**Request Letter For A Retention Bonus**

[Sent by Email]

To: Bernice Wilpon, Sales Director

Miguel Santander, Human Resources Director

Worldwide Insurance Company

Fr: Byron Kinofsky, Northeast Region Sales Manager

Re: Request for a Retention Agreement/Payment

Dt: June 2, 2005

Dear Bernice and Miguel,

It is with pride that I have received word of my having been chosen to Co-Lead the consolidation of Sales Forces following the merger of Worldwide Insurance with Eurasian Insurance Corp. The two goals we have established – to take the fullest possible advantage of the combined Sales Talent, and to achieve maximum efficiency in the use of that Sales Talent – are ones I fully support. The timeline for completion by December 31, 2005 is a challenging one, but a challenge I fully accept.

I understood, as well, that the end result of my efforts might very well include the elimination of my own position. It is a potentiality that I accept, as I understand that none of us is indispensible. At the same time, I understand that the decision regarding my own job is not one I will make.

A. Concern: Refraining from seeking more secure employment may pose an unacceptable risk.

It is my primary concern that my not seeking, and not accepting, other offers of employment – in circumstances that represent enhanced job security – may prove imprudent. In addition, it appears to me that no one can be 100% objective about the need for his or her own services. A retention arrangement will, I believe, foster a more objective analysis of my own role in the organization, as well as the need for my own position to remain in the new, combined organization. The commitment I have been asked to make justifies a return commitment.

B. Suggestion: a Retention Arrangement

For this reason, I believe it is appropriate for me to suggest consideration of a Retention Agreement, one that fully attends to the interests of the company, yet at the same time addresses the concerns I have for my own financial and career well-being. The commitment I have been asked to make – to remain on board, and not seek employment elsewhere until at least January 1, 2006 – should, I believe, justify a return commitment in the form of a retention arrangement.

C. An Outline: Remain in place through the earlier of project completion or January 15, 2006.

I suggest a simple letter agreement to provide the following:

I will remain in my present position and co-lead the Sales Consolidation Effort.

I agree to remain in the employ of the company until the earlier of project completion or January 15, 2006, which we will refer to as the Retention Period.

Upon my fulfillment of this obligation, I will be awarded a sum representing the equivalent of one year’s most recent compensation, “all in,” which we will refer to as the Retention Bonus.

Should the company choose to terminate my services for reasons other than “cause,” as defined in the Employee Handbook, I will receive my Retention Bonus, as well as the standard severance under the company severance plan.

Should I remain with the company after the Retention Period my title going forward will be Vice President or higher, I will remain in the Milwaukee office, and my compensation will be at the Vice President level.

Should I decide to leave the company after the Retention Period, I will have no “non-competition” restrictions going forward, and my stock and stock options will also vest.

D. Formality is not a concern for me.

If this arrangement is acceptable, please let me know. I am also amenable to discussing this further, and considering alternative arrangements. My own sense is that an outline as simple as that above should suffice. If the company would prefer a more formal agreement, I respectfully request that I be provided the costs of reasonable attorney’s fees to review, analyze and discuss any formal agreement.

Everything I’ve always done, and everything I propose here, derives from my view of the company’s best interests.

Respectfully,

Byron Kinofsky

\*\*\*This letter is not, and is not intended to be, legal advice, which must be provided only by an attorney licensed to practice law in your locale. Nor is it intended as a substitute for legal advice. Instead, it is suggested as a model to be considered in conjunction with legal advice.