers.

2. **Employment.** Lake shall not apply for or otherwise seek employment with Company at any time.

3. **Payment.** Company shall pay Lake and his counsel the gross sum of TWELVE THOUSAND DOLLARS (\$12,000.00). Within fifteen days of the receipt of a signed copy of

this Agreement and Request For Withdrawal of the Charge, Company shall make two checks, one payment to Kollin Rice, Esq., in the gross amount of FOUR THOUSAND DOLLARS (\$4,000.00), and one payment to Michael Lake in the gross amount of EIGHT THOUSAND DOLLARS (\$8,000.00) minus applicable taxes and withholdings. This manner of payment is done at the explicit request of Lake and his counsel. Company will issue an IRS Form 1099 to Kollin Rice, Esq. reflecting the payment made to him. Lake and his counsel acknowledge that upon payment of the sums referred to in this paragraph, no further monies or compensation of any kind is due or owing to either of them, and the payments referred to in this paragraph represent consideration to which Lake is not otherwise entitled. Lake and his counsel are solely responsible for the tax consequences to them of the payments referred to in this paragraph.

4. **Copy of Consultant's Report.** At Lake's explicit request and with his explicit authorization as indicated by execution of this Agreement, Guardian Millbury will provide to Dr. Howard Shapiro, MD, Department of Veterans Affairs Outpatient Clinic, 3333 Glendale Avenue, Toledo, Ohio 43614, a sealed copy of the results of a Forensic Fitness for Duty Evaluation of Lake prepared by Harley V. Stock, Ph.D.

5. **Neutral Reference; Personnel File.** If contacted by any third party with regard to Lake, Guardian Millbury will provide only confirmation of dates of employment and positions held. Guardian Millbury will not disclose other information about Lake's employment except as required by law. Guardian Millbury will store Lake's personnel file in a separate location from those of other present or former employees at Guardian Millbury, where it will be inaccessible to non-managerial employees.

6. **General Release and Dismissal.** Lake (for himself, his agents, assigns, heirs, executors, and administrators) agrees to withdraw the Charge by execution of a Request for Withdrawal. In addition, Lake (for himself, his agents, assigns, heirs, executors, and administrators) hereby releases and discharges Company from any claim, demand, action, or cause of action, damage, loss, fee or expense, known or unknown, which arose at any time from the beginning of time to the date on which Lake executes this Agreement, and waives all rights relating to, arising out of, or in any way connected with his employment or other relationship with Company or the termination of that employment or relationship, including, without limitation, any claim, demand, action, cause of action or right, including claims for attorneys' fees and expenses, based on but not limited to:

- (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et seq.;
- (b) The Civil Rights Act of 1866 and 1964, as amended, 42 U.S.C. § 1981;
- (c) The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, et seq.;
- (d) The Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq.;
- (e) The Americans With Disabilities Act of 1990, 42 U.S.C. § 12,101, et seq.;

- (f) The Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.;
- (g) The Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq.;
- (h) Any existing or potential entitlement or benefit under any program or plan;
- (i) Any agreement, contract, or representation (whether oral or written);
- (j) Any other federal, state, or local law, whether emanating or arising from statute, executive order, regulation, rulings, common law, or other source including, but not limited to, all suits sounding in contract or tort (including actions such as wrongful discharge, tortious interference, libel or slander, and breach of contract).

This Agreement shall not apply to rights or claims that may arise after Lake executes the Agreement.

7. **Disclaimer of Liability.** This Release is not to be construed as an admission of liability or wrongdoing by either party, but is entered into in compromise of a disputed claim as well as any other claim against Company, whether known or unknown, that exists or might exist at the time this Agreement is executed.

8. **Confidentiality and Non-Disparagement.**

(a) The parties and their legal counsel will keep all terms and conditions of this Agreement confidential and will not disclose any information concerning the Agreement to anyone except as may be necessary to enforce its terms or as required by law. If asked, the parties and their counsel may only state, “the matter has been resolved.” Any further communications or disclosures about the settlement, this Agreement, or the terms and conditions of either are prohibited. This confidentiality provision encompasses not only oral and written disclosures, but also electronic communications and indirect or non-verbal gestures or communications suggesting or implying that either party or counsel “did well” in the settlement, or otherwise received monetary sums from Company, or incorrectly implies that either party or counsel “won” a lawsuit or other proceeding.

(b) The parties further agree to refrain from making any negative statements (whether oral, written, or electronic, including website postings) regarding each other or their former or current employees or representatives. The parties acknowledge that the confidentiality and non-disparagement provisions are material elements of this Agreement and that consideration has been given for these provisions. Furthermore, the parties agree that disclosure of the terms or amounts of this Agreement would cause irreparable harm in an amount incapable of precise determination. Accordingly, the parties agree that in the event of a violation of this Paragraph 8, the other party shall be entitled to injunctive relief in addition to any other form of legal and equitable relief.

(c) By signing this Agreement, Lake and Counsel acknowledge and agree that they have not disclosed information in violation of this provision and that they will not do so in the future.

9. **Covenant Not to Sue.** Lake agrees that he will never sue, file a charge, or otherwise assert liability against Company concerning any claim or issue relating to, arising out of, or occurring during the course of his employment with Company or his contract or association with Company. Should Lake violate this provision, Lake agrees to pay all costs and expenses of defending against the suit, charge, or claim that are incurred by Company, including reasonable attorneys' fees.

10. **Successors.** This Agreement shall apply to Lake, as well as his heirs, agents, executors, and administrators. This Agreement also shall apply to, and inure to the benefit of, the predecessors, successors, and assigns of Company.

11. **Severability.** The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, the provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. Notwithstanding the language of this Paragraph, Lake and counsel agree to return to Company the sums paid to them upon written request should Paragraphs 6, 8, or 9 (or any portion thereof) be found unenforceable.

12. **Applicable Law.** The terms and effect of this Agreement shall be interpreted, enforced, and governed under the law of the State of Ohio.

13. **Knowledge and Understanding.** Lake acknowledges that:

- (a) He has been advised to consult with counsel prior to executing this Agreement;
- (b) He has been given a reasonable time within which to consider this Agreement; and
- (c) He is fully aware of his rights, and has carefully read and fully understands all provisions of this Agreement before signing.

14. **Effective Date.** This Agreement shall become effective upon execution by all parties.


15. **Contract Construction.** Lake and counsel have reviewed this Agreement and, accordingly, the normal rule to the effect that any ambiguity in this Agreement shall be construed against the drafting party shall not be employed in the interpretation of this Agreement.

16. **Complete Agreement.** This Agreement sets forth the complete agreement between the parties relating to its subject matter. Lake acknowledges and agrees that, in executing this Agreement, he does not rely and has not relied upon any representations or statements not set forth in this Agreement made by Company with regard to the subject matter, basis, or effect of this Agreement or otherwise.

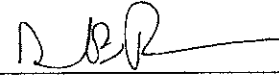
SIGNATURES APPEAR ON NEXT PAGE

The parties have each executed this Agreement on the dates indicated below.

Guardian Millbury Corp.

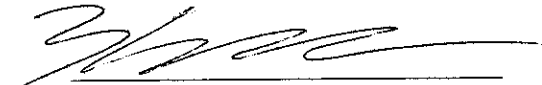


Michael Lake

By: 

Dated: 9-30-03

Dated: 10/8/03



Kollin Rice, Esq.
Counsel for Lake

Dated: 9/30/03